

**Commissioners Court February 25, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **25th day of February 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag

ROLL CALL

PUBLIC COMMENTS

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

PRESENTATIONS & PROCLAMATIONS

1	5-6	Presentation of Hays County Service Awards. BECERRA/MILLER
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CONSENT ITEMS

The following may be acted upon in one motion.
A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

2	7	Approve payments of County invoices. VILLARREAL-ALONZO
3	8	Approve payments of Juror checks. VILLARREAL-ALONZO
4	9-17	Approve Commissioners Court Minutes of February 18, 2020. BECERRA/CARDENAS
5	18	Approve the payment of the February 29, 2020 payroll disbursements in an amount not to exceed \$3,900,000.00 effective February 28, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
6	19	Authorize On-Site Sewage Facility Permit for the Buzz RV Park located at 145 Kai Vista Drive, Kyle, Texas 78640. JONES/STRICKLAND
7	20	Authorize On-Site Sewage Facility Permit for 2 mobile homes located at 2600 Mathias Lane, Kyle, Texas 78640. JONES/STRICKLAND
8	21-23	Approve Utility Permits. BECERRA/BORCHERDING
9	24-33	Approve and accept the 2019 Racial Profiling Report for the Hays County Sheriff's Office. INGALSBE/CUTLER
10	34	Approve a replacement lease for the Sheriff's Office through the Enterprise Master Equity Lease Agreement. INGALSBE/CUTLER
11	35-45	Authorize the District Court to purchase one replacement Dell Latitude 5400 and one replacement OptiPlex 7070 Computer valued at \$1,714.74 and amend the budget accordingly. INGALSBE/STEEL
12	46-48	Authorize payment to Waldrip Insurance Agency for \$1,750 for Fidelity Bond Renewals for two County Court at Law Judges in which no purchase order was issued as required per County Purchasing Policy. INGALSBE/ZELHART/JOHNSON
13	49-50	Authorize payment to Waldrip Insurance Agency for \$875.00 for Fidelity Bond Renewal for County Clerk in which no purchase order was issued as required per County Purchasing Policy. BECERRA/CARDENAS
14	51-52	Authorize payment to Stars Information Solutions for \$695.00 for annual software and hardware support fee scanpro3000 Microfilm scanner for the Hays County Clerk's office in which no purchase order was issued as required per County Purchasing Policy. BECERRA/CARDENAS
15	53-56	Accept and approve the 2019 Racial Profiling Report from Hays County Constable Office, Precinct 1. INGALSBE/PETERSON

ACTION ITEMS

ROADS

16	57	Discussion and possible action to approve the selection of LAN, Inc. to provide preliminary schematic design services for three (3) low water crossings in Precinct 3; and authorize staff and counsel to negotiate a contract. SHELL/BORCHERDING
17	58-106	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Freese and Nichols, Inc. to provide schematic, environmental documentation and Plans, Specifications & Estimates (PS&E) services for the Jacobs Well Road Corridor Study Project from FM 2325 to RM 12 as part of the 2016 Road Bond Program. SHELL/BORCHERDING
18	107-108	Discussion and possible action to call for a public hearing on March 10, 2020 to establish a speed limit of 20 MPH in Sunfield subd, Phase 1, Sections 1-2, and a 35 MPH speed limit on Sunbright Blvd. JONES/BORCHERDING
19	109-112	Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 1 to a Contract between Hays County and American Structurepoint, Inc., executed on or about October 11, 2017, for the RM 3237 Safety Improvements project from RM 12 to RM 150 as part of the 2016 Road Bond Program. SHELL/BORCHERDING
20	113-115	Discussion and possible action to authorize the County Judge to execute the Second Amendment to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews & Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project. INGALSBE/JONES
21	116-119	Discussion and possible action to award RFQ 2020-Q02 Lime Kiln Road CE&I Professional Services to BGE, Inc. and authorize staff and General Counsel to negotiate a contract. SMITH/BORCHERDING

SUBDIVISIONS

22	120-132	Discussion and possible action to consider granting a variance from Chapter 725.3.07 (B) of the Hays County Development Regulations for the Amended Plat of Valley View West, Lots 4-E and 4-F. SMITH/MACHACEK
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MISCELLANEOUS

23	133-140	9:00 a.m. – Hold a public hearing to consider the proposed assessments to be levied against assessable property within Neighborhood Improvement Area #2 of the La Cima Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code. SHELL
24	141-294	Discussion and possible action to adopt an Order of the Commissioners Court of Hays County, Texas Accepting and Approving a Service and Assessment Plan and Neighborhood Improvement Area #2 Assessment Roll for La Cima Public Improvement District; Making a Finding of Special Benefit to the Property in Neighborhood Improvement Area #2 of the District; Levying Special Assessments Against Property within the District and establishing a Lien on such Property; Providing for the Method of Assessment and the Payment of the Neighborhood Improvement Area #2 Assessments in Accordance with Chapter 372, Texas Local Government Code, as amended, Providing Penalties and Interest on Delinquent Assessments, Providing for Severability, and Providing an Effective Date. SHELL
25	295-471	Discussion and possible action to adopt a Resolution of the Commissioners Court of Hays County, Texas Approving and Authorizing the County Judge to execute a La Cima Public Improvement District, Neighborhood Improvement Area #2 Landowner Agreement by and between Hays County, Texas, and LCSM Ph.2, LLC. SHELL
26	472-474	Discussion and possible action to award RFQ 2020-Q05 Conservation Subdivision Research and Development Project to Gap Strategies - Dandy Planning, LLC, and authorize staff and General Counsel to negotiate a contract. SHELL
27	475-479	Discussion and possible action to authorize the County Judge to execute a Maintenance Contract between Hays County and American Aerobic Management Systems (AAMS) in the amount of \$2,985 for the annual maintenance and inspections of all Hays County septic systems. BECERRA/T.CRUMLEY
28	480-482	Discussion and possible action to execute a Memorandum of Understanding between the Hays County Veteran's Service Office and Samaritan Center Counseling related to counseling services to individual veterans and/or their family members at no cost to the County. INGALSBE/PRATHER
29	483-486	Discussion and possible action to award RFQ 2020-Q03 On-Call CE&I Professional Services to place the following firms into a pool for services on an as-needed basis: BGE, Inc., Pape-Dawson Consulting Engineers, and HDR Engineering, Inc. JONES

30	487-497	Discussion and possible action to authorize the County Judge to execute an Agreement to Provide Joint Funding for the Provision of Youth Services, between Hays County, Texas State University, San Marcos CISD, and the City of San Marcos, related to the joint funding of a youth services director for the education of local youth. INGALSBE/SHELL
31	498	Discussion and possible action to appoint members to the Parks and Open Space Advisory Commission (POSAC). SHELL/INGALSBE
32	499	Discussion and possible action related to renegotiation of the Collective Bargaining Agreement between Hays County and Hays County Law Enforcement Association, including but not limited to selection of the bargaining team for Hays County. INGALSBE
33	500-503	Discussion and possible action related to utilizing County funds and/or County Grant Contributions for materials or items with a Seal or Logo other than the official Hays County Seal; and to authorize payment to Card Service Center for \$278 for FedEx Office printed materials related to the 2020 Census Outreach program. VILLARREAL-ALONZO
34	504-505	Discussion and possible action to modify the invoice approval process for certain expenditures within the County Wide Department and amend the budget accordingly. VILLARREAL-ALONZO

EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

35	506	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code consultation with counsel and deliberation regarding all individual positions in the Hays County Sheriff's Office. Possible action may follow in open court. JONES/CUTLER
36	507	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of each individual position within the Office of General Counsel. Possible action may follow in open Court. INGALSBE/KENNEDY
37	508	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court. BECERRA/MILLER
38	509	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, lease, exchange, or value of real property located on or near the San Marcos River in Precinct 1. Possible action may follow in open Court. INGALSBE/JOHNSON
39	510	Executive session pursuant to 551.071 and 551.072 or the Texas Government Code: consultation with counsel and deliberation regarding the purchase and/or value of real property qualifiable under the Hays County Regional Habitat Conservation Plan. Possible action may follow in open Court. SHELL

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

40	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA/RAVEN
41	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
42	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
43	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. BECERRA
44	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 21st day of February, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Presentation of Hays County Service Awards.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Miller

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Presentation of Hays County Service Awards

Name	Department
5 Years	
MAY, GINA K	County Court at Law 2
CULPEPPER, REBECCA	District Attorney's Office
BATISTE, FELICIA	Juvenile Detention Center
OLDHAM, KARA	Juvenile Probation
WOODS, CARIE	Sheriff's Office
10 Years	
HENRY, TINA	Sheriff's Office
15 Years	
THOMPSON, TIMOTHY WAYNE	Juvenile Detention Center
RAMIREZ, PATRICIA	Sheriff's Office
MORENO, RAUL	Transportation
20 Years	
HERNANDEZ, ERICA	Sheriff's Office
BORCHERDING, JERRY	Transportation
Retiree	
Debra Zoerb	District Attorney Office
Edna Chagolla	District Attorney Office

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioners Court Minutes of February 18, 2020.

ITEM TYPE

CONSENT

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY



FEBRUARY 18, 2020

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 18TH DAY OF FEBRUARY A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
WALT SMITH	COMMISSIONER, PCT. 4
ELAINE H. CÁRDENAS	COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
<https://hayscountytexas.com/commissioners-court/court-video/>
Transcript can be translated into any language through Google.com.

WITH COMMISSIONER PCT. 3 LON SHELL BEING ABSENT AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Stella Burkhalter, First Methodist Church in San Marcos, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Harvey Jenkins, Rodrigo Amaya, and Dan Lyon made public comments

34838 ADOPT A PROCLAMATION RECOGNIZING THE 9TH ANNUAL MISTICK KREWE OF OKEANOS MARDI GRAS ON FEBRUARY 22, 2020.

Rodrigo Amaya made a public comment. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to adopt a Proclamation recognizing the 9th Annual Mistick Krewe of Okeanos Mardi Gras on February 22, 2020. All present voted "Aye." MOTION PASSED.

34839 ADOPT A PROCLAMATION RECOGNIZING FEBRUARY 22, 2020 AS PRESIDENT GEORGE WASHINGTON DAY.

Rodrigo Amaya made a public comment. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to adopt a Proclamation recognizing February 22, 2020 as President George Washington Day. All present voted "Aye." MOTION PASSED.

34840 ADOPT A PROCLAMATION RECOGNIZING FEBRUARY 2020 AS DATING VIOLENCE AWARENESS AND PREVENTION MONTH.

Melissa Rodriguez, HCWC, commented. A motion was made by Commissioner Smith seconded by Commissioner Jones to adopt a Proclamation recognizing February 2020 as Dating Violence Awareness and Prevention Month. All present voted "Aye." MOTION PASSED.

4 PRESENTATION REGARDING IMPLEMENTATION OF THE DRIPPING SPRINGS TAX INCREMENT REINVESTMENT ZONE NO. 1 AND ZONE NO. 2 TOWN CENTER PROJECT.

No action was taken.

5 UPDATE ON PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC) BY CEO, JULIE PARSLEY.

Commissioner Ingalsbe and Commissioner Jones praised the cooperative for their work. No action was taken.



FEBRUARY 18, 2020

- 6 PRESENTATION BY TELEVON (PLENTEOUS CONSULTING SERVICES, LLC) OF AN OVERVIEW OF THEIR SERVICES, HOW IT RELATES TO HAYS COUNTY AND HOW THEIR SERVICES PERTAIN TO SAVING THE COUNTY TIME AND MONEY.**

Rodrigo Amaya made a public comment. No action was taken.

34841 APPROVE PAYMENTS OF COUNTY INVOICES.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to approve payments of County invoices. All present voted "Aye." MOTION PASSED.

34842 APPROVE PAYMENTS OF JUROR CHECKS.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to approve payments of juror checks. All present voted "Aye." MOTION PASSED.

34843 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to approve the payment of United Healthcare claims. All present voted "Aye." MOTION PASSED.

34844 APPROVE COMMISSIONERS COURT MINUTES OF FEBRUARY 4, 2020.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to approve Commissioners Court Minutes of February 4, 2020. All present voted "Aye." MOTION PASSED.

34845 APPROVE AMENDED COMMISSIONERS COURT MINUTES OF JANUARY 7, 2020.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to approve amended Commissioners Court Minutes of January 7, 2020. All present voted "Aye." MOTION PASSED.

34846 APPROVE THE PAYMENT OF THE FEBRUARY 15, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$2,800,000.00 EFFECTIVE FEBRUARY 14, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

Rodrigo Amaya made a public comment. A motion was made by Commissioner Jones seconded by Commissioner Smith to approve the payment of the February 15, 2020 payroll disbursements in an amount not to exceed \$2,800,000.00 effective February 14, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

34847 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HAYS COUNTY VETERAN SERVICE OFFICE AND AUSTIN VET CENTER #703.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to authorize the County Judge to execute the First Amendment to the Memorandum of Understanding (MOU) between Hays County Veteran Service Office and Austin Vet Center #703. All present voted "Aye." MOTION PASSED.

34848 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THREE SHORT-TERM RENTAL CABINS LOCATED AT 2701 FISCHER STORE ROAD, WIMBERLEY, TEXAS 78676.



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A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for three short-term rental cabins located at 2701 Fischer Store Road, Wimberley, Texas 78676. All present voted "Aye." MOTION PASSED.

34849 RATIFY THE SUBMISSION OF A GRANT APPLICATION TO TEXAS COUNTS FOR GET-OUT-THE-COUNT EFFORTS IN THE AMOUNT OF \$10,000.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to ratify the submission of a grant application to Texas Counts for Get-Out-The-Count Efforts in the amount of \$10,000. All present voted "Aye." MOTION PASSED.

34850 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR A TWO-BEDROOM RESIDENCE AND A PLUMBING WORKSHOP LOCATED AT 11919 FITZHUGH CORNERS, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for a two-bedroom residence and a plumbing workshop located at 11919 Fitzhugh Corners, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

34851 AUTHORIZE PAYMENT TO DATA RECOGNITION CORPORATION (DRC) SHELF CUSTOMER SERVICE FOR THE JUVENILE PROBATION DEPARTMENT RELATED TO TESTS OF ADULT BASIC EDUCATION (TABE) IN THE AMOUNT OF \$2,902 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED BY COUNTY PURCHASING POLICY.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize payment to Data Recognition Corporation (DRC) Shelf Customer Service for the Juvenile Probation Department related to Tests of Adult Basic Education (TABE) in the amount of \$2,902 in which no purchase order was issued as required by County Purchasing Policy. All present voted "Aye." MOTION PASSED.

34852 APPROVE OUT OF STATE TRAVEL FOR FOUR MEMBERS OF THE HAYS COUNTY VETERANS COURT TEAM TO ATTEND THE NATIONAL ASSOCIATION OF DRUG COURT PROFESSIONALS (NADCP) ALL RISE 20 CONFERENCE IN ANAHEIM, CA MAY 27-30, 2020.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve out of state travel for four members of the Hays County Veterans Court team to attend the National Association of Drug Court Professionals (NADCP) All Rise 20 Conference in Anaheim, CA May 27-30, 2020. All present voted "Aye." MOTION PASSED.

34853 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THE FITZHUGH BREW PUB LOCATED AT 15435 FITZHUGH ROAD, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility Permit for the Fitzhugh Brew Pub located at 15435 Fitzhugh Road, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

34854 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDERS #1 (TIME EXTENSION ONLY) TO THE PROFESSIONAL SERVICES AGREEMENTS WITH COBB, FENDLEY & ASSOCIATES, INC. FOR UTILITY COORDINATION RELATED TO LOW WATER CROSSINGS IN PCT. 1 AND PCT. 2 AS AUTHORIZED PER THE 2016 ROAD BOND PROGRAM EXECUTED ON OR ABOUT JULY 16, 2019.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute Change Orders #1 (time extension only) to the Professional Services Agreements with Cobb, Fendley & Associates, Inc. for utility coordination related to Low Water



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Crossings in Pct. 1 and Pct. 2 as authorized per the 2016 Road Bond Program executed on or about July 16, 2019. All present voted "Aye." MOTION PASSED.

- 34855 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #1 (TIME EXTENSION ONLY) TO A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND COBB, FENDLEY AND ASSOCIATES, INC. FOR UTILITY COORDINATION RELATED TO A LOW WATER CROSSING ON CHAPARRAL PARK ROAD AT LITTLE BEAR CREEK IN PCT. 2 AS PART OF THE 2016 ROAD BOND PROGRAM EXECUTED ON OR ABOUT JUNE 18, 2019.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute Change Order #1 (time extension only) to a Professional Services Agreement (PSA) between Hays County and Cobb, Fendley and Associates, Inc. for utility coordination related to a Low Water Crossing on Chaparral Park Road at Little Bear Creek in Pct. 2 as part of the 2016 Road Bond Program executed on or about June 18, 2019. All present voted "Aye." MOTION PASSED.

- 34856 ACCEPT AND APPROVE THE 2019 RACIAL PROFILING REPORT FROM HAYS COUNTY CONSTABLE OFFICE, PRECINCT 5.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to accept and approve the 2019 Racial Profiling Report from Hays County Constable Office, Precinct 5. All present voted "Aye." MOTION PASSED.

- 34857 AMEND THE TRANSPORTATION DEPARTMENT'S BUDGET FOR RECEIPT OF ROAD-BUILDING MATERIALS (APPROXIMATELY 470 TONS OF LIMESTONE ROCK ASPHALT, TYPE II, GRADE DS) VALUED AT \$33,419.35 FROM THE TEXAS DEPARTMENT OF TRANSPORTATION THROUGH THE 2020 TXDOT SURPLUS PROGRAM AND ADD SAME TO THE DEPARTMENT'S INVENTORY.**

Rodrigo Amaya made a public comment. A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to amend the Transportation Department's budget for receipt of road-building materials (approximately 470 tons of Limestone Rock Asphalt, Type II, Grade DS) valued at \$33,419.35 from the Texas Department of Transportation through the 2020 TxDOT Surplus Program and add same to the department's inventory. All present voted "Aye." MOTION PASSED.

- 34858 AUTHORIZE THE SHERIFF'S OFFICE TO PURCHASE K-9 EQUIPMENT TOTALING \$2,395 WITH SHERIFF DRUG FORFEITURE FUNDS AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to purchase K-9 Equipment totaling \$2,395 with Sheriff Drug Forfeiture Funds and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 34859 ADOPT A RESOLUTION AND AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE HAYS COUNTY VOLUNTEER VETERANS AT SCHOOL PROGRAM NOT TO EXCEED THE AMOUNT OF \$94,749.00.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to adopt a Resolution and authorize the County Judge to submit a grant application to the Office of the Governor, Criminal Justice Division for the Hays County Volunteer Veterans at School Program not to exceed the amount of \$94,749.00. All present voted "Aye." MOTION PASSED.

- 34860 ADOPT A RESOLUTION AND AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM FOR THE VICTIM ASSISTANCE FOR THE FAMILY JUSTICE CENTER.**



FEBRUARY 18, 2020

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to adopt a Resolution and authorize the County Judge to submit a grant application to the Office of the Governor, Criminal Justice Division, General Victim Assistance Program for the Victim Assistance for the Family Justice Center. All present voted "Aye." MOTION PASSED.

34861 AUTHORIZE THE SHERIFF'S OFFICE TO UTILIZE SHERIFF DRUG FORFEITURE FUNDS TO PURCHASE A MOBILE APP TO BETTER SHARE PUBLIC SAFETY INFORMATION WITH THE CITIZENS OF HAYS COUNTY AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to utilize Sheriff Drug Forfeiture Funds to purchase a mobile app to better share public safety information with the citizens of Hays County and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34862 ACCEPT AND APPROVE THE 2019 RACIAL PROFILING REPORT FROM HAYS COUNTY CONSTABLE OFFICE, PRECINCT 2.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to accept and approve the 2019 Racial Profiling Report from Hays County Constable Office, Precinct 2. All present voted "Aye." MOTION PASSED.

34863 AUTHORIZE A WAIVER TO THE PURCHASING POLICY FOR THE TRANSPORTATION DEPARTMENT TO UTILIZE ROADBOND SERVICE COMPANY FOR ROAD BASE STABILIZER MATERIALS AS NEEDED.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize a waiver to the purchasing policy for the Transportation Department to utilize Roadbond Service Company for road base stabilizer materials as needed. All present voted "Aye." MOTION PASSED.

34864 APPROVE RENEWAL OF IFB 2017-B03 CEMETERY MAINTENANCE FOR ONE ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve renewal of IFB 2017-B03 Cemetery Maintenance for one additional year as stated in the original bid. All present voted "Aye." MOTION PASSED.

34865 ADOPT A RESOLUTION AND AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE HAYS COUNTY CRIME PREVENTION TECHNOLOGY IN THE AMOUNT OF \$37,240.00.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to adopt a Resolution and authorize the County Judge to submit a grant application to the Office of the Governor, Criminal Justice Division for the Hays County Crime Prevention Technology in the amount of \$37,240.00. All present voted "Aye." MOTION PASSED.

34866 AUTHORIZE THE MAGISTRATION DIVISION TO PURCHASE ADDITIONAL COMPUTER EQUIPMENT AND OFFICE FURNITURE AND AMEND THE BUDGET ACCORDINGLY.

Rodrigo Amaya made a public comment. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the Magistration Division to purchase additional computer equipment and office furniture and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



FEBRUARY 18, 2020

- 34867 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND VOLKERT, INC. TO PROVIDE CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE SAWYER RANCH ROAD PEDESTRIAN, SCHOOL BUS AND SAFETY IMPROVEMENT PROJECT FROM MEADOW CREEK DRIVE TO BELTERRA DRIVE AS PART OF THE 2016 ROAD BOND PROGRAM.**

A motion was made by Commissioner Smith seconded by Commissioner Jones to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Volkert, Inc. to provide Construction Engineering Inspection (CEI) services for the Sawyer Ranch Road pedestrian, school bus and safety improvement project from Meadow Creek Drive to Belterra Drive as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

- 34868 GRANT A VARIANCE FROM CHAPTER 721.5.05 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS FOR THE THREE STARS SUBDIVISION.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to grant a variance from Chapter 721.5.05 of the Hays County Development Regulations for the Three Stars Subdivision. All present voted "Aye." MOTION PASSED.

- 34869 APPROVE A PRELIMINARY PLAN FOR SUB-1355, ANTHEM PHASE 1, REVISED PRELIMINARY PLAN (235 LOTS).**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve a preliminary plan for SUB-1355, Anthem Phase 1, Revised Preliminary Plan (235 Lots). All present voted "Aye." MOTION PASSED.

- 34870 CALL FOR A PUBLIC HEARING ON MARCH 3, 2020 TO DISCUSS FINAL PLAT APPROVAL OF THE REPLAT OF LOT 10, INDIAN HILLS SUBDIVISION; PLN-1401.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to call for a public hearing on March 3, 2020 to discuss final plat approval of the Replat of Lot 10, Indian Hills Subdivision; PLN-1401. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #37 RE: DISCUSSION AND POSSIBLE ACTION TO CONSIDER GRANTING A VARIANCE FROM CHAPTER 725.3.07 (B) OF THE HAYS COUNTY DEVELOPMENT REGULATIONS FOR THE AMENDED PLAT OF VALLEY VIEW WEST, LOTS 4-E AND 4-F. – **WAS PULLED.**

- 34871 APPOINT A HAYS COUNTY REPRESENTATIVE TO SERVE ON THE CENTRAL TEXAS CLEAN AIR COALITION (CAC); A ONE YEAR TERM ENDING 12/31/20.**

A motion was made by Judge Becerra seconded by Commissioner Jones to appoint a Hays County representative to serve on the Central Texas Clean Air Coalition (CAC); a one year term ending 12/31/20. All present voted "Aye." MOTION PASSED.

- 34872 PROMOTE AND FUND HEALTH CHECK 2020 FOR HAYS COUNTY EMPLOYEES, RETIREES ON OUR HEALTH PLAN, AND ELIGIBLE DEPENDENTS. AUTHORIZE PAYROLL DEDUCTION OF ADDITIONAL FEES FOR OPTIONAL SERVICES EMPLOYEES MAY ELECT.**

Rodrigo Amaya made a public comment. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to promote and fund Health Check 2020 for Hays County employees, retirees on our health plan, and eligible dependents. Authorize payroll deduction of additional fees for optional services employees may elect. All present voted "Aye." MOTION PASSED.



FEBRUARY 18, 2020

- 34873 AUTHORIZE THE EXECUTION OF THE HAYS COUNTY COUNSEL AT FIRST APPEARANCE RCT PROJECT FROM THE TEXAS INDIGENT DEFENSE COMMISSION (TIDC) IN THE AMOUNT OF \$136,500 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the execution of the Hays County Counsel at First Appearance RCT Project from the Texas Indigent Defense Commission (TIDC) in the amount of \$136,500 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 34874 AUTHORIZE THE DISTRICT ATTORNEY TO UTILIZE SALARY SAVINGS TO RESTRUCTURE ATTORNEY POSITIONS WITHIN THE FELONY DIVISION EFFECTIVE MARCH 1, 2020.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the District Attorney to utilize salary savings to restructure Attorney positions within the Felony Division effective March 1, 2020. All present voted "Aye." MOTION PASSED.

- 34875 AWARD RFQ 2020-Q04 WIMBERLEY VALLEY TRAIL EXTENSION AND MULTI MODAL PROJECT TO LNV, INC. AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to award RFQ 2020-Q04 Wimberley Valley Trail Extension and Multi Modal Project to LNV, Inc. and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

- 34876 AWARD RFP 2020-P05 BUILDER SERVICES TO THE FOLLOWING THREE FIRMS, ON AN AS-NEEDED BASIS: RM QUALITY CONSTRUCTION LLC, JAMES W. TURNER CONSTRUCTION, LTD., AND BRIZO CONSTRUCTION LLC AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT WITH EACH FIRM.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to award RFP 2020-P05 Builder Services to the following three firms, on an as-needed basis: RM Quality Construction LLC, James W. Turner Construction, Ltd., and Brizo Construction LLC and authorize staff and General Counsel to negotiate a contract with each firm. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #44 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. – WAS PULLED.

- 45 DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.**

Judge Becerra read the Sheriff's update of the inmate population. **No action taken.**

Clerk's Note Agenda Item #46 RE: DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.

Clerk's Note Agenda Item #47 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.

Clerk's Note Agenda Item #48 RE: DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.



FEBRUARY 18, 2020

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 11:34 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on February 18, 2020.



ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the payment of the February 29, 2020 payroll disbursements in an amount not to exceed \$3,900,000.00 effective February 28, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 25, 2020	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the February end of month payroll disbursements not to exceed \$3,900,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for the Buzz RV Park located at 145 Kai Vista Drive, Kyle, Texas 78640.

ITEM TYPE

CONSENT

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

John Susan of RW Susan, LLC is proposing an OSSF to serve the Buzz RV Park. This RV park will accommodate 14 RV spaces. This 15.38-acre tract of land is Lot 3 of Section 2 in the 3G Ranch Addition subdivision and will be served by a public water supply.

The system designer, Kyle Dehart, R.S., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 750 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 2 mobile homes located at 2600 Mathias Lane, Kyle, Texas 78640.

ITEM TYPE

CONSENT

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Maria Posada is proposing an OSSF to serve 2 mobile homes. This 2.00-acre tract of land is Lot 3 in the Jaramillo Posada subdivision and will be served by a public water supply.

The system designer, Stan Burrier, P.E., has designed a standard treatment system. After treatment, the effluent will be dispersed via low pressure pipe for a maximum daily rate of 480 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Permit #:
TRN-2020-3127-UTL

Road Name:
Central Park Loop

Utility Company:
City of San Marcos (Water & Waste Water)



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

**** Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. ****

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 2/17/2020 .

Utility Company Information:

Name: CITY OF SAN MARCOS
Address: 630 E HOPKINS SAN MARCOS TX
Phone:
Contact Name: MICHAEL CARDWELL

Engineer / Contractor Information:

Name: Austin Engineering Co., Inc.
Address: po box 342349 austin TX 78734
Phone: 5123271464
Contact Name: Travis Keller

Hays County Information:

Utility Permit Number: TRN-2020-3127-UTL
Type of Utility Service: PVC WATER AND PVC WASTEWATER
Project Description:
Road Name(s): CENTRAL PARK LOOP/ proposed - HEARTLEAF ROAD, CENTRAL PARK LOOP (75 FEET WEST OF PROPOSED HEARTLEAF ROAD), CENTRAL PARK LOOP/ proposed - FOUNTAIN GRASS DRIVE, , , , ,
Subdivision: LA CIMA
Commissioner Precinct: Precinct 3

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on 2/19/2020.

A handwritten signature in black ink, appearing to read "Tyler Peadar".

Permit Coordinator

02/19/2020

Signature

Title

Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve and accept the 2019 Racial Profiling Report for the Hays County Sheriff's Office.

ITEM TYPE

CONSENT

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

CUTLER

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Report attached.



MIKE DAVENPORT
Chief Deputy

JULISSA VILLALPANDO
Captain – Corrections

DAVID BURNS
Captain – Law Enforcement

MARK CUMBERLAND
Captain – Support Services

**GARY CUTLER
HAYS COUNTY SHERIFF**

1307 Uhland Road
San Marcos, Texas 78666
512-393-7800

February 12, 2020

The Honorable Ruben Becerra
County Judge
Hays County Commissioners Court

The Honorable Ruben Becerra,

In accordance with state law and specific to the Texas Code of Criminal Procedure, Chapter 2.132(b)(6) & (7), the following report has been prepared and is being respectfully submitted. The report consists of statistical data collected by the Hays County Sheriff's Office as prescribed by Texas CCP Chapter 2.133, for the calendar year of 2019. We have complied with the compilation and analysis of the information collected as required under Texas CCP Chapter 2.134 and have included our analysis in the report submitted. In addition, the Hays County Sheriff's Office has adopted a policy concerning Racial Profiling. The policy is within the requisite standards set forth by statute and recommended by the legislature.

Respectfully,

A handwritten signature in blue ink, appearing to read "Michael Davenport".

Michael Davenport
Chief Deputy, Hays County

HAYS COUNTY SHERIFF'S OFFICE



RACIAL PROFILING ANNUAL REPORT 2019

Report Prepared By:

Stephanie Robinson, Records Program Administrator

INTRODUCTION

This report contains the analysis of data obtained during motor vehicle stops by Hays County Sheriff's Office (HCSO) deputies for the reporting period of January 1, 2019 through December 31, 2019. The analysis, submission, and presentation of this data is required by the Texas Code of Criminal Procedure (TCCP) as part of the Sandra Bland Act of 2017. The purpose of this report is to certify that HCSO has met all reporting and analysis requirements of the Sandra Bland Act.

The data utilized for this analysis was compiled by HCSO through Tyler Technologies Brazos Software. The data was entered by HCSO deputies while conducting motor vehicle stops.

BACKGROUND

The Sandra Bland Act of 2017 removed the exemption of certain law enforcement agencies to report motor vehicle stops and thus mandates all agencies to comply with the following requirements in accordance with the TCCP:

- Article 2.132
 - Adopt a detailed written policy prohibiting racial profiling
 - Provide information and education on the complaint and compliment procedures
- Article 2.133
 - Collect specific data on each motor vehicle stop conducted
- Article 2.134
 - Compile and analyze the data collected under TCCP Article 2.133 and present the findings to the governing body

TCCP Article 2.123(a)(3) specifies the follow race/ethnicity categories for reporting:

A – Asian or Pacific Islander

B – Black

H – Hispanic or Latino

I – Alaskan Native or American Indian

W – White

MOTOR VEHICLE STOPS

Hays County Sheriff's Deputies made 16,800 motor vehicle stops in 2019. The following tables detail several categories of reporting data required by TCCP Article 2.134:

TABLE 1. MOTOR VEHICLE STOPS BY RACE AND GENDER

RACE	FEMALE	% FEMALE	MALE	% MALE	TOTAL	% TOTAL
A	76	1.2%	90	0.9%	166	1.0%
B	272	4.4%	487	4.6%	759	4.5%
H	1248	20.0%	2640	25.0%	3888	23.1%
I	9	0.1%	45	0.4%	54	0.3%
W	4647	74.3%	7286	69.1%	11933	71.0%
Grand Total	6252	100.0%	10548	100.0%	16800	100.0%

TABLE 2. REASON FOR STOP

RACE	MOVING TRAFFIC VIOLATION	PRE EXISTING KNOWLEDGE	VEHICLE TRAFFIC VIOLATION	VIOLATION OF LAW	TOTAL	% TOTAL
A	114	1	46	5	166	0.99%
B	449	5	260	45	759	4.52%
H	2469	37	1155	226	3887	23.14%
I	31	1	17	5	54	0.32%
W	7636	94	3349	855	11934	71.03%
Grand Total	10699	138	4827	1136	16800	100.00%

Sixty four percent of all motor vehicle stops were the result of moving traffic violations with the second highest reason being vehicle traffic violations at twenty nine percent.

TABLE 3. RESULT OF STOP

RACE	CITATION	% CITATION	WRITTEN WARNING	% WRITTEN WARNING	VERBAL WARNING	% VERBAL WARNING	ARREST	% ARREST
A	29	0.82%	33	1.1%	104	1.04%	0	0.0%
B	152	4.29%	110	3.6%	486	4.85%	11	6.3%
H	1104	31.20%	465	15.2%	2251	22.45%	68	38.6%
I	9	0.25%	11	0.4%	34	0.34%	0	0.0%
W	2245	63.44%	2441	79.8%	7150	71.32%	97	55.1%
Grand Total	3539	100.00%	3060	100.00%	10025	100.00%	176	100%

One percent of all traffic stops resulted in arrest, twenty one percent with a citation and over seventy five percent with a warning.

TABLE 4. SEARCH – CONSENT V. NON-CONSENT

RACE	CONSENT SEARCH	% CONSENT	NON-CONSENT SEARCHES	% NON-CONSENT
A	1	0.96%	2	0.50%
B	2	1.92%	28	6.98%
H	38	36.54%	120	29.93%
I	0	0.00%	0	0.00%
W	63	60.58%	251	62.59%
Grand Total	104	100.00%	401	100.00%

HCSO conducted 505 searches both consent and non-consent. A non-consent search was the result of probable cause, contraband in view, vehicle inventory, or incident to arrest.

TABLE 5. CONTRABAND HIT

RACE	TOTAL SEARCHES	TOTAL HIT	HIT RATE
A	3	1	33.33%
B	30	15	50.00%
H	158	98	62.03%
I	0	0	0.00%
W	314	232	73.89%
Grand Total	505	346	68.51%

A contraband hit is when the search results in contraband being found. HCSO discovered drugs, weapons, alcohol, currency, stolen property, and other items.

TABLE 6. USE OF FORCE

RACE	USE OF FORCE - BODILY INJURY
A	1
B	0
H	2
I	0
W	14
Grand Total	17

The Hays County Sheriff's Office used force that resulted in injury 17 times for a rate of .1% of all stops.

COMPLAINTS

HCSO did not receive any complaints of racial profiling in 2019.

PUBLIC EDUCATION

To fulfill the public education requirement, HCSO details compliment and complaint procedures on each citation or warning issued. Additionally, HCSO provides information on its website detailing how to file any concerns with the Office of Professional Responsibility.

POLICY ADOPTION

The agency has adopted a policy, General Orders section 321.06, defining racial profiling, prohibiting the act and establishing guidelines of discipline if deputies were found to engage in any form of racial profiling.

SUMMARY

Based on the data, at this time, the Hays County Sheriff's Office believes deputies are acting in accordance within all laws governing racial profiling and certifies that all legislative mandates have been met as required by TCCP.

Racial Profiling Report | Full

Reporting Date: 02/12/2020

Agency Name: HAYS CO. SHERIFF'S OFFICE
TCOLE Agency Number: 209100

Chief Administrator: GARY M. CUTLER

Agency Contact Information:
Phone: (512) 393-7808
Email: sheriff@co.hays.tx.us

Mailing Address:
1307 UHLAND ROAD
SAN MARCOS, TX 78666-5686

This Agency filed a full report

HAYS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the HAYS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the HAYS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HAYS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. SHERIFF'S OFFICE policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Mindi Duckworth, Registrar

Date: 02/12/2020

Total stops: 16800

Gender

Female	6252
Male	10548

Race / Ethnicity

Black	759
Asian / Pacific Islander	166
Hispanic / Latino	3888
White	11933
Alaska Native / American	54

Was race or ethnicity known prior to stop?

Yes	218
No	16582

Reason for stop?

Violation of law	1136
Preexisting knowledge	138
Moving traffic violation	10699
Vehicle traffic violation	4827

Street address or approximate location of the stop

City street	1893
US highway	2400
County road	11457
State highway	965
Private property or other	85

Was a search conducted?

Yes	505
No	16295

Reason for Search?

consent	104
contraband	16
probable	299
inventory	56

ncident to arrest	30
Was Contraband discovered?	
Yes	346
No	159
Description of contraband	
Drugs	248
Currency	2
Weapons	7
Alcohol	53
Stolen property	1
Other	67
Result of the stop	
Verbal warning	10025
Written warning	3060
Citation	3539
Written warning and arrest	18
Citation and arrest	32
Arrest	126
Arrest based on	
Violation of Penal Code	90
Violation of Traffic Law	35
Violation of City Ordinance	0
Outstanding Warrant	51
Was physical force resulting in bodily injury used during stop?	
Yes	17
No	16783

Submitted electronically to the



The Texas Commission on Law
Enforcement

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve a replacement lease for the Sheriff's Office through the Enterprise Master Equity Lease Agreement.

ITEM TYPE

CONSENT

MEETING DATE

February 18, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The Sheriff's Office has a 2018 Ford Taurus that was involved in a fleet accident and totaled. The S.O. is requesting to replace the leased vehicle with a leased 2019 Ford Sedan Police Interceptor.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the District Court to purchase one replacement Dell Latitude 5400 and one replacement OptiPlex 7070 Computer valued at \$1,714.74 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 25, 2020	\$1,715

LINE ITEM NUMBER

001-608-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Gary Steel	INGALSBE	N/A

SUMMARY

The District Court is requesting approval to purchase one replacement laptop for the Jury Room and one replacement computer for the District Court Administrator. The current equipment has malfunctioned, is no longer under warranty and will be cost prohibitive to repair. Salary savings within the Auditor's Office due to attrition are available to fund this purchase.

Budget Amendment:

(1,715) - Decrease Auditor Staff Salaries: 001-606-00.5021
35 - Increase District Court Data Supplies: 001-608-00.5202
1,680 - Increase District Court Computer_Ops: 001-608-00.5712_400

Attachment: Dell Quote No. 3000055617085.1 (laptop)
Dell Quote No. 3000055902574.1 (computer)
DIR-TSO-3763
Contract #C0000000006841



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000055902574.1
Total	\$725.94
Customer #	9657350
Quoted On	Feb. 19, 2020
Expires by	Mar. 20, 2020
Deal ID	17318888

Sales Rep	Chris Minchew
Phone	(800) 456-3355, 5138843
Email	Chris_Minchew@Dell.com
Billing To	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
INFORMATION TECHNOLOGY HAYS COUNTY 712 SOUTH STAGECOACH TRAIL STE. 1206 SAN MARCOS, TX 78666 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 7070 SFF MLK	\$725.94	1	\$725.94

Subtotal:	\$725.94
Shipping:	\$0.00
Non-Taxable Amount:	\$725.94
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$725.94

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

INFORMATION TECHNOLOGY
HAYS COUNTY
712 SOUTH STAGECOACH TRAIL
STE. 1206
SAN MARCOS, TX 78666
(512) 393-2273

Shipping Method

Standard Delivery

		Qty	Subtotal
OptiPlex 7070 SFF MLK	\$725.94	1	\$725.94

Estimated delivery if purchased today:
Mar. 02, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Optiplex 7070 SFF XCTO	210-ASEC	-	1	-
Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	338-BNZU	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
No Productivity Software	630-AAPK	-	1	-
8GB 1X8GB 2666MHz DDR4 Memory	370-AEBK	-	1	-
3.5 inch 500GB 7200rpm SATA Hard Disk Drive	400-AWFO	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
NO RAID	817-BBBN	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
OptiPlex 7070 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEJY	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
ODD Bezel, Small Form Factor	325-BCXP	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
Cyberlink Software for Windows 8/10 without media	430-XYIX	-	1	-
No Media Card Reader	379-BBHM	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
No Stand Option	575-BBBI	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
No Cove	320-BCGK	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell Applications for Windows	658-BBLB	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-

Software for OptiPlex 7070	658-BEHB	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
Placemat for OptiPlex 7070 SFF	750-ABKW	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	1	-
Shipping Label for DAO	389-BBUU	-	1	-
EPA Regulatory Label	389-DQJX	-	1	-
No CompuTrace	461-AABF	-	1	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
No Intel Responsive	551-BBBJ	-	1	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
Intel vPro Technology Enabled	631-ACCZ	-	1	-
2nd Intel Gigabit NIC PCIe Card (Low Profile)	555-BFBF	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Custom Configuration	817-BBBB	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
No Optane	400-BFPO	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	1	-

Subtotal:	\$725.94
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$725.94



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000055617085.1
Total	\$988.80
Customer #	9657350
Quoted On	Feb. 14, 2020
Expires by	Mar. 15, 2020
Deal ID	17318888

Sales Rep	Chris Minchew
Phone	(800) 456-3355, 5138843
Email	Chris_Minchew@Dell.com
Billing To	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	1	\$48.00
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$34.39	1	\$34.39
Dell Latitude 5400	\$866.70	1	\$866.70
Dell USB Slim DVD±RW drive - DW316	\$39.71	1	\$39.71

Subtotal:	\$988.80
Shipping:	\$0.00
Non-Taxable Amount:	\$988.80
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$988.80

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2273

Shipping Method

Standard Delivery

Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	Qty 1	Subtotal \$48.00
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Estimated delivery if purchased today:
Feb. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	1	-

Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$34.39	Qty 1	Subtotal \$34.39
---	----------------	------------------------	-----------------------------------

Estimated delivery if purchased today:
Feb. 24, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	1	-

Dell Latitude 5400	\$866.70	Qty 1	Subtotal \$866.70
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Estimated delivery if purchased today:
Feb. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5400 BTX Base	210-ARXJ	-	1	-
I5-8365U Processor	379-BDLC	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRMF	-	1	-
Intel vPro Technology Enabled	631-ACBI	-	1	-
8GB, 1x8GB, DDR4 Non-ECC	370-AECX	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	1	-
14" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEIO	-	1	-
Dual Pointing US English Backlit Keyboard	583-BFKP	-	1	-
No Mouse	570-AADK	-	1	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	1	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-

4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	1	-
Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C	346-BFJQ	-	1	-
Fixed Hardware Configuration	998-DNGJ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell Latitude 5400 SRV	658-BEGG	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
Direct ship Info Mod	340-AAPP	-	1	-
Smart Select MIN SHIP (DAO/BCC)	340-CMDY	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	1	-
No Option Included	340-ACQQ	-	1	-
ENERGY STAR Qualified	387-BBNO	-	1	-
Latitude 5400 Quick Start Guide	340-CLYF	-	1	-
E5 US Power Cord	450-AAEJ	-	1	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	1	-
Latitude 5400 bottom door	321-BEKW	-	1	-
EAN label	389-BKKL	-	1	-
US Order	332-1286	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

Dell USB Slim DVD±RW drive - DW316	\$39.71	Qty	Subtotal
Estimated delivery if purchased today: Feb. 20, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763		1	\$39.71

Description	SKU	Unit Price	Qty	Subtotal
Dell USB Slim DVD±RW drive - DW316	429-AAUQ	-	1	-

Subtotal:	\$988.80
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$988.80

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize payment to Waldrip Insurance Agency for \$1,750 for Fidelity Bond Renewals for two County Court at Law Judges in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 25, 2020	\$1,750

LINE ITEM NUMBER

001-612-00.5302

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Zelhart/Judge Johnson	INGALSBE	N/A

SUMMARY

The County Court at Law Offices renewed fidelity bonds for County Court at Law Judges, Tacie Zelhart and Chris Johnson and failed to obtain a purchase order as required per County Purchasing Policy. Funds are available in their operating budget for this expense.

Attachment: Waldrip Insurance Agency Invoices #047176 & 047177

cc 2
WALDRIP INSURANCE AGENCY,

INVOICE

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

Entered by: 125
Entered on: 01/24/2020
Producer: 100

TACIE MARIE ZELHART
712 S. STAGECOACH TRAIL
San Marcos, TX 78666

Customer	Date	Invoice#
103176	01/24/2020	047176
Policy Number	Policy Effective	Policy Expiration
601143863	01/01/2020	01/01/2021

Please detach and return with remittance

Amount Remitted \$ _____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INS	FIDELITY BOND	RENEWAL		875.00	
PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY				Please Pay This Amount	875.00

Tacie Zelhart

CLL 2
WALDRIP INSURANCE AGENCY,

INVOICE

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

Entered by: 125
Entered on: 01/24/2020
Producer: 100

CHRISTOPHER PATRICK JOHNSON
712 S. STAGECOACH TRAIL
San Marcos, TX 78666

Customer	Date	Invoice#
103175	01/24/2020	047177
Policy Number	Policy Effective	Policy Expiration
601143862	01/01/2020	01/01/2021

Please detach and return with remittance

Amount Remitted \$ _____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INC	FIDELITY BOND	RENEWAL		875.00	
PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY				Please Pay This Amount	875.00

Christopher P. Johnson

FEB 18 2020

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize payment to Waldrip Insurance Agency for \$875.00 for Fidelity Bond Renewal for County Clerk in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 25, 2020	875.00

LINE ITEM NUMBER

001-617-00.5302

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

WALDRIP INSURANCE AGENCY,**INVOICE**

FILED
HAYS COUNTY, TEXAS
at _____ o'clock _____ M.
FEB 10 2020

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

Entered by: 125
Entered on: 01/30/2020
Producer: 100

Elaine Hanson Cardenas
COUNTY CLERK

ELAINE HANSON CARDENAS
501 CARNEY LANE
Wimberley, TX 78676

Customer	Date	Invoice#
103173	01/30/2020	047280
Policy Number	Policy Effective	Policy Expiration
601143783	01/01/2020	01/01/2021

Please detach and return with remittance

Amount Remitted \$ _____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INS	FIDELITY BOND	RENEWAL		875.00	
PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY				Please Pay This Amount	875.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize payment to Stars Information Solutions for \$695.00 for annual software and hardware support fee scanpro3000 Microfilm scanner for the Hays County Clerk's office in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 25, 2020	695.00

LINE ITEM NUMBER

101-617-10.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

12813 Wetmore Rd.
San Antonio, TX 78247
USA

Voice: (210)490-9156
Fax: (210)490-5753



Invoice

Invoice Number
045155
Invoice Date
Nov 1, 2019
Page:
1

Due Date
Dec 1, 2019

Sold To:

Hays County Auditor
712 South Stagecoach Trail
STE 1071
San Marcos, TX 78666

Ship to

Hays County Clerk
712 Stagecoach Trail
Ste 2008
San Marcos, TX 78666

Customer ID		Customer PO		Payment Terms	
HCA				Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
SA06		Best Way			12/1/19
Quantity	Item	Description		Unit Price	Extension
1	30CONTRACT	Annual Software and Hardware Support on ScanPro3000 Microfilm Scanner s/n 30-1349-726004218 for period 11-7-19 to 11-6-20		695.00	695.00

PAST DUE

Check No

Subtotal	695.00
Sales Tax	
Total Invoice Amount	695.00
Payment Received	
TOTAL	\$ 695.00

Past Due Accounts May be charged 18%

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Accept and approve the 2019 Racial Profiling Report from Hays County Constable Office, Precinct 1.

ITEM TYPE

CONSENT

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY

David Peterson

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The annual Racial Profiling Report has to be submitted for 2018 in accordance to Law Enforcement Policy on Racial Profiling - Article 2.132 Texas Code of Criminal Procedure (7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

Racial Profiling Report | Full

Reporting Date: 02/20/2020

Agency Name: HAYS CO. CONST. PCT. 1
TCOLE Agency Number: 209101

Chief Administrator: DAVID L. PETERSON

Agency Contact Information:
Phone: (512) 393-7730
Email: dpeterson@co.hays.tx.us

Mailing Address:
712 S STAGECOACH TRL STE 2210
SAN MARCOS, TX 78666-6257

This Agency filed a full report

HAYS CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the HAYS CO. CONST. PCT. 1 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 1 policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: DAVID L. PETERSON, CONSTABLE

Date: 02/20/2020

Total stops: 796

Gender

Female	378
Male	418

Race / Ethnicity

Black	62
Asian / Pacific Islander	4
Hispanic / Latino	20
White	710
Alaska Native / American	0

Was race or ethnicity known prior to stop?

Yes	0
No	796

Reason for stop?

Violation of law	0
Preexisting knowledge	0
Moving traffic violation	796
Vehicle traffic violation	0

Street address or approximate location of the stop

City street	753
US highway	0
County road	0
State highway	43
Private property or other	0

Was a search conducted?

Yes	0
No	796

Reason for Search?

consent	0
contraband	0
probable	0
inventory	0

ncident to arrest	0
Was Contraband discovered?	
Yes	0
No	796
Description of contraband	
Drugs	0
Currency	0
Weapons	0
Alcohol	0
Stolen property	0
Other	0
Result of the stop	
Verbal warning	0
Written warning	758
Citation	38
Written warning and arrest	0
Citation and arrest	0
Arrest	0
Arrest based on	
Violation of Penal Code	0
Violation of Traffic Law	0
Violation of City Ordinance	0
Outstanding Warrant	0
Was physical force resulting in bodily injury used during stop?	
Yes	0
No	796

Submitted electronically to the



The Texas Commission on Law
Enforcement

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to approve the selection of LAN, Inc. to provide preliminary schematic design services for three (3) low water crossings in Precinct 3; and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 25, 2020	\$0.00

LINE ITEM NUMBER

Fund 034

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SHELL	N/A

SUMMARY

Precinct 3 has a number of low water crossings that flood frequently. Preliminary schematic design is proposed to be conducted at Rolling Oaks Drive approximately 1450' north of the Rolling Oaks/FM3237 intersection; FM 1492/ Blanco River Crossing; and, Wayside Drive/Blanco River Crossing. Funding for the preliminary design for these 3 low water crossings would come from the County's 2016 Road Bond Program Drainage/Low Water Crossings/Bridge Replacements/Environmental Mitigation/Conservation and Non-Motorized Transportation funding category. Approval of LAN, Inc. for preliminary schematic design services would position the identified low water crossings to move quickly to advanced project development and construction. LAN, Inc. has been pre-qualified by Hays County for the requested services. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Freese and Nichols, Inc. to provide schematic, environmental documentation and Plans, Specifications & Estimates (PS&E) services for the Jacobs Well Road Corridor Study Project from FM 2325 to RM 12 as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 25, 2020	\$850,000.00

LINE ITEM NUMBER

034-803-96-775-]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

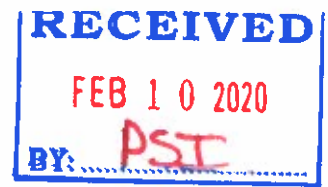
AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
JERRY BORCHERDING	SHELL	N/A

SUMMARY

The Jacobs Well Road Corridor Study from FM 2325 to RM 12 has been identified as a high priority safety project for Precinct 3 and the County. The study would address right-of-way widening to accommodate school bus and increasing passenger vehicle traffic anticipated with the opening of the new elementary school and improve sight distances, and safety improvements at key intersections. Funding for the Corridor Study would come from the County's 2016 Road Bond Program Safety/Mobility/(County & State System) Match funding category [26-775-034]. Approval of Freese & Nichols, Inc. contract for schematic, environmental documentation and PS&E services would position critical elements of this important safety project to move quickly to construction and allow the County to possibly seek construction funding through CAMPO.

Freese & Nichols has been pre-qualified by Hays County for the requested services and was selected to negotiate a contract on March 26, 2019. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.



HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Freese and Nichols, Inc (“Engineer”)
ADDRESS: 4055 International Plaza, Suite 200, Fort Worth, Texas 76109
PROJECT: Jacobs Well (“Project”)

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is eight hundred and fifty thousand Dollars (\$850,000) (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

OK
m 2/4/22

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Manager
Attn: Michael Weaver
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Juan Sierra, PE
9601 McAllister Freeway, Suite 1008
San Antonio, TX 78216

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated

Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14 **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15 **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County Auditor
c/o: Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

With copy to: County's Road Bond Manager
Attn: Michael Weaver
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
 111 E. San Antonio Street, Suite 300
 San Marcos, Texas 78666

With copy to: County's Road Bond Manager
HNTB
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Michael J. Weaver

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: Freese and Nichols, Inc.
9601 McAllister Freeway, Suite 1008
San Antonio, TX 78216
Attn: Juan Sierra, PE

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other

party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

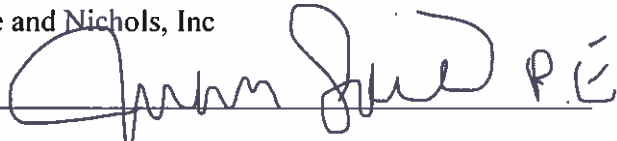
Date: _____, 20____

OK
N/g 2/11/2021

ENGINEER

Freese and Nichols, Inc

By

 P.E.

Printed Name: Juan Sierra, PE

Title: Vice President

Date: January 31, 2020

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Freese and Nichols, Inc.

Name of Firm



Signature of Certifying Official

Chris B Basco

Printed Name of Certifying Official

Vice President

Title of Certifying Official

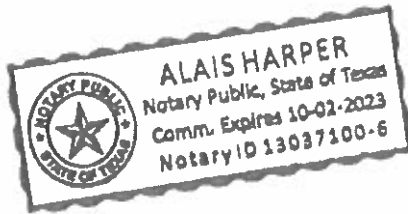
1-31, 2020

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Chris Bosco
the Vice President of Freese and Nichols, on behalf of
said firm.



Alais Harper
Notary Public in and for the
State of Texas

My commission expires: 10-02-23

EXHIBIT B

Jacobs Well (Co. Road 182) Corridor FM 2325 to RM 12

SERVICES TO BE PERFORMED BY FREESE AND NICHOLS, INC (FNI)

This project includes a corridor study and preliminary engineering services for Jacobs Well Road from FM 2325 to RM 12 roughly 2.9 miles in length. The existing corridor consists of a 2-lane existing section with minimal shoulders along the entirety of the corridor with a turn bay added at intersection with FM 2325 and RM 12. The corridor study will identify alternatives for the Jacobs Well intersection with Mt. Sharp Road (Co. Road 220) and coordination with alternatives for RM 12 (by others), alternatives for the low water crossing at Cypress Creek, and suggested improvements along the corridor to improve operations and safety. Suggested improvements will include near-term, mid-term, and long-term improvements. Once approved by the County, preliminary engineering (30% design) will be performed for the three sets of improvements. Full engineering design (PS&E) and construction funding will be determined in the future and performed as part of a future, separate work authorization.

Services related to the design and plan production for this project will be performed in accordance with the latest available Hays County and TxDOT manuals, guidelines and standards, as applicable.

The development of the project will be consistent with applicable Hays County design procedures and practices. This project will be developed utilizing Microstation V8i and OpenRoads.

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. ROUTE AND DESIGN STUDIES

A. DATA COLLECTION

1. Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the corridor and intersection improvements to those properties.
2. Develop a photo inventory of the project site for reference in project meetings, discussions with stakeholders and discussions with developers, etc. during the project development.
3. Gather and review information from the County, City of Woodcreek, Wimberley Independent School District, Texas Department of Transportation, and other available sources including existing subdivision plans, project files, automated road inventory sheets, PMIS data, existing geometric conditions, existing typical sections, existing drainage facilities, existing bridge and culvert data and traffic data. Obtain FEMA Flood insurance maps and corresponding studies relating to the project corridor.

B. CORRIDOR STUDY

1. The Engineer shall develop the project design criteria to be used for the project. The Engineer shall attend a design concept conference with the County to establish the criteria and develop the design criteria report.
2. Develop (3) alternative configurations for the Mt. Sharp (Co. Road 220) intersection and Cypress Creek low water crossing. Alternatives will include options for near-term, mid-term, and long-term improvements. Prepare conceptual cost estimates for these configurations. Exhibits for alternatives will be roll plots and will include existing and proposed typical sections showing lane, shoulder and pedestrian facility widths. Configurations will include drainage considerations and infrastructure necessary.
3. Develop exhibits for near-term and mid-term, and long-term improvements along the corridor based on input from the County, school district, and other stakeholders. A Corridor Improvement Plan will be developed describing all improvements. Prepare conceptual cost estimates for improvements identified on the exhibits.
4. Evaluate safe locations for bus stops along the corridor utilizing input from stakeholders.

1/22/2020

C. SCHEMATIC LAYOUT DEVELOPMENT

1. Revise roadway design criteria based on the alternative analysis. Meet with the county to discuss and coordinate these revisions and obtain approval.
2. Prepare horizontal geometrics for areas of corridor realignment and the selected intersection alternatives.
3. Prepare vertical geometrics for the roadway at intersections, Cypress Creek low water crossing, and other areas identified for improvement or realignment.
4. Develop existing and proposed typical sections for inclusion on project schematics.
5. Develop preliminary schematic cross sections at 100' intervals in the areas of improvements. These cross sections will be for estimation of cut and fill quantities, determining potential retaining wall locations and heights, and right-of-way acquisition, if applicable.
6. Review cross sections to determine if retaining walls will be required for the project and approximate limits. No layouts or design for retaining walls are included with this proposal for schematic or alternative development.
7. Review crash data to determine if there is an increase in incidents in evening and nights compared to daylight hours. Evaluate all intersections for general safety (commonly referred to as Safety Lighting) and make recommendations for locations. Prepare technical memorandum summarizing findings and recommendations.
8. Finalize Engineer's opinion of probable cost for the selected configurations.
9. Prepare one project schematic for the project corridor for ultimate roadway configuration. Schematic will also delineate and call out intermediate improvements that may be performed prior to construction of the ultimate roadway. Plots will include required elements suitable for submission Hays County. The roll plot will not exceed 10' in length with a 1"=100' horizontal scale and 1"=10' vertical scale. Depict the following on the project layout plot:
 - (a) The horizontal alignments will show bearings in the tangent sections and curve data including delta angles, PI stations, tangent lengths, length of curve, and radii. The plan views will show the centerline, edge of pavement, striping, lane widths, shoulder widths, cross slopes, superelevations with transitions, direction of traffic flow, and layouts for speed change lanes.
 - (b) The vertical alignment will show existing and proposed elevations at 50-foot intervals, vertical curve VPI stations, curve lengths, superelevation rates and transitions, design speeds, and "K" values within the areas of applicable improvements.
 - (c) The existing apparent ROW limits and proposed ROW limits.
 - (d) Anticipated retaining wall locations (if any).
 - (e) Proposed striping and lane numbers, and proposed signal pole locations. Small signs will not be developed at the project layout phase.
 - (f) Current and projected traffic volumes as developed by the traffic data collection and analysis task and proposed design speed.
 - (g) Existing utility locations in plan emphasizing those, which are in conflict with the proposed construction. Proposed utilities will not be shown.
 - (h) Significant drainage structures (existing and proposed) as determined by Hydrologic and Hydraulic report.

D. TRAFFIC DATA COLLECTION, ANALYSIS AND REVIEW

1. DATA COLLECTION

- (a) Perform field investigations of the project. These investigations will include a site visit to the project site and adjacent area to gather pertinent information relating to the corridor.
- (b) Obtain existing weekday 13 core-hours (6:00 am to 7:00 pm) of turning movement counts at the following intersections on Jacobs Well Road:
 - Jacobs Well Road @ CR 220
 - Jacobs Well Road @ FM 2325
 - Jacobs Well Road @ Woodacre Drive
 - Jacobs Well Road @ Pleasant Valley Road
 - Jacobs Well Road @ Augusta Drive
 - Jacobs Well Road @ Jacobs Well Ranch Road
 - *Jacobs Well Road @ RM 12 to be provided by others*
- (c) Obtain proposed roadway geometry improvements in study area.

- (d) Obtain information on approved developments near the study area.
- (e) Obtain information on anticipated growth near the study area.
- (f) Obtain existing crash data in the last 5 years.
- (g) Obtain 24-hour traffic speed measurements at the following locations:
 - Eastbound along FM 2325 west of Jacobs Well Road
 - Westbound along FM 2325 east of Jacobs Well Road
 - Bi-directional at three locations along Jacobs Well Road, to be determined during site visit.
- (h) Obtain line of sight measurements at significant points of curvature along Jacobs Well Road.

2. ANALYSIS AND TECHNICAL MEMORANDUM

- (a) Analyze traffic counts and field observations to determine existing traffic pattern.
- (b) Project future traffic volumes for 5 year and 10 year scenarios by applying an appropriate growth factor to the background traffic or adding new trips generated by future developments.
- (c) Analyze proposed roadway improvements and use reasonable assumptions to distribute traffic in the area.
- (d) Use Synchro software to develop AM and PM peak-period traffic operations model for the intersections along Jacobs Well at FM 2325, Woodacre Drive, Pleasant Valley Road, Augusta Drive, CR 220, Jacobs Well Ranch Road and RR 12.
- (e) Evaluate future traffic operations conditions at the above intersection for 5 year and 10 year scenario.
- (f) Analyze existing crash data along Jacobs Well in the corridor.
- (g) Perform a speed study and traffic operations memorandum for the corridor evaluating existing traffic speeds, level of service for intersections and corridor, sight-distance and turning movement issues.
- (h) Prepare a Technical Memorandum documenting the existing and projected traffic operations

E. HYDROLOGY AND HYDRAULIC ANALYSIS

(a) Data Collection

The Engineer will conduct field investigations to observe existing channel characteristics and bridge/culvert structures. The Engineer will assess channel and overbank roughness values using field notes and photographs. Based on preliminary review there is one major creek crossing at Cypress Creek, which also crosses Mount Sharp Road (Tributary CC-1A) near the intersection with Jacobs Well Road, and four minor cross-culverts that will be analyzed including the crossing on Mt. Sharp Road.

(b) Hydrology

For these crossings the hydrologic analysis will be performed using, Rational Method, HEC-HMS, or other accepted hydrologic methods. Per the Hays County Development Regulations, hydrologic design methodologies will use TxDOT Methodology. Existing land use condition will be assumed for drainage areas outside the proposed ROW. Existing and proposed flows for the 5 year (20 % AEP), 10 year (10% AEP), 25 year (4% AEP) and 100 year 1% AEP) frequency storms will be computed. Hydrologic analysis will utilize Atlas 14 rainfall data.

(c) Hydraulics

The design criteria for these crossings will be based on the current version of the Hays County Development Regulations. A summary of the criteria will be prepared and reviewed with the County prior to initiating design. The hydraulic analysis will be performed using HEC-RAS or HY-8 software. Tailwater assumptions will be based on normal depth in the downstream channel.

Engineer anticipates using HY8 for the minor culverts. Engineer will obtain the FEMA preliminary hydraulic model(s) for Cypress Creek and Tributary CC-1A from the FEMA map center or the City of Wimberly. If hydraulic models are not available additional services will be required to develop working RAS models for the analysis and design.

Perform preliminary hydrologic and hydraulic analysis/sizing to determine sizes of major cross drainage structures at the Cypress Creek low water crossing and Tributary CC-1A.

(d) Mitigation

The Engineer will develop one mitigation alternative for each roadway/bridge alternative for the Cypress Creek low water crossing, to limit the increase in water surface elevations of the 5 year (20 % AEP), 10 year (10% AEP), 25 year (4% AEP) and 100 year (1% AEP) frequency storms to adjacent buildings or roadway surfaces, if applicable. These alternatives are anticipated to be various modifications at, or adjacent, to the crossing such as overbank grading or channel modifications. These alternatives will include preliminary layouts and sizing but not a detailed grading or design. The floodplain storage impacts of these alternatives will also be assessed.

(e) Drainage Report (Preliminary)

Prepare a preliminary drainage report that includes a section summarizing the findings of the above analysis. This section of the report will include:

- (i) Exhibits showing the contributing area to each anticipated crossing structure.
- (ii) Preliminary sizing of each structure and proposed mitigation
- (iii) Determination if any proposed drainage easements are required to adequately drain the proposed facility including typical ditch calculations and inundation areas created by the culvert crossings.
- (iv) Cost estimates for the low water crossings.

The report will include a summary of the hydrologic methodology, rainfall data, and calculations. The report will also summarize potential hydraulic impact of the proposed improvements to the Cypress Creek Low Water Crossing.

The report will summarize the hydraulic methodology and calculations. The report will also summarize the potential hydraulic impact of, and mitigation for, proposed improvements to the Cypress Creek Low Water Crossing.

(f) Drainage Report (Final)

The Engineer will incorporate comments from the County, as appropriate, and will prepare the final design report.

(g) Additional Services

- (i) Any crossing analyses or preliminary design beyond those identified in this scope.
- (ii) Preparation of a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) are not anticipated and are not included in this scope of services. A determination if this work is needed based on a decision by the local floodplain administrator after the impacts have been assessed.

F. WATER QUALITY

This project is contained in the Edwards Aquifer Contributing Zone. A Contributing Zone Plan will be developed for the proposed alternative.

II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

A. ENVIRONMENTAL SERVICES

(a) OBTAIN EXISTING ENVIRONMENTAL CONSTRAINTS DATA

Perform a desktop review of environmental constraints for up to three alternatives along the project corridor. Constraints to be identified include:

- (i) Cemeteries
- (ii) Parks
- (iii) Soils
- (iv) Properties on the National Register of Historic Places
- (v) Known archeological sites
- (vi) Known hazardous materials sites
- (vii) Data from the Texas Parks and Wildlife Department's Natural Diversity Database
- (viii) United States Fish and Wildlife Service's Critical Habitat Mapper
- (ix) National Wetlands Inventory Data

- (x) Edwards Aquifer Contributing Zone
- (xi) Nature preserves and wildlife management areas
- (xii) Cypress Creek Watershed Environmentally Sensitive Area
- (xiii) FEMA Floodplains
- (xiv) National Hydrography Dataset
- (xv) Land Uses identified through aerial photo interpretation
- (xvi) Environmental justice populations

(b) CONDUCT PRELIMINARY SITE VISIT

Once the County's preferred alignment alternative has been selected, FNI environmental scientists will conduct a windshield survey to observe potential environmental constraints identified in the desktop review, where accessible.

(c) PRELIMINARY ENVIRONMENTAL CONSTRAINTS MAP

Prepare a preliminary environmental constraints map of the study area on digital orthophotography using GIS. The map shall include information from the desktop review and additional constraints (if, any) identified during the site visit. The limits of the corridor will be placed on the constraints map to allow the development of alternative routes within the chosen corridor.

(d) TECHNICAL MEMORANDUM

A technical memorandum describing environmental constraints within the study area will be prepared. The technical memorandum will include the above-mentioned items and the environmental constraints map will be included as an appendix. This information shall be provided to the project design team to assist in the development of corridor improvements.

(e) THC COORDINATION

Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. FNI's staff archeologist will conduct a desktop review of the project corridor (including research of adjacent cemetery) and prepare a letter to the Texas Historical Commission (THC) describing the project and requesting their review. Any follow up studies required by the THC are not included in this scope of services.

(f) PROJECT TEAM COORDINATION

FNI environmental scientists will coordinate with the project team (Client and Design engineers) on the findings of the desktop review, site visit, and provide environmental permitting input into the design of the project.

B. PUBLIC INVOLVEMENT

1. Compile, maintain and update a mailing list of people, agencies and organizations interested in the project. The County shall provide relevant data, as available. The Engineer shall provide property owner contact information to the County.
2. Help conduct one (1) open house format public meeting by setting up the facility, providing personnel to attend and support meeting.
 - (a) Prepare one (1) meeting notice for publishing in local papers to notify the public in advance of the established date. Note: the County will pay the cost of the public notice
 - (b) Prepare hand out materials for the public meeting including a fact sheet, project location map, and comment card.
 - (c) Prepare exhibits for the public meeting including up to five (5) 28"x36" exhibit boards, roll plot schematics, sign in sheets, directional signage, and comment station materials.
 - (d) Prepare a public meeting summary report and associated response to comments document.
3. Conduct personal stakeholder / affected property owners' meetings (maximum of 5) as deemed necessary by corridor improvements.

III. SURVEYING SERVICES

A. ROW Legal Descriptions and Property Research

Prepare a property base map of 91 parcels adjacent to Jacobs Well Road in Hays County, Texas, and adjacent highways that will include boundary lines, existing right-of-way lines, easement lines as shown in recorded plats, and owner names with deed information. Additional property lines along the right-of-way will be shown for informational purposes (not suitable to right-of-way acquisition). Deliverables shall include a 2D Microstation V8 CAD file and Google Earth kmz file for reference.

B. DESIGN SURVEY

Provide a topographic survey of Jacobs Well Road in Hays County, Texas, from FM 2325 to RM 12 being approximately 15,300 linear feet from right-of-way to right-of-way to include 200 linear feet along Woodacre Drive, 200 linear feet along Mt. Sharp Road, and 500 linear feet along RM 12 from the intersection with Jacobs Well Road, for an approximate total of 16,200 linear feet. To avoid having to acquire right of entry, it is assumed that the topographic survey will extend only 5 feet outside of the existing right-of-way into the adjacent properties along the current roadway path.

1. 3 primary controls will be set along the route established by 2-hour static sessions and processed through OPUS. Primary control will be 1/2" iron rods with red caps stamped "Maestas Control". TxDOT will be contacted to acquire any control along FM 2325 and RM 12 to be included into the control network, if available and in the immediate area.
2. Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone (4204), NAD83 (2011). Elevations will be referenced to NAVD88 and established using the GEOID18 model.
3. Secondary control will be established along the length of the project, if needed.
4. Differential leveling will be performed through all primary and secondary control to maintain vertical accuracy.
5. Monumentation and other evidence along the project route will be recovered to re-establish the right-of-way for Jacobs Well Road, the intersecting roads, and adjacent parcels.
6. The topographic/design survey will include the location of all improvements and visible utilities within the existing right-of-way.
7. A majority of the topo and improvements will be collected by utilizing mobile LiDAR. This method will eliminate the need to have survey crews working within the travel lanes, directing traffic, and increase overall safety. Obscure areas identified in the scan will be supplemented using traditional survey methods.
8. Cross sections will be taken at 100-foot stations along straight segments of roadway and 50-foot stations in any curved segments. All major grade breaks and drainage features will be included.
9. Digital photographs will be acquired simultaneously with the LiDAR scan along the entire length of the project and of all drainage structure crossings.
10. Hardwood trees that are 8 inches in diameter and larger will be located and tagged, indicating the size and species of each tree, excluding cedar and hackberry trees.

C. DELIVERABLES

1. The Surveyor shall provide:
 - (a) 2D MicroStation V8 planimetric file.
 - (b) 3D MicroStation V8 DTM file including break-lines and 1-foot contours.
 - (c) Geopak V8i DTM (tin) file.
 - (d) ASCII point file.
 - (e) PDF file of each Surveyor's project fieldbook.
 - (f) Spreadsheet of landowners

D. ASSUMPTIONS

1. ROW will be resolved for the entire project limit from Ranch Road 12 to FM 2325.
2. Topo sections at the low water crossing will extend an additional 100 feet outside the ROW both up and downstream.
3. Right of entry coordination is included.
1. Right of way metes and bounds and parcel plats are not included and are considered an additional service.

IV. UTILITIES

1. Utility Coordination

(a) Preliminary Design Phase

- (i) **Develop Utility Contact List** – The Engineer will establish contact with existing utility companies within and adjacent to the project area and create a utility contact list. This list will be maintained throughout the project.
- (ii) **As-builts/Records Research** – The Engineer shall contact all known utility providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities.
- (iii) **Existing Utility Layout** – The Engineer will create an existing utility layout (Level C). This layout shall include all existing utilities in relation to proposed roadway improvements to assist in conflict assessment, monitor necessity of relocation and evaluate alternatives.
- (iv) **Preliminary Conflict Assessment** – The Engineer will perform a preliminary conflict assessment to determine utility conflicts within the proposed roadway alignment.

(b) 30% Design Phase

- (i) **30% Conflict Assessment** – The Engineer will update the preliminary conflict assessment and determine which utilities will conflict with the proposed corridor improvements based on the schematic plans and make the utility company aware of these conflicts. The Engineer will be reviewing direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines.
- (ii) **Evaluate Relocation Alternatives** – The Engineer will provide input on potential relocations necessary based upon proposed improvements and will coordinate with utility companies and designers.

V. GEOTECHNICAL

1. The Engineer will prepare a pavement design report that will present recommendations for the design of the roadway pavement sections. The pavement design report will include:
 - Site vicinity and geology map.
 - Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.
 - Laboratory testing results.
 - Pavement thickness design for the proposed roadway.
2. The Engineer will perform two borings in the vicinity of the Cypress Creek Low Water Crossing for development of roadway/bridge alternatives.

VI. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT

1. Create and submit monthly invoices suitable for payment by the County.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
3. The Engineer will develop a QA/QC plan and will submit to the County for approval.
4. Meet formally once a month with the County to review project progress.
5. Prepare project meeting summaries for applicable meetings during the project development process.
6. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
7. Coordination with other engineers for detailed design of the RR 12 intersection.
8. The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants' activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
9. Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the County. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.
10. The Engineer shall formally close out the project and perform a documented archive process.

VII. DETAILED DESIGN

A. 60%, 90%, 100% PS&E (Unspecified Additional Services)

1. The Engineer will provide detailed design services for specific improvements as agreed upon during the preliminary phase. These plans will be developed for either maintenance crews or for a contractor to perform the work. The Engineer will develop detailed cost estimates and bid documents, if needed. The detailed design phase will be further defined after the preliminary phase. One set of documents will be created for these purposes. Sheets will include title sheets (with index)(1), general notes (2), typical sections (1), quantity summary, plans sheets (8), roadway details (1), driveway details (1), Drainage area Maps (3), hydraulic data sheets (3), culvert layouts (3), and Erosion control sheets (4). Sign and striping will be shown on typical section and plan sheets. No signals, illumination details, retaining walls, bridges or other special design sheets will be provided. Applicable standards from the County, TxDOT and other approved municipalities will be identified and included in the plans.
2. Drainage Design: Final design assumptions include preparation of improved culvert crossings for the Cypress Creek Low water crossing of Jacobs Well Road and the Cypress creek crossing at Mount Sharp Road (near the intersection of Mount Sharp Road and Jacobs Well Road).

For the purpose of budgeting it is assumed the minor cross culverts along Jacobs Well road will not require improvements and mitigation alternatives (if needed) for the Cypress Creek and Tributary CC-1A creek crossings will be limited to channel overbank modifications within 200-feet upstream or downstream of the crossing.

- (a) Finalize hydraulic calculations based on the selected alternative. Prepare Hydraulic Calculations Sheet. Prepare plan and profile sheets for each crossing (2) and include appropriate TxDOT construction details.
- (b) Final design assumes the improvements will be culvert improvements and that standard TxDOT details will be appropriate for design. Development of bridge design, structural details, or non-TxDOT standard details will be an additional service.
- (c) Grading plan and cross sections for mitigation, if needed.
- (d) Submit a contributing zone plan to TCEQ for approval.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Hays County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

EXHIBIT E
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Dr. Suite 980 McLean VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): 703-827-2277	FAX (A/C, No): 703-827-2279
INSURED Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth TX 76109	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company (CNA) A, XV	
	INSURER B: Hartford Casualty Insurance Company A+ (XV)	
	INSURER C: Trumbull Insurance Company A+ (XV)	
	INSURER D: Hartford Underwriters Insurance Company A+ (XV)	
	INSURER E: Twin City Fire Insurance Company A+ (XV)	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 180118836 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		42UUNNI6224	10/23/2019	10/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		42UENNI6305	10/23/2019	10/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		42XHUBI1257	10/23/2019	10/23/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	42WBCU2821	10/23/2019	10/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		AEH008214422	10/23/2019	10/23/2020	5,000,000 / per claim 10,000,000 aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JACOBS WELL

Hays County, its directors, officers and employees are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Worker's Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Hays County, Texas c/o Vickie G. Dorsett 712 S Stagecoach Trail, Suite 1071 San Marcos TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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I, Gwen Perez the undersigned
representative of Freese and Nichols, Inc.

100

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-582612

Date Filed:
01/30/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freese and Nichols, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Engineering Services Contract
Jacobs Well Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Taylor, Jeff	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 4055 International Plaza, Suite 200, Fort Worth, TX, 76109, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 30 day of January, 2020.
(month) (year)

Stephanie Stephenson

Signature of authorized agent of contracting business entity
(Declarant)

CODE OF ETHICS FOR HAYS COUNTY

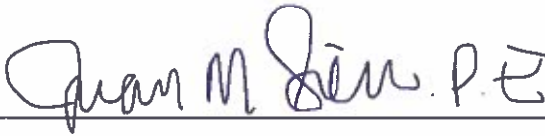
Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
 - C. Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

- D. Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.
- E. Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: 

PRINT NAME & TITLE: Juan Sierra, PE, Vice President

COMPANY NAME: Freese and Nichols, Inc.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Freese and Nichols, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity


Date



Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

No employee with Freese and Nichols, Inc. exists or is known to exist in accordance with the above

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Freese + Nichols, Inc

Name of Vendor

Stephanie Stephens

Signature of Certifying Official

Stephanie Stephenson

Printed Name of Certifying Official

Contract Administrator

Title of Certifying Official

February 19, 2020

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to call for a public hearing on March 10, 2020 to establish a speed limit of 20 MPH in Sunfield subd, Phase 1, Sections 1-2, and a 35 MPH speed limit on Sunbright Blvd.

ITEM TYPE

ACTION-ROADS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

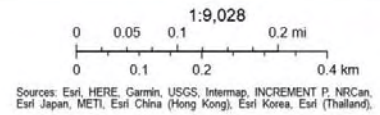
SUMMARY

This action would allow for the installation of 5 new 20 MPH speed limit signs: Moonwalker Trail (2), Pond View Pass (2), Pine Arbol Pass. Also for the installation of one 35 MPH speed limit sign on Sunbright near Overpass Rd/White Wing Drive to help with traffic control & enforcement within this part of the subdivision (map provided).

Hays CAD Web Map



2/14/2020, 10:02:46 AM



Hays County Appraisal District, BIS Consulting - www.bisconsulting.com
 Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 1 to a Contract between Hays County and American Structurepoint, Inc., executed on or about October 11, 2017, for the RM 3237 Safety Improvements project from RM 12 to RM 150 as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 25, 2020	\$0.00

LINE ITEM NUMBER

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AUDITOR USE ONLY

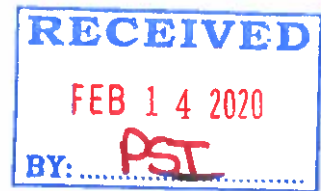
AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
JERRY BORCHERDING	SHELL	N/A

SUMMARY

This Contract Amendment revises the Exhibit D Rate Schedule to add or modify sub-consultants needed for the execution of scoped work.



CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT: PS&E Services for the FM 3237 Safety Improvement Project from RM 150 to RM 12 ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 11, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$2,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature

Ricardo Zamarripa
Printed Name

Vice President
Title

February 14, 2020
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date _____

OK
m 3/14/2020

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute the Second Amendment to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews & Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project.

ITEM TYPE

ACTION-ROADS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

JONES

SUMMARY

This Amendment will be to approve a Revised Fee Schedule, "Exhibit B". The proposed amendment is to reallocate a portion of the unused Appraisal Review Fees provided for in the original LAN PSA dated October 31, 2017 to Acquisition Services to begin the acquisition of additional Construction Easements recently requested by the design engineer, LJA, to facilitate the roadway construction. No additional funds are being requested at this time.

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement ("Amendment No. 2") dated October 31, 2017 is made this ____ day of _____, 2020 by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Lockwood, Andrews & Newman, Inc. (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Exhibit "B", Revised Fee Schedule, as amended, hereby replaces Original Fee Schedule and is incorporated into the original agreement.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2nd Amendment to Professional Services Agreement is hereby executed this the ____ day of _____, 2020, as is evidenced by the authorized signatures of the Parties, below.

LOCKWOOD, ANDREWS & NEWMAN, INC.
CONTRACTOR

BY: _____

TITLE: _____

HAYS COUNTY

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____
ELAINE CARDENAS, MBA PhD
HAYS COUNTY CLERK

EXHIBIT "B"**Amended Fee Schedule**

Task	PM (\$220/hr)	ROW Attorney (\$185/hr)	SR Agent (\$145/hr)	Agent (\$125/hr)	ROW Technician/A dmin (\$75/hr)	Total Hours
Project Management and Coordination	132	-	48	50	300	
Negotiation, Title Curative and Closing Services	140	-	850	900	-	
Condemnation	10		10	50	50	
Relocation (2 Residential)	5		10	80	20	
Project Close-out & Archive	-	-	-	-	100	
SUB TOTALS (hrs)	287	0	918	1080	470	2755
SUB TOTALS (\$)	\$63,140	\$0	\$133,110	\$135,000	\$35,250	\$366,500

Expenses	Unit	Rate	Total
Appraisal:	Bisected Parcels	2	\$3,500.00
	Residential Parcels	6	\$4,500.00
	Vacant Land	37	\$3,000.00
Appraisal Review:	Bisected Parcels	0	\$1,200.00
	Residential Parcels	0	\$1,200.00
	Vacant Land	2	\$1,000.00
Mileage:	4500	\$0.54	\$2,430.00
Misc:	Postage/Courier		\$1,350.00
	Lien Release		\$9,000.00
	Incidental		\$1,500.00
SUB TOTALS			\$161,280.00

TOTAL (not to exceed)**\$527,780**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to award RFQ 2020-Q02 Lime Kiln Road CE&I Professional Services to BGE, Inc. and authorize staff and General Counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 25, 2020	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

Procurement process reviewed by Assistant County Auditor - vgd.

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	SMITH	N/A

SUMMARY

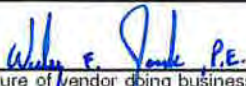
On October 29, 2019 the Commissioners Court approved specifications and authorized Purchasing to solicit for on-site construction, engineering, inspection & testing, and other associated services related to the construction of improvements on Lime Kiln Road. Purchasing received responses from the following firms:

BGE, Inc.
Garver LLC
Pape-Dawson Consulting Engineers, Inc.
R.H. Shackelford, Inc. (RHSI)
Raba Kistner, Inc.
SAM-Construction Services, LLC

Upon evaluation of the responses, the highest-ranking respondent is BGE, Inc. The committee's recommendation is to pursue negotiations with BGE, Inc. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

Attachment: Conflict of Interest Questionnaire and Related Party Disclosure Form

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center;">BGE, Inc.</div>		
2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">Marisol Villareal-Alonzo (Hays County Auditor)</div> <div style="text-align: center; font-size: small;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="text-align: center; margin-bottom: 20px;">Employment of officer's husband (Freddie Alonzo) as Senior Construction Inspector</div> <div style="margin-bottom: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: center;">N/A</div>		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> 7  Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: center;"> 2/13/2020 Date </div> </div>		

Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
Alexander Flores	Former Deputy Director of Transportation	October 2018

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title	Relationship
Marisol Villareal-Alonzo, CPA	Auditor	
Freddie Alonzo	Senior Construction Inspector	Spouse

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.
BGE, Inc.

Name of Vendor

 Signature of Certifying Official
Wesley Jasek
 Printed Name of Certifying Official

Principal
 Title of Certifying Official
2/14/2020
 Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider granting a variance from Chapter 725.3.07 (B) of the Hays County Development Regulations for the Amended Plat of Valley View West, Lots 4-E and 4-F.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Valley View West subdivision is a recorded subdivision located off of Hilliard Road in Precinct 4. The proposed amending plat will change the lot lines of Lots 4-E and 4-F to establish 4-E1 and 4-F1, keeping the existing acreage of 8.13 acres and contain the existing pond on Lot 4-F1. Water service will be provided by private wells and wastewater treatment will be accomplished by individual on-site sewage facilities.

The property owner is requesting a variance from Chapter 725.3.07(B) of the Hays County Development Regulations which states that a drainage area of sixty four (64) acres or greater within a contributing watershed for which a Regulatory floodplain has not previously been identified shall require the identification of a local flood plain. For areas of flow with less than sixty-four (64) acres of contributing area, the identification of a local flood plain is not required; however, any concentrated flow necessitates the dedication of a drainage easement. Justification for the variance is included in the backup.

The amended plat for Valley View West, Lots 4-E and 4-F has been reviewed under the interlocal cooperation agreement with the City of San Marcos and the approval of the variance is required for approval.



Hays County Commissioners Court Agenda Request

Meeting Date: 2/25/2020

Requested By: Colby Machacek

Prepared By: Colby Machacek

Department Director: Caitlyn Strickland

Sponsoring Court Member: Commissioner Smith

AGENDA ITEM LANGUAGE:

Discussion and possible action to consider granting a variance from Chapter 725.3.07 (B) of the Hays County Development Regulations for the Amended Plat of Valley View West, Lots 4-E and 4-F.

BACKGROUND/SUMMARY OF REQUEST:

- 1) Valley View West subdivision is a recorded subdivision located off of Hilliard Road and along Valley View West Drive. The proposed amending plat will modify the lot lines of Lots 4-E and 4-F to establish 4-E1 and 4-F1, keeping the existing acreage of 8.13 acres and to contain the pond on Lot 4-F1. Water service will be provided by private wells and wastewater treatment will be accomplished by individual on-site sewage facilities. The property is located within the City of San Marcos' Extraterritorial Jurisdiction and within Hays County Commissioner Precinct Four boundary.
- 2) The owner, Mr. Fergus J. Dowling, is requesting a variance from Chapter 725.3.07(B) of the Hays County Development Regulations which states that a drainage area of 64 acres or greater requires the identification of a local floodplain and that any concentrated flow necessitates the dedication of a drainage easement. This is applicable in the matter of number of lots affected or created. He is requesting that identification of a local floodplain study not be required as the amending plat is proposed to prohibit future dispute regarding the existing pond by containing said pond within Lot 4-F1. The owner has agreed to the placement of a drainage easement (Exhibit 2) to prevent any development that would otherwise be inundated by calculated runoff in the event of heavy flow.

STAFF COMMENTS:

Staff has reviewed the amending plat for Valley View West Lots 4-E and 4-F. With the addition of the drainage easement, the only item remaining is the pending approval or disapproval for the variance request. Staff does not recommend nor support any variance request applications. These applications and/or requests must be permitted or approved by the Commissioners Court.

ATTACHMENTS/EXHIBITS:

Variance Request Application

Proposed Drainage Easement Exhibit with Notations

Calculated Drainage Area Exhibit

Location Map Exhibit

Proposed Amended Plat



REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance that conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Environmental Health Department at 1251 Civic Center Loop, San Marcos, Texas. The Environmental Health Department staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Planning or Environmental Health Divisions determine that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE **Hays County, Texas**

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Catherine Lynn Dowling Fergus Joseph Dowling
Property Owner's Mailing Address: 501 Valley View West Rd, San Marcos, TX 78666
Home Phone: 512 392-5305 Work Phone: N/A
Cell Phone: N/A e-Mail Address: cdowling@centurytel.net

IF APPLICABLE: Owner hereby gives NA permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Owner's Signature

STATE OF TEXAS
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____

(seal)

Notary Public
My Commission expires: _____

APPLICANT INFORMATION (if different from Owner): N/A

Applicant's Full Legal Name: _____
Applicant's Mailing Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ e-Mail Address: _____

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Lot 4 E 1 & 4-F1, Valley View West
911 street address for the Subject Property, if established: 501 Valley View West Drive

Legal description:

Lot 4E,4F , Block _____, Subdivision Valley View West _____, Sec _____, Phase _____

If not located in a subdivision: Survey _____,

Abstract _____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: _____

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: _____

This information can be obtained by calling (512) 393-2190.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☐ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☒ Other (specify): Chap 725.3.07 B

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
	<u>Identify local flood plain and create a drainage easement around existing pond</u> _____ _____ _____	<u>Variance Requirement: Not to do a flood study</u> _____ _____ _____
	_____ _____ _____ _____	_____ _____ _____ _____

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

*this is an annexing plat - just moving a lot line over to miss the pond
was not required on previous platting - should be "grandfathered" to these requirements*

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

*Variance will not affect adjoining tracts
Will cost a lot of money and loss of rights to full use of land that was OK with previous plat.
Just moving a lot line slightly - No new lots
Annexing Plat*

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

*will not affect other property or orderly development
Just moving a lot line - No new lots
Annexing Plat*

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

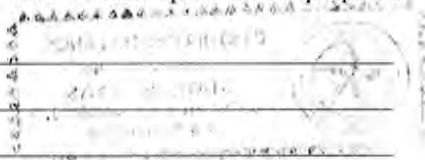
*Just an AMENDING PLAT - NO NEW LOTS
Just moving a lot line
Not required on previous platting*

5. Describe how the variance will improve the functionality of the development on the Subject Property:

Amending plat - Just moving a lot line

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

NA



7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

NA

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☐ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☐ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

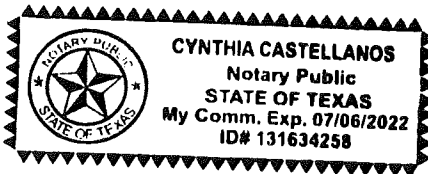
Fergus Joseph Dowling - Catherine Dowling
Print Name FERGUS JOSEPH DOWLING
CATHERINE DOWLING

STATE OF TEXAS §
COUNTY OF HAYS §

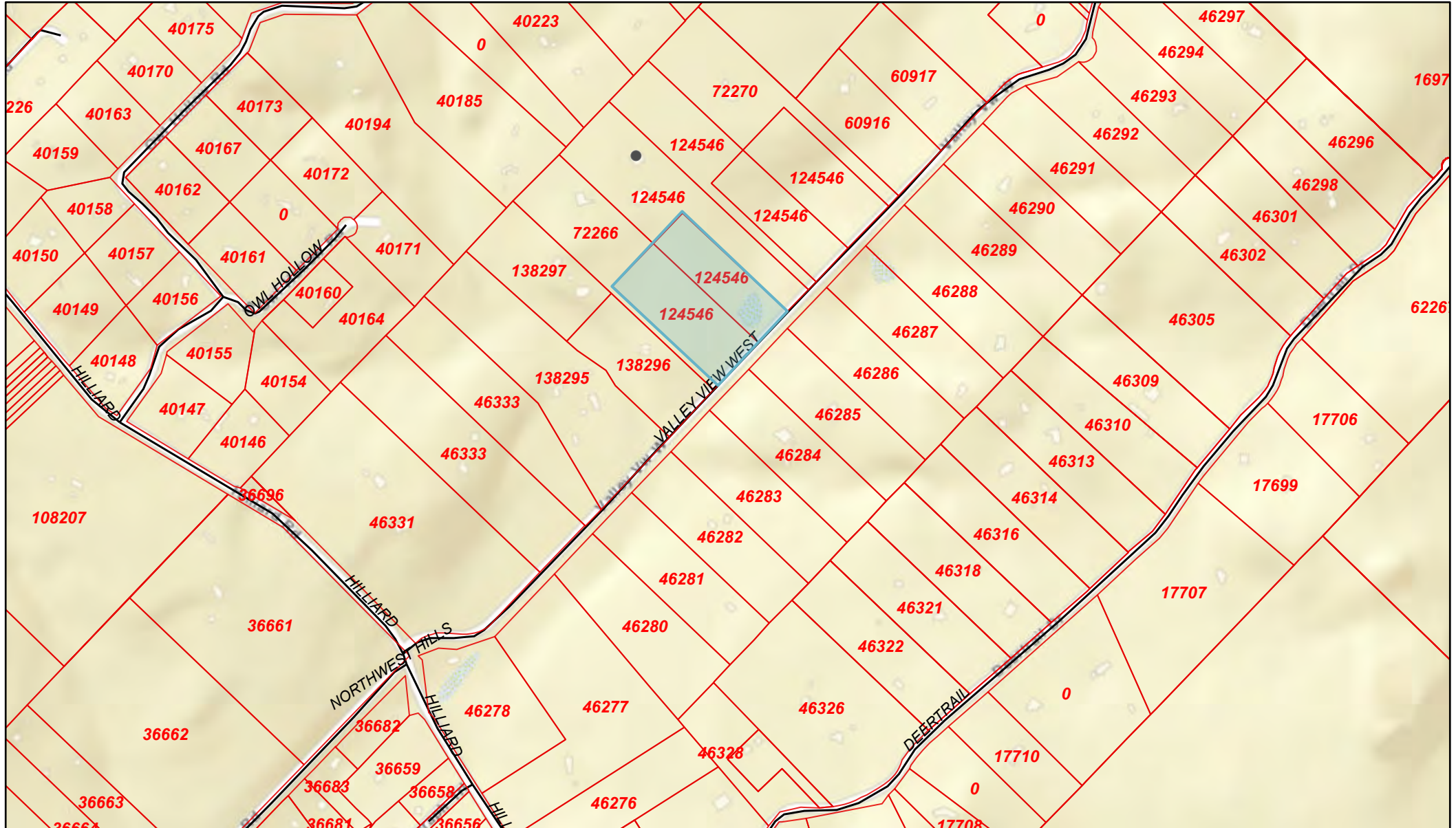
Subscribed and sworn to before me this 31st day of October, 2019.

(seal)

Cynthia Castellanos
Notary Public, State of Texas
My Commission expires: 07/06/2022



Location Map



2/12/2020, 11:33:09 AM

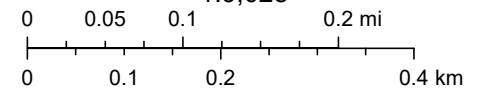


Parcels

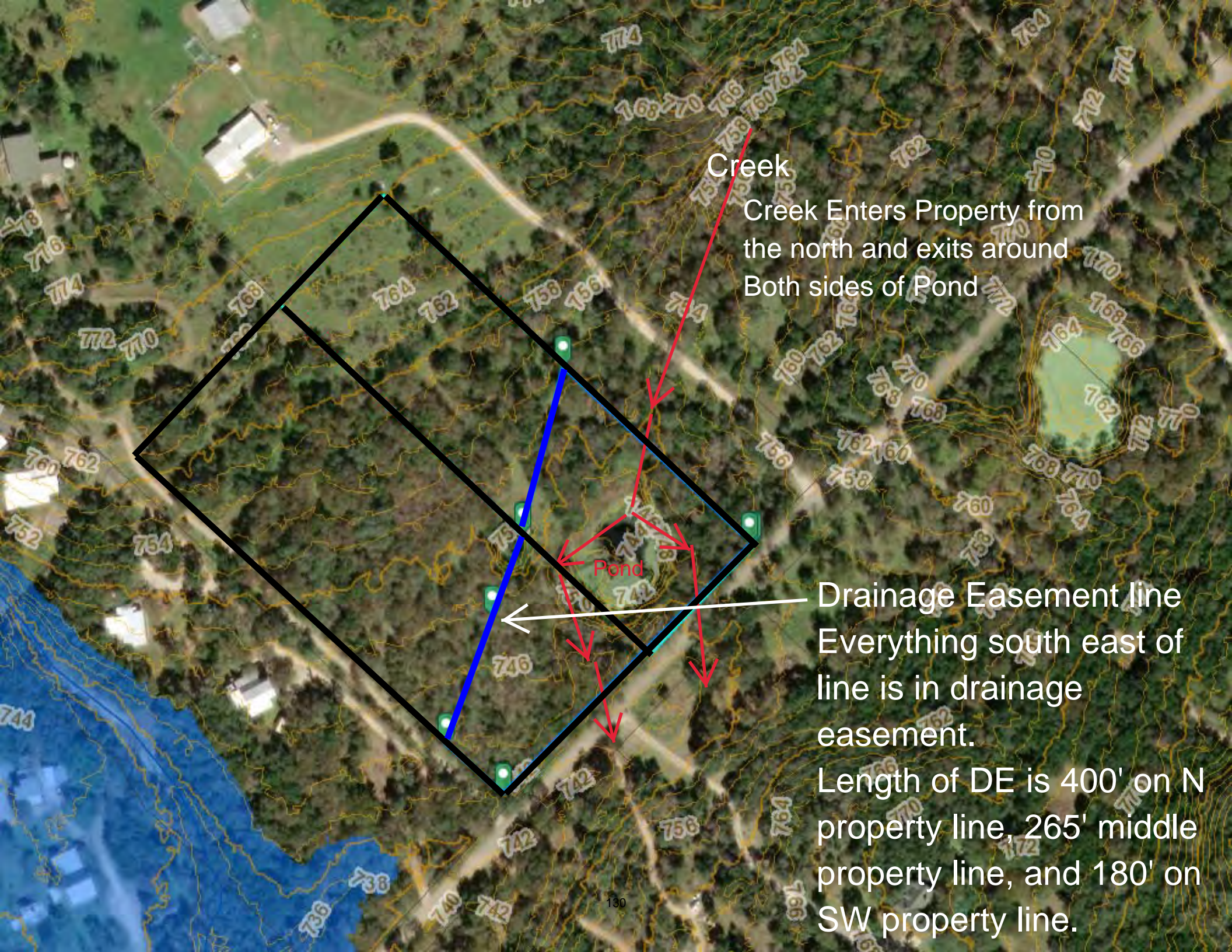


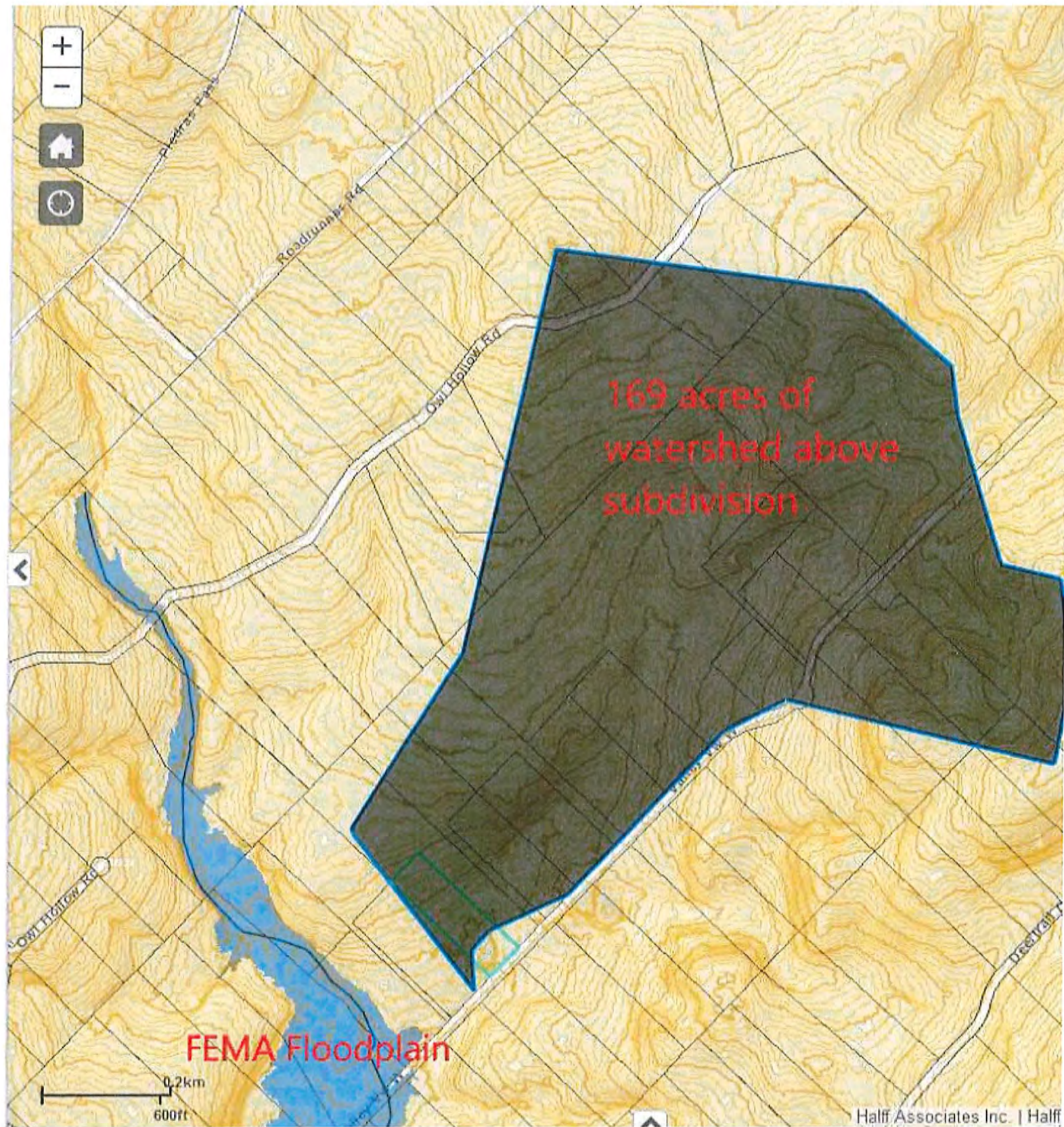
Street Centerlines

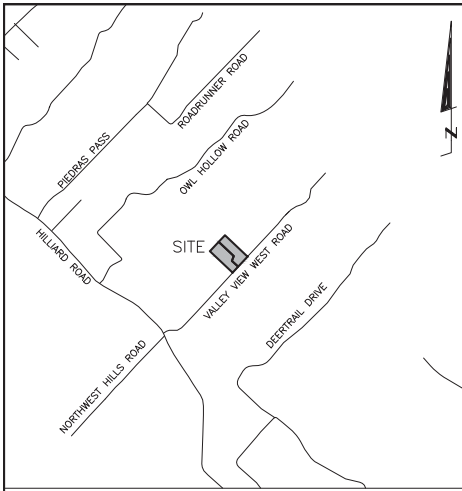
1:9,028



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community







VICINITY MAP - 1"=2000'

LOT SIZE CATEGORIES

TOTAL AREA = 8.13 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 4.065 ACRES
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5-10 ACRES = 0
NUMBER OF LOTS 2-5 ACRES = 2
NUMBER OF LOTS 1-2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES

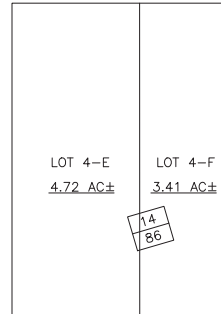
ELECTRIC-PEDERNALES ELEC. COOP.
WATER-ON-SITE WELL
SEWER-ON-SITE SEWAGE FACILITIES

GENERAL NOTES

1. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0380F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
2. THIS LOT LIES WITHIN THE SAN MARCOS ETJ.
3. THIS LOT LIES WITHIN THE ESD 3 & 9.
4. THIS LOT LIES WITHIN THE SAN MARCOS ISD.
5. ACCORDING TO SCALING FROM TCEQ MAPS, ALL OF THIS LOT LIES WITHIN THE EDWARDS AQUIFER RECHARGE, AND NO PART LIES WITHIN THE CONTRIBUTING OR TRANSITION ZONES.
6. UNDER HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF 5 YEARS FOLLOWING THE FILING OF THIS PLAT.

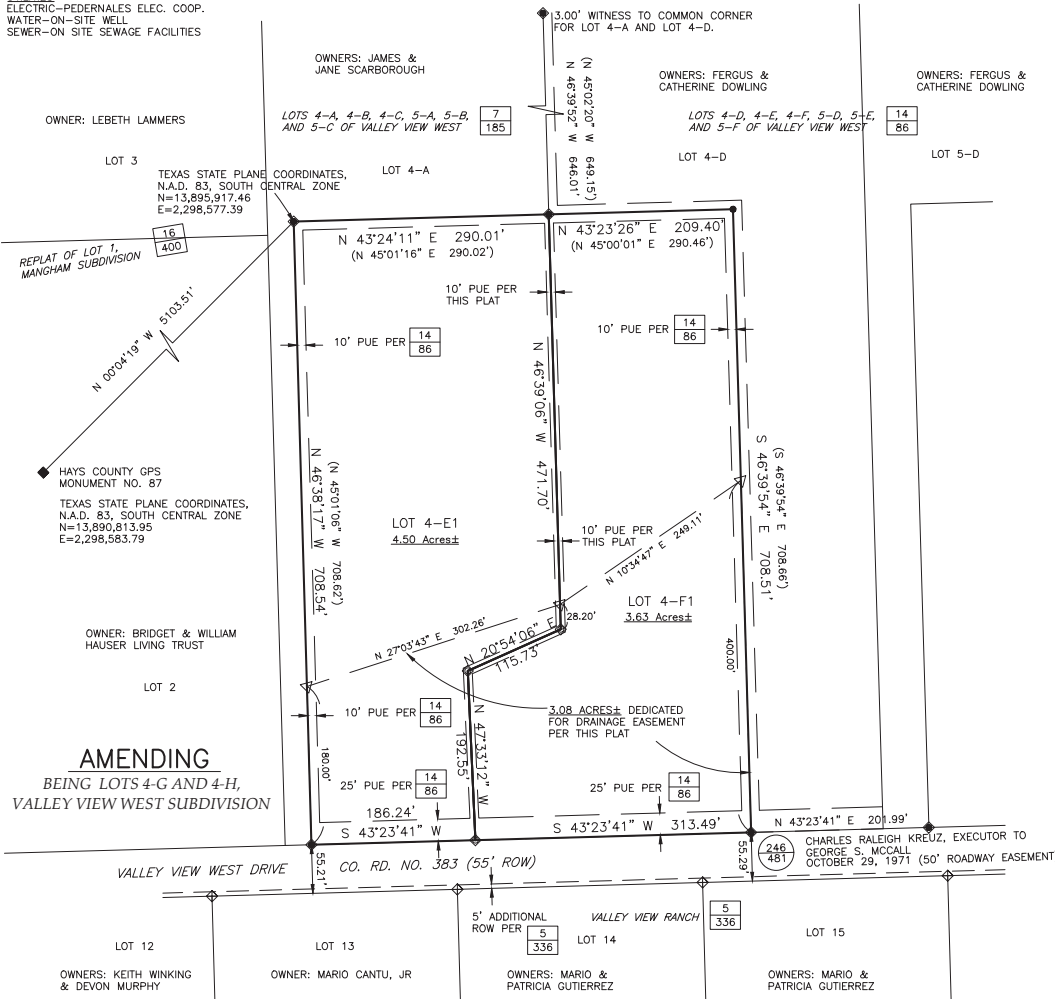
TRANSPORTATION NOTES

1. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
2. PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705.8.03, ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
3. PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721.2.01, MAILBOXES PLACED WITHIN THE ROW, SHALL BE APPROVED TxDOT OR FHWA DESIGN.



EXISTING PLAT OF LOTS 4-E AND 4-F,
VALLEY VIEW WEST SUBDIVISION

ORIGINAL SCALE
1" = 100'



SURVEYORS NOTES

1. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
2. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.



LEGEND



HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS

HAYS COUNTY PLAT RECORDS

1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"

1/2" IRON ROD FOUND OR DIAMETER NOTED

1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"

1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "PRO-TECH"

PUE PUBLIC UTILITY EASEMENT

ROW RIGHT OF WAY

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTE WATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS*
COUNTY OF HAYS*

I, FERGUS AND CATHERINE DOWLING, THE OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS 8.13 ACRES, BEING LOTS 4-E AND 4-F OF VALLEY VIEW WEST SUBDIVISION, IN HAYS COUNTY TEXAS, AMEND THIS PROPERTY TO BE LOTS 4-E1 AND 4-F1, VALLEY VIEW WEST SUBDIVISION AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT.

FERGUS DOWLING
501 VALLEY VIEW WEST ROAD
SAN MARCOS, TX, 78666

CATHERINE DOWLING
501 VALLEY VIEW WEST ROAD
SAN MARCOS, TX, 78666

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED FERGUS DOWLING AND CATHERINE DOWLING, OWNERS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE ____ DAY OF _____, 2020 BY THE DIRECTOR OF DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF SAN MARCOS.

SHANNON MATTINGLY
DIRECTOR OF PLANNING
AND DEVELOPMENT SERVICES

RECORDING SECRETARY

CIP AND ENGINEERING

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT AND
COMMUNITY SERVICES

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2020 AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D. 2020.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DAVID C. WILLIAMSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

AMENDING PLAT OF LOTS 4-E & 4-F,
VALLEY VIEW WEST, ESTABLISHING
LOT 4-E1 & 4-F1,
VALLEY VIEW WEST,
HAYS COUNTY, TEXAS

CLIENT: DOWLING, FERGUS
DATE: APRIL 29, 2019
OFFICE: HADEN
CREW: C. SMITH, HADEN
FB/PG: 656/75
PLAT NO. 27633-19-c

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

9:00 a.m. – Hold a public hearing to consider the proposed assessments to be levied against assessable property within Neighborhood Improvement Area #2 of the La Cima Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code. SHELL

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

AFFIDAVIT OF MAILING

I, Roxanne Rodriguez, the Chief Deputy, County Clerks Office of Hays County, Texas, do hereby certify that the notice of public hearing held on February 25, 2020 attached hereto as Exhibit A was mailed to the property owner(s) of property liable for assessment under the La Cima Public Improvement District on February 10th, 2020.

Date: February 10, 2020

Roxanne Rodriguez
Name: Roxanne Rodriguez
Title: Chief Deputy
HAYS COUNTY, TEXAS

PROPERTY OWNERS:

LCSM Ph. 2, LLC

STATE OF TEXAS §
 §
COUNTY OF HAYS §

Before me, the undersigned authority, on this day personally appeared Roxanne Rodriguez, Chief Deputy, County Clerks Office of Hays County, Texas, known to me to be such person who signed the foregoing Affidavit in my presence and acknowledged to me that such person executed the foregoing Affidavit for purposes therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THE 10th day, of February, 2020.

M. Munoz
Notary Public, State of Texas

(SEAL)



EXHIBIT A

NOTICE OF PUBLIC HEARING



**HAYS COUNTY, TEXAS
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Commissioners Court of Hays County, Texas on February 25, 2020 at 9:00 am at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666.

The public hearing will be held to consider proposed assessments to be levied against assessable property (the "Assessed Parcels") within Neighborhood Improvement Area #2 of the La Cima Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken that will confer a special benefit only on the Assessed Parcels in Neighborhood Improvement Area #2 include (i) road improvements, (ii) water distribution system improvements, (iii) sanitary sewer collection system improvements, (iv) storm sewer collection system improvements, (v) storm water quality improvements, (vi) payment of costs associated with constructing and financing the public improvements listed in (i)-(v) above, including costs of administering and operating the District (collectively, the "Neighborhood Improvement Area #2 Improvements").

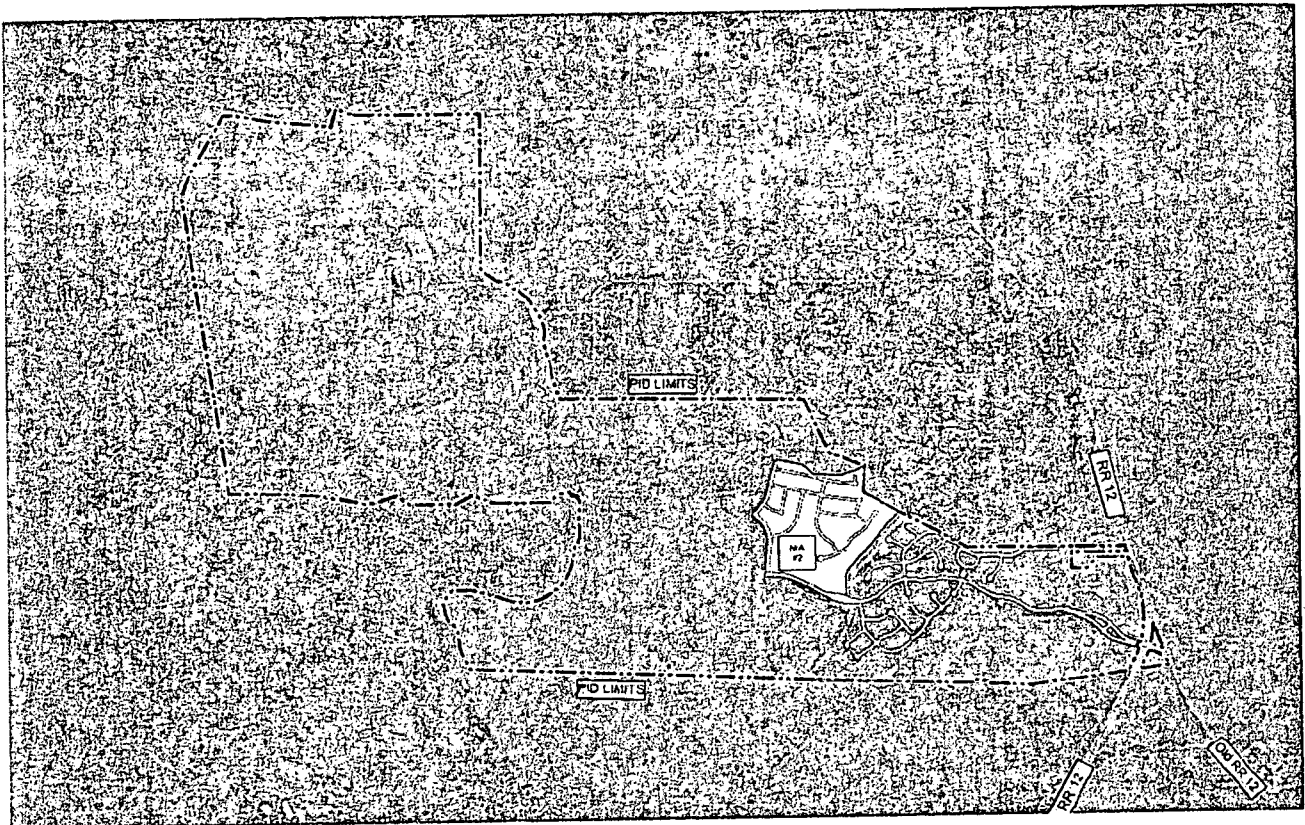
The total costs of the Neighborhood Improvement Area #2 Improvements are **\$9,563,153**.

The boundaries of the District include approximately 2,044 acres of land, which boundaries include Neighborhood Improvement Area #2 Improvements generally located in Hays County Precinct 3, near the intersection of Wonder World Drive (RR12) and Old Ranch Road 12, as more particularly described by the attached map and a metes and bounds description available for public inspection at the office of the County Clerk, Hays Government Center, Suite 2008, 712 S. Stagecoach Trail, San Marcos, Texas 78666.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Neighborhood Improvement Area #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel in Neighborhood Improvement Area #2 of the District that benefits from the Neighborhood Improvement Area #2 Improvements, is available for public inspection at the office of the County Clerk, Hays Government Center, Suite 2008, 712 S. Stagecoach Trail, San Marcos, Texas 78666.

Map of the District and Neighborhood Improvement Area #2



ELAINE H. CARDENAS
HAYS COUNTY CLERK
712 S STAGECOACH TRL STE 2008
SAN MARCOS, TX 78666-5999

FIRST-CLASS®



ELECTRONIC SCAN REQUIRED

F

USPS FIRST-CLASS®

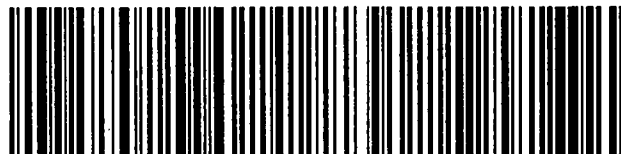
ELAINE H. CARDENAS
HAYS COUNTY CLERK
712 S STAGECOACH TRL STE 2008
SAN MARCOS, TX 78666-5999



Zone 1

C/O BRYAN LEE
LCSM PH. 2, LLC
303 COLORADO ST STE 2300
AUSTIN, TX 78701-0021

USPS TRACKING #



9200 1901 0661 5400 0148 2004 89

Electronic Rate Approved #901066154

Attention Carrier on Route #C016

This piece is being monitored for
Delivery and Scanning accuracy



Non-Machinable Parcel

AFFIDAVIT OF NEWSPAPER PUBLISHER

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day, personally appeared Pam Graviss an authorized officer or employee of the *San Marcos Daily Record* (the "Newspaper"), who being by me duly sworn, upon oath deposes and says:

That the attached "NOTICE OF PUBLIC HEARING" was published in said Newspaper in its issue of February 9, 2020, and that said Newspaper complies with the provisions of Section 2051.044, Texas Government Code and Chapter 372, Texas Local Government Code, in that:

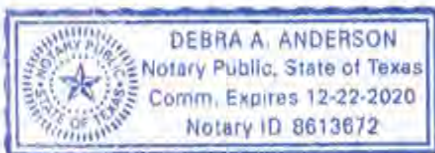
1. It devotes not less than 25% of its total column lineage to general interest items;
2. It is published at least once a week;
3. It is entered as second-class postal matter in Hays County, Texas, its county of publication;
4. It has been published regularly and continuously for at least 12 months before the date of publication of the notice to which this Affidavit relates; and
5. It is of general circulation in Hays County and the extraterritorial jurisdiction of the City of San Marcos, Texas, including in the part of Hays County in which the La Cima Public Improvement District is located.

Pam Graviss

Authorized Officer or Employee

SWORN TO AND SUBSCRIBED BEFORE ME, this 21st day of February, 2020.

(SEAL)



Debra A. Anderson

Notary Public, State of Texas

San Marcos Daily RECORD CLASSIFIEDS

FREE CLASSIFIED

Your 5 line ad runs 5 days for FREE in the San Marcos Record. Call for details!

Place a classified

Call 512-392-2458

or email:

pgravis@sanmarcosrecord.com or ryoung@sanmarcosrecord.com

Hours are 8:00 am - 5:00 pm

Monday - Friday

WE ACCEPT

Submit your photo to pgravis@sanmarcosrecord.com

View the Classifieds Online at: www.sanmarcosrecord.com



AUTOS

Featured Vehicle

CASH FOR
Junk Cars & Trucks.
Free Towing. Lost Title Ok.
210-776-9796



HOMES

Featured Home

GREAT DEALS!
512-353-5001, \$575-
2/1, water pd, \$675 -
2/1, WD con. fp.



JOBS

Featured Job

SITTER NEEDED FOR
ELDERLY LADY IN
MARTINDALE. 15/HRS PER
WEEK AS NEEDED
512-665-2549



SHOP

Tip of the Day

FREE WOODEN PALLETS!!!!
Come by Daily Record at
1910 IH-35 South and pick up for
Free!!!

Public Notice

HAYS COUNTY, TEXAS NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Commissioners Court of Hays County, Texas on February 25, 2020 at 9:00 am at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666.

The public hearing will be held to consider proposed assessments to be levied against assessable property (the "Assessed Parcels") within Neighborhood Improvement Area #2 of the La Cima Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken that will confer a special benefit only on the Assessed Parcels in Neighborhood Improvement Area #2 include (i) road improvements, (ii) water distribution system improvements, (iii) sanitary sewer collection system improvements, (iv) storm sewer collection system improvements, (v) storm water quality improvements, (vi) payment of costs associated with constructing and financing the public improvements listed in (i)-(v) above, including costs of administering and operating the District (collectively, the "Neighborhood Improvement Area #2 Improvements").

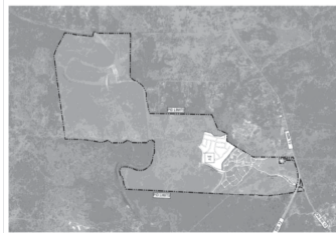
The total costs of the Neighborhood Improvement Area #2 Improvements are \$9,563,153.

The boundaries of the District include approximately 2,044 acres of land, which boundaries include Neighborhood Improvement Area #2 Improvements generally located in Hays County Precinct 3, near the intersection of Wonder World Drive (RR12) and Old Ranch Road 12, as more particularly described by the attached map and a metes and bounds description available for public inspection at the office of the County Clerk, Hays Government Center, Suite 2008, 712 S. Stagecoach Trail, San Marcos, Texas 78666.

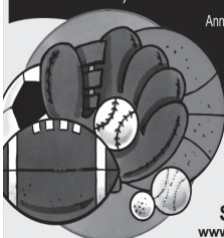
All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Neighborhood Improvement Area #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel in Neighborhood Improvement Area #2 of the District that benefits from the Neighborhood Improvement Area #2 Improvements, is available for public inspection at the office of the County Clerk, Hays Government Center, Suite 2008, 712 S. Stagecoach Trail, San Marcos, Texas 78666.

Map of the District and Neighborhood Improvement Area #2



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Public Notice

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR COURT
COUNTY OF MARION) CAUSE NO. 49D15-1911-
) JT-000942

IN THE MATTER OF THE
TERMINATION
OF THE PARENT-CHILD
RELATIONSHIP:
DH (178114) - DOB 6/17/2009
AGE 10 years
AND
LATOYA HOLMES (MOTHER)
AUGUSTINE DAVID (ALLEGED
FATHER) AND
ANY UNKNOWN ALLEGED
FATHERS

TO: Latoya Holmes
Augustine David and
Any Unknown Alleged Father
Whereabouts unknown

NOTICE IS HEREBY GIVEN to the above noted parent whose whereabouts are unknown, as well as Any Unknown Alleged Fathers, whose whereabouts are also unknown, that the Indiana Department of Child Services has filed a Petition for Involuntary Termination of your Parental Rights, and that an adjudication hearing has been scheduled with the Court.

YOU ARE HEREBY COMMANDED to appear before the Judge of the Marion Superior Court, 2451 N. Keystone Avenue, Indianapolis, IN 46218, 317-327-8318 for a(n) Default Hearing on 4/24/2020 at 1:30 PM in JUVENILE COURT ROOM 12. ANNEX and to answer the Petition for Termination of your Parental Rights of said child.

You are further notified that if the allegations in said petition are true, and/or if you fail to appear at the hearing, the Juvenile Court may terminate your parent-child relationship, and if the Court terminates your parent-child relationship you will lose all parental rights, powers, privileges, immunities, duties and obligations including any rights to custody, control, visitation, or support in said child, and if the Court terminates your parent-child relationship, it will be permanently terminated, and thereafter you may not contest an adoption or other placement of said child.

You are entitled to representation by an attorney, provided by the State if applicable, throughout these proceedings to terminate the parent-child relationship.

YOU MUST RESPOND by appearing in person or by an attorney within thirty (30) days after the last publication of this notice, and in the event you fail to do so, adjudication on said petition and termination of your parental rights may be entered against you, in your absence, without further notice.

Mya A. Eldridge

Ordered, Mya Eldridge
Clerk of said Court, this 1/17/20

Janelle Baasman, 34161-56
Attorney, Indiana Department of Child Services
4150 North Keystone Avenue
Indianapolis, IN
Fax: 317-232-1816

Public Notice

NOTICE OF APPLICATION TO SUBDIVIDE

An application has been filed with HAYS COUNTY to subdivide 3.62 acres of property located at 1070 Grant Harris Road. Information regarding the application may be obtained from Hays County Development Services (512) 393-2150. Tracking number: SUB-1370.

**MORE LEGALS AND
PUBLIC NOTICES
ON THE
FOLLOWING PAGE**

Public Notice

The Planning and Zoning Commission of the City of San Marcos, Texas, will hold a public hearing in the Council Chambers at City Hall, 630 E. Hopkins, at 6:00 p.m. on Tuesday, February 25, 2020 to consider the below Zoning Change.

Additionally, the City Council of the City of San Marcos, Texas, will hold a public hearing in the Council Chambers at City Hall, 630 E. Hopkins, at 6:00 p.m. on Tuesday, March 17, 2020, to consider the below Zoning Change.

• **ZC-20-02 (Vantage 1)** Hold a public hearing and consider a request by Vantage at San Marcos, on behalf of Mohrke Poor Farm, LLC, for a zoning change from FD to "CD-3" Character District 3, for approximately 12.5 acres, more or less, out of the J.F. Geister Survey, No. 6 and No. 7, Hays County, generally located north of the intersection of Highway 123 and Monterey Oak Drive.

• **ZC-20-05 (Vantage 2)** Hold a public hearing and consider a request by Vantage at San Marcos, on behalf of Mohrke Poor Farm, LLC, for a zoning change from FD to "CD-4" Character District 4, for approximately 18.5 acres, more or less, out of the J.F. Geister Survey, No. 6 and No. 7, Hays County, generally located north of the intersection of Highway 123 and Monterey Oak Drive.

The San Marcos Planning and Zoning Commission will approve or deny the request. This recommendation will be forwarded to the San Marcos City Council. After the City Council public hearing is closed, the City Council may approve, reject or modify the requested amendments.

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 512-393-8074 or sent by e-mail to ADArequest@sanmarcos.tx.gov

PUBLIC SALE NOTICE

Pursuant to Chapter 59, Texas property code, Ranch Road Storage, which is located at 1900 Old Ranch Road 12, San Marcos, TX 78666 will hold a public auction of property being sold to satisfy a landlord's lien online at www.StorageTreasures.com. The auction will end on or around 12:00 pm on February, 19th, 2019. Property will be sold to the highest bidder. Deposit for removal and cleanup will be required. Seller reserves the right to withdraw property from sale. Property being sold includes contents in spaces of following tenants, with brief description of contents in each space.

Name of Tenant as appears on lease & general description of contents:
Raymond Rodriguez -
Raymond Rodriguez -
Skyla Zech -

Tenants may redeem their goods for full payment in cash only up to time of auction. Call Ranch Road Storage at (512)353-6591.



Drivers

DELIVERY DRIVERS needed. Full or part time. No CDL required. Starting pay: \$16.50/hr. Contact Plant Odyssey at (512)398-2714 or email: plantodyssey@aol.net

General Help Wanted

TDS IS now hiring! Find your career with us. Opportunities include: HR Assistant, Paralegal, Animal Keeper, Welder, CDL Drivers (Ready Mix Driver), Mechanics, and more. Visit our website www.texasdisposal.com/careers to view and apply! Information 512-329-1778

The Family Justice is seeking a domestic violence high risk team coordinator. Applicant must possess strong advocacy background and criminal justice knowledge. For information call 512.753.2124.

CARE GIVER NEEDED. For interview call 512-697-8734

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to adopt an Order of the Commissioners Court of Hays County, Texas Accepting and Approving a Service and Assessment Plan and Neighborhood Improvement Area #2 Assessment Roll for La Cima Public Improvement District; Making a Finding of Special Benefit to the Property in Neighborhood Improvement Area #2 of the District; Levying Special Assessments Against Property within the District and establishing a Lien on such Property; Providing for the Method of Assessment and the Payment of the Neighborhood Improvement Area #2 Assessments in Accordance with Chapter 372, Texas Local Government Code, as amended, Providing Penalties and Interest on Delinquent Assessments, Providing for Severability, and Providing an Effective Date.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the “Court”) of Hays County, Texas (the “County”), convened on February 25, 2020 in regular session at the regular meeting place of the Court in the County Courthouse, 111 E. San Antonio Street, San Marcos, Texas (the “Meeting”), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except _____, thus constituting a quorum. Among other business considered at the Meeting, the attached order (the “Order”) entitled:

AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR LA CIMA PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner ____ that the Order be passed and adopted. The motion was seconded by Commissioner ____ and carried by the following vote:

__ voted “For” __ voted “Against” __ “Abstained”

all as shown in the official Minutes of the Court for the Meeting.

The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2020.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

ORDER NO. _____

AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR LA CIMA PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court of Hays County, Texas (the “County”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), authorized the creation of the “La Cima Public Improvement District” (the “District”) pursuant to a resolution adopted by the Commissioners Court of the County (the “Commissioners Court”) on September 23, 2014 (the “Authorization Resolution”); and

WHEREAS, the County authorized the creation of the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, in conformity with the PID Act and pursuant to an order adopted by the Commissioners Court on July 21, 2015 (the “Major Improvements Assessment Order”), the Commissioners Court approved and accepted the original La Cima Public Improvement District Service and Assessment Plan (the “Original Service and Assessment Plan”) relating to the District and levied the Special Assessments (as defined in the Major Improvement Assessment Order) against the parcels identified in the Assessment Roll (as defined and described in the Original Service and Assessment Plan) to finance the costs of certain Authorized Improvements conferring a special benefit on the Assessed Parcels in the entire District (the “Major Public Improvements”); and

WHEREAS, the property within the District (the “District Property”) is being developed in phases with certain Authorized Improvements to be constructed over time to serve District Property or portions thereof; and

WHEREAS, development within Neighborhood Improvement Area #2 (as defined in the hereinafter defined Preliminary Neighborhood Improvement Area #2 Service and Assessment Plan), consisting of approximately 94.504 acres, has commenced or soon will commence, and

the Commissioners Court and County staff have, therefore, been presented a “La Cima Public Improvement District Neighborhood Improvement Area #2 Service and Assessment Plan,” dated February 4, 2020, (the “Neighborhood Improvement Area #2 Service and Assessment Plan”) including the proposed Neighborhood Improvement Area #2 Assessment Roll attached thereto (the “Neighborhood Improvement Area #2 Assessment Roll”), in a form substantially similar to the form attached hereto as **Exhibit A** and is incorporated herein for all purposes (the Neighborhood Improvement Area #2 Service and Assessment Plan and the Original Service and Assessment Plan, as amended, supplemented, and updated, collectively referred to herein as the “Service and Assessment Plan”); and

WHEREAS, the Service and Assessment Plan sets forth the total costs of certain Authorized Improvements conferring a special benefit on the property in Neighborhood Improvement Area #2 of the District (the “Neighborhood Improvement Area #2 Improvements”) to be financed through the District, and the Neighborhood Improvement Area #2 Assessment Roll states the assessments proposed to be levied against property within Neighborhood Improvement Area #2 of the District as determined by the method of assessment chosen by the County; and

WHEREAS, the PID Act requires that the proposed Neighborhood Improvement Area #2 Assessment Roll be filed with the County Clerk of the County (the “County Clerk”) and be subject to public inspection; and

WHEREAS, the PID Act requires that a Levy and Assessment Hearing (defined below) be called to consider proposed assessments and requires the Commissioners Court to hear and pass on any objections to the proposed assessments at, or on the adjournment of such Levy and Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Levy and Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas including in the part of Hays County in which the District is located, before the tenth (10th) day before the date of the Levy and Assessment Hearing.

WHEREAS, on February 4, 2020, the Commissioners Court adopted a resolution approving a preliminary service and assessment plan, including proposed assessment roll; calling for a public hearing to consider an order levying assessments on property within Neighborhood Improvement Area #2 of the District (the “Neighborhood Improvement Area #2 Assessments”); authorizing and directing the County Clerk to file the proposed assessment roll and make such roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Neighborhood Improvement Area #2 Assessments against the property within Neighborhood Improvement Area #2 of the District (the “Levy and Assessment Hearing”); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on or about February 4, 2020, the County Clerk filed the Neighborhood Improvement Area #2 Assessment Roll and made the same available for public inspection; and

WHEREAS, on February 9, 2020, the County Clerk, pursuant to Section 372.016(b) of the PID Act, caused the publication of notice of the Levy and Assessment Hearing in the *San Marcos Daily Record*, a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas including in the part of Hays County in which the District is located; and

WHEREAS, on February 10, 2020, the County Clerk, pursuant to Section 372.016(c) of the PID Act, caused the notice of the Levy and Assessment Hearing to be mailed to the last known address of the owners of the property liable for the Neighborhood Improvement Area #2 Assessments; and

WHEREAS, the Commissioners Court convened the Levy and Assessment Hearing on February 25, 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #2 Assessment Roll, and the proposed Neighborhood Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #2 Assessments, the allocation of the Actual Costs of the Neighborhood Improvement Area #2 Improvements to be undertaken for the benefit of all property to be assessed within Neighborhood Improvement Area #2 of the District, the purposes of the Neighborhood Improvement Area #2 Assessments, the special benefits of the Neighborhood Improvement Area #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #2 Assessments; and

WHEREAS, the Commissioners Court finds and determines that the Neighborhood Improvement Area #2 Assessment Roll and Service and Assessment Plan in a form substantially similar to the attached **Exhibit A**, should be approved and that the Neighborhood Improvement Area #2 Assessments should be levied as provided in this Order and the Service and Assessment Plan and the Neighborhood Improvement Area #2 Assessment Roll attached thereto; and

WHEREAS, the Commissioners Court further finds that there were no written objections or evidence submitted to the County Clerk in opposition to the Service and Assessment Plan, the Actual Costs of the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #2 Assessment Roll, and the levy of the Neighborhood Improvement Area #2 Assessments; and

WHEREAS, in connection with the levy the Neighborhood Improvement Area #2 Assessments, the owner(s) (the "Landowner"), or the Landowner's representatives, of the majority of the privately-owned and taxable property located within the District, and who are the persons to be assessed pursuant to this Order, appeared at the public hearing and stated they approve and accept the Service and Assessment Plan, approve the Neighborhood Improvement Area #2 Assessment Roll, approve this Order and approve the levy of the Neighborhood Improvement Area #2 Assessments against their property located within Neighborhood Improvement Area #2 of the District, agree to pay the Neighborhood Improvement Area #2 Assessments when due and payable and requested that the County file the Service and Assessment Plan and/or the Neighborhood Improvement Area #2 Assessment Roll with the Official Public Records of the County; and

WHEREAS, the Commissioners Court closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the County, determined to proceed with the adoption of this Order in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AS FOLLOWS:

Section 1. **Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings.** The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section. The Commissioners Court hereby finds, determines, and orders, as follows:

(a) The apportionment of the Actual Costs of the Neighborhood Improvement Area #2 Improvements (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each Neighborhood Improvement Area #2 Assessed Parcel will receive from the Neighborhood Improvement Area #2 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Neighborhood Improvement Area #2 Improvements;

(c) The Service and Assessment Plan apportions the Actual Costs of the Neighborhood Improvement Area #2 Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #2 Improvements;

(d) All of the real property in the Neighborhood Improvement Area #2 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #2 Assessment Roll will be benefited by the Neighborhood Improvement Area #2 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each Neighborhood Improvement Area #2 Assessed Parcel will receive special benefits in each year equal to or greater than each annual Neighborhood Improvement Area #2 Special Assessment and will receive special benefits during the term of the Neighborhood Improvement Area #2 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Neighborhood Improvement Area #2 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Neighborhood Improvement Area #2 Improvements and Administrative Expenses on

property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for Neighborhood Improvement Area #2 of the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #2 Assessment Roll should be approved as the Neighborhood Improvement Area #2 Assessment Roll for Neighborhood Improvement Area #2 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #2 Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #2 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #2 Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #2 Assessments in a timely manner in order to provide the services and improvements needed and required for the Neighborhood Improvement Area #2 within the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the Commissioners Court was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for Neighborhood Improvement Area #2 of the District.

Section 4. Neighborhood Improvement Area #2 Assessment Roll. The Neighborhood Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #2 Assessment Roll of the District.

Section 5. Levy and Payment of Neighborhood Improvement Area #2 Assessments for Actual Costs of the Neighborhood Improvement Area #2 Improvements.

(a) The Commissioners Court hereby levies an assessment on each Parcel of property (excluding Non-Benefited Property) located within the Neighborhood Improvement Area #2 of the District, as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #2 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #2 Assessment Roll as a special assessment on the properties set forth in the Neighborhood Improvement Area #2 Assessment Roll. The Neighborhood Improvement Area #2 Assessments hereby levied are in addition to Special Assessments previous levied against the parcels in

Neighborhood Improvement Area #2 to finance Neighborhood Improvement Area #2's allocable share of the costs of the Major Public Improvements.

(b) The levy of the Neighborhood Improvement Area #2 Assessments shall be effective on the date of execution of this Order levying Neighborhood Improvement Area #2 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #2 Assessments, interest on such assessments, and the Administrative Expenses shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Neighborhood Improvement Area #2 Special Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Neighborhood Improvement Area #2 Special Assessment shall bear interest at the rate(s) specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Neighborhood Improvement Area #2 Assessed Parcels shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment. The method of apportioning the Actual Costs of the Neighborhood Improvement Area #2 Improvements and the allocation of such costs to Neighborhood Improvement Area #2 and the Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Neighborhood Improvement Area #2 Assessments. Delinquent Neighborhood Improvement Area #2 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Neighborhood Improvement Area #2 Assessments. As provided in the Original Service and Assessment Plan, the owner of any Neighborhood Improvement Area #2 Assessed Parcel may prepay the Neighborhood Improvement Area #2 Assessments levied by this Order.

Section 9. Lien Priority. The Commissioners Court and the Landowner intend for the obligations, covenants and burdens on the owners of the Neighborhood Improvement Area #2 Assessed Parcels, including without limitation such Landowner's obligations related to payment of the Neighborhood Improvement Area #2 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #2 Assessments and the Annual Installments thereof which are levied hereby shall be

binding upon the Landowner, as the owner of Neighborhood Improvement Area #2 Assessed Parcels, and its respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Neighborhood Improvement Area #2 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator. P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Neighborhood Improvement Area #2 Assessments levied by this Order. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Order. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector. The Hays County Tax Assessor-Collector is hereby appointed and designated as the collector of the Neighborhood Improvement Area #2 Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the Commissioners Court.

Section 11. Applicability of Tax Code. To the extent not inconsistent with this Order, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Neighborhood Improvement Area #2 Assessments by the County.

Section 12. Filing in Land Records. The County Clerk is hereby authorized and directed to cause a copy of this Order, including the Service and Assessment Plan and the Neighborhood Improvement Area #2 Assessment Roll, to be recorded in the Official Public Records of the County. The County Clerk is further hereby authorized and directed to similarly file each Annual Service Plan Update approved by the Commissioners Court.

Section 13. Severability. If any provision, section, subsection, sentence, clause, or phrase of this Order, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Order or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Commissioners Court that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Order are declared to be severable for that purpose.

Section 14. Effective Date. This Order shall take effect, and the levy of the Neighborhood Improvement Area #2 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this February 25, 2020.

HAYS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL)

§§§

§§

(SEAL)

Commission Expires:_____

EXHIBIT A

Service and Assessment Plan



LA CIMA PUBLIC IMPROVEMENT DISTRICT

NEIGHBORHOOD IMPROVEMENT AREA #2

SERVICE AND ASSESSMENT PLAN

FEBRUARY 25, 2020

INTRODUCTION

Capitalized terms used in this NIA #2 SAP shall have the meanings set forth in the Original SAP or in **Section I** below.

The La Cima Public Improvement District was created pursuant to Chapter 372, Texas Local Government Code on September 23, 2014 to finance certain Authorized Improvements for the benefit of the property within the PID.

On July 21, 2015, the Commissioners Court approved the Original SAP, which, among other things, provided the manner of assessing the property in the PID for the estimated costs of Authorized Improvements based on the benefit provided to the Assessed Parcels and levied Special Assessments to finance the Major Public Improvements to be constructed for the benefit of all Assessed Parcels within the PID. In addition to the costs of the Major Public Improvements, the Original SAP also set forth a prospective financial analysis relating to the Neighborhood Improvement Areas, including the estimated costs of certain Neighborhood Public Improvements for the benefit of the Neighborhood Improvement Areas, the indebtedness projected to be incurred for such Neighborhood Public Improvements, and an analysis of benefit to be received by the Neighborhood Improvement Areas.

The NIA #1 SAP was approved by the Commissioners Court on March 20, 2018, for the following purposes: i) adding Neighborhood Improvement Area #1, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #1, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #1 Assessment Roll.

This NIA #2 SAP was approved by the Commissioners Court on [REDACTED], 2020, and for the following purposes: i) adding Neighborhood Improvement Area #2, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #2, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #2, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #2 Assessment Roll.

The Original SAP must be reviewed and updated at least annually by the Commissioners Court for the purpose of determining the annual budget for the Authorized Improvements.

SECTION I: DEFINITIONS

“Maximum Equivalent Tax Rate” means an equivalent overlapping tax rate of \$3.05 per \$100 of buildout assessed value. The Maximum Equivalent Tax Rate shall be determined by the Administrator and shall be calculated based upon all overlapping ad valorem taxes, the Special Assessments relating to the Major Public Improvements allocable to Neighborhood Improvement Area #2, the Special Assessments relating to Neighborhood Improvement Area #2, all other Special Assessments allocable to Neighborhood Improvement Area #2, and assessments, if any, allocable to Neighborhood improvement Area #2 that are levied by entities other than the County.

“Neighborhood Improvement Area #2” means the second Neighborhood Improvement Area to be developed, which is expected to contain 249 single family residential units on approximately 94.504 acres, as described by metes and bounds on **Exhibit A**, and as depicted on **Exhibit B**.

“Neighborhood Improvement Area #2 Assessed Parcel(s)” means all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and Owner Association Property.

“Neighborhood Improvement Area #2 Assessment Roll” means the assessment roll included in this NIA #2 SAP as **Exhibit F-1**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared relating to the issuance of Bonds or in connection with any Annual Service Plan Update.

“Neighborhood Improvement Area #2 Improvements” means Authorized Improvements that only benefit Neighborhood Improvement Area #2 Assessed Parcels, which are described in **Section III** and depicted on **Exhibit G**.

“Neighborhood Improvement Area #2 Maximum Special Assessment” means, for a given Lot Type within Neighborhood Improvement Area #2, a Special Assessment equal to the lesser of: (i) the outstanding amount of total Special Assessments shown on the Neighborhood Improvement Area #2 Assessment Roll for the applicable Lot Type inclusive of the Special Assessment levied to fund Major Public Improvements, and (ii) an amount that produces an average Annual Installment resulting in the Maximum Equivalent Tax Rate. The Neighborhood Improvement Area #2 Maximum Special Assessment shall be calculated prior to the issuance of PID Bonds secured by the Special Assessments relating to Neighborhood Improvement Area #2 is approved by the Commissioners Court.

“Neighborhood Improvement Area #2 Owner” means LCSM Ph. 2, LLC, a Texas limited liability company wholly owned by the Developer.

“Neighborhood Improvement Area #2 Reimbursement Agreement” means that certain “PID Reimbursement Agreement – Neighborhood Improvement Area #2” effective June 4, 2019 by and between the County and the Neighborhood Improvement Area #2 Owner, in which the Neighborhood Improvement Area #2 Owner agrees to construct the Neighborhood Improvement Area #2 Improvements and to fund certain Actual Costs of the Neighborhood Improvement Area #2 Improvements and the County agrees to pay directly or reimburse the Neighborhood Improvement Area #2 Owner for Actual Costs of a Neighborhood Improvement Area Improvement from (i) Special Assessment levied on Neighborhood Improvement Area #2, (ii) the proceeds of PID Bonds in accordance with the Act, this NIA #2 SAP and the applicable Indenture, or (iii) a combination of items (i) and (ii). If PID Bonds are issued as reimbursement to the Neighborhood Improvement Area #2 Owner for Actual Costs of Neighborhood Improvement Area Improvements not paid by proceeds of PID Bonds will be solely from the revenue collected from Special Assessments relating to Neighborhood Improvement Area #2, including Annual Installments, not pledged to the payment of PID Bonds.

“Neighborhood Improvement Area #2 Reimbursement Obligation” means the obligation of the County to pay certain costs of Neighborhood Improvement Area #2 Improvements from Special Assessments relating to Neighborhood Improvement Area #2 pursuant to the Neighborhood Improvement Area #2 Reimbursement Agreement, in an amount not to exceed \$5,475,000.

“NIA #1 SAP” means the Neighborhood Improvement Area #1 Service and Assessment Plan Update approved by the Commissioners Court on March 20, 2018 for the purposes of i) adding Neighborhood Improvement Area #1, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #1, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #1 Assessment Roll, as updated supplemented, or amended from time to time.

“NIA #2 SAP” means this Neighborhood Improvement Area #2 Service and Assessment Plan approved by the Commissioners Court on , 2020, as updated supplemented, or amended from time to time.

“Original SAP” means the Service and Assessment Plan approved by Commissioners Court on July 21, 2015, as updated, supplemented, or amended from time to time.

SECTION II: PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2

Neighborhood Improvement Area #2 consists of approximately 94.504 acres projected to consist of approximately 249 single family residential units, as depicted on **Exhibit B**. A legal description of Neighborhood Improvement Area #2 is included as **Exhibit A**.

SECTION III: DESCRIPTION OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements are described below. A map showing the location of the Neighborhood Improvement Area #2 Improvements is included on **Exhibit G**.

- *Streets*

Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Neighborhood Improvement Area #2.

- *Water and Sewer*

Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The water and sewer improvements will provide water and sewer for each Lot within Neighborhood Improvement Area #2.

- *Storm Drainage/Water Quality*

Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Neighborhood Improvement Area #2.

- *Soft Costs*

Includes costs related to designing, constructing, and installing the Neighborhood Improvement Area #2 Improvements including land planning and design, County and City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting and contingency.

The Neighborhood Improvement Area #2 Improvements will provide a special benefit to Neighborhood Improvement Area #2 Assessed Parcels only. Accordingly, the Neighborhood Improvement Area #2 Improvements are allocated to Neighborhood Improvement Area #2 Assessed Parcels based on the special benefit each Parcel receives. **Exhibit C** summarizes the allocation of each Neighborhood Improvement Area #2 Improvement. The costs shown on **Exhibit C** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments without consent by each of the owners of the Neighborhood improvement Area #2 Parcels to the imposition of the increased Special Assessments to pay for the Actual Costs of the Neighborhood improvement Area #2 Improvements and compliance with the PID Act and requirements for the interest on PID Bonds to be and remain exempt from federal income tax.

SECTION IV: SPECIAL ASSESSMENTS ON NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSED PARCELS

Special Assessments relating to the Major Public Improvements allocable to Neighborhood improvement Area #2 remain outstanding on Neighborhood Improvement Area #2 Assessed Parcels in the amount of \$1,786,375.00.

The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as **Exhibit F-1**.

SECTION V: SPECIAL ASSESSMENT PLAN

Each Parcel within Neighborhood Improvement Area #2 has been evaluated (based on the developable area, Owner Association Property, the Neighborhood Improvement Area #2 Improvements, best and highest use of land, and other development factors deemed relevant by the Commissioners Court) to determine the amount of Special Assessments levied, if any, on each Parcel.

The Special Assessments relating to Neighborhood Improvement Area #2 are levied on each Assessed Parcel according to the Neighborhood Improvement Area #2 Assessment Roll, attached hereto as **Exhibit F-1**. The Annual Installments for Neighborhood Improvement Area #2 will be collected on the dates and in the amounts shown on **Exhibit F-2**, subject to any revisions made during an Annual Service Plan Update.

A. Findings of Special Benefit

The Commissioners Court, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the County staff and by third-party consultants retained by the County, has found and determined:

1. The Actual Costs of the Neighborhood Improvement Area #2 Improvements equal \$9,563,153 as shown on **Exhibit C**; and
2. The Neighborhood Improvement Area #2 Assessed Parcel receives special benefit from the Neighborhood Improvement Area #2 Improvements equal to or greater than the cost of the Neighborhood Improvement Area #2 Improvements; and
3. The Special Assessment relating to Neighborhood Improvement Area #2 Improvements for all Neighborhood Improvement Area #2 Assessed Parcels equals \$5,475,000 as shown on the Neighborhood Improvement Area #2 Assessment Roll attached hereto as **Exhibit F-1**; and
4. The special benefit (\geq \$9,563,153) received by Neighborhood Improvement Area #2 Assessed Parcels from the Neighborhood Improvement Area #2 Improvements is greater than the amount of the Special Assessments (\$5,475,000) levied for the Neighborhood Improvement Area #2 Improvements.
5. At the time the Commissioners Court approved this NIA #2 SAP, the Neighborhood Improvement Area #2 Owner owned 100% of the Neighborhood Improvement Area #2 Assessed Parcels. The Neighborhood Improvement Area #2 Owner has acknowledged that the Neighborhood Improvement Area #2 Improvements confer a special benefit on the Neighborhood Improvement Area #2 Assessed Parcels and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Neighborhood Improvement Area #2 Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the Assessment Order levying the Special Assessments relating to Neighborhood improvement Area #2; (ii) the determinations and findings by the Commissioners Court as to the special benefits described in the Original SAP and the Assessment Order levying the Special Assessments relating to the Major Public Improvements, and (iii) the levying of Special Assessments on Neighborhood Improvement Area #2 Assessed Parcels.

B. Allocation of Special Assessments to Neighborhood Improvement Area #2 Assessed Parcels

The Neighborhood Improvement Area #2 consists of a single Parcel; as such, the entire Neighborhood Improvement Area #2 Special Assessment has been allocated to this single Parcel, as shown on **Exhibit F-1**.

C. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Special Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on Exhibit F-2, which may be revised based on Actual Costs documented in Annual Service Plan Updates.

SECTION VI: SERVICE PLAN

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. It is anticipated that the Neighborhood Improvement Area #2 Improvements will be fully constructed by July 2020.

Exhibit D summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #2 Improvements.

The projected Annual Installments for the upcoming five years for Neighborhood Improvement Area #2 are shown on **Exhibit E**. The projected Annual Installments are subject to revision and each shall be updated each year in the Annual Service Plan Update.

SECTION VII: TERMS OF THE SPECIAL ASSESSMENTS

The Special Assessment and Annual Installment for each Neighborhood Improvement Area #2 Assessed Parcel is shown on the Neighborhood Improvement Area #2 Assessment Roll, attached as **Exhibit F-1**, and no Special Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act. The Annual Installments for Neighborhood Improvement Area #2 Assessed Parcels shall be collected in an amount sufficient to pay; (i) (a) the Neighborhood improvement Area #2 Reimbursement Obligation, including interest thereon in accordance with the Neighborhood improvement Area #2 Reimbursement Agreement and (b) if PID Bonds are issued, the principal of and interest (including Additional Interest) on the PID Bonds secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Parcel; (ii) the Neighborhood Improvement Area #2 Assessed Parcel's allocable share of the

principal and interest on the Major Public Improvement PID Bonds including Neighborhood Improvement Area #2's pro rata contribution to the Prepayment Reserve and/or Delinquency Reserve for the Major Public Improvement PID Bonds; and (iii) Administrative Expenses of Neighborhood Improvement Area #2, as shown on **Exhibit F-2**.

A. Reallocation of Special Assessments for Parcels Located Within Neighborhood Improvement Area #2

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Parcels (without the recording of subdivision plat), the Administrator shall reallocate the Special Assessment for the Assessed Parcels prior to the division among the newly divided Assessed Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Special Assessment for the new divided Assessed Parcels

B = the Special Assessment for the Assessed Parcels prior to division

C = the estimated buildout value of a given new divided Assessed Parcel

D = the sum of the estimated buildout value for all of the new divided Assessed Parcels

The calculation of the estimated buildout value for an Assessed Parcel shall be performed by the Administrator and adopted by the Commissioners Court based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Parcel. The calculation as adopted by the Commissioners Court shall be conclusive.

The sum of the Special Assessments for all newly divided Assessed Parcels shall equal the Special Assessment for the Assessed Parcels prior to subdivision. The calculation shall be made separately for each newly divided Assessed Parcel. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Parcels based on a recorded Subdivision Plat, the Administrator shall reallocate the Special Assessment for the Assessed Parcels prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Special Assessment for the new subdivided Lot

B = the Special Assessment for the Parcel prior to subdivision

C = the sum of the estimated buildout value of all new subdivided Lots with same Lot Type

D = the sum of the estimated buildout value for all of the new subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the County an estimated buildout value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact Lot value and any other information available to the Developer. The calculation of the estimated buildout value for a Lot shall be performed by the Administrator and confirmed by the Commissioners Court based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records the County regarding the Lot. The calculation as adopted by the Commissioners Court shall be conclusive.

The sum of the Special Assessments for all newly subdivided Lots shall not exceed the Special Assessment for the portion of the Assessed Parcels subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Parcel. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

3. Upon Consolidation

Upon the consolidation of two or more Assessed Parcels, the Special Assessment for the consolidated Assessed Parcels shall be the sum of the Special Assessments for the Assessed Parcels prior to consolidation. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

B. Mandatory Reduction in Neighborhood Improvement Area #2 Reimbursement Obligation

Prior to the issuance of the first series of PID Bonds following the Major Public Improvement PID Bonds that are secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Parcels, the Administrator shall determine whether the Special Assessment per Lot for any Lot Type exceeds the Neighborhood Improvement Area #2 Maximum Special Assessment. If the Special Assessment for any Lot Type exceeds the Neighborhood Improvement Area #2 Maximum Special Assessment, then the Neighborhood Improvement Area #2 Special Assessment and the Neighborhood Improvement Area #2 Reimbursement Obligation applicable to such Lot shall be reduced until the Neighborhood Improvement Area #2 Special Assessment equals the Neighborhood Improvement Area #2 Maximum Special Assessment.

EXHIBITS

Exhibit A	Neighborhood Improvement Area #2 Legal Description
Exhibit B	Neighborhood Improvement Area #2 Map
Exhibit C	Allocation of Neighborhood Improvement Area #2 Improvements
Exhibit D	Sources and Uses
Exhibit E	Five Year Service Plan
Exhibit F-1	Neighborhood Improvement Area #2 Assessment Roll
Exhibit F-2	Neighborhood Improvement Area #2 Annual Installments
Exhibit G	Map of Neighborhood Improvement Area #2 Improvements
Exhibit H	Original SAP

EXHIBIT A – NEIGHBORHOOD IMPROVEMENT AREA #2 LEGAL DESCRIPTION

94.504 Acres
John Williams Survey, A-490 and others
Hays County, Texas

Job No. 5956-01-105
FN2145(km)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.504 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE PATRICK MCGREAL SURVEY NO. 1, ABSTRACT NO. 308, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 1388.17 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF A CERTAIN CALLED 23.823 ACRE TRACT DESCRIBED IN THE GENERAL WARRANTY DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 94.504 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest right-of-way line of West Centerpoint Road, a variable width right-of-way shown on the subdivision plat, La Cima Phase 1, West Centerpoint Road, recorded in Document No. 17036340, Official Public Records of Hays County, Texas, same being the south corner of that certain called 67.926 acres of land described in the General Warranty Deed to LCSM Ph.1-1, LLC of record in Instrument No. 17017221, Official Public Records of Hays County, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said 649.592 acre tract, with the northwest right-of-way line of said West Centerpoint Road, with the southeast line of the tract described herein, the following seven (7) courses and distances:

1. with the arc of a curve to the right, having a radius of 802.36 feet, an arc distance of 32.66 feet, and a chord which bears S 67°49'55" W, a distance of 32.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
2. S 59°51'13" W, a distance of 89.09 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,
3. S 50°47'23" W, a distance of 249.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,
4. S 71°59'35" W, a distance of 536.37 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature,
5. with the arc of a curve to the left, having a radius of 1065.00 feet, an arc distance of 572.24 feet, and a chord which bears S 56°36'00" W, a distance of 565.38 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
6. S 41°12'25" W, a distance of 16.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature, and
7. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 30.94 feet, and a chord which bears S 87°04'22" W, a distance of 27.95 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency at the intersecting northwest right-of-way line of said West Centerpoint Road and the northeast right-of-way line of Central Park Loop, a 70 foot right-of-way shown on said plat of La Cima Phase 1, West Centerpoint Road;

THENCE continuing across the said 649.592 acre tract, crossing the said 1388.17 acre tract, with the northeast right-of-way line of said Central Park Loop, with the southeast line of the tract described herein, the following six (6) courses and distances:

1. N 51°05'00" W, a distance of 24.52 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,
2. with the arc of a curve to the right, having a radius of 815.00 feet, an arc distance of 123.50 feet, and a chord which bears N 44°27'06" W, a distance of 123.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
3. N 40°06'37" W, a distance of 339.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the left, having a radius of 685.00 feet, an arc distance of 665.88 feet, and a chord which bears N 67°57'31" W, a distance of 639.97 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse curvature,
5. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 29.67 feet, and a chord which bears N 53°18'05" W, a distance of 27.03 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and
6. S 80°00'46" W, a distance of 34.98 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,

THENCE continuing across the said 1388.17 acre tract, leaving the said Central Park Loop right-of-way line, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 10°46'04" W, a distance of 302.46 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
2. with the arc of a curve to the left, having a radius of 300.00 feet, an arc distance of 86.62 feet, and a chord which bears N 25°55'37" W, a distance of 86.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
3. N 33°46'42" W, a distance of 696.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the most westerly northwest corner of the tract described herein,
4. N 55°30'45" E, a distance of 496.99 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 83°33'43" E, a distance of 276.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
6. N 46°11'39" E, a distance of 505.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
7. N 26°34'53" E, a distance of 357.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. N 07°09'09" E, a distance of 137.24 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the south line of that certain called 23.823 acre tract of land described in the deed to San Marcos Baptist Academy Foundation of record in Volume 5038, Page 689, Official Public Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of the said 23.823 acre tract bears S 64°20'56" W, a distance of 700.03 feet;

THENCE N 64°20'56" E, with the south line of the said 23.823 acre San Marcos Baptist Academy Foundation tract, with the north line of the tract described herein, a distance of 6.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the southwest line of that certain called 48.29 acre tract of land designated as Tract 1 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for an angle point in the north line of the of the tract described herein;

THENCE S 43°46'38" E, with a north line of the said 1388.17 acre tract, with the southwest line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 512.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of that said 48.29 acre tract, same being the most westerly corner of that certain called 23.823 acre tract of land described in the General Warranty Deed to Lazy Oaks Ranch, LP of record in Volume 5038, Page 698, Official Public Records of Hays County, Texas, for an angle point in the north line of the tract described herein;

THENCE N 71°48'34" E, with a northwest line of the said 23.823 acre Lazy Oaks Ranch, LP tract, with the southeast line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 765.83 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the northwest corner of the said 67.926 acre tract, for the northeast corner of the tract described herein;

THENCE S 05°22'06" E, with the west line of the said 67.926 acre tract, with the east line of the tract described herein, a distance of 980.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest line of that certain called 0.32 acre tract designated as Tract 2 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for a southeast corner of the tract described herein;

THENCE with the northwest, west and southeast lines of the said 0.32 acre tract, continuing with the east line of the tract described herein, the following three (3) courses and distances:

1. S 71°00'11" W, a distance of 89.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein,
2. S 43°46'43" E, a distance of 119.83 feet to a calculated point in the northwest line of the said 649.592 acre tract, for the south corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for reference bears N 42°33'49" W, a distance of 1.36 feet, and
3. N 43°23'41" E, a distance of 16.86 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

THENCE leaving the southeast line of the said 0.32 acre tract, crossing the said 649.592 acre tract, with the west line of the said 67.926 acre tract, continuing with the east line of the tract described herein, the following two (2) courses and distances:

1. S 05°22'06" E, a distance of 487.16 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and
2. S 47°44'52" E, a distance of 426.15 feet to the **POINT OF BEGINNING** and containing 94.504 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

94.504 Acres
John Williams Survey, A-490 and others
Hays County, Texas

Job No. 5956-01-105
FN2145(km)
Page 4 of 4

BOWMAN WORD FILE: FN2145(km)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through June 2018, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 18th day of June 2018 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



EXHIBIT B – NEIGHBORHOOD IMPROVEMENT AREA #2 MAP

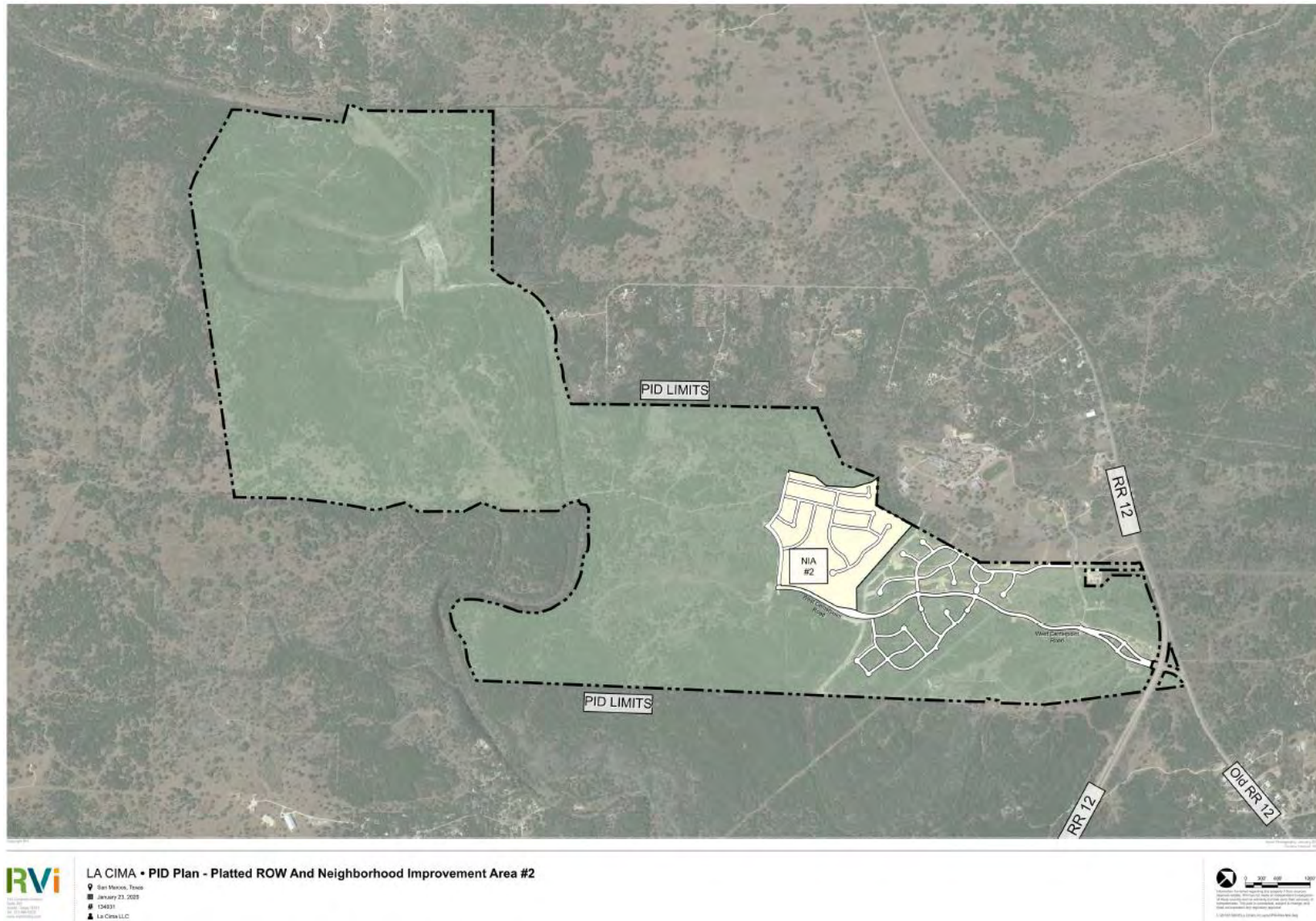


EXHIBIT C - ALLOCATION OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

	Total Costs [b]		Neighborhood Improvement Area #2
			% Cost
<i>Neighborhood Improvement Area #2 Improvements</i>			
Streets	\$ 3,118,483	100.00%	\$ 3,118,483
Water and Sewer	2,703,295	100.00%	2,703,295
Storm Drainage/Water Quality	2,869,875	100.00%	2,869,875
Soft Costs	871,500	100.00%	871,500
	\$ 9,563,153		\$ 9,563,153
 <i>Bond Issuance Costs [a]</i>			
Debt Service Reserve Fund	\$ -		\$ -
Capitalized Interest	-		-
Underwriter Discount	-		-
Cost of Issuance	-		-
	\$ -		\$ -
 Total	 \$ 9,563,153		 \$ 9,563,153

Footnotes:

[a] To be updated at time of PID Bond issuance.

[b] Costs provided by Neighborhood Improvement Area #2 Owner on January 7, 2020.

EXHIBIT D - SOURCES AND USES

Neighborhood Improvement Area #2		
Sources of Funds		
Owner Advance [a]	\$	5,475,000
Owner Contribution [b]		4,088,153
Total Sources	\$	9,563,153
Uses of Funds		
Neighborhood Improvement Area #2 Improvements	\$	9,563,153
<i>Bond Issuance Costs [c]</i>		
Debt Service Reserve Fund	\$	-
Capitalized Interest		-
Underwriter Discount		-
Cost of Issuance		-
	\$	-
Total Uses	\$	9,563,153

Footnotes:

[a] Owner Advance will be repaid as the Neighborhood Improvement Area #2 Reimbursement Obligation.

[b] Non-reimbursable to Owner.

[c] To be updated at time of PID Bond issuance.

EXHIBIT E - FIVE YEAR SERVICE PLAN

Neighborhood Improvement Area #2						
Annual Installments Due	1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025	
<i>Neighborhood Improvement Area #2 Reimbursement Obligation</i>						
Principal	\$ 80,000	\$ 85,000	\$ 90,000	\$ 95,000	\$ 100,000	
Interest	273,750	269,750	265,500	261,000	256,250	
(1)	\$ 353,750	\$ 354,750	\$ 355,500	\$ 356,000	\$ 356,250	
<i>Major Public Improvement PID Bonds</i>						
Principal	\$ 27,125	\$ 26,156	\$ 31,000	\$ 33,422	\$ 35,844	
Interest	122,963	121,607	119,972	118,035	115,946	
(2)	\$ 150,088	\$ 147,763	\$ 150,972	\$ 151,457	\$ 151,790	
Administrative Expenses	(3) \$ 34,579	\$ 35,270	\$ 35,976	\$ 36,695	\$ 37,429	
Prepayment and Delinquency Reserve [a]	(4) \$ 8,932	\$ 8,796	\$ 8,665	\$ 8,510	\$ 8,343	
Total Annual Installment	(5) = (1) + (2) + (3) + (4)	\$ 547,349	\$ 546,580	\$ 551,114	\$ 552,662	\$ 553,812

Footnotes:

[a] Prepayment and Delinquency Reserve relates only to the Major Public Improvement PID Bonds.

EXHIBIT F-1 - NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Parcel ID	Major Public Improvement PID		Neighborhood Improvement Area #2		Total Special Assessments	
	Outstanding Assessment	Annual Installment	Outstanding Assessment	Annual Installment	Outstanding Assessment	Total Annual Installment
143368	\$ 1,786,375.00	\$ 163,599.03	\$ 5,475,000.00	\$ 383,750.00	\$ 7,261,375.00	\$ 547,349.03
Total	\$ 1,786,375.00	\$ 163,599.03	\$ 5,475,000.00	\$ 383,750.00	\$ 7,261,375.00	\$ 547,349.03

Note: Annual Installments are delinquent if not paid in full by January 31, 2021.

EXHIBIT F-2 – NEIGHBORHOOD IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

	Major Public Improvements PID Bonds							Neighborhood Improvement Area #2 Reimbursement Obligation					
Annual Installments Due 1/31								Prepayment and Delinquency				Total Annual Installment	
	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Principal	Interest [a]	Reserve	Administrative Expenses			
2021	\$ 27,125	\$ 122,963	\$ 4,579	\$ 3,573	\$ 5,359	\$ -	\$ 80,000	\$ 273,750	\$ -	\$ 30,000	\$ 547,349		
2022	\$ 26,156	\$ 121,607	\$ 4,670	\$ 3,519	\$ 5,278	\$ -	\$ 85,000	\$ 269,750	\$ -	\$ 30,600	\$ 546,580		
2023	\$ 31,000	\$ 119,972	\$ 4,764	\$ 448	\$ 8,218	\$ -	\$ 90,000	\$ 265,500	\$ -	\$ 31,212	\$ 551,114		
2024	\$ 33,422	\$ 118,035	\$ 4,859	\$ -	\$ 8,510	\$ -	\$ 95,000	\$ 261,000	\$ -	\$ 31,836	\$ 552,662		
2025	\$ 35,844	\$ 115,946	\$ 4,956	\$ -	\$ 8,343	\$ -	\$ 100,000	\$ 256,250	\$ -	\$ 32,473	\$ 553,812		
2026	\$ 38,266	\$ 113,706	\$ 5,055	\$ -	\$ 8,164	\$ -	\$ 105,000	\$ 251,250	\$ -	\$ 33,122	\$ 554,563		
2027	\$ 40,688	\$ 111,314	\$ 5,156	\$ -	\$ 7,973	\$ -	\$ 110,000	\$ 246,000	\$ -	\$ 33,785	\$ 554,916		
2028	\$ 43,594	\$ 108,771	\$ 5,260	\$ -	\$ 7,769	\$ -	\$ 115,000	\$ 240,500	\$ -	\$ 34,461	\$ 555,354		
2029	\$ 46,984	\$ 105,720	\$ 5,365	\$ -	\$ 7,551	\$ -	\$ 120,000	\$ 234,750	\$ -	\$ 35,150	\$ 555,520		
2030	\$ 50,375	\$ 102,431	\$ 5,472	\$ -	\$ 7,316	\$ -	\$ 125,000	\$ 228,750	\$ -	\$ 35,853	\$ 555,197		
2031	\$ 54,250	\$ 98,905	\$ 5,581	\$ -	\$ 7,065	\$ -	\$ 135,000	\$ 222,500	\$ -	\$ 36,570	\$ 559,870		
2032	\$ 58,125	\$ 95,107	\$ 5,693	\$ -	\$ 6,793	\$ -	\$ 140,000	\$ 215,750	\$ -	\$ 37,301	\$ 558,770		
2033	\$ 62,484	\$ 91,038	\$ 5,807	\$ -	\$ 6,503	\$ -	\$ 145,000	\$ 208,750	\$ -	\$ 38,047	\$ 557,630		
2034	\$ 67,328	\$ 86,664	\$ 5,923	\$ -	\$ 6,190	\$ -	\$ 155,000	\$ 201,500	\$ -	\$ 38,808	\$ 561,414		
2035	\$ 72,172	\$ 81,951	\$ 6,042	\$ -	\$ 5,854	\$ -	\$ 165,000	\$ 193,750	\$ -	\$ 39,584	\$ 564,353		
2036	\$ 77,500	\$ 76,899	\$ 6,162	\$ -	\$ 5,493	\$ -	\$ 170,000	\$ 185,500	\$ -	\$ 40,376	\$ 561,931		
2037	\$ 83,313	\$ 71,474	\$ 6,286	\$ -	\$ 5,105	\$ -	\$ 180,000	\$ 177,000	\$ -	\$ 41,184	\$ 564,361		
2038	\$ 89,609	\$ 65,643	\$ 6,411	\$ -	\$ 4,689	\$ -	\$ 190,000	\$ 168,000	\$ -	\$ 42,007	\$ 566,359		
2039	\$ 96,391	\$ 59,370	\$ 6,540	\$ -	\$ 4,241	\$ -	\$ 200,000	\$ 158,500	\$ -	\$ 42,847	\$ 567,888		
2040	\$ 103,656	\$ 52,623	\$ 6,670	\$ -	\$ 3,759	\$ -	\$ 210,000	\$ 148,500	\$ -	\$ 43,704	\$ 568,912		
2041	\$ 111,406	\$ 45,367	\$ 6,804	\$ -	\$ 3,240	\$ -	\$ 220,000	\$ 138,000	\$ -	\$ 44,578	\$ 569,395		
2042	\$ 120,125	\$ 37,568	\$ 6,940	\$ -	\$ 2,683	\$ -	\$ 230,000	\$ 127,000	\$ -	\$ 45,470	\$ 569,786		
2043	\$ 128,844	\$ 29,159	\$ 7,079	\$ -	\$ 2,083	\$ -	\$ 240,000	\$ 115,500	\$ -	\$ 46,379	\$ 569,044		
2044	\$ 138,531	\$ 20,140	\$ 7,220	\$ -	\$ 1,439	\$ -	\$ 255,000	\$ 103,500	\$ -	\$ 47,307	\$ 573,137		
2045	\$ 149,188	\$ 10,443	\$ 7,365	\$ -	\$ 746	\$ (159,631)	\$ 265,000	\$ 90,750	\$ -	\$ 48,253	\$ 412,114		
2046	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ 77,500	\$ -	\$ 49,218	\$ 406,718		
2047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 295,000	\$ 63,500	\$ -	\$ 50,203	\$ 408,703		
2048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310,000	\$ 48,750	\$ -	\$ 51,207	\$ 409,957		
2049	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325,000	\$ 33,250	\$ -	\$ 52,231	\$ 410,481		
2050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ 17,000	\$ -	\$ 53,275	\$ 410,275		
Totals	\$ 1,786,375	\$ 2,062,818	\$ 146,658	\$ 7,539	\$ 140,365	\$ (159,631)	\$ 5,475,000	\$ 5,222,000	\$ -	\$ 1,217,042	\$ 15,898,166		

[a] Assumes an interest rate of 5.0% for the Neighborhood Improvement Area #2 Reimbursement Obligation.

EXHIBIT G – MAP OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

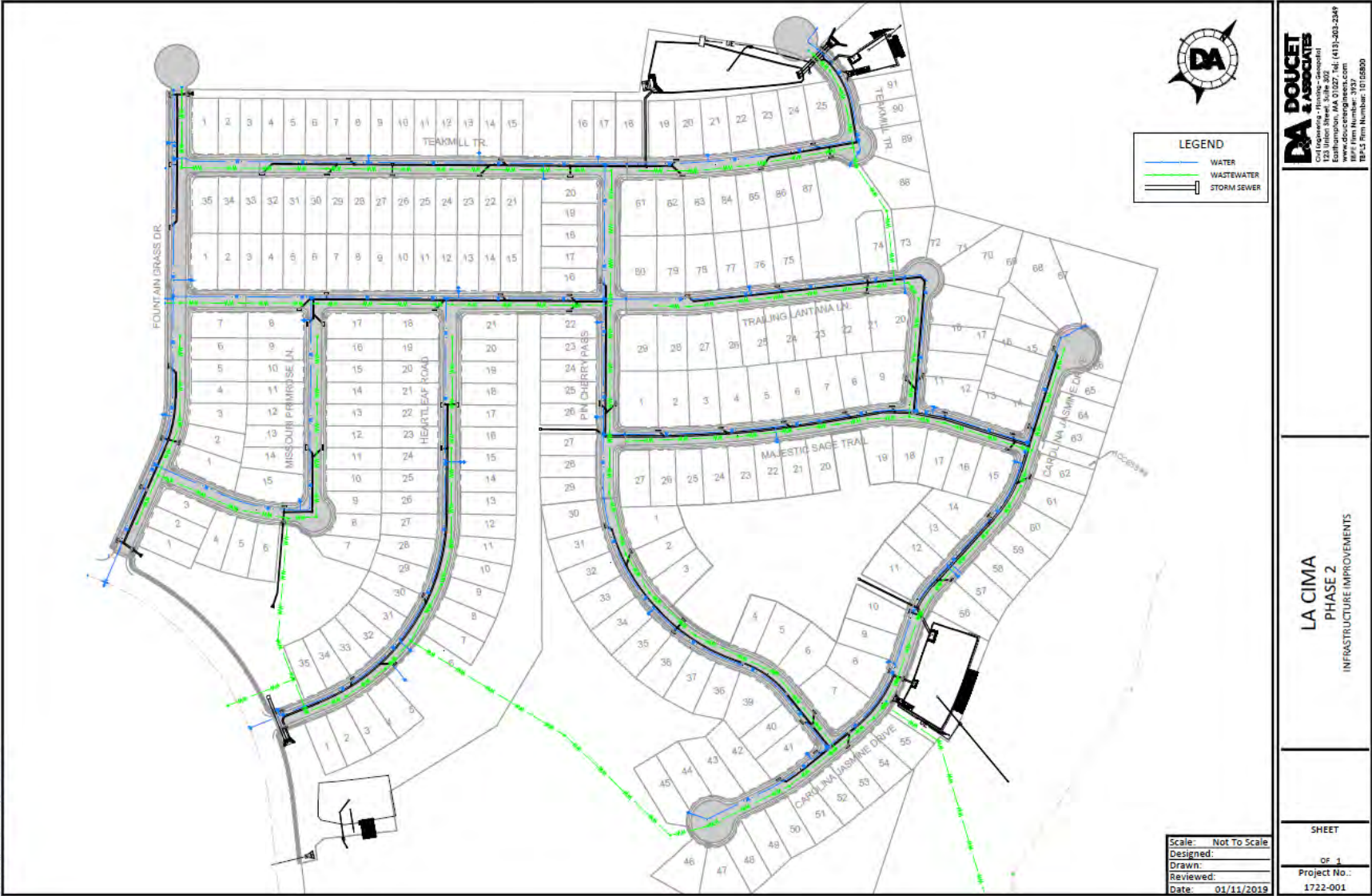


EXHIBIT H – ORIGINAL SAP

La Cima Public Improvement District

Service and Assessment Plan

7/21/15

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On September 23, 2014, (the “**Creation Date**”) the Hays County Commissioners Court approved that certain “Petition for the Creation of a Public Improvement District to Finance Improvements for La Cima” which authorized the creation of the La Cima Public Improvement District (the “**PID**”) to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the jurisdiction of Hays County, Texas (the “**County**”). Certain development standards have been established for the property within the PID under and pursuant to the terms and conditions of that certain Amended and Restated Development Agreement dated September 16, 2014 and recorded in Document No. 2014-14032062 of the Official Public Records of Hays County (the “Development Agreement”).

Chapter 372 of the Texas Local Government Code (as amended, the “**PID Act**”), governs the creation of public improvement districts within the counties of the State of Texas. This Service and Assessment plan was prepared pursuant to the PID Act. The PID Act requires that a Service and Assessment Plan “cover a period of five years and ... define the annual indebtedness and the projected costs for improvements.” It also requires the plan be reviewed and updated annually for the purpose of determining the annual budget for improvements. The details regarding the service for the PID are described in more detail in Section V herein.

The Special Assessment Roll for the PID is attached hereto as Appendix A, and is addressed in Section VIII. The Special Assessments as shown on the Assessment Roll are based on the method for establishing and levying the Special Assessment described in Sections V and VII.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

“**Acquisition and Reimbursement Agreement**” means (whether one or more) an agreement that provides for construction and dedication of a Public Improvement to the County or City prior to the Landowner being paid out of the applicable Neighborhood Improvement PID Bond proceeds, whereby all or a portion of the Actual Costs will be paid to Landowner initially from Special Assessment Revenues (and ultimately from Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds) to reimburse the Landowner for Actual Costs paid by the Landowner that are eligible to be paid with PID Bond proceeds. The form of Acquisition and Reimbursement Agreement shall be reasonably acceptable to both County and Landowner and substantially in accordance with the form attached as Exhibit “H” to the PID Financing

Agreement. It is intended that Acquisition and Reimbursement Agreements will be used in connection with Neighborhood Improvement PID Bonds.

“Actual Cost(s)” means, with respect to a Public Improvement, the Landowner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement, as specified in a payment request in a form that has been reviewed and approved by the County and in an amount not to exceed the amount for each Public Improvement as set forth in the Service and Assessment Plan (subject to cost overruns in Section 5.01(e) of the PID Financing Agreement). Actual Cost may include (a) the costs incurred by or on behalf of the Landowner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred by or on behalf of the Landowner in preparing the plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) a construction management fee of 4.0% of the costs incurred by or on behalf of the Landowner for the construction of such Public Improvement if the Landowner is serving as the Construction Manager, (e) the costs incurred by or on behalf of the Landowner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Public Improvements (f) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Public Improvements, (g) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus interest, if any, at the lower of (x) the maximum interest rate permitted by the PID Act or (y) the interest rate of the applicable PID Bonds calculated from the respective dates of the expenditures until the date of reimbursement therefore.

“Additional Interest” means the additional interest rate charged on Special Assessments, pursuant to Section 372.018 of the PID Act. The funds generated from the Additional Interest may be used as described in the Assessment Plan and may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%).

“Additional Neighborhood Improvement PID Bonds” are, with respect to each individual Neighborhood Improvement Area, additional Neighborhood Improvement Bonds that may be issued periodically in the future subsequent to the issuance of Neighborhood Improvement PID Bonds as individual Neighborhood Improvement Areas of the Project are developed and require financing of internal infrastructure improvements that benefit each associated Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

“Administrative Expenses” means the following actual or budgeted costs, as applicable, related to the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Public Improvements, in accordance with the terms of this Agreement.

“Administrator” means the employee or such other third party designee of the County, identified in any Indenture relating to the PID Bonds or any other agreement approved by the County Commissioners Court, who shall have the responsibilities provided for herein.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the outstanding PID Bonds in such Bond Year, assuming that the outstanding PID Bonds are retired as scheduled (including by reason of sinking fund installments), and (ii) the principal amount of the outstanding PID Bonds due in such Bond Year (including any sinking fund Installments due in such Bond Year).

“Annual Installments” means, with respect to each Assessed Parcel, each annual payment of the: (i) the Special Assessment (including the principal of and interest on), as shown on the Special Assessment Roll attached hereto as Appendix A, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) Administrative Expenses, and (iii) the Additional Interest.

“Annual Service Plan Update” means the annual review and update of the Service and Assessment Plan required by the PID Act and as set forth in Section V of this Service and Assessment Plan.

“Appraisal” means the Appraisal of La Cima dated effective September 16, 2014, prepared by The Aegis Group, Inc.

“Appraised Value – Additional Neighborhood Improvement PID Bonds” means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Additional Neighborhood Improvement PID Bonds.

“Appraised Value – Future Major Public Improvement PID Bonds” means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Future Major Public Improvement PID Bonds.

“Appraised Value – Major Public Improvement PID Bonds” means the values for each Assessed Parcel as set forth in the Appraisal.

“Appraised Value – Neighborhood Improvement PID Bonds” means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Neighborhood Improvement PID Bonds.

“Assessed Parcel(s)” means each respective parcel, other than Non-Benefitted Property, of land located within the PID, described by metes and bounds, by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the County, against which a Special Assessment is levied by the Assessment Order in accordance with the Service and Assessment Plan.

“Assessed Value” means, for use in determining the Special Assessments as described in **Section V** of this SAP, the estimated value for purposes of the collection of ad valorem taxes, as determined by the Landowner, of a Parcel or a Lot upon its final development with a completed home or completed commercial structure.

“Assessment Order” means each order adopted by the County Commissioners Court approving the Service and Assessment Plan (or such amendments and supplements to the Service and Assessment Plan) and levying the Special Assessments, as required by **Article II of the PID Financing Agreement**.

“Assessment Roll” means the document included in this Service and Assessment Plan as **Appendix A**, as updated, modified, supplemented or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means the improvements identified and authorized under Section 372.003 of the PID Act.

“Bond Issuance Costs” means costs relating to the authorization, sale and issuance of the PID Bonds including, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the County or Landowners in connection with the issuance of the PID Bonds, the SAP Consultant’s fees, bond (underwriter’s) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

“Bond Year” means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

“City” means City of San Marcos, Texas.

“County” means Hays County, Texas.

“County Commissioners Court” or **“Commissioners Court”** means the duly elected governing body of the County.

“Delinquency Reserve Requirement” means an amount equal to 5.0% of the principal amount of the Outstanding Bonds, which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund, but in no event shall the annual collections be more than 0.30% higher than the interest rate on the PID Bond or an amount as otherwise set forth in the applicable Indenture.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Parcel, including attorney’s fees.

“Developer” means La Cima San Marcos, LLC, an affiliate of the Landowner and a Texas limited liability company or its assignees or affiliates.

“First Phase Residential Parcels” means one or more individual Assessed Parcels within the PID which are expected to be developed in the first phases of the Project. At the time of the issuance of the Major Public Improvement PID Bonds, the Parcels designated as First Phase Residential Parcels are Residential Parcels 1–4 as depicted on **Appendix F** attached hereto.

“Future Major Public Improvement PID Bonds” means additional Major Public Improvement PID Bonds that may be issued in the future that are secured by Special Assessments levied on an Assessed Parcel and issued subsequent to the Major Public Improvement PID Bonds in order to fund Future Major Public Improvements.

“Future Major Public Improvements” means those Public Improvements that confer special benefit on the entire District and are to be financed with Future Major Public Improvement PID Bonds as shown in **Table III-B**.

“Future PID Bond Tests” means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds (other than the Major Public Improvement PID Bonds which are being issued concurrently herewith) which are more particularly described in Section IV herein.

“Indenture” means the applicable Indenture of Trust between the County and trustee relating to the issuance of a series of PID Bonds for financing costs of Public Improvements, as it may be amended from time to time.

“La Cima” or “Project” means the approximately 2,044 acres of land located in Hays County, Texas. The Project is contained within the area depicted on Table II-A. In addition, the Project is located within the extra-territorial jurisdiction of the City of San Marcos, Texas.

“Landowner(s)” means Lazy Oaks Ranch, LP or its successors or assignees.

“Landowner Agreement” means, with respect to the Major Public Improvements, that certain Landowner Agreement by and between Landowner and County dated July 21, 2015, and with respect to any Future Major Improvements or any Neighborhood Area Public Improvements, those certain Landowner Agreements by and between the applicable owner and the County at that time.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the Official Public Records of Hays County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and the Landowner and confirmed by the County Commissioners Court. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final Lot value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact Lot value, as determined by the Administrator and the Landowner and confirmed by the County Commissioners Court.

“Major Public Improvement PID Bonds” means those certain Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) that are secured by Special Assessments levied on an Assessed Parcel in order to fund Major Public Improvements.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any outstanding PID Bonds.

“Major Public Improvements” means those Public Improvements that confer special benefit on the entire District and are to be financed with Major Public Improvement PID Bonds, as set forth in **Table III-A** of this SAP.

“Maximum Potential Assessment – Major Public Improvement PID Bonds” means the Appraised Value for a Parcel divided by the applicable Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds.

“Maximum Potential Assessment – Future Major Public Improvement PID Bonds” means the Appraised Value for a Parcel less the product of the Special Assessment for the Major Public Improvement PID Bonds multiplied by the Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds divided by the applicable Minimum

Required Value to Lien Ratio – Future PID Bond Test Major Public Improvement PID Bonds.

“Minimum Required Value to Lien Ratio – Future Major Public Improvement PID Bonds” means, with respect to the assessment methodology for the Future Major Public Improvement PID Bonds as described in **Section V** of this SAP, the minimum ratio of the appraised value of a specific Parcel or a Lot to the associated Special Assessment for the specific Parcel or Lot.

“Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds” means with respect to the Major Public Improvement PID Bonds, the minimum ratio of the Appraised Value of a specific Parcel or a Lot to the associated Special Assessment for the specific Parcel or Lot.

“Neighborhood Improvement Area(s)” means one or more residential Assessed Parcels that are anticipated to be developed in the same general time period as generally depicted on **Appendix G** attached hereto. The depiction of the Neighborhood Improvement Areas on **Appendix G** is for illustrative purposes only and is subject to adjustment; as such Neighborhood Improvement Areas may be adjusted over time. The Parcels within a Neighborhood Improvement Area will be assessed in connection with the issuance of Neighborhood Improvement PID Bonds or Additional Neighborhood Improvement Bonds for the Neighborhood Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Parcels within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement PID Bonds” means PID Bonds that may be issued periodically in the future as individual Neighborhood Improvement Areas of the Project are developed and require financing of internal infrastructure improvements that benefit each associated Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

“Neighborhood Public Improvements” means those Public Improvements constructed that benefit any designated Neighborhood Improvement Area within the PID, financed with Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds and that confer a special benefit upon property within that Neighborhood Improvement Area.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements, including Landowner Association Property, Public Property, and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. An Assessed Parcel converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section V.E, remains subject to the

Special Assessments and requires the Special Assessments to be prepaid as provided for in Section V.E.

“Non-Residential Parcel” means one or more individual Parcels within the Project which are designated by the Landowners as Non-Residential Parcels. At the time of the issuance of the Major Public Improvement PID Bonds, the Parcels designated as Non-Residential Parcels are Non-Residential Parcels 1-5 as depicted on **Appendix F** attached hereto.

“Owner Association” means a homeowner’s association or property owner’s association.

“Owner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an owner’s association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel(s)” means a property identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Hays County, or by any other means determined by the County.

“PID” means the La Cima Public Improvement District created by the County pursuant to Resolution adopted by the Commissioners Court on September 23, 2014.

“PID Bonds” means the special assessment revenue bonds to be issued by the County, in one or more series, to finance the Public Improvements that confer special benefit on the land within the District, which may be used to fund any required reserves and amounts necessary to pay the Bond Issuance Costs, and which are to be secured by a pledge of the revenues and funds pledged under an Indenture, consisting primarily of the Special Assessments, pursuant to the authority granted in the PID Act, and as described by this SAP for the purposes of (i) financing the costs of Public Improvements and related costs, and (ii) reimbursing the Landowner for Actual Costs paid prior to the issuance of the PID Bonds. This term is used to collectively refer to the Major Public Improvement PID Bonds, the Future Major Public Improvement PID Bonds, the Neighborhood Improvement PID Bonds and the Additional Neighborhood Improvement PID Bonds throughout this SAP.

“PID Financing Agreement” means the La Cima Public Improvement District Financing Agreement by and between the County and Landowner dated July 21, 2015.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds and allowed by law, if any, reasonably expected to be incurred by or imposed upon the County as a result of any prepayment of a Special Assessment and the PID Bonds secured by such Special Assessment.

“Prepayment Reserve Requirement” means an amount equal to 1.5% of the principal amount of the Outstanding PID Bonds which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund, but in no event will deposits to the Prepayment Reserve be more than 0.20% higher than the actual interest rate on the PID Bonds or amount as otherwise set forth in the applicable Indenture.

“Property” means the property located within the PID and depicted and described by the map on Exhibit A to Resolution No. 30162, adopted by the Commissioners Court of the County on September 23, 2014.

“Public Improvements” mean the improvements authorized under Section 372.003 of the PID Act and designed, constructed, and installed in accordance with the PID Financing Agreement and any future amendments thereto. Certain of the Public Improvements will confer benefit on the entire District and certain Public Improvements will confer benefits only in certain Neighborhood Improvement Areas.

“Public Property” means property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, or through a public utility easement.

“Residential Parcel” means one or more individual Parcels which, per the Landowner, are designated for the future development of residential lots and homes.

“Second Phase Residential Parcels” means, at the time of the issuance of the Major Public Improvement PID Bonds, Residential Parcels 5-8. A parcel currently designated as a Second Phase Residential Parcel will be re-designated, for purposes of determining the applicable Value to Lien Ratio, as a First Phase Residential Parcel at the time the Acquisition and Reimbursement Agreement for the applicable Neighborhood Improvement Area is executed.

“Service and Assessment Plan” “Assessment Plan” or “SAP” means this La Cima Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the County Commissioners Court in the initial Assessment Order for the purpose of assessing allocated costs against property located within the boundaries of the PID.

“Special Assessments” means the assessments levied against properties in the District, as provided for in the applicable Assessment Order and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Special Assessment Revenues” means the monies collected from Special Assessments, including supplemental assessments and reassessments, interest, expenses, or penalties on Special Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of the Special Assessments.

“Value to Lien Ratio” means the appraised value or other third party valuation acceptable to the County of a Parcel or Parcels divided by the Special Assessment levied against such Parcel or Parcels.

Section II

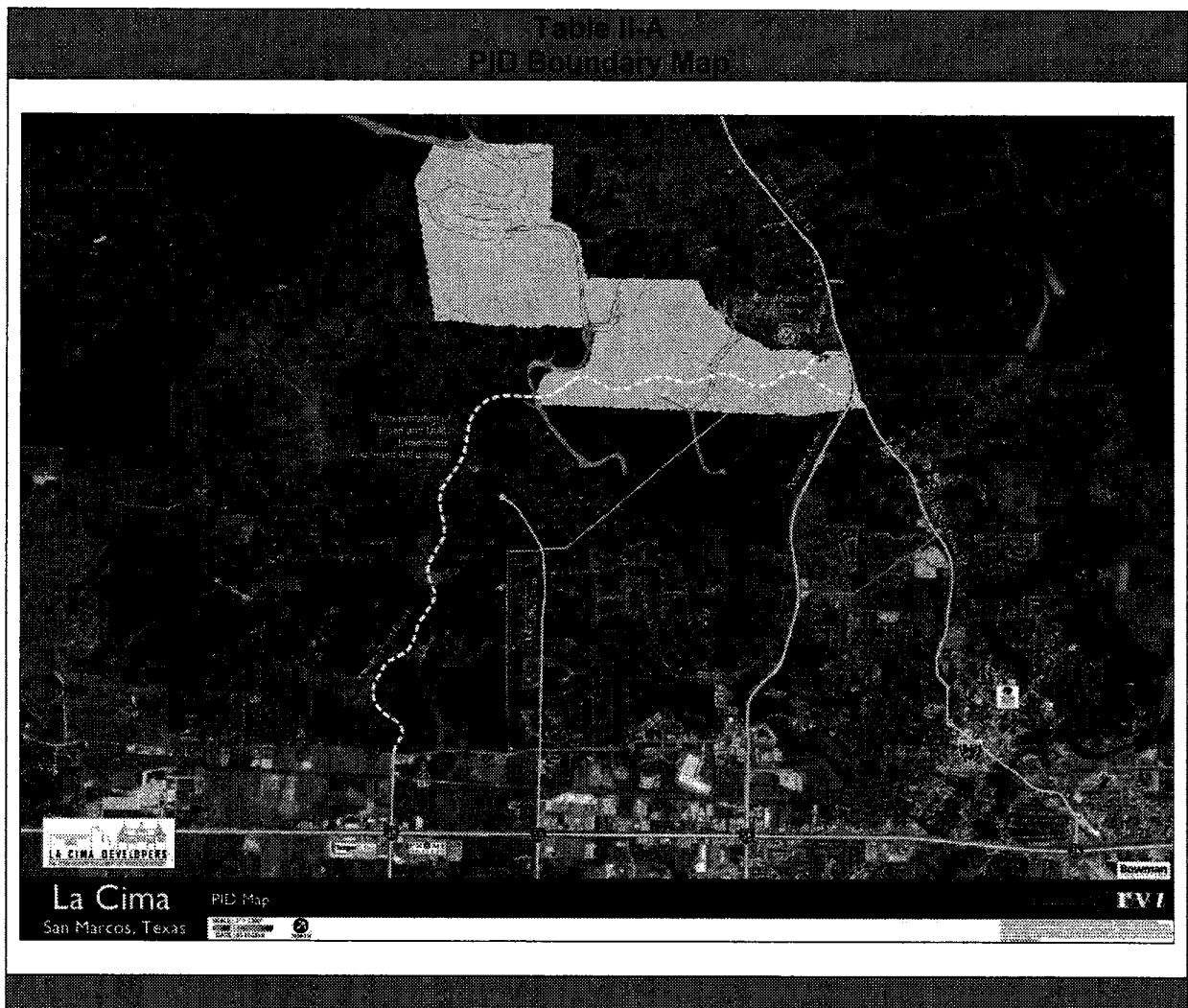
PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the property depicted and described by the map on Exhibit A to Resolution No. 30162, as adopted by the Commissioners Court on September 23, 2014, authorizing creation of the PID. The PID is located entirely within the County's corporate limits as well as within the City's extra-territorial jurisdiction. The PID contains approximately 2,044 acres of which approximately 1,180 acres are planned for the development of approximately 2,000 single family residential lots and 167.7 acres planned for commercial and office development, and includes the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

In addition, an easement encompassing approximately 700 acres of the PID has been acquired for \$2.0 million by the County as part of the Hays County Regional Conservation Plan (the "HCRC Plan") as a habitat preserve for the golden-cheeked warbler by a perpetual conservation easement (the "Habitat Preserve"). The County and the Landowner intend to enter into a conservation easement for the Habitat Preserve. The Habitat Preserve is intended to be open during non-mating season to the public for passive public use such as hiking and providing hundreds of acres of trails and nature for residents of the community, subject to the terms of the HCRC Plan.

A map of the Property is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix B.



A. Neighborhood Improvements

The Neighborhood Improvements Areas are expected to be developed in the future, pursuant to one or more Acquisition and Reimbursement Agreements. As these Neighborhood Improvement Areas are developed and Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are contemplated, this SAP will be amended to add a new table (**Table II-B**) that describes the development of the applicable Neighborhood Improvement Areas. Any future Neighborhood Improvement Bond and Additional Neighborhood Improvement PID Bond issues will require Commissioners Court approval. The depiction of the Neighborhood Improvement Areas on Appendix G is for illustrative purposes only and is subject to adjustment; as such Neighborhood Improvement Areas may be adjusted over time.

Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that a County may choose to undertake with the establishment of a Public Improvement District. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing.

The County has determined that of the improvements authorized under the PID Act, it will undertake the Public Improvements more particularly described in **Section III.B** and **Section III.C** herein.

B. Descriptions and Costs of the Major Public Improvements

The Major Public Improvement PID Bonds will only fund Public Improvements which confer a special benefit on the property in the entire PID; although different Parcels may be allocated costs of Major Public Improvements on a prorated basis depending on what benefit that Parcel receives for an associated Major Public Improvement. The Major Public Improvements are described below and the costs are shown in **Table III-A**. The

Actual Costs to construct the Major Public Improvements are \$17,599,650. The Actual Costs shown in **Table III-A** may be revised in Annual Service Plan Updates.

Water Improvements

- These improvements include the required water improvements to serve all Parcels of La Cima with up to 3,000 Living Unit Equivalents (“LUEs”). These improvements consist of upgrading the City’s existing water pumping facility located on the east side of RR 12 north of the San Marcos Academy entrance, installation of a 300,000-gallon elevated storage tank, construction of approximately 2,700 linear feet of 12” water main from the water pumping facility to the on-site elevated storage tank. From there distribution lines serve the development including approximately 6,650 linear feet of 16” water main coming south from the elevated storage tank to Centerpoint Road and then south along Centerpoint Road to Central Park Loop. Two 12” waterlines connect to this transmission main – one extending approximately 1,000 linear feet north along Centerpoint Road to RR 12 and the other along Central Park Loop from Centerpoint Road approximately 3,700 linear feet to Residential Parcel 7.
- The initial water improvements include acquisition of approximately 2,000 linear feet of easements along RR 12 and through the San Marcos Academy for the water line extension and an additional approximately 0.5-acre easement for the water pump station facility located adjacent to the existing RR 12 water plant site.
- The map labeled “Phase I Major Improvement PID Water Improvements” which is attached hereto as **Appendix H** depicts these proposed improvements. The cost of these improvements is \$3,729,795 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.

Wastewater - Academy Lift Station

- These improvements include improvements to the neighboring San Marcos Academy existing lift station to increase capacity, construction of a new on-site lift station, and installation of new wastewater gravity and force main piping to serve and Residential Parcels 1-4 of the Project. This system includes upgrades to pumps and the electrical system at the existing San Marcos Academy Lift Station, construction of a new on-site lift station (the “Phase 1 Lift Station”) near the southern boundary of Residential Parcel 2, installation of approximately 3,175 linear feet of 12” gravity wastewater piping, 4,000 linear feet of 8” and 12” service stubs to provide service to the adjoining development areas, and approximately 4,000 linear feet of 4” force main. The map labeled “Phase I Major Improvement PID Wastewater Improvements (Academy Lift Station)” attached hereto as **Appendix H** depicts these proposed improvements. The cost of these improvements is \$1,945,987 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Residential Parcels 1-4 of the Project.

Wastewater – Franklin Improvements

- To accommodate the additional flow through the Academy Lift Station and the new Phase 1 Lift Station, these improvements also include pump and electrical improvements at the Franklin Lift Station; upgrading approximately 1,400 feet of existing 8” gravity wastewater main in Craddick to 10”; upgrading approximately 900 linear feet of existing 10” gravity wastewater main in Craddick to 12”; and survey, design, permits and easements for upsizing of approximately 3,100 feet of existing 12” to 18” line at Purgatory Creek (the construction of which will be funded through an existing approved City Capital Improvement Project). The map labeled “Franklin Wastewater Improvements” attached hereto as **Appendix H** depicts these proposed improvements.
- The Phase 1 Lift Station, wastewater piping, and improvements to the Franklin Lift Station and upsizing to Craddick and Purgatory Creek force mains that are part of this system provide wastewater service to Residential Parcels 1 thru 4. Via the Academy Lift Station upgrades and the other improvements, this system will provide 725 LUE’s of wastewater service to be allocated between those Parcels projected to serve the initial three to five years of the Project. This system will also hook into and be used as part of the full-build-out wastewater service described below to serve all Parcels within the Project.
- The cost of these improvements is \$719,033 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Residential Parcels 1-4 of the Project.

Wastewater – Hunter Road

- These improvements include survey, design and easements for proposed additional onsite and offsite wastewater facilities to provide up to 3,000 LUE’s of wastewater over the life of the Project to serve all Parcels of the Project. The survey, design and easement costs are \$568,000 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 5-8 of the Project.

Road Improvements

- **Centerpoint Road from RR12 to Central Park Loop:** This consists of approximately 1,000 linear feet of 4-lane divided roadway from the primary entrance of the Project at Wonder World Drive and RR12, tapering for approximately 500 feet to 2-lanes, and then approximately 6,200 feet arterial roadway through Non-Residential Tax Parcels 1 thru 5 and then thru Residential Tax Parcels 1 thru 4 ending at the Central Park Loop. This consists of approximately 1,500 linear feet of 4-lane arterial roadway from the primary entrance of the Project at Wonder World Drive and RR12 through Non-Residential Parcels 1 thru 5 and then 6,000 linear feet of a three lane roadway thru Residential Parcels 1 thru 4 ending at the Central Park Loop. The roadway

pavement section is assumed to consist of 5" asphalt concrete with 14" flexible base and concrete ribbon curb. Centerpoint Road storm water conveyance will consist of open swale drainage with integrated bio swales to provide water quality treatment. The cost of these improvements is \$7,109,257 and will be funded by the Major Public Improvement PID Bonds. The costs of the improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.

- **Central Park Loop:** This consists of approximately 1,000 linear feet of a three lane collector roadway which connects Centerpoint Road to the Central Park Loop and the amenity center to be located along the Central Park Loop. The roadway pavement section is assumed to consist of 3.5" asphalt concrete with 8" flexible base and concrete ribbon curb. Storm water conveyance will consist of open swale drainage with integrated bio swales to provide water quality treatment. The cost of these improvements is \$990,154 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.
- **Secondary Entry Road at Academy:** This consists of approximately 1,200 linear feet of a two lane roadway serving as a secondary entrance to the Project from RR 12. This secondary entry road also provides beneficial access to and from the Project and the neighboring San Marcos Academy private school. Construction of this road was completed in Fall 2013 at a total construction and related costs of \$1,044,383 and will be acquired by the County from the Landowner and the Landowner will be reimbursed from proceeds of the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to all Parcels.
- The map labeled "Phase 1 Master PID Road Improvements" attached hereto as **Appendix H** depicts these proposed improvements.

Soft Costs

- **Soft Costs from September 2013 to Major Public Improvement PID Bond Issue.** The Landowner has spent approximately \$1,493,041 on engineering and other soft costs related to Public Improvements from September 1, 2013 through the date of the closing of the Major Public Improvement PID Bonds. These costs will be reimbursed to the Landowner from proceeds of the Major Public Improvement PID Bonds and are being allocated to all Parcels.

**Table III-A
Authorized Improvements
Major Public Improvement PID Bond**

Description	Total
Water	\$ 3,729,795
Wastewater - Academy LS	\$ 1,945,987
Wastewater - Franklin Improvements	\$ 719,033
Wastewater - Hunter Road	\$ 568,000
Central Park Loop Road	\$ 990,154
Center Point From RR12 to Central Park Loop	\$ 7,109,257
Secondary Entry Road at Academy	\$ 1,044,383
Soft Costs from 9/1/13 through Closing	\$ 1,493,041
Total Authorized Improvements	\$ 17,599,650

Note: Costs provided by Bowman Consulting. The figures shown in Table III-A may be revised in Annual Service Plan Updates. The secondary entry road at Academy and soft costs shown in Table III-A have been previously incurred and will be reimbursed to the Owner upon issuance of the Major Public Improvement PID Bond pursuant to the PID Finance Agreement. The Owner will reinvest these funds into the transaction as the "Owner Contribution" (See Table VI-A).

C. Descriptions and Estimated Costs of the Future Major Public Improvements

Future Major Public Improvement PID Bonds, pursuant to Section 5.01 of the PID Financing Agreement, may be requested to be issued in the future subject to the approval of the Commissioners Court to fund some or all of the Future Major Public Improvements described below. The estimated Actual Cost to construct the Future Major Public Improvements is \$19,732,541. The Actual Costs shown in **Table III-B** are estimates and may be revised in Annual Service Plan Updates. In association with issuing the Future Major Public Improvement PID Bonds, this Service and Assessment Plan will be amended to identify the Future Major Public Improvement PID Bonds Authorized Improvements that benefit the Assessed Parcels. Notwithstanding the foregoing, the Future Major Public Improvements may be funded by Neighborhood Improvement PID Bonds instead of Future Major Public Improvement PID Bonds.

The Future Major Public Improvements include, but are not limited to, the following items:

- Hunter Road Wastewater System
- Wastewater Interceptor Lines
- Water Transmission System
- Central Park Loop – East
- Central Park Loop – West
- Centerpoint Road – Phase 2
- Acquisition of Right of Way – Centerpoint Road
- Monumentation
- Landscaping

Table III-B Estimated Authorized Improvements Additional Major Public Improvement PID Bond	
Description	Total
Wastewater - Hunter Road	\$ 4,038,405
Wastewater Interceptors	\$ 1,775,000
Water Transmission Lines	\$ 820,800
Central Park Loop - East	\$ 2,735,543
Central Park Loop - West	\$ 2,078,179
Centerpoint Road Phase 2	\$ 1,910,814
Acquisition of Right of Way - Centerpoint Road	\$ 800,000
Monumentation	\$ 843,000
Landscaping	\$ 4,730,800
Total Authorized Improvements	\$ 19,732,541
Note: Cost estimates provided by Bowman Consulting. The figures shown in Table III-B are estimates, and may be revised in Annual Service Plan Updates.	

The anticipated monumentation and associated signage to be constructed as part of the Future Major Improvements will be that typically associated with master planned communities including high quality and low profile signs displaying the neighborhood name and directional signage for amenities and to other neighborhoods within the Project. The monumentation and signage will be sited as to be easily viewed from the roadways. The design and construction of the monumentation and signage will be to City standards and specifications. These features will enhance the Project and therefore is intended to increase Parcel and Lot values.

D. Neighborhood Public Improvements Overview

The Neighborhood Improvement Areas are expected to be developed in the future. When and if the Neighborhood Improvement Areas are developed and the Landowner, Developer and the County execute an Acquisition and Reimbursement Agreement, and/or Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are approved for issuance, this Service and Assessment Plan will be amended to incorporate the Neighborhood Public Improvements that benefit the respective Neighborhood Improvement Areas. The issuance of any Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds to fund the Neighborhood Public Improvements will require Commissioners Court approval.

Section IV

FUTURE PID BOND TESTS

Prior to the issuance of Future Major Public Improvement PID Bonds, Neighborhood Improvement PID Bonds, and/or Additional Neighborhood Improvement PID Bonds, the applicable Future PID Bond Test as outlined herein will be undertaken by the Landowner and/or the Developer and verified by the Administrator. In addition to the criteria outlined herein, the participating underwriter of a series of PID Bonds may have additional investment and underwriting criteria which must be met in order to market the PID Bonds. The criteria outlined herein serves as a baseline for the County to consider when requested by the Landowner to issue Future PID Bonds. In addition to the criteria outlined in the applicable Future PID Bond Test, the County may consider additional requirements prior to authorizing the issuance of any Future PID Bonds, including but not limited to market condition assessment, possibly including market study update, development of the District and current status of Landowner, Developer and related builder positions. The Commissioners Court may require a recommendation from County staff, advisors and consultants.

The purpose of these Future PID Bond Tests is to protect the credit position of the bondholders of the Series 2015 Major Public Improvement PID Bonds. It is expected that additional bonds that will have an equal lien to the Series 2015 Major Public Improvement PID Bonds will be issued as the development of the Project continues. These Future PID Bond Tests are intended to limit the issuance of PID Bonds secured by Special Assessments that are on parity with the Special Assessments securing the Major Public Improvement Bonds to those scenarios in which the Property is developing and the overall bondholder credit is gradually improving concurrent with private investment into the property.

In order to issue future or additional PID Bonds, the future or additional PID Bonds must mature on September 15 in each of the years in which they are scheduled to mature and the applicable Future PID Bond Tests must be met.

Future PID Bond Tests – Future Major Public Improvement PID Bonds

Future Major Public Improvement PID Bonds are intended to reimburse the Landowner for Future Major Public Improvements that benefit all Parcels within the District. It is anticipated that these Future Major Public Improvement PID Bonds, if undertaken, will occur to fund and/or reimburse the Landowner for privately funding Public Improvements undertaken within the District.

To request approval Future Major Public Improvement PID Bonds, the following tests must be satisfied:

- No existing default under the PID Financing Agreement or the Development Agreement after expiration of any applicable notice and cure periods by the

Landowner, the Developer, or any property Landowner of more than 5% of the properties within the District for failure to pay Special Assessments or ad valorem taxes on Parcels owned by such Landowner prior to delinquency date. No existing default by the Landowner, the Developer, or any property owner for failure to comply with any continuing disclosure requirements for the Bonds;

- The Landowner and/or the Developer, as applicable, must certify that within the District, at least 200 homes are either (i) complete or, (ii) if such homes are in construction, at least 75% complete. Such certification must be reviewed and confirmed by the Administrator at the expense of the Landowner and/or Developer.
- For each Parcel located within the District, the Value to Lien Ratio, as determined by an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner), after taking into account the outstanding PID Bonds and the proposed Future Major Public Improvement PID Bonds are as follows:
 - The Value to Lien Ratio of all Parcels within the District must be greater than 4:1.
 - At least 80% of the individual Parcels in the District shall have a Value to Lien Ratio of at least 3:1 or greater. No Parcels shall have a Value to Lien Ratio of less than 2.5:1.

Future PID Bond Tests – Neighborhood Improvement PID Bond

These Neighborhood Improvement Bonds may be issued to fund and/or reimburse the Landowner for privately funding the internal Neighborhood Public Improvements and/or Future Major Improvements not previously financed by Future Major Improvement PID Bonds that are allocated to a given Neighborhood Improvement Area and that are within each Neighborhood Improvement Area, or a subdivision thereof, as the Project is gradually developed. The proceeds of the Neighborhood Improvement Bonds are expected to be used to improve the Parcels from master improved Neighborhood Improvement Areas to individual buildable finished Lots.

To request approval for Neighborhood Improvement PID Bonds, the following tests must be satisfied:

- No existing default under the PID Financing Agreement the applicable Acquisition and Reimbursement Agreement or the Development Agreement after expiration of any applicable notice and cure periods by the Landowner, the Developer, or any property owner of more than 5% of the property within the applicable Neighborhood Improvement Area for failure to pay Special Assessments or ad valorem tax on Parcels in the applicable Neighborhood Improvement Area owned by such Landowner, Developer, or property owner prior to the delinquency date. or No existing default by the Landowner, the Developer, or any property owner for failure to comply with continuing disclosure requirements for the Major Improvement PID Bonds and the Future Major Public Improvement PID Bonds, if any;

- A minimum of 60% of the Lots in the applicable Neighborhood Improvement Area to be improved by the Neighborhood Improvement Bonds shall be under contract with a merchant builder or real estate developer for sale to the end user following the construction of the Neighborhood Public Improvements.
- For each Parcel located within the applicable Neighborhood Improvement Area, the Value to Lien Ratio, as determined by an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner or Developer), after taking into account the outstanding PID Bonds and the proposed Neighborhood Improvement PID Bonds are as follows:
 - The Value to Lien Ratio of all Parcels in the Neighborhood Improvement Area must be greater than 3.0:1.
 - Further, at least 80% of the individual Parcels in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio at least 3.0:1 or greater. No Parcels in the Neighborhood Improvement Area shall have a Value to Lien Ratio less than 2.5:1.

Future PID Bond Tests – Additional Neighborhood Improvement PID Bonds

These Additional Neighborhood Improvement PID Bonds may be issued if the initial issuance of Neighborhood Improvement PID Bonds is inadequate to fund and/or reimburse the Landowner for the entire cost of the associated Neighborhood Public Improvements relating to the finished lots and the Landowner, Developer or merchant builder has utilized private funding for financing the balance of the cost of completing the individual lots with the required level of qualified Neighborhood Public Improvements.

In order to request approval for an Additional Neighborhood Improvement PID Bond, the following criteria must be met:

- No existing default under the PID Financing Agreement, the applicable Acquisition and Reimbursement Agreement or the Development Agreement after expiration of any applicable notice and cure periods by any of the Landowner, the Developer, or any property owner of more than 5% of the properties within the Neighborhood Improvement Area for failure to pay Special Assessments and ad valorem taxes on Parcels in the applicable Neighborhood Improvement Area owned by the Landowner, the Developer, or such property owner prior to the delinquency date. No existing default by the Landowner, the Developer, or any property owner for failure to comply with continuing disclosure requirements for the Major Improvement PID Bonds, the Future Major Public Improvement PID Bonds, and the Neighborhood Improvement PID Bonds, if any;
- The Landowner and/or the Developer, as applicable, must certify that within the Neighborhood Improvement Area at least 75% of the homes are either (i) complete or, (ii) if in construction, at least 50% complete. Such certification must be reviewed and confirmed by the Administrator at the expense of the Landowner or Developer.
- For each Parcel located within the applicable Neighborhood Improvement Area, the Value to Lien Ratio, as determined by an appraisal or other third party

valuation acceptable to the County (at the sole cost of the Landowner or Developer), after taking into account the outstanding PID Bonds and the proposed Additional Neighborhood Improvement PID Bonds are as follows:

- The Value to Lien Ratio for all Parcels in the Neighborhood Improvement Area must be greater than 6.0:1.
- Further, at least 80% of the Parcels in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio of at least 5.0:1 or greater. Furthermore, as certified by the Landowner and/or Developer, as applicable, reviewed and confirmed by the Administrator, any Parcels in the applicable Neighborhood Improvement Area with a Value to Lien Ratio of less than 3:1 shall be subject to a contract for sale with a merchant builder or real estate developer who is not a related party to the Landowner of the Property. No individual Parcel in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio less than 2.5:1.

Appendix D presents the estimated additional Special Assessment for each Parcel assuming the issuance of Neighborhood Improvement PID Bonds and Additional Neighborhood PID Bonds. It is expected that these Special Assessments will be levied prior to the construction of the Neighborhood Improvement Area Public Improvements.

The calculation of the estimated valuation prior to and assuming the issuance of the Neighborhood Improvement PID Bonds and the Additional Neighborhood Improvement PID Bonds, estimated costs, the allocation of estimated public improvement costs, the Special Assessment allocation, the sources and uses of funds, the projected debt service and administrative expenses and special benefit summary assuming the issuance of Neighborhood Improvement PID Bonds are attached as **Appendix D** and **Appendix E**. The costs presented in **Appendix D** and **Appendix E** are estimates only and subject to adjustment.

Section V

ASSESSMENT PLAN

A. Introduction

The PID Act requires the Commissioners Court to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel resulting from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited.

Table V-A details the estimated allocation of costs of the Public Improvements to the Assessed Parcels. This section describes the special benefit received by each Parcel within the PID as a result of the Public Improvements, provides the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and establishes the methodologies by which the Commissioners Court allocates and reallocates the special benefit of the Public Improvements to Parcels or Lots in a manner that results in equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The Commissioners Court has the authority to determine the assessment methodologies to be used in the PID.

At this time it is difficult to determine with absolute certainty the amount of the special benefit to each Parcel within the PID from the Public Improvements except from the Major Public Improvements. Accordingly, it is hereby understood and acknowledged by the County and the Landowner that the Special Assessments associated with the Major Public Improvement PID Bonds are the only Special Assessments that can be addressed with reasonable certainty in the Assessment Plan. As a result, the Assessment Plan will need to be amended over time as subsequent (i) Future Major Public Improvements are constructed and financed with either Future Major Public Improvement PID Bonds or Neighborhood Improvement PID Bonds; and (ii) Neighborhood Improvement Areas are developed (and Neighborhood Improvement PID Bonds or Additional Neighborhood Improvement PID Bonds are issued) in accordance with the terms set forth in this Service and Assessment Plan.

In connection with the issuance of Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds and/or execution of related Acquisition and Reimbursement Agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Assessed Parcel within a Neighborhood Improvement Area receives from the specific Neighborhood Public Improvements funded with those Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds issued with respect to that Neighborhood Improvement Area. Prior to assessing Parcels located within Neighborhood Improvement Areas in connection with the execution of an Acquisition and

Reimbursement Agreement and the issuance of Neighborhood Improvement PID Bonds, each Landowner of the Parcels to be assessed must acknowledge that the Public Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Special Assessment to pay for the Actual Costs of such Public Improvements, pursuant to the applicable Landowner Agreement.

B. Special Benefit

An Assessed Parcel must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The costs of the Major Public Improvements are provided specifically for the benefit of an Assessed Parcel. The Major Public Improvements (more particularly described on **Table III-A**) and the Bond Issuance Costs of the Major Public Improvement PID Bonds and payment of costs incurred in the establishment of the District are costs authorized under the PID Act.

At the time the Commissioners Court approved the SAP, the Landowner owned 100% of the Assessed Parcels. The Landowner has acknowledged that the Public Improvements confer a special benefit on the Assessed Parcels and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Landowner has ratified, confirmed, accepted, agreed to and approved pursuant to the Landowner Agreement dated July 21, 2015: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the Assessment Order; (ii) the SAP and the Assessment Order, and (iii) the levying of Special Assessments on the Assessed Parcels.

The Commissioners Court has determined that funding the Actual Costs through the PID serves a public purpose and is beneficial to the County. The Public Improvements result in a special benefit to the Assessed Parcels, and such special benefit exceeds the amount of the Special Assessment. This conclusion is supported by the information provided to the Commissioners Court regarding the PID.

C. Allocation of Actual Costs of Major Public Improvements

The Major Public Improvements provide a special benefit to the Parcels within the PID. The Actual Costs of the Major Public Improvements are, therefore, allocated to Parcels entirely within the PID, as shown in **Table V-A**. The costs detailed in **Table V-A** represent only estimates and are subject to revision through the Annual Service Plan Updates. A more detailed schedule of how the Major Public Improvements have been allocated by Parcel is presented in **Appendix J**.

In addition, with reference to **Section 5.01 of the PID Financing Agreement**, Future Major Public Improvement PID Bonds may be requested to be issued in the future subject to the approval of the County Commissioners Court. Should that occur, then in association with issuing Future Major Public Improvement PID Bonds; this Service and

Assessment Plan will be amended to identify the Future Major Public Improvement PID Bonds Authorized Improvements that benefit the Assessed Parcels.

Table V-A Allocation of Public Improvement Costs Major Public Improvement PID Bond			
Public Improvement	Total Cost (a)	PID Assessed Parcels	
		% Allocation	Share of Costs
Water	\$ 3,729,795	100%	\$ 3,729,795
Wastewater - Academy LS	1,945,987	100%	1,945,987
Wastewater - Franklin Improvements	719,033	100%	719,033
Wastewater - Hunter Road	568,000	100%	568,000
Central Park Loop Road	990,154	100%	990,154
Center Point From RR12 to Central Park Loop	7,109,257	100%	7,109,257
Secondary Entry Road at Academy	1,044,383	100%	1,044,383
Soft Costs from 9/1/13 through Closing	1,493,041	100%	1,493,041
Total Public Improvements	\$ 17,599,650		\$ 17,599,650

(a) See Table III-A for details. Any Public Improvement that is allocated 100% to the Assessed Property is necessary to provide service to all of the Property except that individual parcels may have different levels of benefit and assessment for a specific Public Improvement with respect to the Major Public Improvement PID Bonds.

D. Allocation of Actual Costs of Neighborhood Improvement PID Bonds.

As Neighborhood Improvement Areas are developed and the County, Landowner, Developer and/or subsequent owner(s) execute an Acquisition and Reimbursement Agreement, and/or Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are approved for issuance, the Assessment Plan will be amended to reflect and include information on the special benefit to any associated property in the PID.

Further, to the extent a Public Improvement benefits portions of an Assessed Parcel both inside and outside of an associated Neighborhood Improvement Area, then a new **Table V-C** will be added showing the special benefit to the Assessed Parcels both inside and outside the Neighborhood Improvement Area and that Neighborhood Improvement Area will only be assessed based on the percentage of Actual Costs that benefit it, and the remainder will be assessed to future Neighborhood Improvement Areas.

E. Special Assessment Methodology

The Commissioners Court may assess Actual Costs against an Assessed Parcels so long as the special benefit conferred upon the Assessed Parcels by the Public Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may be

assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Parcel similarly benefited.

Assessment Methodology for the Major Public Improvements:

For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with the Major Public Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the PID as follows:

1. Determine the Appraised Value – Major Public Improvement PID Bonds for each Parcel
2. Apply the Minimum Required Value to Lien Ratio – Major Improvement Bonds applicable for each Parcel to determine the Maximum Potential Assessment – Major Public Improvement PID Bonds by Parcel = **A**
3. Calculate the Assessed Value for each Parcel at final build out
4. For each line item within the Major Public Improvements estimated cost summary, identify which Parcels are benefitted by that particular Major Public Improvement
5. Allocated the Major Public Improvements pro-rata by the Assessed Value by Parcels benefitting from each Major Public Improvement (as shown in **Appendix J**)
6. The above steps (3 through 5) calculate the allocated Major Public Improvements by Parcel = **B**
7. **Choose the lesser of A or B as the Special Assessment for each Parcel**

The Special Assessments associated with the Major Public Improvement PID Bonds for each Parcel are based on the methodology described above. As Lots are platted in accordance with the Parcel Map (**Appendix I**), each Lot will be allocated the Special Assessment as estimated and shown pursuant to **Appendix K** based its pro-rata share of the estimated build out value of the Parcel. For example, if Residential Parcel #1 includes 81 50' and 47 60' Lots, then the amount of the assessment for Residential Parcel #1 is \$ 1,290,000, which can be obtained from using this formula, (81 x \$9,145.61) + (47 x \$11,412.48) + (\$12,900) (allocated to the Owner Association).

Assessment Methodology for Future Major Public Improvements:

For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with Future Major Public Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the PID based on the following steps:

1. Determine the Appraised Value – Future Major Public Improvement PID Bonds for each Parcel
2. Apply the Minimum Required Value to Lien Ratio – Future Major Public Improvement PID Bonds applicable for each Parcel to determine the Maximum Potential Assessment – Future Major Public Improvement PID Bonds by Parcel = **A**

3. Calculate the Assessed Value for each Parcel at final build out
4. For each line item within the Major Public Improvements estimated cost summary, identify which Parcels are benefitted by that particular Improvement
5. Allocated the Major Public Improvements pro-rata by the Assessed Value by Parcels benefitting from each Major Public Improvement (as shown in **Appendix J**)
6. The above steps (3 through 5) calculate the allocated Major Public Improvements by Parcel = **B**
7. **Choose the lesser of A or B as the Special Assessment for each Parcel.**

Assessment Methodology for Neighborhood Improvement Areas:

For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with the Neighborhood Public Improvements and applicable Acquisition and Reimbursement Agreements and Neighborhood Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the applicable Neighborhood Improvement Area based on the ratio of the estimated build out value of each Parcel or Lot in the Neighborhood Improvement Area to the estimated build out value for all Parcels or Lots within the Neighborhood Improvement Area.

Based on the cost estimates provided by the Landowner for the Major Public Improvements, the Commissioners Court has determined that the benefit to the Assessed Parcels from the Major Public Improvements is at least equal to the Special Assessments levied on the Assessed Parcels as subdivided into individual Lots.

The Special Assessment and Annual Installments for each Parcel or Lot are shown on the Assessment Roll, attached as **Appendix A** and **Appendices A-1 through A-15**. The Special Assessment allocated to each Parcel or Lot shall not be changed except as authorized by the Assessment Plan or the PID Act. **Table V-B** summarizes the initial allocation of the Special Assessment relating to Major Public Improvement PID Bonds for the Assessed Parcels at the time the Assessment Order was adopted by the Commissioners Court. A more detailed allocation of the Special Assessments by Parcel and Lot Type upon the full build out of the Project (i.e. Neighborhood Improvement Areas) is presented in **Appendix L**.

**Table V-B
Assessment Allocation
Major Public Improvement PID Bond**

Parcel	Net Acres	Parcel Appraised Value	Required Value to Lien Ratio	Maximum Assessment per VTL = A	Estimated Buildout AV (a)	Estimated Allocated Total Public Improvements = B (b)	Gross Assessment (Lesser of A or B)	Less: HOA (1%)	Net Assessment	% of Total Assessment	Gross Annual Installment (c)	Less: HOA (1%)	Net Annual Installment (b)
Non-Residential #1	33.6	\$ 4,540,000	4.00	\$ 1,135,000	\$ 90,161,002	\$ 1,436,143	\$ 1,135,000	\$ 11,350	\$ 1,123,650	5.91%	\$ 85,307	\$ 853	\$ 84,454
Non-Residential #2	32.6	3,550,000	4.00	887,500	87,477,639	1,342,961	885,000	8,850	876,150	4.61%	\$ 66,517	665	65,852
Non-Residential #3	44.5	4,850,000	4.00	1,212,500	119,409,660	1,833,249	1,210,000	12,100	1,197,900	6.30%	\$ 90,944	909	90,035
Non-Residential #4	37.1	5,010,000	4.00	1,252,500	99,552,773	1,584,213	1,250,000	12,500	1,237,500	6.51%	\$ 93,951	940	93,011
Non-Residential #5	19.9	2,250,000	4.00	562,500	53,398,927	824,570	560,000	5,600	554,400	2.92%	\$ 42,090	421	41,669
Residential #1	71.7	3,870,000	3.00	1,290,000	39,278,250	1,308,690	1,290,000	12,900	1,277,100	6.72%	\$ 96,957	970	95,987
Residential #2	60.0	3,240,000	3.00	1,080,000	43,740,000	1,374,625	1,080,000	10,800	1,069,200	5.63%	\$ 81,173	812	80,362
Residential #3	96.1	5,575,000	3.00	1,858,333	67,554,000	2,165,516	1,860,000	18,600	1,841,400	9.69%	\$ 139,798	1,398	138,400
Residential #4	66.7	3,735,000	3.00	1,245,000	50,177,250	1,576,995	1,245,000	12,450	1,232,550	6.48%	\$ 93,575	936	92,639
Residential #5	183.5	9,725,000	3.50	2,778,571	111,516,750	1,891,959	1,910,000	19,100	1,890,900	9.95%	\$ 143,556	1,436	142,121
Residential #6	98.4	5,510,000	3.50	1,574,286	92,569,500	1,570,496	1,585,000	15,850	1,569,150	8.26%	\$ 119,129	1,191	117,938
Residential #7	372.7	17,515,000	3.50	5,004,286	248,130,000	4,207,847	4,250,000	42,500	4,207,500	22.14%	\$ 319,432	3,194	316,237
Residential #8	64.0	3,580,000	3.50	1,022,857	54,744,750	930,807	940,000	9,400	930,600	4.90%	\$ 70,651	707	69,944
Total	1,180.8	\$72,950,000		\$20,903,333	\$1,157,710,500	\$ 22,048,070	\$ 19,200,000	\$ 192,000	\$19,008,000	100.00%	\$ 1,443,080	\$ 14,431	\$ 1,428,649

(a) Estimates based on information available as of 7/23/2015, the date the original SAP was adopted by the Commissioners Court. Although the gross unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioners Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Major Improvement PID Bond. The above estimate assumes an average 0.54% interest rate and a 30 year term and an annual administrative expense starting at \$30,000 increasing at 2.0% per year.

(b) As shown in Appendix J to the Service and Assessment Plan.

(c) Reflects the annual installment for the first full year after the use of the capitalized interest.

F. Special Assessment and Annual Installments

The Special Assessments for the Major Public Improvement PID Bonds will be levied on each Parcel according to the Assessment Roll. The Annual Installments for the Major Public Improvement PID Bonds will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

G. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which will be revised based on actual costs incurred in Annual Service Plan Updates. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administration Expenses. The amount of Administrative Expenses necessary for the time period commencing on the date the initial Major Public Improvement Bonds are issued and terminating on the date the first Annual Installment is due will be paid at closing, as shown on **Table VI-B**.

H. Additional Interest

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%). Forty percent (40.0%) of the funds generated by the Additional Interest Rate (0.20%) will fund, if required, the Prepayment Reserve. The remaining sixty percent (60.0%) balance of the funds generated by the Additional Interest (0.30%) will fund, if required, the Delinquency Reserve.

I. Prepayment Reserve

As stated, a portion of the funds generated by the Additional Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which PID Bonds are actually redeemed ("the **Prepayment Reserve**"). The Prepayment Reserve shall be funded in an amount equal to the Prepayment Reserve Requirement. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of and Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated. If in a given year the Prepayment Reserve is fully funded at the Prepayment Reserve Requirement, the County and the Landowner may allocate the Prepayment Reserve Component of the Additional Interest collected during that year to the Delinquency Reserve.

J. Delinquency Reserve

A portion of the funds generated by the Additional Interest will be allocated to offset any possible delinquent payments. This additional reserve (the “**Delinquency Reserve**”) shall be funded in an amount equal to the Delinquency Reserve Requirement. If in a given year the Delinquency Reserve Requirement is met, the County may allocate the excess above the Delinquency Reserve Requirement component of the Additional Interest collected during that year to pay Administrative Expenses, or collection costs if other administrative funding is exhausted, which should be replenished by an administrative special assessment in the following year, or to the redemption of PID Bonds or any other use that benefits the Assessed Parcel as set forth in the Indenture, as determined by the Commissioners Court.

Section VI

SERVICE PLAN

The PID Act requires that the Service and Assessment Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 24 months for the Major Public Improvements to be constructed.

At some point after all or a portion of the Major Public Improvements are constructed, Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #1 and/or Future Major Public Improvements will be constructed. After the Future Major Public Improvements and/or Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #1 are developed, it is anticipated that Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #2 will begin development, and so on, with each Neighborhood Improvement Area to be subsequently developed corresponding to the updates to this Service and Assessment Plan related to that development.

The Actual Costs for the Major Public Improvements plus Bond Issuance Costs related to the issuance of the Major Public Improvement PID Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$22,205,256 as shown in **Table VI-A**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Public Improvements, and updating the Assessment Roll. The update to Service and Assessment Plan is herein referred as an “Annual Service Plan Update.”

Table VI-A summarizes the sources and uses of funds required to construct the Major Public Improvements, establish the PID, and issue the Major Public Improvement PID Bonds. The sources and uses of funds shown in **Table VI-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues.

Table VI-A
Sources and Uses of Funds
Major Public Improvement PID Bond

Sources of Funds	
Gross Par Amount	\$ 19,200,000
Premium	\$ 45,321
Landowner Contribution (a)	2,959,935
	<u>\$ 22,205,256</u>
Uses of Funds	
Authorized Improvements (b)	<u>\$ 17,599,650</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 1,647,800
Capitalized Interest (d)	\$ 1,452,556
	<u>\$ 3,100,356</u>
Cost of Issuance:	<u>\$ 1,041,250</u>
Underwriter Discount/Underwriter Counsel	<u>\$ 464,000</u>
	<u>\$ 22,205,256</u>

(a) Owner will fund all costs not covered by the Major Public Improvement PID Bond and the Owner will have the option to utilize any reimbursements received at closing for previously funded Authorized Improvements to fund all or a portion of the Owner Contribution.

(b) See Table III-A and Table V-A for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Major Public Improvement PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Major Improvement PID Bond.

(d) The Major Public Improvement PID Bond will include 14 months of capitalized interest.

(e) The Major Public Improvement PID Bond will have a 2.0% underwriter's discount and an underwriter's counsel fee of \$80,000.

The annual projected Debt Service and the Administrative Expenses for the Major Public Improvement PID Bonds for the initial 5 years are shown on **Table VI-B**. The annual projected debt service costs are subject to revision and shall be updated in the Annual Service Plan Update as necessary.

Table VI-B Annual Projected Debt Service and Administrative Expenses Major Public Improvement PID Bond								
Year Ending September 15,	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments	
2015	\$ -	\$ 145,256	\$ -	\$ -	\$ -	\$ 145,256	\$ -	
2016	-	1,307,300	39,000	38,400	\$ 57,600	1,307,300	135,000	
2017	-	1,307,300	39,780	38,400	\$ 57,600	-	1,443,080	
2018	240,000	1,307,300	40,576	38,400	\$ 57,600	-	1,683,876	
2019	255,000	1,295,300	41,387	37,920	\$ 56,880	-	1,686,487	
2020	265,000	1,282,550	42,215	37,410	\$ 56,115	-	1,683,290	
Total	\$ 760,000	\$ 6,499,750	\$ 202,958	\$ 190,530	\$ 285,795	\$ 1,307,300	\$ 6,631,733	

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Major Public Improvement PID Bond and the administration of the PID. The debt service estimates are based on a 4.94% interest rate and a 30 year term for the Major Public Improvement PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

The sequence for funding and construction of Neighborhood Public Improvements is as follows:

1. The Landowner and/or the Developer and the County will enter into an Acquisition and Reimbursement Agreement to finance the Neighborhood Public Improvements required for that particular Neighborhood Improvement Area, which will provide for assessments that will reimburse the Landowner and/or the Developer for Actual Costs incurred in connection with the Neighborhood Public Improvements until Neighborhood Improvement Area PID Bonds are issued in amount necessary to reimburse Landowner and/or Developer for the Actual Costs of the Neighborhood Public Improvements.
 - 1a. Simultaneously, the Service and Assessment Plan will be amended to reflect the Special Assessments and the Neighborhood Public Improvements associated with the Neighborhood Improvement Area in question, and as contemplated by the Acquisition and Reimbursement Agreement.
2. Landowner and/or Developer will construct or cause the construction of the Neighborhood Public Improvements for the Neighborhood Improvement Area in question.
3. Upon completion of the Neighborhood Public Improvements contemplated by the Acquisition and Reimbursement Agreement and compliance with the applicable Future PID Bond Tests, Neighborhood Improvement Area PID Bonds will be issued to reimburse the Landowner and/or the Developer for the Actual Costs of the Neighborhood Public Improvements.

4. If the Neighborhood Improvement Area PID Bonds issued in step 3 above are not sufficient to fully reimburse the Landowner and/or the Developer for the Actual Costs of the Neighborhood Public Improvements and so long as the applicable Future PID Bond Tests are satisfied, Additional Neighborhood Improvement Area PID Bonds may be issued to reimburse the Landowner for all or a portion of any Actual Costs not reimbursed the by the Neighborhood Improvement Area PID Bonds.

The estimated total Special Assessments for each Neighborhood Improvement Area, assuming the current proposed land plan, cost estimates in current 2015 dollars, and upon full build out of the Project is presented on **Appendix L**. These estimates are subject to change as the Project is developed. These estimates will be updated in the annual Service Plan updates as development begins for each Neighborhood Improvement Area. The proposed chronology of PID Bonds intended to be issued in connection with this Service and Assessment Plan is described on **Appendix M**. This chronology will be updated in the annual Service Plan updates as development begins for each Neighborhood Improvement Area.

Section VII

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels Located Within the PID

The Special Assessments and Annual Installments for each Assessed Parcel are shown on the Assessment Roll. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments are calculated in an amount sufficient to pay principal and interest on the PID Bonds, to fund the Additional Interest, and to cover the Administrative Expenses of the PID.

B. Amount of Special Assessments and Annual Installments for Parcels Located Within the PID (Future Major Public Improvement PID Bonds)

If Future Major Public Improvement PID Bonds are issued, this Service and Assessment Plan will be amended to determine the Special Assessment and Annual Installments for each Parcel. The Assessment shall not exceed the benefit received by an Assessed Parcel.

C. Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

As Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Special Assessment and Annual Installments for each Parcel located within a Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by an Assessed Parcel.

D. Reallocation of Assessments for Parcels Located Within the PID

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Parcel as identified in **Table V-B**.

The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation.

Should a Landowner of a Non-Residential Parcel choose to change the intended land use for all or a portion of it to that of a Residential Parcel, the Landowner will, upon approval for the initial single family residential home building permit from the applicable jurisdiction, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Parcel to a level equal to the average Special Assessment that a Lot within its similar Lot Type is assessed within the PID.

Should a Landowner of a Residential Parcel choose to change the intended land use for all or a portion of it to that of a Non-Residential Parcel and, if no individual homeowner has claimed a

homestead under Texas law, the Landowner may request to reallocate Special Assessments on the Assessed Parcels as long as the total Special Assessments for the Assessed Parcels within the PID do not increase.

Any increase or reallocation pursuant to this section shall be reflected in a Service and Assessment Plan Update approved by the Commissioners Court. The division or reallocation herein shall be considered an administrative action that will not require the Commissioners Court to issue notice and hold a public hearing.

E. Mandatory Prepayment of Assessments

If Assessed Parcel or portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the County the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel or portion thereof prior to any such transfer or act. As noted above, the reallocation of a Special Assessment for a Parcel that is classified as a homestead under State law may not exceed the Special Assessment prior to reallocation.

F. Reduction of Special Assessments

1. If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such series of PID Bonds, resulting in excess PID Bond proceeds, then the Commissioners Court will reduce the Special Assessment securing the PID Bonds for each Assessed Parcel on a pro rata basis such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs. The Special Assessments relating to such series of PID Bonds shall not be reduced to an amount less than the related outstanding series of PID Bonds and any other associated obligations including the Additional Interest and the Administrative Costs.
2. Similarly, if the County does not undertake some of the Public Improvements with such series of PID Bonds then the Commissioners Court will reduce the Special Assessment securing such series of PID Bonds for each Assessed Parcel pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds and any other associated obligations including the Additional Interest and the Administrative Costs.
3. Further, the Commissioners Court may apply excess PID Bond proceeds to the redemption of the PID Bonds or finance other Public Improvements.

G. Payment of Special Assessments

1. Payment in Full

- (a) The Special Assessment for any Parcel may be paid in full at any time in accordance with the PID Act. The payment shall include all Prepayment Costs. If prepayment in full will result in redemption of PID Bonds, the payment amount shall receive credit from any proceeds from the Debt Service Reserve Fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- (c) Upon payment in full of a Special Assessment and all Prepayment Costs, the County shall deposit such payment in accordance with the related Indenture; whereupon, the Special Assessment shall be reduced to zero, and the owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The County shall provide the owner of the affected Assessed Parcel a recordable "Notice of PID Special Assessment Termination."
- (d) At the option of the Parcel owner, the Special Assessment on any Parcel may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs with respect thereto. Upon the payment of such amount for a Parcel, the Special Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made. The partial Special Assessment payment will be used to redeem the applicable PID Bonds.

2. Payment of Annual Installments

The Act provides that a Special Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the County to collect interest on the outstanding Special Assessment and Administrative Expenses. An Annual Installment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Installments as listed on the Assessment Roll have been calculated assuming a weighted average interest rate on the PID Bonds of 6.94%. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to the SAP.

The Annual Installments shall be reduced to equal the actual costs of repaying the PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The County reserves and shall have the right and option to refund the PID Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that the total Annual Installments of the Special Assessments will be produced in annual amounts that are required to pay the refunding PID Bonds when due and payable as required by and established in the order and/or the indenture authorizing and securing the refunding PID Bonds, and such refunding PID Bonds shall constitute "PID Bonds" for purposes of this Service and Assessment Plan.

H. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the County Commissioners Court for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Parcel. Administrative Expenses shall be allocated among Assessed Parcels in proportion to the amount of the Annual Installments for an Assessed Parcel. Each Annual Installment shall be reduced by any credits applied, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a prepayment reserve. Annual Installments may be collected by the County (or such entity to whom the County directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties and procedures set forth in the PID Act and the Parcels on which any Special Assessment or Annual Installment thereof is delinquent and are subject to foreclosure sale as permitted in the PID Act. The County Commissioners Court may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Special Assessments shall have lien priority as specified in the PID Act.

Any sale of an Assessed Parcel for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Parcel and such Assessed Parcel may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Parcel as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be billed on September 1 and shall be due by January 31 of the following year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments will be due when billed, and will be delinquent if not paid prior to February 1, 2016.

I. Surplus Funds Remaining in the Major Improvement PID Bond Account

If proceeds from the Major Public Improvement PID Bonds still remain after all of the Major Public Improvements are constructed and accepted by the County or the City, as applicable, the proceeds may be utilized in accordance with **Section VII.F** of the Assessment Plan.

Section VIII

THE ASSESSMENT ROLL

A. Assessment Roll

The Commissioners Court has evaluated each Parcel (based on the applicable zoning, developable area, proposed Owner Association Property and Public Property, Public Improvements, best and highest use of land, and other development factors deemed relevant by the Commissioners Court) to determine the amount of an Assessed Parcel within the Parcel.

An Assessed Parcel will be assessed based on the special benefits conferred upon the property because of the Public Improvements. **Table VIII** summarizes the \$22,205,256 of special benefit, including the costs of the Major Public Improvements, the costs of the PID formation and Bond Issuance Costs. The amount of Major Public Improvement PID Bonds is \$19,200,000, which is less than the benefit received by the Assessed Parcels, and as such, the total initial Special Assessment for all Assessed Parcels is \$19,200,000. The Annual Installments for the Assessed Parcels will be the Annual Debt Service plus the annual Administrative Expenses and the Additional Interest. The Special Assessment for each Assessed Parcel is calculated based on the allocation methodologies described in **Section V.E** of this SAP. The Assessment Roll is attached hereto as **Appendix A.**

B. Future Major Public Improvement PID Bonds

If Future Major Public Improvement PID Bonds are issued, this Service and Assessment Plan will be amended to reflect the additional Special Assessment allocated to each Parcel located within the PID.

C. Neighborhood Improvement Assessment Roll

As Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Special Assessment for each Parcel located within the Neighborhood Improvement Area.

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the Commissioners Court for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Parcel, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Parcel for the year (if the Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by Section VII.G of this Service and Assessment Plan.

The Service and Assessment Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Special Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Landowner funds.

Table VIII
Special Benefit Summary
Major Public Improvement PID Bond

Public Improvement	Total Cost (a)
<i>Major Improvements</i>	
Total Public Improvements	\$ 17,599,650
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 1,647,800
Capitalized Interest	\$ 1,452,556
Underwriter's Discount/Underwriter's Counsel	\$ 464,000
Cost of Issuance	\$ 1,041,250
Total PID Formation/Bond Cost of Issuance	\$ 4,605,606
Total	\$ 22,205,256
Projected Special Assessment	\$ 19,200,000
Excess Benefit (b)	\$ 3,005,256

(a) See Table III-A for details. Any Major Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

(b) All or a portion of this amount may be funded through Additional Major Public Improvement PID Bonds, Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds.

Section IX

MISCELLANEOUS PROVISIONS

A. Administrative Review

The County may elect to designate a third party to serve as Administrator of the PID. The County shall notify Landowner in writing at least thirty (30) days in advance before appointing a third party or changing the third party Administrator.

To the extent consistent with the PID Act, a Landowner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, must send a written notice describing the error to the County no later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If a Landowner fails to give such notice, such Landowner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel Landowner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel Landowner, such change or modification shall be presented to the Commissioners Court for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel Landowner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Commissioners Court for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Special Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the County shall provide the Landowner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

D Administration and Interpretation of Provisions

The Commissioners Court shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision of this Service and Assessment Plan, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the County Commissioners Court in adopting this Service and Assessment Plan that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the County.

Appendix A

Assessment Roll

Appendix A Assessment Roll Major Public Improvement Bond					
Parcel ID	Tract #	Land Use	Net Acres	Special Assessment	Assessment per Net Acre
R143375	Non-Residential #1	Commercial	33.60	\$ 1,123,650	\$ 33,442
R143374	Non-Residential #2	Commercial	32.60	\$ 876,150	\$ 26,876
R143373	Non-Residential #3	Commercial	44.50	\$ 1,197,900	\$ 26,919
R143372	Non-Residential #4	Commercial	37.10	\$ 1,237,500	\$ 33,356
R143371	Non-Residential #5	Commercial	19.90	\$ 554,400	\$ 27,859
R143370/R120197	Residential #1	Residential	71.70	\$ 1,277,100	\$ 17,812
R143369	Residential #2	Residential	60.00	\$ 1,069,200	\$ 17,820
R143368	Residential #3	Residential	96.10	\$ 1,841,400	\$ 19,161
R143367	Residential #4	Residential	66.70	\$ 1,232,550	\$ 18,479
R18169	Residential #5	Residential	183.50	\$ 1,890,900	\$ 10,305
R19065	Residential #6	Residential	98.40	\$ 1,569,150	\$ 15,947
R143364/R13142	Residential #7	Residential	372.70	\$ 4,207,500	\$ 11,289
R143365	Residential #8	Residential	64.00	\$ 930,600	\$ 14,541
Owner Assn. Facilities			-	\$ 192,000	
Totals			1,180.8	\$ 19,200,000	

Appendix A-1
Annual Installments - All Parcels

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 145,256	\$ 145,256	\$ -	\$ -	\$ -	\$ -	\$ (145,256)	\$ -
09/15/16	\$ -	\$ 1,307,300	\$ 1,307,300	\$ 39,000	\$ 38,400	\$ 57,600	\$ -	\$ (1,307,300)	\$ 135,000
09/15/17	\$ -	\$ 1,307,300	\$ 1,307,300	\$ 39,780	\$ 38,400	\$ 57,600	\$ -	\$ -	\$ 1,443,080
09/15/18	\$ 240,000	\$ 1,307,300	\$ 1,547,300	\$ 40,576	\$ 38,400	\$ 57,600	\$ -	\$ -	\$ 1,683,876
09/15/19	\$ 255,000	\$ 1,295,300	\$ 1,550,300	\$ 41,387	\$ 37,920	\$ 56,880	\$ -	\$ -	\$ 1,686,487
09/15/20	\$ 265,000	\$ 1,282,550	\$ 1,547,550	\$ 42,215	\$ 37,410	\$ 56,115	\$ -	\$ -	\$ 1,683,290
09/15/21	\$ 280,000	\$ 1,269,300	\$ 1,549,300	\$ 43,059	\$ 36,880	\$ 55,320	\$ -	\$ -	\$ 1,684,559
09/15/22	\$ 270,000	\$ 1,255,300	\$ 1,525,300	\$ 43,920	\$ 36,320	\$ 54,480	\$ -	\$ -	\$ 1,660,020
09/15/23	\$ 320,000	\$ 1,238,425	\$ 1,558,425	\$ 44,799	\$ 4,620	\$ 84,830	\$ -	\$ -	\$ 1,692,674
09/15/24	\$ 345,000	\$ 1,218,425	\$ 1,563,425	\$ 45,695	\$ -	\$ 87,850	\$ -	\$ -	\$ 1,696,970
09/15/25	\$ 370,000	\$ 1,196,863	\$ 1,566,863	\$ 46,609	\$ -	\$ 86,125	\$ -	\$ -	\$ 1,699,596
09/15/26	\$ 395,000	\$ 1,173,738	\$ 1,568,738	\$ 47,541	\$ -	\$ 84,275	\$ -	\$ -	\$ 1,700,553
09/15/27	\$ 420,000	\$ 1,149,050	\$ 1,569,050	\$ 48,492	\$ -	\$ 82,300	\$ -	\$ -	\$ 1,699,842
09/15/28	\$ 450,000	\$ 1,122,800	\$ 1,572,800	\$ 49,461	\$ -	\$ 80,200	\$ -	\$ -	\$ 1,702,461
09/15/29	\$ 485,000	\$ 1,091,300	\$ 1,576,300	\$ 50,451	\$ -	\$ 77,950	\$ -	\$ -	\$ 1,704,701
09/15/30	\$ 520,000	\$ 1,057,350	\$ 1,577,350	\$ 51,460	\$ -	\$ 75,525	\$ -	\$ -	\$ 1,704,335
09/15/31	\$ 560,000	\$ 1,020,950	\$ 1,580,950	\$ 52,489	\$ -	\$ 72,925	\$ -	\$ -	\$ 1,706,364
09/15/32	\$ 600,000	\$ 981,750	\$ 1,581,750	\$ 53,539	\$ -	\$ 70,125	\$ -	\$ -	\$ 1,705,414
09/15/33	\$ 645,000	\$ 939,750	\$ 1,584,750	\$ 54,609	\$ -	\$ 67,125	\$ -	\$ -	\$ 1,706,484
09/15/34	\$ 695,000	\$ 894,600	\$ 1,589,600	\$ 55,702	\$ -	\$ 63,900	\$ -	\$ -	\$ 1,709,202
09/15/35	\$ 745,000	\$ 845,950	\$ 1,590,950	\$ 56,816	\$ -	\$ 60,425	\$ -	\$ -	\$ 1,708,191
09/15/36	\$ 800,000	\$ 793,800	\$ 1,593,800	\$ 57,952	\$ -	\$ 56,700	\$ -	\$ -	\$ 1,708,452
09/15/37	\$ 860,000	\$ 737,800	\$ 1,597,800	\$ 59,111	\$ -	\$ 52,700	\$ -	\$ -	\$ 1,709,611
09/15/38	\$ 925,000	\$ 677,600	\$ 1,602,600	\$ 60,293	\$ -	\$ 48,400	\$ -	\$ -	\$ 1,711,293
09/15/39	\$ 995,000	\$ 612,850	\$ 1,607,850	\$ 61,499	\$ -	\$ 43,775	\$ -	\$ -	\$ 1,713,124
09/15/40	\$ 1,070,000	\$ 543,200	\$ 1,613,200	\$ 62,729	\$ -	\$ 38,800	\$ -	\$ -	\$ 1,714,729
09/15/41	\$ 1,150,000	\$ 468,300	\$ 1,618,300	\$ 63,984	\$ -	\$ 33,450	\$ -	\$ -	\$ 1,715,734
09/15/42	\$ 1,240,000	\$ 387,800	\$ 1,627,800	\$ 65,263	\$ -	\$ 27,700	\$ -	\$ -	\$ 1,720,763
09/15/43	\$ 1,330,000	\$ 301,000	\$ 1,631,000	\$ 66,569	\$ -	\$ 21,500	\$ -	\$ -	\$ 1,719,069
09/15/44	\$ 1,430,000	\$ 207,900	\$ 1,637,900	\$ 67,900	\$ -	\$ 14,850	\$ -	\$ -	\$ 1,720,650
09/15/45	\$ 1,540,000	\$ 107,800	\$ 1,647,800	\$ 69,258	\$ -	\$ 7,700	\$ (1,647,800)	\$ -	\$ 76,958
Totals	\$ 19,200,000	\$ 27,938,606	\$ 47,138,606	\$ 1,582,155	\$ 268,350	\$ 1,734,725	\$ (1,647,800)	\$ (1,452,556)	\$ 47,623,480

(a) The 9/15 due dates represent annual installments due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 6.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-2
Annual Installments - Parcel R143376/Non-Residential Parcel #1

Due Date (a)	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 8,501	\$ 8,501	\$ -	\$ -	\$ -	\$ -	\$ (8,501)	\$ -
09/15/16	\$ -	\$ 76,508	\$ 76,508	\$ 2,282	\$ 2,247	\$ 3,371	\$ -	\$ (76,508)	\$ 7,901
09/15/17	\$ -	\$ 76,508	\$ 76,508	\$ 2,328	\$ 2,247	\$ 3,371	\$ -	\$ -	\$ 84,454
09/15/18	\$ 14,046	\$ 76,508	\$ 90,553	\$ 2,375	\$ 2,247	\$ 3,371	\$ -	\$ -	\$ 98,546
09/15/19	\$ 14,923	\$ 75,805	\$ 90,729	\$ 2,422	\$ 2,219	\$ 3,329	\$ -	\$ -	\$ 98,699
09/15/20	\$ 15,509	\$ 75,059	\$ 90,568	\$ 2,471	\$ 2,189	\$ 3,284	\$ -	\$ -	\$ 98,512
09/15/21	\$ 16,387	\$ 74,284	\$ 90,670	\$ 2,520	\$ 2,158	\$ 3,238	\$ -	\$ -	\$ 98,586
09/15/22	\$ 15,801	\$ 73,464	\$ 89,266	\$ 2,570	\$ 2,126	\$ 3,188	\$ -	\$ -	\$ 97,150
09/15/23	\$ 18,728	\$ 72,477	\$ 91,204	\$ 2,622	\$ 270	\$ 4,965	\$ -	\$ -	\$ 99,061
09/15/24	\$ 20,191	\$ 71,306	\$ 91,497	\$ 2,674	\$ -	\$ 5,141	\$ -	\$ -	\$ 99,313
09/15/25	\$ 21,654	\$ 70,045	\$ 91,698	\$ 2,728	\$ -	\$ 5,040	\$ -	\$ -	\$ 99,466
09/15/26	\$ 23,117	\$ 68,691	\$ 91,808	\$ 2,782	\$ -	\$ 4,932	\$ -	\$ -	\$ 99,522
09/15/27	\$ 24,580	\$ 67,246	\$ 91,826	\$ 2,838	\$ -	\$ 4,816	\$ -	\$ -	\$ 99,481
09/15/28	\$ 26,336	\$ 65,710	\$ 92,046	\$ 2,895	\$ -	\$ 4,694	\$ -	\$ -	\$ 99,634
09/15/29	\$ 28,384	\$ 63,867	\$ 92,250	\$ 2,953	\$ -	\$ 4,562	\$ -	\$ -	\$ 99,765
09/15/30	\$ 30,432	\$ 61,880	\$ 92,312	\$ 3,012	\$ -	\$ 4,420	\$ -	\$ -	\$ 99,744
09/15/31	\$ 32,773	\$ 59,750	\$ 92,523	\$ 3,072	\$ -	\$ 4,268	\$ -	\$ -	\$ 99,862
09/15/32	\$ 35,114	\$ 57,455	\$ 92,569	\$ 3,133	\$ -	\$ 4,104	\$ -	\$ -	\$ 99,807
09/15/33	\$ 37,748	\$ 54,997	\$ 92,745	\$ 3,196	\$ -	\$ 3,928	\$ -	\$ -	\$ 99,869
09/15/34	\$ 40,674	\$ 52,355	\$ 93,029	\$ 3,260	\$ -	\$ 3,740	\$ -	\$ -	\$ 100,028
09/15/35	\$ 43,600	\$ 49,508	\$ 93,108	\$ 3,325	\$ -	\$ 3,536	\$ -	\$ -	\$ 99,969
09/15/36	\$ 46,819	\$ 46,456	\$ 93,275	\$ 3,392	\$ -	\$ 3,318	\$ -	\$ -	\$ 99,984
09/15/37	\$ 50,330	\$ 43,179	\$ 93,509	\$ 3,459	\$ -	\$ 3,084	\$ -	\$ -	\$ 100,052
09/15/38	\$ 54,134	\$ 39,655	\$ 93,790	\$ 3,529	\$ -	\$ 2,833	\$ -	\$ -	\$ 100,151
09/15/39	\$ 58,231	\$ 35,866	\$ 94,097	\$ 3,599	\$ -	\$ 2,562	\$ -	\$ -	\$ 100,258
09/15/40	\$ 62,620	\$ 31,790	\$ 94,410	\$ 3,671	\$ -	\$ 2,271	\$ -	\$ -	\$ 100,352
09/15/41	\$ 67,302	\$ 27,407	\$ 94,708	\$ 3,745	\$ -	\$ 1,958	\$ -	\$ -	\$ 100,411
09/15/42	\$ 72,569	\$ 22,695	\$ 95,264	\$ 3,819	\$ -	\$ 1,621	\$ -	\$ -	\$ 100,705
09/15/43	\$ 77,836	\$ 17,616	\$ 95,452	\$ 3,896	\$ -	\$ 1,258	\$ -	\$ -	\$ 100,606
09/15/44	\$ 83,689	\$ 12,167	\$ 95,856	\$ 3,974	\$ -	\$ 869	\$ -	\$ -	\$ 100,698
09/15/45	\$ 90,126	\$ 6,309	\$ 96,435	\$ 4,053	\$ -	\$ 451	\$ (96,435)	\$ -	\$ 4,504
Totals	\$ 1,123,650	\$ 1,635,063	\$ 2,758,713	\$ 92,593	\$ 15,705	\$ 101,522	\$ (96,435)	\$ (85,009)	\$ 2,787,090

(a) The 9/15/15 dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.
 (b) Gross of Capitalized Interest.
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual installments are calculated assuming approximately an average 4.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-3
Annual Installments - Parcel R143374/Non-Residential Parcel #2

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 6,628	\$ 6,628	\$ -	\$ -	\$ -	\$ -	\$ (6,628)	\$ -
09/15/16	\$ -	\$ 59,656	\$ 59,656	\$ 1,780	\$ 1,752	\$ 2,628	\$ -	\$ (59,656)	\$ 6,160
09/15/17	\$ -	\$ 59,656	\$ 59,656	\$ 1,815	\$ 1,752	\$ 2,628	\$ -	\$ -	\$ 65,852
09/15/18	\$ 10,952	\$ 59,656	\$ 70,608	\$ 1,852	\$ 1,752	\$ 2,628	\$ -	\$ -	\$ 76,840
09/15/19	\$ 11,636	\$ 59,108	\$ 70,745	\$ 1,889	\$ 1,730	\$ 2,596	\$ -	\$ -	\$ 76,959
09/15/20	\$ 12,093	\$ 58,526	\$ 70,619	\$ 1,926	\$ 1,707	\$ 2,561	\$ -	\$ -	\$ 76,813
09/15/21	\$ 12,777	\$ 57,922	\$ 70,699	\$ 1,965	\$ 1,683	\$ 2,524	\$ -	\$ -	\$ 76,871
09/15/22	\$ 12,321	\$ 57,283	\$ 69,604	\$ 2,004	\$ 1,657	\$ 2,486	\$ -	\$ -	\$ 75,751
09/15/23	\$ 14,603	\$ 56,513	\$ 71,115	\$ 2,044	\$ 211	\$ 3,871	\$ -	\$ -	\$ 77,241
09/15/24	\$ 15,743	\$ 55,600	\$ 71,343	\$ 2,085	\$ -	\$ 4,009	\$ -	\$ -	\$ 77,438
09/15/25	\$ 16,884	\$ 54,616	\$ 71,500	\$ 2,127	\$ -	\$ 3,930	\$ -	\$ -	\$ 77,557
09/15/26	\$ 18,025	\$ 53,561	\$ 71,586	\$ 2,169	\$ -	\$ 3,846	\$ -	\$ -	\$ 77,601
09/15/27	\$ 19,166	\$ 52,434	\$ 71,600	\$ 2,213	\$ -	\$ 3,756	\$ -	\$ -	\$ 77,569
09/15/28	\$ 20,535	\$ 51,237	\$ 71,771	\$ 2,257	\$ -	\$ 3,660	\$ -	\$ -	\$ 77,688
09/15/29	\$ 22,132	\$ 49,799	\$ 71,931	\$ 2,302	\$ -	\$ 3,557	\$ -	\$ -	\$ 77,790
09/15/30	\$ 23,729	\$ 48,250	\$ 71,979	\$ 2,348	\$ -	\$ 3,446	\$ -	\$ -	\$ 77,774
09/15/31	\$ 25,554	\$ 46,589	\$ 72,143	\$ 2,395	\$ -	\$ 3,328	\$ -	\$ -	\$ 77,866
09/15/32	\$ 27,380	\$ 44,800	\$ 72,180	\$ 2,443	\$ -	\$ 3,200	\$ -	\$ -	\$ 77,823
09/15/33	\$ 29,433	\$ 42,883	\$ 72,317	\$ 2,492	\$ -	\$ 3,063	\$ -	\$ -	\$ 77,872
09/15/34	\$ 31,715	\$ 40,823	\$ 72,538	\$ 2,542	\$ -	\$ 2,916	\$ -	\$ -	\$ 77,996
09/15/35	\$ 33,996	\$ 38,603	\$ 72,600	\$ 2,593	\$ -	\$ 2,757	\$ -	\$ -	\$ 77,950
09/15/36	\$ 36,506	\$ 36,223	\$ 72,730	\$ 2,645	\$ -	\$ 2,587	\$ -	\$ -	\$ 77,961
09/15/37	\$ 39,244	\$ 33,668	\$ 72,912	\$ 2,697	\$ -	\$ 2,405	\$ -	\$ -	\$ 78,014
09/15/38	\$ 42,210	\$ 30,921	\$ 73,131	\$ 2,751	\$ -	\$ 2,209	\$ -	\$ -	\$ 78,091
09/15/39	\$ 45,405	\$ 27,966	\$ 73,371	\$ 2,806	\$ -	\$ 1,998	\$ -	\$ -	\$ 78,175
09/15/40	\$ 48,827	\$ 24,788	\$ 73,615	\$ 2,863	\$ -	\$ 1,771	\$ -	\$ -	\$ 78,248
09/15/41	\$ 52,478	\$ 21,370	\$ 73,848	\$ 2,920	\$ -	\$ 1,526	\$ -	\$ -	\$ 78,294
09/15/42	\$ 56,585	\$ 17,696	\$ 74,281	\$ 2,978	\$ -	\$ 1,264	\$ -	\$ -	\$ 78,523
09/15/43	\$ 60,692	\$ 13,735	\$ 74,427	\$ 3,038	\$ -	\$ 981	\$ -	\$ -	\$ 78,446
09/15/44	\$ 65,255	\$ 9,487	\$ 74,742	\$ 3,098	\$ -	\$ 678	\$ -	\$ -	\$ 78,518
09/15/45	\$ 70,275	\$ 4,919	\$ 75,194	\$ 3,160	\$ -	\$ 351	\$ (75,194)	\$ -	\$ 3,512
Totals	\$ 876,150	\$ 1,274,917	\$ 2,151,067	\$ 72,198	\$ 12,246	\$ 79,160	\$ (75,194)	\$ (66,284)	\$ 2,173,193

(a) The 09/15 dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 5.94% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-4
Annual Installments - Parcel R143373/Non-Residential Parcel #3

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 9,063	\$ 9,063	\$ -	\$ -	\$ -	\$ -	\$ (9,063)	\$ -
09/15/16	\$ -	\$ 81,563	\$ 81,563	\$ 2,433	\$ 2,396	\$ 3,594	\$ -	\$ (81,563)	\$ 8,423
09/15/17	\$ -	\$ 81,563	\$ 81,563	\$ 2,482	\$ 2,396	\$ 3,594	\$ -	\$ -	\$ 90,035
09/15/18	\$ 14,974	\$ 81,563	\$ 96,537	\$ 2,532	\$ 2,396	\$ 3,594	\$ -	\$ -	\$ 105,058
09/15/19	\$ 15,910	\$ 80,815	\$ 96,724	\$ 2,582	\$ 2,366	\$ 3,549	\$ -	\$ -	\$ 105,221
09/15/20	\$ 16,534	\$ 80,019	\$ 96,553	\$ 2,634	\$ 2,334	\$ 3,501	\$ -	\$ -	\$ 105,022
09/15/21	\$ 17,469	\$ 79,192	\$ 96,662	\$ 2,686	\$ 2,301	\$ 3,451	\$ -	\$ -	\$ 105,101
09/15/22	\$ 16,845	\$ 78,319	\$ 95,164	\$ 2,740	\$ 2,266	\$ 3,399	\$ -	\$ -	\$ 103,570
09/15/23	\$ 19,965	\$ 77,266	\$ 97,231	\$ 2,795	\$ 288	\$ 5,293	\$ -	\$ -	\$ 105,607
09/15/24	\$ 21,525	\$ 76,018	\$ 97,543	\$ 2,851	\$ -	\$ 5,481	\$ -	\$ -	\$ 105,875
09/15/25	\$ 23,085	\$ 74,673	\$ 97,758	\$ 2,908	\$ -	\$ 5,373	\$ -	\$ -	\$ 106,039
09/15/26	\$ 24,644	\$ 73,230	\$ 97,875	\$ 2,966	\$ -	\$ 5,258	\$ -	\$ -	\$ 106,099
09/15/27	\$ 26,204	\$ 71,690	\$ 97,894	\$ 3,025	\$ -	\$ 5,135	\$ -	\$ -	\$ 106,054
09/15/28	\$ 28,076	\$ 70,052	\$ 98,128	\$ 3,086	\$ -	\$ 5,004	\$ -	\$ -	\$ 106,218
09/15/29	\$ 30,259	\$ 68,087	\$ 98,346	\$ 3,148	\$ -	\$ 4,863	\$ -	\$ -	\$ 106,357
09/15/30	\$ 32,443	\$ 65,969	\$ 98,412	\$ 3,211	\$ -	\$ 4,712	\$ -	\$ -	\$ 106,335
09/15/31	\$ 34,939	\$ 63,698	\$ 98,636	\$ 3,275	\$ -	\$ 4,550	\$ -	\$ -	\$ 106,461
09/15/32	\$ 37,434	\$ 61,252	\$ 98,686	\$ 3,340	\$ -	\$ 4,375	\$ -	\$ -	\$ 106,402
09/15/33	\$ 40,242	\$ 58,632	\$ 98,874	\$ 3,407	\$ -	\$ 4,188	\$ -	\$ -	\$ 106,469
09/15/34	\$ 43,361	\$ 55,815	\$ 99,176	\$ 3,475	\$ -	\$ 3,987	\$ -	\$ -	\$ 106,638
09/15/35	\$ 46,481	\$ 52,779	\$ 99,260	\$ 3,545	\$ -	\$ 3,770	\$ -	\$ -	\$ 106,575
09/15/36	\$ 49,913	\$ 49,526	\$ 99,438	\$ 3,616	\$ -	\$ 3,538	\$ -	\$ -	\$ 106,591
09/15/37	\$ 53,656	\$ 46,032	\$ 99,688	\$ 3,688	\$ -	\$ 3,288	\$ -	\$ -	\$ 106,664
09/15/38	\$ 57,711	\$ 42,276	\$ 99,987	\$ 3,762	\$ -	\$ 3,020	\$ -	\$ -	\$ 106,769
09/15/39	\$ 62,079	\$ 38,236	\$ 100,315	\$ 3,837	\$ -	\$ 2,731	\$ -	\$ -	\$ 106,883
09/15/40	\$ 66,758	\$ 33,891	\$ 100,649	\$ 3,914	\$ -	\$ 2,421	\$ -	\$ -	\$ 106,983
09/15/41	\$ 71,749	\$ 29,218	\$ 100,967	\$ 3,992	\$ -	\$ 2,087	\$ -	\$ -	\$ 107,046
09/15/42	\$ 77,364	\$ 24,195	\$ 101,559	\$ 4,072	\$ -	\$ 1,728	\$ -	\$ -	\$ 107,359
09/15/43	\$ 82,980	\$ 18,780	\$ 101,759	\$ 4,153	\$ -	\$ 1,341	\$ -	\$ -	\$ 107,254
09/15/44	\$ 89,219	\$ 12,971	\$ 102,190	\$ 4,236	\$ -	\$ 927	\$ -	\$ -	\$ 107,352
09/15/45	\$ 96,082	\$ 6,726	\$ 102,807	\$ 4,321	\$ -	\$ 480	\$ (102,807)	\$ -	\$ 4,801
Totals	\$ 1,197,900	\$ 1,743,107	\$ 2,941,007	\$ 98,712	\$ 16,743	\$ 108,231	\$ (102,807)	\$ (90,626)	\$ 2,971,259

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 6.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-5
Annual Installments - Parcel R143372/Non-Residential Parcel #4

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 9,362	\$ 9,362	\$ -	\$ -	\$ -	\$ -	\$ (9,362)	\$ -
09/15/16	\$ -	\$ 84,260	\$ 84,260	\$ 2,514	\$ 2,475	\$ 3,713	\$ -	\$ (84,260)	\$ 8,701
09/15/17	\$ -	\$ 84,260	\$ 84,260	\$ 2,564	\$ 2,475	\$ 3,713	\$ -	\$ -	\$ 93,011
09/15/18	\$ 15,469	\$ 84,260	\$ 99,728	\$ 2,615	\$ 2,475	\$ 3,713	\$ -	\$ -	\$ 108,531
09/15/19	\$ 16,436	\$ 83,486	\$ 99,922	\$ 2,668	\$ 2,444	\$ 3,666	\$ -	\$ -	\$ 108,699
09/15/20	\$ 17,080	\$ 82,664	\$ 99,744	\$ 2,721	\$ 2,411	\$ 3,617	\$ -	\$ -	\$ 108,493
09/15/21	\$ 18,047	\$ 81,810	\$ 99,857	\$ 2,775	\$ 2,377	\$ 3,566	\$ -	\$ -	\$ 108,575
09/15/22	\$ 17,402	\$ 80,908	\$ 98,310	\$ 2,831	\$ 2,341	\$ 3,511	\$ -	\$ -	\$ 106,993
09/15/23	\$ 20,625	\$ 79,820	\$ 100,445	\$ 2,887	\$ 298	\$ 5,468	\$ -	\$ -	\$ 109,098
09/15/24	\$ 22,236	\$ 78,531	\$ 100,768	\$ 2,945	\$ -	\$ 5,662	\$ -	\$ -	\$ 109,375
09/15/25	\$ 23,848	\$ 77,142	\$ 100,989	\$ 3,004	\$ -	\$ 5,551	\$ -	\$ -	\$ 109,544
09/15/26	\$ 25,459	\$ 75,651	\$ 101,110	\$ 3,064	\$ -	\$ 5,432	\$ -	\$ -	\$ 109,606
09/15/27	\$ 27,070	\$ 74,060	\$ 101,130	\$ 3,125	\$ -	\$ 5,304	\$ -	\$ -	\$ 109,560
09/15/28	\$ 29,004	\$ 72,368	\$ 101,372	\$ 3,188	\$ -	\$ 5,169	\$ -	\$ -	\$ 109,729
09/15/29	\$ 31,260	\$ 70,338	\$ 101,597	\$ 3,252	\$ -	\$ 5,024	\$ -	\$ -	\$ 109,873
09/15/30	\$ 33,516	\$ 68,150	\$ 101,665	\$ 3,317	\$ -	\$ 4,868	\$ -	\$ -	\$ 109,850
09/15/31	\$ 36,094	\$ 65,803	\$ 101,897	\$ 3,383	\$ -	\$ 4,700	\$ -	\$ -	\$ 109,980
09/15/32	\$ 38,672	\$ 63,277	\$ 101,949	\$ 3,451	\$ -	\$ 4,520	\$ -	\$ -	\$ 109,919
09/15/33	\$ 41,572	\$ 60,570	\$ 102,142	\$ 3,520	\$ -	\$ 4,326	\$ -	\$ -	\$ 109,988
09/15/34	\$ 44,795	\$ 57,660	\$ 102,455	\$ 3,590	\$ -	\$ 4,119	\$ -	\$ -	\$ 110,163
09/15/35	\$ 48,018	\$ 54,524	\$ 102,542	\$ 3,662	\$ -	\$ 3,895	\$ -	\$ -	\$ 110,098
09/15/36	\$ 51,563	\$ 51,163	\$ 102,725	\$ 3,735	\$ -	\$ 3,654	\$ -	\$ -	\$ 110,115
09/15/37	\$ 55,430	\$ 47,554	\$ 102,983	\$ 3,810	\$ -	\$ 3,397	\$ -	\$ -	\$ 110,190
09/15/38	\$ 59,619	\$ 43,673	\$ 103,293	\$ 3,886	\$ -	\$ 3,120	\$ -	\$ -	\$ 110,298
09/15/39	\$ 64,131	\$ 39,500	\$ 103,631	\$ 3,964	\$ -	\$ 2,821	\$ -	\$ -	\$ 110,416
09/15/40	\$ 68,965	\$ 35,011	\$ 103,976	\$ 4,043	\$ -	\$ 2,501	\$ -	\$ -	\$ 110,520
09/15/41	\$ 74,121	\$ 30,183	\$ 104,304	\$ 4,124	\$ -	\$ 2,156	\$ -	\$ -	\$ 110,584
09/15/42	\$ 79,922	\$ 24,995	\$ 104,917	\$ 4,206	\$ -	\$ 1,785	\$ -	\$ -	\$ 110,909
09/15/43	\$ 85,723	\$ 19,400	\$ 105,123	\$ 4,291	\$ -	\$ 1,386	\$ -	\$ -	\$ 110,799
09/15/44	\$ 92,168	\$ 13,400	\$ 105,568	\$ 4,376	\$ -	\$ 957	\$ -	\$ -	\$ 110,901
09/15/45	\$ 99,258	\$ 6,948	\$ 106,206	\$ 4,464	\$ -	\$ 496	\$ (106,206)	\$ -	\$ 4,960
Totals	\$ 1,237,500	\$ 1,800,730	\$ 3,038,230	\$ 101,975	\$ 17,296	\$ 111,808	\$ (106,206)	\$ (93,622)	\$ 3,069,482

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 0.34% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-5
Annual Installments - Parcel R143371/Non-Residential Parcel #5

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 4,194	\$ 4,194	\$ -	\$ -	\$ -	\$ -	\$ (4,194)	\$ -
09/15/16	\$ -	\$ 37,748	\$ 37,748	\$ 1,126	\$ 1,109	\$ 1,663	\$ -	\$ (37,748)	\$ 3,898
09/15/17	\$ -	\$ 37,748	\$ 37,748	\$ 1,149	\$ 1,109	\$ 1,663	\$ -	\$ -	\$ 41,669
09/15/18	\$ 6,930	\$ 37,748	\$ 44,678	\$ 1,172	\$ 1,109	\$ 1,663	\$ -	\$ -	\$ 48,622
09/15/19	\$ 7,363	\$ 37,402	\$ 44,765	\$ 1,195	\$ 1,095	\$ 1,642	\$ -	\$ -	\$ 48,697
09/15/20	\$ 7,652	\$ 37,034	\$ 44,686	\$ 1,219	\$ 1,080	\$ 1,620	\$ -	\$ -	\$ 48,605
09/15/21	\$ 8,085	\$ 36,651	\$ 44,736	\$ 1,243	\$ 1,065	\$ 1,597	\$ -	\$ -	\$ 48,642
09/15/22	\$ 7,796	\$ 36,247	\$ 44,043	\$ 1,268	\$ 1,049	\$ 1,573	\$ -	\$ -	\$ 47,933
09/15/23	\$ 9,240	\$ 35,760	\$ 45,000	\$ 1,294	\$ 133	\$ 2,449	\$ -	\$ -	\$ 48,876
09/15/24	\$ 9,962	\$ 35,182	\$ 45,144	\$ 1,319	\$ -	\$ 2,537	\$ -	\$ -	\$ 49,000
09/15/25	\$ 10,684	\$ 34,559	\$ 45,243	\$ 1,346	\$ -	\$ 2,487	\$ -	\$ -	\$ 49,076
09/15/26	\$ 11,406	\$ 33,892	\$ 45,297	\$ 1,373	\$ -	\$ 2,433	\$ -	\$ -	\$ 49,103
09/15/27	\$ 12,128	\$ 33,179	\$ 45,306	\$ 1,400	\$ -	\$ 2,376	\$ -	\$ -	\$ 49,083
09/15/28	\$ 12,994	\$ 32,421	\$ 45,415	\$ 1,428	\$ -	\$ 2,316	\$ -	\$ -	\$ 49,159
09/15/29	\$ 14,004	\$ 31,511	\$ 45,516	\$ 1,457	\$ -	\$ 2,251	\$ -	\$ -	\$ 49,223
09/15/30	\$ 15,015	\$ 30,531	\$ 45,546	\$ 1,486	\$ -	\$ 2,181	\$ -	\$ -	\$ 49,213
09/15/31	\$ 16,170	\$ 29,480	\$ 45,650	\$ 1,516	\$ -	\$ 2,106	\$ -	\$ -	\$ 49,271
09/15/32	\$ 17,325	\$ 28,348	\$ 45,673	\$ 1,546	\$ -	\$ 2,025	\$ -	\$ -	\$ 49,244
09/15/33	\$ 18,624	\$ 27,135	\$ 45,760	\$ 1,577	\$ -	\$ 1,938	\$ -	\$ -	\$ 49,275
09/15/34	\$ 20,068	\$ 25,832	\$ 45,900	\$ 1,608	\$ -	\$ 1,845	\$ -	\$ -	\$ 49,353
09/15/35	\$ 21,512	\$ 24,427	\$ 45,939	\$ 1,641	\$ -	\$ 1,745	\$ -	\$ -	\$ 49,324
09/15/36	\$ 23,100	\$ 22,921	\$ 46,021	\$ 1,673	\$ -	\$ 1,637	\$ -	\$ -	\$ 49,332
09/15/37	\$ 24,833	\$ 21,304	\$ 46,136	\$ 1,707	\$ -	\$ 1,522	\$ -	\$ -	\$ 49,365
09/15/38	\$ 26,709	\$ 19,566	\$ 46,275	\$ 1,741	\$ -	\$ 1,398	\$ -	\$ -	\$ 49,414
09/15/39	\$ 28,731	\$ 17,696	\$ 46,427	\$ 1,776	\$ -	\$ 1,264	\$ -	\$ -	\$ 49,466
09/15/40	\$ 30,896	\$ 15,685	\$ 46,581	\$ 1,811	\$ -	\$ 1,120	\$ -	\$ -	\$ 49,513
09/15/41	\$ 33,206	\$ 13,522	\$ 46,728	\$ 1,848	\$ -	\$ 966	\$ -	\$ -	\$ 49,542
09/15/42	\$ 35,805	\$ 11,198	\$ 47,003	\$ 1,884	\$ -	\$ 800	\$ -	\$ -	\$ 49,687
09/15/43	\$ 38,404	\$ 8,691	\$ 47,095	\$ 1,922	\$ -	\$ 621	\$ -	\$ -	\$ 49,638
09/15/44	\$ 41,291	\$ 6,003	\$ 47,294	\$ 1,961	\$ -	\$ 429	\$ -	\$ -	\$ 49,684
09/15/45	\$ 44,468	\$ 3,113	\$ 47,580	\$ 2,000	\$ -	\$ 222	\$ (47,580)	\$ -	\$ 2,222
Totals	\$ 554,400	\$ 806,727	\$ 1,361,127	\$ 45,685	\$ 7,749	\$ 50,090	\$ (47,580)	\$ (41,943)	\$ 1,375,128

(a) The 9/15 due dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Budgets. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 6.84% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-7
Annual Installments - Parcel R1433705/R125197/Residential Parcel #1

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 9,662	\$ 9,662	\$ -	\$ -	\$ -	\$ -	\$ (9,662)	\$ -
09/15/16	\$ -	\$ 86,956	\$ 86,956	\$ 2,594	\$ 2,554	\$ 3,831	\$ -	\$ (86,956)	\$ 8,980
09/15/17	\$ -	\$ 86,956	\$ 86,956	\$ 2,646	\$ 2,554	\$ 3,831	\$ -	\$ -	\$ 95,987
09/15/18	\$ 15,964	\$ 86,956	\$ 102,920	\$ 2,699	\$ 2,554	\$ 3,831	\$ -	\$ -	\$ 112,004
09/15/19	\$ 16,961	\$ 86,158	\$ 103,119	\$ 2,753	\$ 2,522	\$ 3,783	\$ -	\$ -	\$ 112,178
09/15/20	\$ 17,627	\$ 85,310	\$ 102,936	\$ 2,808	\$ 2,488	\$ 3,733	\$ -	\$ -	\$ 111,965
09/15/21	\$ 18,624	\$ 84,428	\$ 103,053	\$ 2,864	\$ 2,453	\$ 3,680	\$ -	\$ -	\$ 112,050
09/15/22	\$ 17,959	\$ 83,497	\$ 101,456	\$ 2,921	\$ 2,416	\$ 3,624	\$ -	\$ -	\$ 110,417
09/15/23	\$ 21,285	\$ 82,375	\$ 103,660	\$ 2,980	\$ 307	\$ 5,643	\$ -	\$ -	\$ 112,589
09/15/24	\$ 22,948	\$ 81,044	\$ 103,992	\$ 3,039	\$ -	\$ 5,843	\$ -	\$ -	\$ 112,875
09/15/25	\$ 24,611	\$ 79,610	\$ 104,221	\$ 3,100	\$ -	\$ 5,729	\$ -	\$ -	\$ 113,050
09/15/26	\$ 26,274	\$ 78,072	\$ 104,346	\$ 3,162	\$ -	\$ 5,606	\$ -	\$ -	\$ 113,113
09/15/27	\$ 27,937	\$ 76,430	\$ 104,366	\$ 3,225	\$ -	\$ 5,474	\$ -	\$ -	\$ 113,066
09/15/28	\$ 29,932	\$ 74,684	\$ 104,616	\$ 3,290	\$ -	\$ 5,335	\$ -	\$ -	\$ 113,240
09/15/29	\$ 32,260	\$ 72,589	\$ 104,849	\$ 3,356	\$ -	\$ 5,185	\$ -	\$ -	\$ 113,389
09/15/30	\$ 34,588	\$ 70,330	\$ 104,918	\$ 3,423	\$ -	\$ 5,024	\$ -	\$ -	\$ 113,365
09/15/31	\$ 37,249	\$ 67,909	\$ 105,158	\$ 3,491	\$ -	\$ 4,851	\$ -	\$ -	\$ 113,500
09/15/32	\$ 39,909	\$ 65,302	\$ 105,211	\$ 3,561	\$ -	\$ 4,664	\$ -	\$ -	\$ 113,437
09/15/33	\$ 42,903	\$ 62,508	\$ 105,411	\$ 3,632	\$ -	\$ 4,465	\$ -	\$ -	\$ 113,508
09/15/34	\$ 46,228	\$ 59,505	\$ 105,733	\$ 3,705	\$ -	\$ 4,250	\$ -	\$ -	\$ 113,689
09/15/35	\$ 49,554	\$ 56,269	\$ 105,823	\$ 3,779	\$ -	\$ 4,019	\$ -	\$ -	\$ 113,621
09/15/36	\$ 53,213	\$ 52,800	\$ 106,013	\$ 3,855	\$ -	\$ 3,771	\$ -	\$ -	\$ 113,639
09/15/37	\$ 57,203	\$ 49,075	\$ 106,279	\$ 3,932	\$ -	\$ 3,505	\$ -	\$ -	\$ 113,716
09/15/38	\$ 61,527	\$ 45,071	\$ 106,598	\$ 4,010	\$ -	\$ 3,219	\$ -	\$ -	\$ 113,828
09/15/39	\$ 66,183	\$ 40,764	\$ 106,947	\$ 4,091	\$ -	\$ 2,912	\$ -	\$ -	\$ 113,950
09/15/40	\$ 71,172	\$ 36,131	\$ 107,303	\$ 4,172	\$ -	\$ 2,581	\$ -	\$ -	\$ 114,056
09/15/41	\$ 76,493	\$ 31,149	\$ 107,642	\$ 4,256	\$ -	\$ 2,225	\$ -	\$ -	\$ 114,123
09/15/42	\$ 82,479	\$ 25,795	\$ 108,274	\$ 4,341	\$ -	\$ 1,842	\$ -	\$ -	\$ 114,458
09/15/43	\$ 88,466	\$ 20,021	\$ 108,487	\$ 4,428	\$ -	\$ 1,430	\$ -	\$ -	\$ 114,345
09/15/44	\$ 95,117	\$ 13,829	\$ 108,946	\$ 4,516	\$ -	\$ 988	\$ -	\$ -	\$ 114,450
09/15/45	\$ 102,434	\$ 7,170	\$ 109,604	\$ 4,607	\$ -	\$ 512	\$ (109,604)	\$ -	\$ 5,119
Totals	\$ 1,277,100	\$ 1,858,354	\$ 3,135,454	\$ 105,238	\$ 17,849	\$ 115,386	\$ (109,604)	\$ (96,618)	\$ 3,167,706

(a) The 2015 dates represent annual installment due dates which are intended to allow the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 6.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-8
Annual Installments - Parcel R143369/Residential Parcel #2

Major Public Improvement PIO Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 8,089	\$ 8,089	\$ -	\$ -	\$ -	\$ -	\$ (8,089)	\$ -
09/15/16	\$ -	\$ 72,800	\$ 72,800	\$ 2,172	\$ 2,138	\$ 3,208	\$ -	\$ (72,800)	\$ 7,518
09/15/17	\$ -	\$ 72,800	\$ 72,800	\$ 2,215	\$ 2,138	\$ 3,208	\$ -	\$ -	\$ 80,362
09/15/18	\$ 13,365	\$ 72,800	\$ 86,165	\$ 2,260	\$ 2,138	\$ 3,208	\$ -	\$ -	\$ 93,771
09/15/19	\$ 14,200	\$ 72,132	\$ 86,332	\$ 2,305	\$ 2,112	\$ 3,168	\$ -	\$ -	\$ 93,916
09/15/20	\$ 14,757	\$ 71,422	\$ 86,179	\$ 2,351	\$ 2,083	\$ 3,125	\$ -	\$ -	\$ 93,738
09/15/21	\$ 15,593	\$ 70,684	\$ 86,277	\$ 2,398	\$ 2,054	\$ 3,081	\$ -	\$ -	\$ 93,809
09/15/22	\$ 15,036	\$ 69,905	\$ 84,940	\$ 2,446	\$ 2,023	\$ 3,034	\$ -	\$ -	\$ 92,442
09/15/23	\$ 17,820	\$ 68,965	\$ 86,785	\$ 2,495	\$ 257	\$ 4,724	\$ -	\$ -	\$ 94,261
09/15/24	\$ 19,212	\$ 67,851	\$ 87,063	\$ 2,545	\$ -	\$ 4,892	\$ -	\$ -	\$ 94,500
09/15/25	\$ 20,604	\$ 66,650	\$ 87,255	\$ 2,596	\$ -	\$ 4,796	\$ -	\$ -	\$ 94,646
09/15/26	\$ 21,997	\$ 65,363	\$ 87,359	\$ 2,647	\$ -	\$ 4,693	\$ -	\$ -	\$ 94,700
09/15/27	\$ 23,389	\$ 63,988	\$ 87,376	\$ 2,700	\$ -	\$ 4,583	\$ -	\$ -	\$ 94,660
09/15/28	\$ 25,059	\$ 62,526	\$ 87,585	\$ 2,754	\$ -	\$ 4,466	\$ -	\$ -	\$ 94,806
09/15/29	\$ 27,008	\$ 60,772	\$ 87,780	\$ 2,809	\$ -	\$ 4,341	\$ -	\$ -	\$ 94,931
09/15/30	\$ 28,958	\$ 58,881	\$ 87,839	\$ 2,866	\$ -	\$ 4,206	\$ -	\$ -	\$ 94,910
09/15/31	\$ 31,185	\$ 56,854	\$ 88,039	\$ 2,923	\$ -	\$ 4,061	\$ -	\$ -	\$ 95,023
09/15/32	\$ 33,413	\$ 54,671	\$ 88,084	\$ 2,981	\$ -	\$ 3,905	\$ -	\$ -	\$ 94,970
09/15/33	\$ 35,918	\$ 52,332	\$ 88,251	\$ 3,041	\$ -	\$ 3,738	\$ -	\$ -	\$ 95,030
09/15/34	\$ 38,703	\$ 49,818	\$ 88,521	\$ 3,102	\$ -	\$ 3,558	\$ -	\$ -	\$ 95,181
09/15/35	\$ 41,487	\$ 47,109	\$ 88,596	\$ 3,164	\$ -	\$ 3,365	\$ -	\$ -	\$ 95,125
09/15/36	\$ 44,550	\$ 44,205	\$ 88,755	\$ 3,227	\$ -	\$ 3,157	\$ -	\$ -	\$ 95,139
09/15/37	\$ 47,891	\$ 41,086	\$ 88,977	\$ 3,292	\$ -	\$ 2,935	\$ -	\$ -	\$ 95,204
09/15/38	\$ 51,511	\$ 37,734	\$ 89,245	\$ 3,358	\$ -	\$ 2,695	\$ -	\$ -	\$ 95,298
09/15/39	\$ 55,409	\$ 34,128	\$ 89,537	\$ 3,425	\$ -	\$ 2,438	\$ -	\$ -	\$ 95,400
09/15/40	\$ 59,586	\$ 30,249	\$ 89,835	\$ 3,493	\$ -	\$ 2,161	\$ -	\$ -	\$ 95,489
09/15/41	\$ 64,041	\$ 26,078	\$ 90,119	\$ 3,563	\$ -	\$ 1,863	\$ -	\$ -	\$ 95,545
09/15/42	\$ 69,053	\$ 21,596	\$ 90,648	\$ 3,634	\$ -	\$ 1,543	\$ -	\$ -	\$ 95,825
09/15/43	\$ 74,064	\$ 16,762	\$ 90,826	\$ 3,707	\$ -	\$ 1,197	\$ -	\$ -	\$ 95,731
09/15/44	\$ 79,633	\$ 11,577	\$ 91,211	\$ 3,781	\$ -	\$ 827	\$ -	\$ -	\$ 95,819
09/15/45	\$ 85,759	\$ 6,003	\$ 91,762	\$ 3,857	\$ -	\$ 429	\$ (91,762)	\$ -	\$ 4,286
Totals	\$ 1,069,200	\$ 1,555,831	\$ 2,625,031	\$ 88,106	\$ 14,944	\$ 96,602	\$ (91,762)	\$ (80,889)	\$ 2,652,033

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PIO Bonds.
 (b) Gross of Capitalized Interest.
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual installments are calculated assuming approximately an average 6.94% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-9
Annual Installments - Parcel R143368/Residential Parcel #3

Due Date (a)	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 13,931	\$ 13,931	\$ -	\$ -	\$ -	\$ -	\$ (13,931)	\$ -
09/15/16	\$ -	\$ 125,378	\$ 125,378	\$ 3,740	\$ 3,683	\$ 5,524	\$ -	\$ (125,378)	\$ 12,947
09/15/17	\$ -	\$ 125,378	\$ 125,378	\$ 3,815	\$ 3,683	\$ 5,524	\$ -	\$ -	\$ 138,400
09/15/18	\$ 23,018	\$ 125,378	\$ 148,396	\$ 3,891	\$ 3,683	\$ 5,524	\$ -	\$ -	\$ 161,494
09/15/19	\$ 24,456	\$ 124,227	\$ 148,683	\$ 3,969	\$ 3,637	\$ 5,455	\$ -	\$ -	\$ 161,745
09/15/20	\$ 25,415	\$ 123,005	\$ 148,420	\$ 4,049	\$ 3,588	\$ 5,382	\$ -	\$ -	\$ 161,438
09/15/21	\$ 26,854	\$ 121,734	\$ 148,588	\$ 4,130	\$ 3,537	\$ 5,306	\$ -	\$ -	\$ 161,560
09/15/22	\$ 25,895	\$ 120,391	\$ 146,286	\$ 4,212	\$ 3,483	\$ 5,225	\$ -	\$ -	\$ 159,206
09/15/23	\$ 30,690	\$ 118,773	\$ 149,463	\$ 4,296	\$ 443	\$ 8,136	\$ -	\$ -	\$ 162,338
09/15/24	\$ 33,088	\$ 116,855	\$ 149,942	\$ 4,382	\$ -	\$ 8,425	\$ -	\$ -	\$ 162,750
09/15/25	\$ 35,485	\$ 114,787	\$ 150,272	\$ 4,470	\$ -	\$ 8,260	\$ -	\$ -	\$ 163,002
09/15/26	\$ 37,883	\$ 112,569	\$ 150,452	\$ 4,559	\$ -	\$ 8,082	\$ -	\$ -	\$ 163,094
09/15/27	\$ 40,281	\$ 110,201	\$ 150,482	\$ 4,651	\$ -	\$ 7,893	\$ -	\$ -	\$ 163,025
09/15/28	\$ 43,158	\$ 107,684	\$ 150,841	\$ 4,744	\$ -	\$ 7,692	\$ -	\$ -	\$ 163,277
09/15/29	\$ 46,515	\$ 104,662	\$ 151,177	\$ 4,839	\$ -	\$ 7,476	\$ -	\$ -	\$ 163,491
09/15/30	\$ 49,871	\$ 101,406	\$ 151,278	\$ 4,935	\$ -	\$ 7,243	\$ -	\$ -	\$ 163,456
09/15/31	\$ 53,708	\$ 97,915	\$ 151,623	\$ 5,034	\$ -	\$ 6,994	\$ -	\$ -	\$ 163,651
09/15/32	\$ 57,544	\$ 94,156	\$ 151,700	\$ 5,135	\$ -	\$ 6,725	\$ -	\$ -	\$ 163,560
09/15/33	\$ 61,860	\$ 90,128	\$ 151,987	\$ 5,237	\$ -	\$ 6,438	\$ -	\$ -	\$ 163,663
09/15/34	\$ 66,655	\$ 85,798	\$ 152,453	\$ 5,342	\$ -	\$ 6,128	\$ -	\$ -	\$ 163,923
09/15/35	\$ 71,450	\$ 81,132	\$ 152,582	\$ 5,449	\$ -	\$ 5,795	\$ -	\$ -	\$ 163,826
09/15/36	\$ 76,725	\$ 76,130	\$ 152,855	\$ 5,558	\$ -	\$ 5,438	\$ -	\$ -	\$ 163,851
09/15/37	\$ 82,479	\$ 70,760	\$ 153,239	\$ 5,669	\$ -	\$ 5,054	\$ -	\$ -	\$ 163,962
09/15/38	\$ 88,713	\$ 64,986	\$ 153,699	\$ 5,782	\$ -	\$ 4,642	\$ -	\$ -	\$ 164,124
09/15/39	\$ 95,427	\$ 58,776	\$ 154,203	\$ 5,898	\$ -	\$ 4,198	\$ -	\$ -	\$ 164,299
09/15/40	\$ 102,620	\$ 52,096	\$ 154,716	\$ 6,016	\$ -	\$ 3,721	\$ -	\$ -	\$ 164,453
09/15/41	\$ 110,292	\$ 44,913	\$ 155,205	\$ 6,136	\$ -	\$ 3,208	\$ -	\$ -	\$ 164,550
09/15/42	\$ 118,924	\$ 37,192	\$ 156,116	\$ 6,259	\$ -	\$ 2,657	\$ -	\$ -	\$ 165,032
09/15/43	\$ 127,555	\$ 28,868	\$ 156,423	\$ 6,384	\$ -	\$ 2,062	\$ -	\$ -	\$ 164,869
09/15/44	\$ 137,146	\$ 19,939	\$ 157,085	\$ 6,512	\$ -	\$ 1,424	\$ -	\$ -	\$ 165,021
09/15/45	\$ 147,696	\$ 10,339	\$ 158,034	\$ 6,642	\$ -	\$ 738	\$ (158,034)	\$ -	\$ 7,381
Totals	\$ 1,841,400	\$ 2,679,487	\$ 4,520,887	\$ 151,739	\$ 25,736	\$ 166,371	\$ (158,034)	\$ (139,309)	\$ 4,567,389

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Grosses of Capitalized Interest.

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 0.34% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-10
Annual Installments - Parcel R143367/Residential Parcel #4

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 9,325	\$ 9,325	\$ -	\$ -	\$ -	\$ -	\$ (9,325)	\$ -
09/15/16	\$ -	\$ 83,923	\$ 83,923	\$ 2,504	\$ 2,465	\$ 3,698	\$ -	\$ (83,923)	\$ 8,666
09/15/17	\$ -	\$ 83,923	\$ 83,923	\$ 2,554	\$ 2,465	\$ 3,698	\$ -	\$ -	\$ 92,639
09/15/18	\$ 15,407	\$ 83,923	\$ 99,329	\$ 2,605	\$ 2,465	\$ 3,698	\$ -	\$ -	\$ 108,097
09/15/19	\$ 16,370	\$ 83,152	\$ 99,522	\$ 2,657	\$ 2,434	\$ 3,651	\$ -	\$ -	\$ 108,265
09/15/20	\$ 17,012	\$ 82,334	\$ 99,345	\$ 2,710	\$ 2,402	\$ 3,602	\$ -	\$ -	\$ 108,059
09/15/21	\$ 17,975	\$ 81,483	\$ 99,458	\$ 2,764	\$ 2,368	\$ 3,551	\$ -	\$ -	\$ 108,141
09/15/22	\$ 17,333	\$ 80,584	\$ 97,917	\$ 2,819	\$ 2,332	\$ 3,497	\$ -	\$ -	\$ 106,566
09/15/23	\$ 20,543	\$ 79,501	\$ 100,044	\$ 2,876	\$ 297	\$ 5,446	\$ -	\$ -	\$ 108,662
09/15/24	\$ 22,147	\$ 78,217	\$ 100,365	\$ 2,933	\$ -	\$ 5,640	\$ -	\$ -	\$ 108,938
09/15/25	\$ 23,752	\$ 76,833	\$ 100,585	\$ 2,992	\$ -	\$ 5,529	\$ -	\$ -	\$ 109,106
09/15/26	\$ 25,357	\$ 75,348	\$ 100,706	\$ 3,052	\$ -	\$ 5,410	\$ -	\$ -	\$ 109,168
09/15/27	\$ 26,962	\$ 73,764	\$ 100,726	\$ 3,113	\$ -	\$ 5,283	\$ -	\$ -	\$ 109,122
09/15/28	\$ 28,888	\$ 72,078	\$ 100,966	\$ 3,175	\$ -	\$ 5,148	\$ -	\$ -	\$ 109,290
09/15/29	\$ 31,135	\$ 70,056	\$ 101,191	\$ 3,239	\$ -	\$ 5,004	\$ -	\$ -	\$ 109,434
09/15/30	\$ 33,382	\$ 67,877	\$ 101,258	\$ 3,303	\$ -	\$ 4,848	\$ -	\$ -	\$ 109,410
09/15/31	\$ 35,949	\$ 65,540	\$ 101,490	\$ 3,370	\$ -	\$ 4,681	\$ -	\$ -	\$ 109,541
09/15/32	\$ 38,517	\$ 63,024	\$ 101,541	\$ 3,437	\$ -	\$ 4,502	\$ -	\$ -	\$ 109,480
09/15/33	\$ 41,406	\$ 60,328	\$ 101,734	\$ 3,506	\$ -	\$ 4,309	\$ -	\$ -	\$ 109,548
09/15/34	\$ 44,616	\$ 57,429	\$ 102,045	\$ 3,576	\$ -	\$ 4,102	\$ -	\$ -	\$ 109,723
09/15/35	\$ 47,826	\$ 54,306	\$ 102,132	\$ 3,647	\$ -	\$ 3,879	\$ -	\$ -	\$ 109,658
09/15/36	\$ 51,356	\$ 50,958	\$ 102,314	\$ 3,720	\$ -	\$ 3,640	\$ -	\$ -	\$ 109,675
09/15/37	\$ 55,208	\$ 47,363	\$ 102,571	\$ 3,795	\$ -	\$ 3,383	\$ -	\$ -	\$ 109,749
09/15/38	\$ 59,381	\$ 43,499	\$ 102,879	\$ 3,871	\$ -	\$ 3,107	\$ -	\$ -	\$ 109,857
09/15/39	\$ 63,874	\$ 39,342	\$ 103,216	\$ 3,948	\$ -	\$ 2,810	\$ -	\$ -	\$ 109,975
09/15/40	\$ 68,689	\$ 34,871	\$ 103,560	\$ 4,027	\$ -	\$ 2,491	\$ -	\$ -	\$ 110,078
09/15/41	\$ 73,825	\$ 30,063	\$ 103,887	\$ 4,107	\$ -	\$ 2,147	\$ -	\$ -	\$ 110,142
09/15/42	\$ 79,602	\$ 24,895	\$ 104,497	\$ 4,190	\$ -	\$ 1,778	\$ -	\$ -	\$ 110,465
09/15/43	\$ 85,380	\$ 19,323	\$ 104,703	\$ 4,273	\$ -	\$ 1,380	\$ -	\$ -	\$ 110,356
09/15/44	\$ 91,799	\$ 13,346	\$ 105,146	\$ 4,359	\$ -	\$ 953	\$ -	\$ -	\$ 110,458
09/15/45	\$ 98,861	\$ 6,920	\$ 105,781	\$ 4,446	\$ -	\$ 494	\$ (105,781)	\$ -	\$ 4,940
Totals	\$ 1,232,550	\$ 1,793,528	\$ 3,026,078	\$ 101,567	\$ 17,227	\$ 111,361	\$ (105,781)	\$ (93,247)	\$ 3,057,204

(a) The 9/15 due dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised to Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 5.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-11
Annual Installments - Parcel R18169/Residential Parcel #5

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 14,305	\$ 14,305	\$ -	\$ -	\$ -	\$ -	\$ (14,305)	\$ -
09/15/16	\$ -	\$ 128,749	\$ 128,749	\$ 3,841	\$ 3,782	\$ 5,673	\$ -	\$ (128,749)	\$ 13,295
09/15/17	\$ -	\$ 128,749	\$ 128,749	\$ 3,918	\$ 3,782	\$ 5,673	\$ -	\$ -	\$ 142,121
09/15/18	\$ 23,636	\$ 128,749	\$ 152,385	\$ 3,996	\$ 3,782	\$ 5,673	\$ -	\$ -	\$ 165,835
09/15/19	\$ 25,114	\$ 127,567	\$ 152,680	\$ 4,076	\$ 3,735	\$ 5,602	\$ -	\$ -	\$ 166,093
09/15/20	\$ 26,098	\$ 126,311	\$ 152,409	\$ 4,158	\$ 3,684	\$ 5,526	\$ -	\$ -	\$ 165,778
09/15/21	\$ 27,576	\$ 125,006	\$ 152,582	\$ 4,241	\$ 3,632	\$ 5,448	\$ -	\$ -	\$ 165,903
09/15/22	\$ 26,591	\$ 123,627	\$ 150,218	\$ 4,325	\$ 3,577	\$ 5,365	\$ -	\$ -	\$ 163,486
09/15/23	\$ 31,515	\$ 121,966	\$ 153,481	\$ 4,412	\$ 455	\$ 8,354	\$ -	\$ -	\$ 166,702
09/15/24	\$ 33,977	\$ 119,996	\$ 153,973	\$ 4,500	\$ -	\$ 8,652	\$ -	\$ -	\$ 167,125
09/15/25	\$ 36,439	\$ 117,872	\$ 154,311	\$ 4,590	\$ -	\$ 8,482	\$ -	\$ -	\$ 167,384
09/15/26	\$ 38,901	\$ 115,595	\$ 154,496	\$ 4,682	\$ -	\$ 8,300	\$ -	\$ -	\$ 167,478
09/15/27	\$ 41,363	\$ 113,163	\$ 154,527	\$ 4,776	\$ -	\$ 8,105	\$ -	\$ -	\$ 167,408
09/15/28	\$ 44,318	\$ 110,578	\$ 154,896	\$ 4,871	\$ -	\$ 7,898	\$ -	\$ -	\$ 167,666
09/15/29	\$ 47,765	\$ 107,476	\$ 155,241	\$ 4,969	\$ -	\$ 7,677	\$ -	\$ -	\$ 167,886
09/15/30	\$ 51,212	\$ 104,132	\$ 155,344	\$ 5,068	\$ -	\$ 7,438	\$ -	\$ -	\$ 167,850
09/15/31	\$ 55,151	\$ 100,548	\$ 155,699	\$ 5,169	\$ -	\$ 7,182	\$ -	\$ -	\$ 168,050
09/15/32	\$ 59,091	\$ 96,687	\$ 155,778	\$ 5,273	\$ -	\$ 6,906	\$ -	\$ -	\$ 167,957
09/15/33	\$ 63,522	\$ 92,551	\$ 156,073	\$ 5,378	\$ -	\$ 6,611	\$ -	\$ -	\$ 168,062
09/15/34	\$ 68,447	\$ 88,104	\$ 156,551	\$ 5,486	\$ -	\$ 6,293	\$ -	\$ -	\$ 168,330
09/15/35	\$ 73,371	\$ 83,313	\$ 156,684	\$ 5,595	\$ -	\$ 5,951	\$ -	\$ -	\$ 168,230
09/15/36	\$ 78,788	\$ 78,177	\$ 156,964	\$ 5,707	\$ -	\$ 5,584	\$ -	\$ -	\$ 168,256
09/15/37	\$ 84,697	\$ 72,662	\$ 157,358	\$ 5,822	\$ -	\$ 5,190	\$ -	\$ -	\$ 168,370
09/15/38	\$ 91,098	\$ 66,733	\$ 157,831	\$ 5,938	\$ -	\$ 4,767	\$ -	\$ -	\$ 168,536
09/15/39	\$ 97,992	\$ 60,356	\$ 158,348	\$ 6,057	\$ -	\$ 4,311	\$ -	\$ -	\$ 168,716
09/15/40	\$ 105,378	\$ 53,497	\$ 158,875	\$ 6,178	\$ -	\$ 3,821	\$ -	\$ -	\$ 168,874
09/15/41	\$ 113,257	\$ 46,120	\$ 159,377	\$ 6,301	\$ -	\$ 3,294	\$ -	\$ -	\$ 168,973
09/15/42	\$ 122,121	\$ 38,192	\$ 160,313	\$ 6,427	\$ -	\$ 2,728	\$ -	\$ -	\$ 169,468
09/15/43	\$ 130,984	\$ 29,644	\$ 160,628	\$ 6,556	\$ -	\$ 2,117	\$ -	\$ -	\$ 169,301
09/15/44	\$ 140,833	\$ 20,475	\$ 161,308	\$ 6,687	\$ -	\$ 1,462	\$ -	\$ -	\$ 169,457
09/15/45	\$ 151,666	\$ 10,617	\$ 162,283	\$ 6,821	\$ -	\$ 758	\$ (162,283)	\$ -	\$ 7,579
Totals	\$ 1,890,900	\$ 2,751,516	\$ 4,642,416	\$ 155,818	\$ 26,428	\$ 170,843	\$ (162,283)	\$ (143,054)	\$ 4,690,169

(a) The 9/15 due dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Grosses of Capitalized Interest.

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated annually approximately, on average 5.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-12
Annual Installments - Parcel R19065/Residential Parcel #6

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 11,871	\$ 11,871	\$ -	\$ -	\$ -	\$ -	\$ (11,871)	\$ -
09/15/16	\$ -	\$ 106,841	\$ 106,841	\$ 3,187	\$ 3,138	\$ 4,707	\$ -	\$ (106,841)	\$ 11,033
09/15/17	\$ -	\$ 106,841	\$ 106,841	\$ 3,251	\$ 3,138	\$ 4,707	\$ -	\$ -	\$ 117,938
09/15/18	\$ 19,614	\$ 106,841	\$ 126,456	\$ 3,316	\$ 3,138	\$ 4,707	\$ -	\$ -	\$ 137,617
09/15/19	\$ 20,840	\$ 105,860	\$ 126,701	\$ 3,382	\$ 3,099	\$ 4,649	\$ -	\$ -	\$ 137,831
09/15/20	\$ 21,658	\$ 104,818	\$ 126,476	\$ 3,450	\$ 3,057	\$ 4,586	\$ -	\$ -	\$ 137,569
09/15/21	\$ 22,883	\$ 103,736	\$ 126,619	\$ 3,519	\$ 3,014	\$ 4,521	\$ -	\$ -	\$ 137,673
09/15/22	\$ 22,066	\$ 102,591	\$ 124,658	\$ 3,589	\$ 2,968	\$ 4,452	\$ -	\$ -	\$ 135,668
09/15/23	\$ 26,153	\$ 101,212	\$ 127,365	\$ 3,661	\$ 378	\$ 6,933	\$ -	\$ -	\$ 138,336
09/15/24	\$ 28,196	\$ 99,578	\$ 127,773	\$ 3,734	\$ -	\$ 7,180	\$ -	\$ -	\$ 138,688
09/15/25	\$ 30,239	\$ 97,815	\$ 128,054	\$ 3,809	\$ -	\$ 7,039	\$ -	\$ -	\$ 138,902
09/15/26	\$ 32,282	\$ 95,926	\$ 128,208	\$ 3,885	\$ -	\$ 6,888	\$ -	\$ -	\$ 138,980
09/15/27	\$ 34,325	\$ 93,908	\$ 128,233	\$ 3,963	\$ -	\$ 6,726	\$ -	\$ -	\$ 138,922
09/15/28	\$ 36,777	\$ 91,763	\$ 128,540	\$ 4,042	\$ -	\$ 6,554	\$ -	\$ -	\$ 139,136
09/15/29	\$ 39,637	\$ 89,188	\$ 128,826	\$ 4,123	\$ -	\$ 6,371	\$ -	\$ -	\$ 139,319
09/15/30	\$ 42,498	\$ 86,414	\$ 128,911	\$ 4,206	\$ -	\$ 6,172	\$ -	\$ -	\$ 139,289
09/15/31	\$ 45,767	\$ 83,439	\$ 129,206	\$ 4,290	\$ -	\$ 5,960	\$ -	\$ -	\$ 139,455
09/15/32	\$ 49,036	\$ 80,235	\$ 129,271	\$ 4,376	\$ -	\$ 5,731	\$ -	\$ -	\$ 139,378
09/15/33	\$ 52,714	\$ 76,803	\$ 129,516	\$ 4,463	\$ -	\$ 5,486	\$ -	\$ -	\$ 139,465
09/15/34	\$ 56,800	\$ 73,113	\$ 129,913	\$ 4,552	\$ -	\$ 5,222	\$ -	\$ -	\$ 139,687
09/15/35	\$ 60,886	\$ 69,137	\$ 130,023	\$ 4,643	\$ -	\$ 4,938	\$ -	\$ -	\$ 139,605
09/15/36	\$ 65,381	\$ 64,875	\$ 130,256	\$ 4,736	\$ -	\$ 4,634	\$ -	\$ -	\$ 139,626
09/15/37	\$ 70,285	\$ 60,298	\$ 130,583	\$ 4,831	\$ -	\$ 4,307	\$ -	\$ -	\$ 139,721
09/15/38	\$ 75,597	\$ 55,378	\$ 130,975	\$ 4,928	\$ -	\$ 3,956	\$ -	\$ -	\$ 139,858
09/15/39	\$ 81,318	\$ 50,086	\$ 131,404	\$ 5,026	\$ -	\$ 3,578	\$ -	\$ -	\$ 140,008
09/15/40	\$ 87,447	\$ 44,394	\$ 131,841	\$ 5,127	\$ -	\$ 3,171	\$ -	\$ -	\$ 140,139
09/15/41	\$ 93,986	\$ 38,273	\$ 132,258	\$ 5,229	\$ -	\$ 2,734	\$ -	\$ -	\$ 140,221
09/15/42	\$ 101,341	\$ 31,694	\$ 133,034	\$ 5,334	\$ -	\$ 2,264	\$ -	\$ -	\$ 140,632
09/15/43	\$ 108,696	\$ 24,600	\$ 133,296	\$ 5,440	\$ -	\$ 1,757	\$ -	\$ -	\$ 140,494
09/15/44	\$ 116,869	\$ 16,991	\$ 133,860	\$ 5,549	\$ -	\$ 1,214	\$ -	\$ -	\$ 140,623
09/15/45	\$ 125,859	\$ 8,810	\$ 134,669	\$ 5,660	\$ -	\$ 629	\$ (134,669)	\$ -	\$ 6,290
Totals	\$ 1,569,150	\$ 2,283,326	\$ 3,852,476	\$ 129,304	\$ 21,931	\$ 141,773	\$ (134,669)	\$ (118,712)	\$ 3,892,103

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest.

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 6.34% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-13
Annual Installments - Parcels R13142 & R143364/Residential Parcel #7

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 31,831	\$ 31,831	\$ -	\$ -	\$ -	\$ -	\$ (31,831)	\$ -
09/15/16	\$ -	\$ 286,483	\$ 286,483	\$ 8,546	\$ 8,415	\$ 12,623	\$ -	\$ (286,483)	\$ 29,584
09/15/17	\$ -	\$ 286,483	\$ 286,483	\$ 8,717	\$ 8,415	\$ 12,623	\$ -	\$ -	\$ 316,237
09/15/18	\$ 52,594	\$ 286,483	\$ 339,076	\$ 8,892	\$ 8,415	\$ 12,623	\$ -	\$ -	\$ 369,006
09/15/19	\$ 55,881	\$ 283,853	\$ 339,734	\$ 9,070	\$ 8,310	\$ 12,465	\$ -	\$ -	\$ 369,578
09/15/20	\$ 58,072	\$ 281,059	\$ 339,131	\$ 9,251	\$ 8,198	\$ 12,297	\$ -	\$ -	\$ 368,877
09/15/21	\$ 61,359	\$ 278,155	\$ 339,515	\$ 9,436	\$ 8,082	\$ 12,123	\$ -	\$ -	\$ 369,155
09/15/22	\$ 59,168	\$ 275,087	\$ 334,255	\$ 9,625	\$ 7,959	\$ 11,939	\$ -	\$ -	\$ 363,778
09/15/23	\$ 70,125	\$ 271,389	\$ 341,514	\$ 9,817	\$ 1,012	\$ 18,590	\$ -	\$ -	\$ 370,934
09/15/24	\$ 75,604	\$ 267,006	\$ 342,610	\$ 10,014	\$ -	\$ 19,252	\$ -	\$ -	\$ 371,875
09/15/25	\$ 81,082	\$ 262,281	\$ 343,363	\$ 10,214	\$ -	\$ 18,873	\$ -	\$ -	\$ 372,451
09/15/26	\$ 86,561	\$ 257,214	\$ 343,774	\$ 10,418	\$ -	\$ 18,468	\$ -	\$ -	\$ 372,660
09/15/27	\$ 92,039	\$ 251,804	\$ 343,843	\$ 10,626	\$ -	\$ 18,035	\$ -	\$ -	\$ 372,504
09/15/28	\$ 98,613	\$ 246,051	\$ 344,664	\$ 10,839	\$ -	\$ 17,575	\$ -	\$ -	\$ 373,078
09/15/29	\$ 106,283	\$ 239,148	\$ 345,431	\$ 11,056	\$ -	\$ 17,082	\$ -	\$ -	\$ 373,569
09/15/30	\$ 113,953	\$ 231,708	\$ 345,661	\$ 11,277	\$ -	\$ 16,551	\$ -	\$ -	\$ 373,489
09/15/31	\$ 122,719	\$ 223,732	\$ 346,450	\$ 11,502	\$ -	\$ 15,981	\$ -	\$ -	\$ 373,934
09/15/32	\$ 131,484	\$ 215,141	\$ 346,626	\$ 11,732	\$ -	\$ 15,367	\$ -	\$ -	\$ 373,725
09/15/33	\$ 141,346	\$ 205,937	\$ 347,283	\$ 11,967	\$ -	\$ 14,710	\$ -	\$ -	\$ 373,960
09/15/34	\$ 152,303	\$ 196,043	\$ 348,346	\$ 12,206	\$ -	\$ 14,003	\$ -	\$ -	\$ 374,556
09/15/35	\$ 163,260	\$ 185,382	\$ 348,642	\$ 12,451	\$ -	\$ 13,242	\$ -	\$ -	\$ 374,334
09/15/36	\$ 175,313	\$ 173,954	\$ 349,266	\$ 12,700	\$ -	\$ 12,425	\$ -	\$ -	\$ 374,391
09/15/37	\$ 188,461	\$ 161,682	\$ 350,143	\$ 12,954	\$ -	\$ 11,549	\$ -	\$ -	\$ 374,645
09/15/38	\$ 202,705	\$ 148,490	\$ 351,195	\$ 13,213	\$ -	\$ 10,606	\$ -	\$ -	\$ 375,014
09/15/39	\$ 218,045	\$ 134,300	\$ 352,345	\$ 13,477	\$ -	\$ 9,593	\$ -	\$ -	\$ 375,415
09/15/40	\$ 234,480	\$ 119,037	\$ 353,518	\$ 13,746	\$ -	\$ 8,503	\$ -	\$ -	\$ 375,767
09/15/41	\$ 252,012	\$ 102,624	\$ 354,635	\$ 14,021	\$ -	\$ 7,330	\$ -	\$ -	\$ 375,987
09/15/42	\$ 271,734	\$ 84,983	\$ 356,717	\$ 14,302	\$ -	\$ 6,070	\$ -	\$ -	\$ 377,089
09/15/43	\$ 291,457	\$ 65,961	\$ 357,418	\$ 14,588	\$ -	\$ 4,712	\$ -	\$ -	\$ 376,718
09/15/44	\$ 313,371	\$ 45,559	\$ 358,930	\$ 14,880	\$ -	\$ 3,254	\$ -	\$ -	\$ 377,064
09/15/45	\$ 337,477	\$ 23,623	\$ 361,100	\$ 15,177	\$ -	\$ 1,687	\$ (361,100)	\$ -	\$ 16,865
Totals	\$ 4,207,500	\$ 6,122,483	\$ 10,329,983	\$ 346,714	\$ 58,806	\$ 380,149	\$ (361,100)	\$ (318,314)	\$ 10,436,239

(a) The 09/15/xx dates represent annual installments due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 5.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-14
Annual Installments - Parcel R143266/Residential Parcel #8

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 7,040	\$ 7,040	\$ -	\$ -	\$ -	\$ -	\$ (7,040)	\$ -
09/15/16	\$ -	\$ 63,363	\$ 63,363	\$ 1,890	\$ 1,861	\$ 2,792	\$ -	\$ (63,363)	\$ 6,543
09/15/17	\$ -	\$ 63,363	\$ 63,363	\$ 1,928	\$ 1,861	\$ 2,792	\$ -	\$ -	\$ 69,944
09/15/18	\$ 11,633	\$ 63,363	\$ 74,996	\$ 1,967	\$ 1,861	\$ 2,792	\$ -	\$ -	\$ 81,615
09/15/19	\$ 12,360	\$ 62,782	\$ 75,141	\$ 2,006	\$ 1,838	\$ 2,757	\$ -	\$ -	\$ 81,742
09/15/20	\$ 12,844	\$ 62,164	\$ 75,008	\$ 2,046	\$ 1,813	\$ 2,720	\$ -	\$ -	\$ 81,587
09/15/21	\$ 13,571	\$ 61,521	\$ 75,093	\$ 2,087	\$ 1,788	\$ 2,681	\$ -	\$ -	\$ 81,648
09/15/22	\$ 13,087	\$ 60,843	\$ 73,929	\$ 2,129	\$ 1,760	\$ 2,641	\$ -	\$ -	\$ 80,459
09/15/23	\$ 15,510	\$ 60,025	\$ 75,535	\$ 2,171	\$ 224	\$ 4,112	\$ -	\$ -	\$ 82,042
09/15/24	\$ 16,722	\$ 59,056	\$ 75,777	\$ 2,215	\$ -	\$ 4,258	\$ -	\$ -	\$ 82,250
09/15/25	\$ 17,933	\$ 58,010	\$ 75,944	\$ 2,259	\$ -	\$ 4,174	\$ -	\$ -	\$ 82,377
09/15/26	\$ 19,145	\$ 56,890	\$ 76,035	\$ 2,304	\$ -	\$ 4,085	\$ -	\$ -	\$ 82,424
09/15/27	\$ 20,357	\$ 55,693	\$ 76,050	\$ 2,350	\$ -	\$ 3,989	\$ -	\$ -	\$ 82,389
09/15/28	\$ 21,811	\$ 54,421	\$ 76,232	\$ 2,397	\$ -	\$ 3,887	\$ -	\$ -	\$ 82,516
09/15/29	\$ 23,507	\$ 52,894	\$ 76,401	\$ 2,445	\$ -	\$ 3,778	\$ -	\$ -	\$ 82,625
09/15/30	\$ 25,204	\$ 51,248	\$ 76,452	\$ 2,494	\$ -	\$ 3,661	\$ -	\$ -	\$ 82,607
09/15/31	\$ 27,143	\$ 49,484	\$ 76,627	\$ 2,544	\$ -	\$ 3,535	\$ -	\$ -	\$ 82,705
09/15/32	\$ 29,081	\$ 47,584	\$ 76,665	\$ 2,595	\$ -	\$ 3,399	\$ -	\$ -	\$ 82,659
09/15/33	\$ 31,262	\$ 45,549	\$ 76,811	\$ 2,647	\$ -	\$ 3,253	\$ -	\$ -	\$ 82,711
09/15/34	\$ 33,686	\$ 43,360	\$ 77,046	\$ 2,700	\$ -	\$ 3,097	\$ -	\$ -	\$ 82,843
09/15/35	\$ 36,109	\$ 41,002	\$ 77,111	\$ 2,754	\$ -	\$ 2,929	\$ -	\$ -	\$ 82,794
09/15/36	\$ 38,775	\$ 38,474	\$ 77,249	\$ 2,809	\$ -	\$ 2,748	\$ -	\$ -	\$ 82,807
09/15/37	\$ 41,683	\$ 35,760	\$ 77,443	\$ 2,865	\$ -	\$ 2,554	\$ -	\$ -	\$ 82,863
09/15/38	\$ 44,834	\$ 32,842	\$ 77,676	\$ 2,922	\$ -	\$ 2,346	\$ -	\$ -	\$ 82,944
09/15/39	\$ 48,226	\$ 29,704	\$ 77,930	\$ 2,981	\$ -	\$ 2,122	\$ -	\$ -	\$ 83,033
09/15/40	\$ 51,862	\$ 26,328	\$ 78,190	\$ 3,040	\$ -	\$ 1,881	\$ -	\$ -	\$ 83,111
09/15/41	\$ 55,739	\$ 22,698	\$ 78,437	\$ 3,101	\$ -	\$ 1,621	\$ -	\$ -	\$ 83,159
09/15/42	\$ 60,101	\$ 18,796	\$ 78,897	\$ 3,163	\$ -	\$ 1,343	\$ -	\$ -	\$ 83,403
09/15/43	\$ 64,463	\$ 14,589	\$ 79,053	\$ 3,226	\$ -	\$ 1,042	\$ -	\$ -	\$ 83,321
09/15/44	\$ 69,310	\$ 10,077	\$ 79,387	\$ 3,291	\$ -	\$ 720	\$ -	\$ -	\$ 83,398
09/15/45	\$ 74,642	\$ 5,225	\$ 79,867	\$ 3,357	\$ -	\$ 373	\$ (79,867)	\$ -	\$ 3,730
Totals	\$ 930,600	\$ 1,354,149	\$ 2,284,749	\$ 76,685	\$ 13,007	\$ 84,080	\$ (79,867)	\$ (70,404)	\$ 2,308,251

(a) The 09/15 due dates represent annual installments due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 6.34% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-15
Annual Installments - Owner's Association Property

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 1,453	\$ 1,453	\$ -	\$ -	\$ -	\$ -	\$ (1,453)	\$ -
09/15/16	\$ -	\$ 13,073	\$ 13,073	\$ 390	\$ 384	\$ 576	\$ -	\$ (13,073)	\$ 1,350
09/15/17	\$ -	\$ 13,073	\$ 13,073	\$ 398	\$ 384	\$ 576	\$ -	\$ -	\$ 14,431
09/15/18	\$ 2,400	\$ 13,073	\$ 15,473	\$ 406	\$ 384	\$ 576	\$ -	\$ -	\$ 16,839
09/15/19	\$ 2,550	\$ 12,953	\$ 15,503	\$ 414	\$ 379	\$ 569	\$ -	\$ -	\$ 16,865
09/15/20	\$ 2,650	\$ 12,826	\$ 15,476	\$ 422	\$ 374	\$ 561	\$ -	\$ -	\$ 16,833
09/15/21	\$ 2,800	\$ 12,693	\$ 15,493	\$ 431	\$ 369	\$ 553	\$ -	\$ -	\$ 16,846
09/15/22	\$ 2,700	\$ 12,553	\$ 15,253	\$ 439	\$ 363	\$ 545	\$ -	\$ -	\$ 16,600
09/15/23	\$ 3,200	\$ 12,384	\$ 15,584	\$ 448	\$ 46	\$ 848	\$ -	\$ -	\$ 16,927
09/15/24	\$ 3,450	\$ 12,184	\$ 15,634	\$ 457	\$ -	\$ 879	\$ -	\$ -	\$ 16,970
09/15/25	\$ 3,700	\$ 11,969	\$ 15,669	\$ 466	\$ -	\$ 861	\$ -	\$ -	\$ 16,996
09/15/26	\$ 3,950	\$ 11,737	\$ 15,687	\$ 475	\$ -	\$ 843	\$ -	\$ -	\$ 17,006
09/15/27	\$ 4,200	\$ 11,491	\$ 15,691	\$ 485	\$ -	\$ 823	\$ -	\$ -	\$ 16,998
09/15/28	\$ 4,500	\$ 11,228	\$ 15,728	\$ 495	\$ -	\$ 802	\$ -	\$ -	\$ 17,025
09/15/29	\$ 4,850	\$ 10,913	\$ 15,763	\$ 505	\$ -	\$ 780	\$ -	\$ -	\$ 17,047
09/15/30	\$ 5,200	\$ 10,574	\$ 15,774	\$ 515	\$ -	\$ 755	\$ -	\$ -	\$ 17,043
09/15/31	\$ 5,600	\$ 10,210	\$ 15,810	\$ 525	\$ -	\$ 729	\$ -	\$ -	\$ 17,064
09/15/32	\$ 6,000	\$ 9,818	\$ 15,818	\$ 535	\$ -	\$ 701	\$ -	\$ -	\$ 17,054
09/15/33	\$ 6,450	\$ 9,398	\$ 15,848	\$ 546	\$ -	\$ 671	\$ -	\$ -	\$ 17,065
09/15/34	\$ 6,950	\$ 8,946	\$ 15,896	\$ 557	\$ -	\$ 639	\$ -	\$ -	\$ 17,092
09/15/35	\$ 7,450	\$ 8,460	\$ 15,910	\$ 568	\$ -	\$ 604	\$ -	\$ -	\$ 17,082
09/15/36	\$ 8,000	\$ 7,938	\$ 15,938	\$ 580	\$ -	\$ 567	\$ -	\$ -	\$ 17,085
09/15/37	\$ 8,600	\$ 7,378	\$ 15,978	\$ 591	\$ -	\$ 527	\$ -	\$ -	\$ 17,096
09/15/38	\$ 9,250	\$ 6,776	\$ 16,026	\$ 603	\$ -	\$ 484	\$ -	\$ -	\$ 17,113
09/15/39	\$ 9,950	\$ 6,129	\$ 16,079	\$ 615	\$ -	\$ 438	\$ -	\$ -	\$ 17,131
09/15/40	\$ 10,700	\$ 5,432	\$ 16,132	\$ 627	\$ -	\$ 388	\$ -	\$ -	\$ 17,147
09/15/41	\$ 11,500	\$ 4,683	\$ 16,183	\$ 640	\$ -	\$ 335	\$ -	\$ -	\$ 17,157
09/15/42	\$ 12,400	\$ 3,878	\$ 16,278	\$ 653	\$ -	\$ 277	\$ -	\$ -	\$ 17,208
09/15/43	\$ 13,300	\$ 3,010	\$ 16,310	\$ 666	\$ -	\$ 215	\$ -	\$ -	\$ 17,191
09/15/44	\$ 14,300	\$ 2,079	\$ 16,379	\$ 679	\$ -	\$ 149	\$ -	\$ -	\$ 17,206
09/15/45	\$ 15,400	\$ 1,078	\$ 16,478	\$ 693	\$ -	\$ 77	\$ (16,478)	\$ -	\$ 770
Totals	\$ 192,000	\$ 279,386	\$ 471,386	\$ 15,822	\$ 2,684	\$ 17,347	\$ (16,478)	\$ (14,526)	\$ 476,235

(a) The entry dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 5.54% interest rate on Old Bonds plus the Additional Interest and Administrative Expenses.

Appendix B

Legal Descriptions for Parcels within PID

TRACT "A": 649.592 ACRES

649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "B": 1388.17 ACRES

1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "C": 8.73 ACRES

8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "D" 23.823 ACRES

AS DESCRIBED ON EXHIBIT A-1 ATTACHED HERETO.

SAVE AND EXCEPT THE PROPERTY DESCRIBED ON EXHIBIT B AND C.

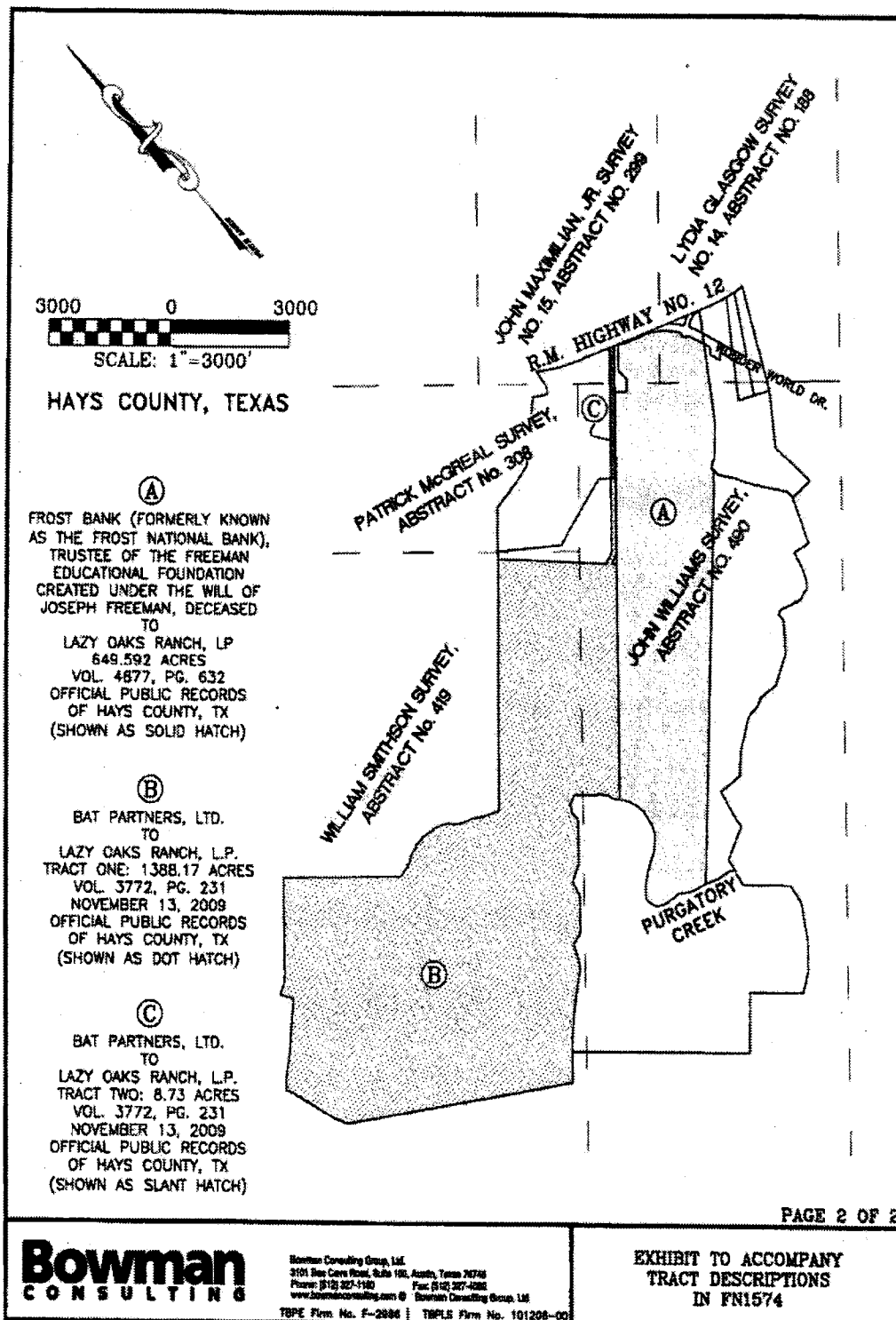


EXHIBIT A-1

Tract "D"

23.823 Acres
John Williams Survey, A-493
Patrick McGreal Survey, A-308
William Smithson Survey, A-419
Hays County, Texas

Job No. 6966-01-003
FN188a(cw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK MCGREAL SURVEY, ABSTRACT NO. 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 48.28 ACRE TRACT DESCRIBED AS "TRACT 1" IN THE SPECIAL WARRANTY DEED FROM MARY THEODORA, INDEPENDENT EXECUTRIX OF THE ESTATE OF VELMA ROBINSON, DECEASED, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 3613, PAGE 92, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found being the northeast corner of said 48.28 acre tract, same being the southwest corner of that called 8.73 acre tract described as "Tract Two" in the Special Warranty Deed with Vendor's Lien to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being the northernmost corner of that called 1388.17 acre tract described as "Tract One" in the Special Warranty Deed with Vendor's Lien to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being an angle point to the east line of the remainder of the called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 783, Official Public Records of Hays County, Texas, for the easternmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found being the common east corner of said 8.73 acre tract and said 1388.17 acre tract, same being an angle point on the west line of the remainder of the called 888.2 acre tract (1/2 undivided interest) described in the Special Warranty Deed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Frohman (Deceased), of record in Volume 358, Page 863, Deed Records of Hays County, Texas, bears S 46°30'58" E, a distance of 124.87 feet;

THENCE with the east line of said 48.28 acre tract and the irregular north line of said 1388.17 acre tract, with the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°28'03" W, a distance of 1703.58 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the east line of said 48.28 acre tract and an angle point on the irregular north line of said 1388.17 acre tract, and
2. S 71°00'03" W, a distance of 282.83 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the southeast corner of said 48.28 acre tract and an angle point on the irregular north line of said 1388.17 acre tract, for the southeast corner of the tract described herein;

THENCE N 43°46'38" W, with a portion of the south line of said 48.28 acre tract, also with a portion of the irregular north line of said 1388.17 acre tract, with the south line of the tract described herein, a distance of 924.01 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southwest corner of the tract described herein, from which a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the common west corner of said 48.28 acre tract and said 1388.17 acre tract, same being on the east line of Tract B, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract B being subject to a Boundary Line Agreement of record in Volume 282, Page 661, Deed Records of Hays County, Texas, bears N 43°46'38" W, a distance of 1779.79 feet;

THENCE N 71°48'54" E, leaving the irregular north line of said 1388.17 acre tract and through the interior of said 48.28 acre tract, with the west line of the tract described herein, a distance of 2170.88 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set on the irregular north line of said 48.28 acre tract, same being on the irregular south line of said 200.00 acre remainder tract, from which a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point on the irregular north line of said 48.28 acre tract and

23.823 Acres
John Williams Survey, A-490
Patrick McGreal Survey, A-308
William Smithson Survey, A-418
Hays County, Texas

Job No. 5958-01-003
FN1668(cdw)
Page 2 of 3

an angle point in the irregular south line of said 200.00 acre remainder tract, bears N 48°30'58" W, a distance of 275.87 feet;

THENCE S 48°30'58" E, with the irregular north line of said 48.28 acre tract and the irregular south line of said 200.00 acre remainder tract, with the north line of the tract described herein, a distance of 22.48 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1668(cdw)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

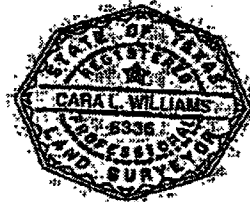
That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 25TH day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78748



Cara L. Williams
Registered Professional Land Surveyor
No. 8336 - State of Texas



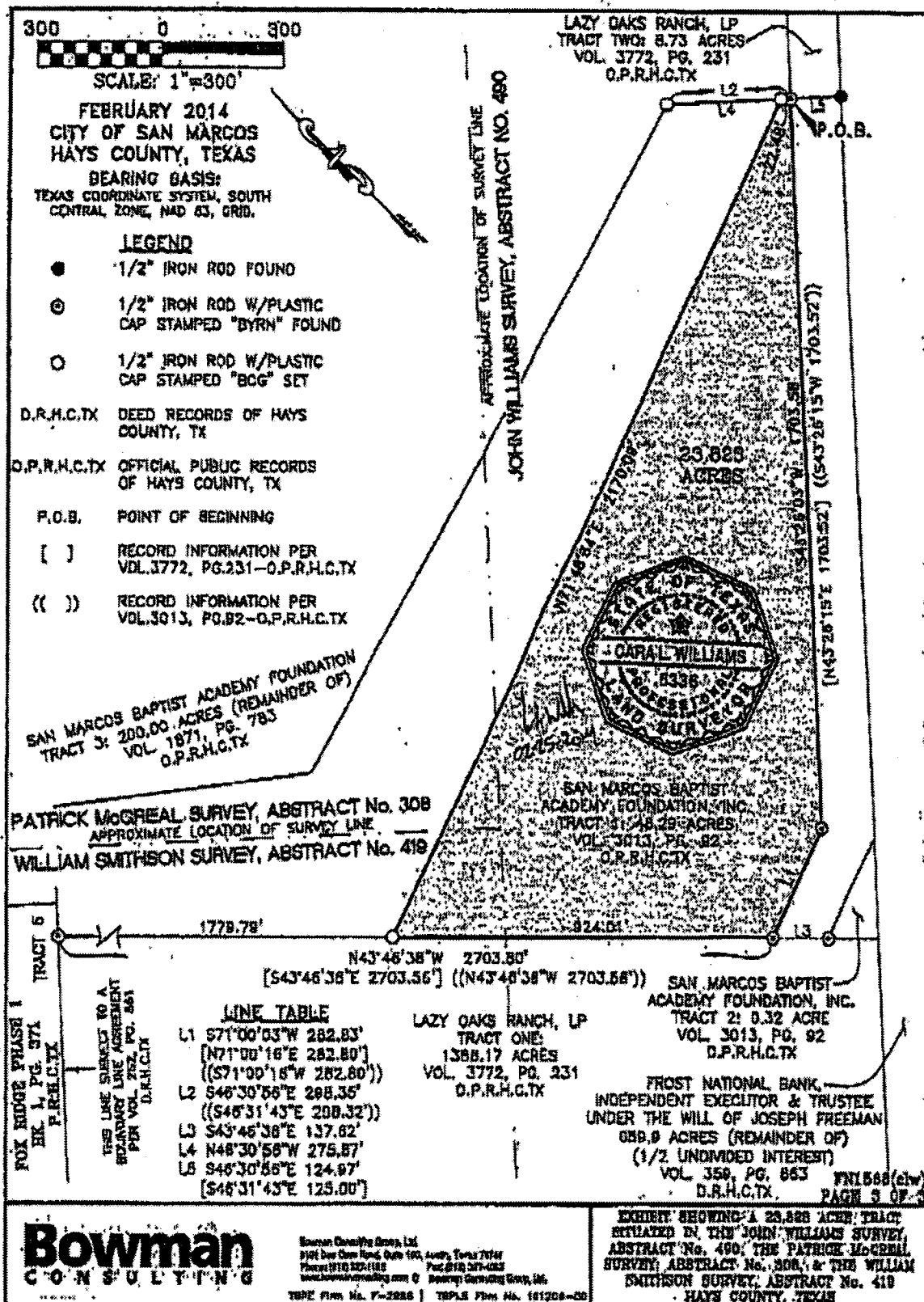


EXHIBIT B

Save and Except

23.823 Acres
William Smithson Survey, A-419
Hays County, Texas

Job No. 8956-01-003
FN1571(cdw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1388.17 ACRE TRACT DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southwest corner of that called 48.29 acre tract described as "Tract 1" in the Special Warranty Deed to San Marcos Baptist Academy Foundation, Inc., of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, same being on the east line of Tract 6, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract 6 being subject to a Boundary Line Agreement of record in Volume 282, Page 881, Deed Records of Hays County, Texas, for the northernmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found, being an angle point on the irregular north line of said 48.29 acre tract, same being the westernmost corner of the remainder of that certain 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 783, Official Public Records of Hays County, Texas, same being on the east line of Tract 5 of said Fox Ridge Phase 1, bears N 43°44'00" E, a distance of 177.28 feet;

THENCE S 43°46'38" E, leaving the east line of said Tract 6, with portions of the irregular north line of said 1388.17 acre tract and the south line of said 48.29 acre tract, with the north line of the herein described tract, a distance of 1287.88 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein, from which a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southeast corner of said 48.29 acre tract, bears S 43°46'38" E, a distance of 1438.12 feet;

THENCE leaving the south line of said 48.29 acre tract and through the interior of said 1388.17 acre tract, with the south and west lines of the tract described herein, the following two (2) courses and distances:

1. S 64°20'56" W, a distance of 706.14 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southeast corner of the tract described herein, and
2. N 71°50'54" W, a distance of 1128.48 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 1388.17 acre tract, same being on the east line of Tract 16 of said Fox Ridge Phase 1, for the southwest corner of the tract described herein;

THENCE N 43°44'00" E, with portions of the west line of said 1388.17 acre tract and the east lines of said Tracts 6 and 16, with the west line of the tract described herein, passing at a distance of 610.98 feet a 1/2 inch iron rod found being the common east corner of said Tracts 6 and 16, and continuing for a total distance of 1203.28 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

23.823 Acres
William Smithson Survey, A-410
Hays County, Texas

Job No. 8958-01-003
FN1571(cw)
Page 2 of 3

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.


BOWMAN WORD FILE: FN1571(cw)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

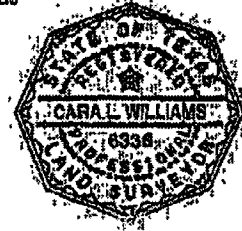
That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 15th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



Cara L. Williams
Registered Professional Land Surveyor
No. 6336 - State of Texas



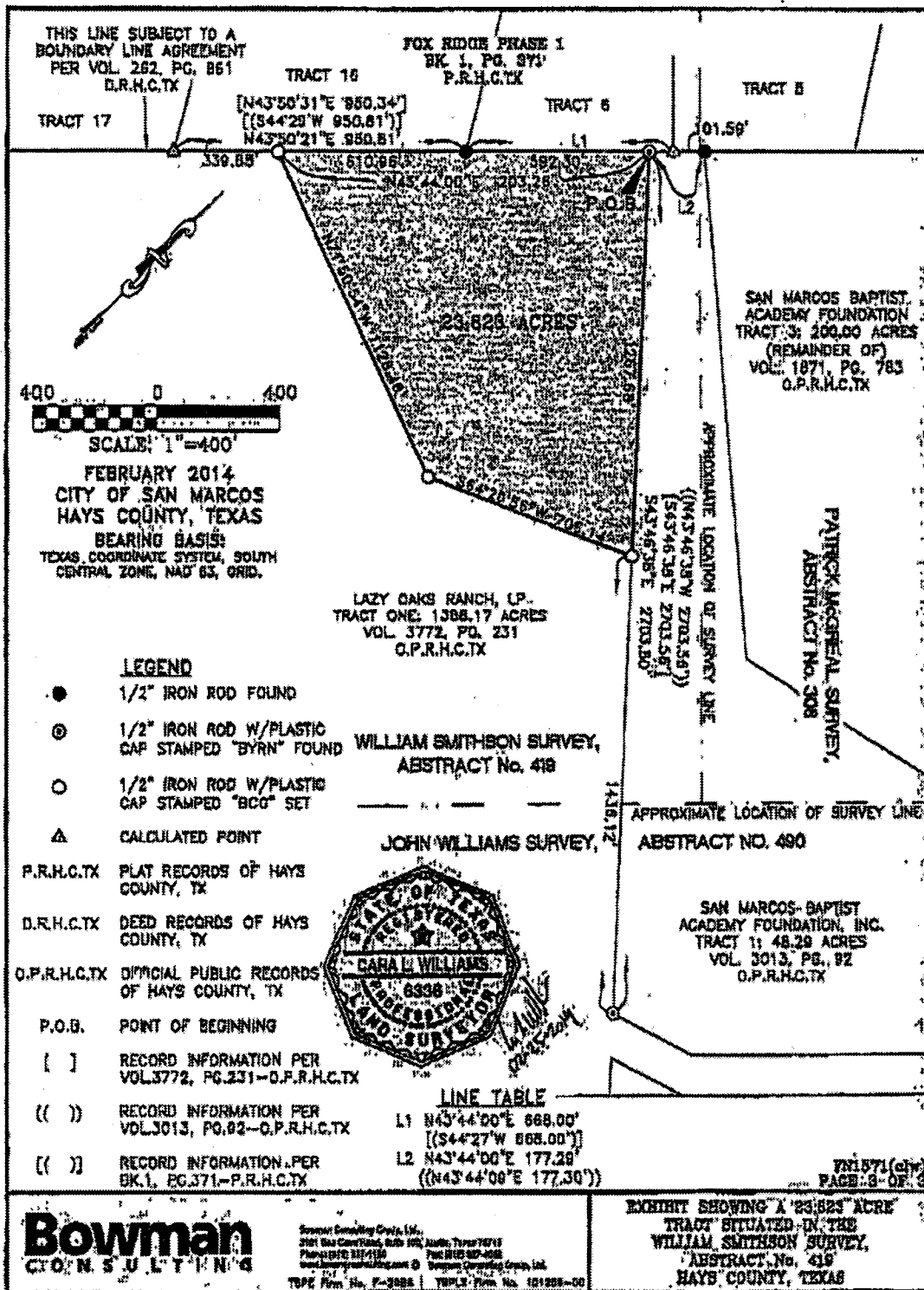


EXHIBIT C

Save and Except

2.487 Acres
John Maximilian, Jr. Survey No. 15, A-299
John Williams Survey, A-490
Hays County, Texas

Job No. 5968-01-003
FN1588(dw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.487 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 8.73 ACRE TRACT DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD., TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.487 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found in the south right-of-way line of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of said 8.73 acre tract and that called 0.112 acre tract described as "Parcel 80" in the Deed to the County of Hays of record in Volume 4388, Page 30, Official Public Records of Hays County, Texas, for the northwest corner and POINT OF BEGINNING of the tract described herein, from which a TXDOT type 1 concrete monument found in the south right-of-way line of R.M. Highway No. 12, being an angle point on the north line of the remainder of that called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 763, Official Public Records of Hays County, Texas, bears N 66°45'57" W, a distance of 988.70 feet;

THENCE S 66°45'57" E, with the south right-of-way line of R.M. Highway No. 12 and the north line of said 8.73 acre tract, with the north line of the tract described herein, a distance of 133.15 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the common north corner of said 8.73 acre tract and that called 0.005 acre tract described as "Parcel 63" in the Deed to the County of Hays of record in Volume 4388, Page 30, Official Public Records of Hays County, Texas, for the northeast corner of the tract described herein, from which a 1/2 inch iron rod found in the south right-of-way line of R.M. Highway No. 12, being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1980, Page 674, Official Public Records of Hays County, Texas, and that called 0.484 acre tract described as "Parcel 65" in the Special Warranty Deed to the County of Hays of record in Volume 4284, Page 611, Official Public Records of Hays County, Texas, bears S 66°45'57" E, a distance of 119.39 feet;

THENCE leaving the south right-of-way line of R.M. Highway No. 12, with the west line of said 0.005 acre tract, also with portions of the east line of said 8.73 acre tract and the west line of said 200.00 acre remainder tract, with a portion of the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°26'39" W, a distance of 69.57 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point in the east line of said 8.73 acre tract; and
2. S 13°08'28" W, a distance of 23.98 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the east line of said 8.73 acre tract, also being on the east line of said 200.00 acre remainder tract and the west line of said 4.337 acre tract;

THENCE S 43°22'28" W, continuing with a portion of the east line of said 8.73 acre tract, also with a portion of the west line of said 4.337 acre tract, with a portion of the east line of the tract described herein, a distance of 878.24 feet to a 1/2 inch iron rod found, being the southwest corner of said 4.337 acre tract, same being an angle point in the west line of the remainder of that called 858.9 acre tract (1/2 undivided interest) described in the Special Warranty Deed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman (Deceased), of record in Volume 358, Page 883, Deed Records of Hays County, Texas, for the southeast corner of the tract described herein;

THENCE through the interior of said 8.73 acre tract, with the south line of the tract described herein, the following two (2) courses and distances:

2.487 Acres
John Madrellian, Jr. Survey No. 15, A-299
John Williams Survey, A-490
Hays County, Texas

Job No. 5958-Q1-003
FN1588(ciw)
Page 2 of 3

1. N 48°37'22" W, a distance of 15.51 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the beginning of a curve to the left, and
2. with the arc of said curve, having a radius of 500.00 feet, an arc length of 341.10 feet, and a chord which bears N 24°08'50" E, a distance of 334.52 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, for the southWest corner of the tract described herein;

THENCE with portions of the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, and the east line of said 0.112 acre tract, with the west line of the tract described hereby, the following three (3) courses and distances:

1. N 43°25'43" E, a distance of 828.60 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,
2. N 13°24'39" E, a distance of 24.00 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,
3. N 43°28'00" E, a distance of 57.11 feet to the POINT OF BEGINNING and containing 2.487 acres of land, more or less,

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Gld.

BOWMAN WORD FILE: FN1588(ciw)


THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

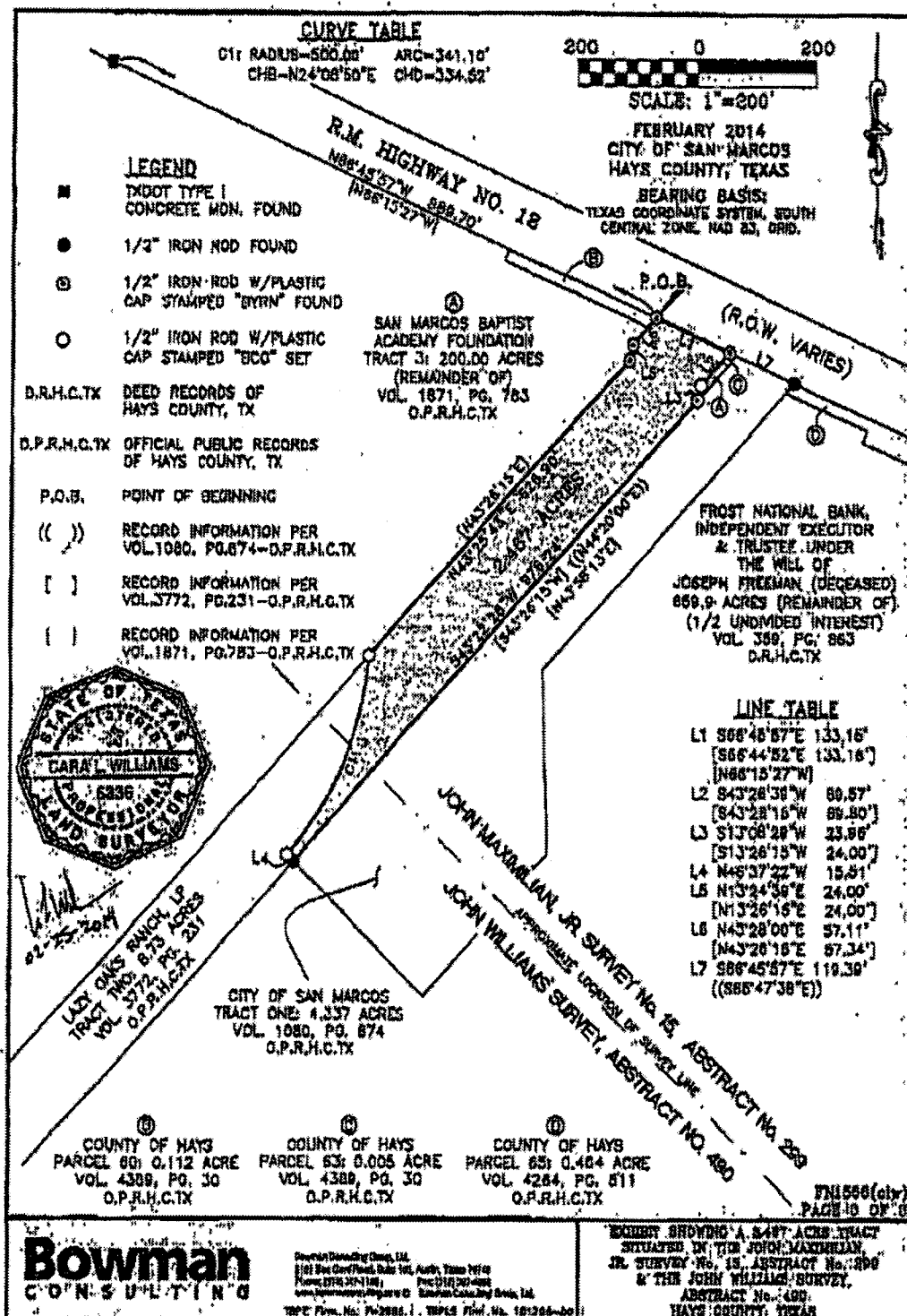
That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 15th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78748


Cara L. Williams
Registered Professional Land Surveyor
No. 6336 - State of Texas





Appendix C

Future Major Public Improvement PID Bonds – Prospective Financial Analyses

- No Future Major Public Improvement PID Bonds are anticipated to be issued at this time.

Appendix D

Neighborhood Improvement PID Bonds – Estimated Special Assessment Allocation by Parcel

Special Assessment Allocation Neighborhood Improvement Areas #1 - #4	
Residential Parcels	Total Special Assessment Allocation
Residential Parcel #1	\$ 2,115,000
Residential Parcel #2	\$ 2,860,000
Neighborhood Improvement Area #1	\$ 4,975,000
Residential Parcel #3	\$ 4,195,000
Residential Parcel #4	\$ 2,930,000
Neighborhood Improvement Area #2	\$ 7,125,000
Residential Parcel #5	\$ 8,715,000
Residential Parcel #6	\$ 7,175,000
Neighborhood Improvement Area #3	\$ 15,890,000
Residential Parcel #7	\$ 16,705,000
Residential Parcel #8	\$ 3,450,000
Neighborhood Improvement Area #4	\$ 20,155,000
Preliminary estimates and subject to change	

Appendix D-1

Neighborhood Improvement Area #1

Estimated Bond Sale Valuation Neighborhood Improvement Area #1			
	Residential Parcel #1	Residential Parcel #2	Total
Major Improvement Public Improvement Bond	\$ 1,290,000	\$ 1,080,000	\$ 2,370,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	\$ 3,870,000	\$ 3,240,000	\$ 7,110,000
Estimated Improved Land Value	\$ 8,728,500	\$ 9,720,000	\$ 18,448,500
Less: Allocated Major Public Improvement Bond	\$ 3,870,000	\$ 3,240,000	\$ 7,110,000
Estimated Post Bond Sale Valuation	\$ 4,858,500	\$ 6,480,000	\$ 11,338,500

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Estimated Authorized Improvements Neighborhood Improvement Area #1			
Description	Residential Parcel #1	Residential Parcel #2	Total
Roadway Construction	\$ 916,090	\$ 792,235	\$ 1,708,325
Drainage / Stormwater	238,980	206,670	445,650
Linear Water Quality	199,150	172,225	371,375
Lot Water Quality	80,000	63,125	143,125
Waste Water	537,330	457,170	994,500
Potable Water	448,070	380,705	828,775
Misc.	278,810	241,115	519,925
Mobilization	121,000	104,000	225,000
Survey	71,000	61,000	132,000
Design	282,000	242,000	524,000
Construction Phase Services	141,000	121,000	262,000
Detention	29,232	32,553	61,785
Central Park Loop East	-	-	-
Central Park Loop West	115,340	128,442	243,782
Residential Connector	-	-	-
Water Transmission Mains	45,555	50,729	96,284
Total Authorized Improvements	\$ 3,503,557	\$ 3,052,969	\$ 6,556,526

Note: Cost estimates provided by Bowman Consulting. The figures shown in the Estimated Costs Table are estimates, and may be revised in Annual Service Plan Updates.

**Allocation of Public Improvement Costs
Neighborhood Improvement Area #1**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	\$ 1,708,325	100%	\$ 1,708,325
Drainage / Stormwater	\$ 445,650	100%	\$ 445,650
Linear Water Quality	\$ 371,375	100%	\$ 371,375
Lot Water Quality	\$ 143,125	100%	\$ 143,125
Waste Water	\$ 994,500	100%	\$ 994,500
Potable Water	\$ 828,775	100%	\$ 828,775
Misc.	\$ 519,925	100%	\$ 519,925
Mobilization	\$ 225,000	100%	\$ 225,000
Survey	\$ 132,000	100%	\$ 132,000
Design	\$ 524,000	100%	\$ 524,000
Construction Phase Services	\$ 262,000	100%	\$ 262,000
Detention	\$ 61,785	100%	\$ 61,785
Central Park Loop East	\$ -	100%	\$ -
Central Park Loop West	\$ 243,782	100%	\$ 243,782
Residential Connector	\$ -	100%	\$ -
Water Transmission Mains	\$ 96,284	100%	\$ 96,284
Total Public Improvements	\$ 6,556,526		\$ 6,556,526

(a) See Estimated Costs Table for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis with the provision that individual parcels may have different levels of benefit and assessment for a specific Public Improvement.

**Special Assessment Allocation
Neighborhood Improvement Area #1**

Lot Width	Estimated Buildout AV (a)	% of Total Special Assessment	Gross Special Assessment	Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
50'	\$ 22,781,250	27.44%	\$ 1,365,202	\$ 13,652	\$ 1,351,550	\$ 88,902	\$ 889	\$ 88,013
60'	16,497,000	19.87%	988,609	9,886	978,723	64,378	644	63,734
70'	23,895,000	28.78%	1,431,946	14,319	1,417,626	93,248	932	92,315
80'	19,845,000	23.90%	1,189,243	11,892	1,177,351	77,443	774	76,669
135'	-	-	-	-	-	-	-	-
1 Acre	-	-	-	-	-	-	-	-
Townhome	-	-	-	-	-	-	-	-
Total	\$ 83,018,250	100.00%	\$ 4,975,000	\$ 49,750	\$ 4,925,250	\$ 323,971	\$ 3,240	\$ 320,731

(a) Estimates based on information available as of xx/xx/2015, the date the original SAP was adopted by the Commissioners Court. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioner's Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #1 PID Bond. The above estimate assumes an average 4.0% interest rate and a 30 year term and an annual administrative expense starting at \$5,000 increasing at 2.0% per year.

(b) Reflects the annual installment for the first full year after the use of the capitalized interest.

Sources and Uses of Funds
Neighborhood Improvement Area #1

Sources of Funds	
Gross Par Amount	\$ 3,780,000
Landowner Contribution (a)	3,455,207
	<u>\$ 7,235,207</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 6,556,526</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 226,737
Capitalized Interest (d)	138,544
	<u>\$ 365,282</u>
Cost of Issuance:	<u>\$ 200,000</u>
Underwriter Discount/Financial Advisor (e):	113,400
	<u>\$ 7,235,207</u>

(a) Owner will have previously funded all costs of the Neighborhood Improvement #1 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Neighborhood Improvement Area #1 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Neighborhood Improvement Area #1 PID Bond.

(d) The Neighborhood Improvement Area #1 PID Bond will include 12 months of capitalized interest.

(e) The Neighborhood Improvement Area #1 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

**Annual Projected Debt Service and Administrative Expenses
Neighborhood Improvement Area #1**

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2018	\$ -	\$ 138,544	\$ 10,000	\$ 7,560	\$ 11,340	\$ 138,544	\$ 28,900
2019	80,000	138,544	10,200	7,560	11,340	-	247,644
2020	85,000	137,642	10,404	7,036	11,100	-	251,182
2021	85,000	136,556	10,612	(143)	10,845	-	242,871
2022	85,000	135,130	10,824	319	10,564	-	241,838
Total	\$ 335,000	\$ 686,417	\$ 52,040	\$ 22,332	\$ 55,189	\$ 138,544	\$ 1,012,434

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Neighborhood Improvement Area #1 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Neighborhood Improvement Area #1 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

**Special Benefit Summary
Neighborhood Improvement Area #1**

Public Improvement	Total Cost
Total Public Improvements	\$ 6,556,526
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 226,737
Capitalized Interest	\$ 138,544
Underwriter's Discount/Financial Advisor	\$ 113,400
Cost of Issuance	\$ 200,000
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 678,682
Total	\$ 7,235,207
Projected Special Assessment	\$ 3,780,000
Excess Benefit	\$ 3,455,207

Appendix D-2

Neighborhood Improvement Area #2

Estimated Bond Sale Valuation Neighborhood Improvement Area #2			
	Residential Parcel #3	Residential Parcel #4	Total
Major Improvement Public Improvement Bond	\$ 1,860,000	\$ 1,245,000	\$ 3,105,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	\$ 5,580,000	\$ 3,735,000	\$ 9,315,000
Estimated Improved Land Value	\$ 15,012,000	\$ 11,150,500	\$ 26,162,500
Less: Allocated Major Public Improvement Bond	\$ 5,580,000	\$ 3,735,000	\$ 9,315,000
Estimated Post Bond Sale Valuation	\$ 9,432,000	\$ 7,415,500	\$ 16,847,500

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Estimated Authorized Improvements Neighborhood Improvement Area #2			
Description	Residential Parcel #3	Residential Parcel #4	Total
Roadway Construction	\$ 1,209,947	\$ 506,840	\$ 1,716,787
Drainage / Stormwater	312,607	165,300	477,907
Linear Water Quality	280,208	137,750	417,958
Lot Water Quality	184,007	76,875	260,882
Waste Water	745,345	398,375	1,143,720
Potable Water	639,157	334,050	973,207
Misc.	298,410	192,850	491,260
Mobilization	233,235	82,000	315,235
Survey	125,000	49,000	174,000
Design	295,000	190,000	485,000
Construction Phase Services	267,000	96,000	363,000
Detention	50,276	37,343	87,619
Central Park Loop East	-	-	-
Central Park Loop West	198,371	147,345	345,716
Residential Connector	-	-	-
Water Transmission Mains	78,349	58,195	136,544
Total Authorized Improvements	\$ 4,916,912	\$ 2,471,923	\$ 7,388,835

Note: Cost estimates provided by Bowman Consulting. The figures shown in the Estimated Costs Table are estimates, and may be revised in Annual Service Plan Updates.

**Allocation of Public Improvement Costs
Neighborhood Improvement Area #2**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	\$ 1,716,787	100%	\$ 1,716,787
Drainage / Stormwater	\$ 477,907	100%	\$ 477,907
Linear Water Quality	\$ 417,958	100%	\$ 417,958
Lot Water Quality	\$ 260,882	100%	\$ 260,882
Waste Water	\$ 1,143,720	100%	\$ 1,143,720
Potable Water	\$ 973,207	100%	\$ 973,207
Misc.	\$ 491,260	100%	\$ 491,260
Mobilization	\$ 315,235	100%	\$ 315,235
Survey	\$ 174,000	100%	\$ 174,000
Design	\$ 485,000	100%	\$ 485,000
Construction Phase Services	\$ 363,000	100%	\$ 363,000
Detention	\$ 87,619	100%	\$ 87,619
Central Park Loop East	\$ -	100%	\$ -
Central Park Loop West	\$ 345,716	100%	\$ 345,716
Residential Connector	\$ -	100%	\$ -
Water Transmission Mains	\$ 136,544	100%	\$ 136,544
Total Public Improvements	\$ 7,388,835		\$ 7,388,835

(a) See Estimated Costs Table for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis with the provision that individual parcels may have different levels of benefit and assessment for a specific Public Improvement.

**Special Assessment Allocation
Neighborhood Improvement Area #2**

Lot Width	Estimated Buildout AV (a)	% of Total		Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
		Special Assessment	Gross Special Assessment					
50'	\$ 27,843,750	23.65%	\$ 1,685,081	\$ 16,851	\$ 1,668,230	\$ 109,502	\$ 1,095	\$ 108,407
60'	36,855,000	31.30%	2,230,435	22,304	2,208,130	144,940	1,449	143,491
70'	34,830,000	29.58%	2,107,883	21,079	2,086,805	136,977	1,370	135,607
80'	5,197,500	4.41%	314,548	3,145	311,403	20,440	204	20,236
135'	13,005,000	11.05%	787,052	7,871	779,182	51,145	511	50,634
1 Acre	-	-	-	-	-	-	-	-
Townhome	-	-	-	-	-	-	-	-
Total	\$ 117,731,250	100.00%	\$ 7,125,000	\$ 71,250	\$ 7,053,750	\$ 463,004	\$ 4,630	\$ 458,374

(a) Estimates based on information available as of 12/31/2015, the date the original SAP was adopted by the Commissioners' Court. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioner's Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #2 PID Bond. The above estimate assumes an average 4.0% interest rate and a 30 year term and an annual administrative expense starting at \$5,000 increasing at 2.0% per year.

(b) Reflects the annual installment for the first full year after the use of the capitalized interest.

Sources and Uses of Funds
Neighborhood Improvement Area #2

Sources of Funds	
Gross Par Amount	\$ 5,615,000
Landowner Contribution (a)	2,682,195
	<u>\$ 8,297,195</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 7,388,835</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 334,268
Capitalized Interest (d)	205,642
	<u>\$ 539,910</u>
Cost of Issuance:	<u>\$ 200,000</u>
Underwriter Discount/Financial Advisor (e):	168,450
	<u>\$ 8,297,195</u>

(a) Owner will have previously funded all costs of the Neighborhood Improvement Area #2 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Neighborhood Improvement Area #2 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Neighborhood Improvement Area #2 PID Bond.

(d) The Neighborhood Improvement Area #2 PID Bond will include 12 months of capitalized interest.

(e) The Neighborhood Improvement Area #2 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

Annual Projected Debt Service and Administrative Expenses Neighborhood Improvement Area #2							
Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2020	\$ -	\$ 205,642	\$ 10,000	\$ 11,230	\$ 16,845	\$ 205,642	\$ 38,075
2021	125,000	205,642	10,200	11,230	16,845	-	368,917
2022	125,000	204,236	10,404	10,304	16,470	-	366,414
2023	125,000	202,642	10,612	(209)	16,095	-	354,139
2024	125,000	200,548	10,824	734	15,720	-	352,826
Total	\$ 500,000	\$ 1,018,709	\$ 52,040	\$ 33,289	\$ 81,975	\$ 205,642	\$ 1,480,371

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Neighborhood Improvement Area #2 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Neighborhood Improvement Area #2 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

Special Benefit Summary Neighborhood Improvement Area #2	
Public Improvement	Total Cost
Total Public Improvements	\$ 7,388,835
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 334,268
Capitalized Interest	\$ 205,642
Underwriter's Discount/Financial Advisor	\$ 168,450
Cost of Issuance	\$ 200,000
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 908,360
Total	\$ 8,297,195
Projected Special Assessment	\$ 5,615,000
Excess Benefit	\$ 2,682,195

Appendix D-3

Neighborhood Improvement Area #3

Estimated Bond Sale Valuation Neighborhood Improvement Area #3			
	Residential Parcel #5	Residential Parcel #6	Total
Major Improvement Public Improvement Bond	\$ 1,910,000	\$ 1,585,000	\$ 3,495,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	\$ 5,730,000	\$ 4,755,000	\$ 10,485,000
Estimated Improved Land Value	\$ 24,781,500	\$ 20,571,000	\$ 45,352,500
Less: Allocated Major Public Improvement Bond	\$ 5,730,000	\$ 4,755,000	\$ 10,485,000
Estimated Post Bond Sale Valuation	\$ 19,051,500	\$ 15,816,000	\$ 34,867,500

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Estimated Authorized Improvements Neighborhood Improvement Area #3			
Description	Residential Parcel #5	Residential Parcel #6	Total
Roadway Construction	\$ 1,505,422	\$ 1,508,660	\$ 3,014,082
Drainage / Stormwater	466,477	479,420	945,897
Linear Water Quality	408,433	382,100	790,533
Lot Water Quality	213,382	255,000	468,382
Waste Water	1,063,865	1,004,745	2,068,610
Potable Water	902,862	878,680	1,781,542
Misc.	477,925	395,990	873,915
Mobilization	292,235	340,875	633,110
Survey	161,000	182,000	343,000
Design	438,000	348,000	786,000
Construction Phase Services	338,000	395,000	733,000
Detention	82,994	68,893	151,887
Central Park Loop East	-	2,735,544	2,735,544
Central Park Loop West	327,467	271,829	599,296
Residential Connector	1,052,698	-	1,052,698
Water Transmission Mains	129,337	107,362	236,698
Total Authorized Improvements	\$ 7,860,097	\$ 9,354,097	\$ 17,214,194

Note: Cost estimates provided by Bowman Consulting. The figures shown in the Estimated Costs Table are estimates, and may be revised in Annual Service Plan Updates.

**Allocation of Public Improvement Costs
Neighborhood Improvement Area #3**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	\$ 3,014,082	100%	\$ 3,014,082
Drainage / Stormwater	\$ 945,897	100%	\$ 945,897
Linear Water Quality	\$ 790,533	100%	\$ 790,533
Lot Water Quality	\$ 468,382	100%	\$ 468,382
Waste Water	\$ 2,068,610	100%	\$ 2,068,610
Potable Water	\$ 1,781,542	100%	\$ 1,781,542
Misc.	\$ 873,915	100%	\$ 873,915
Mobilization	\$ 633,110	100%	\$ 633,110
Survey	\$ 343,000	100%	\$ 343,000
Design	\$ 786,000	100%	\$ 786,000
Construction Phase Services	\$ 733,000	100%	\$ 733,000
Detention	\$ 151,887	100%	\$ 151,887
Central Park Loop East	\$ 2,735,544	100%	\$ 2,735,544
Central Park Loop West	\$ 599,296	100%	\$ 599,296
Residential Connector	\$ 1,052,698	100%	\$ 1,052,698
Water Transmission Mains	\$ 236,698	100%	\$ 236,698
Total Public Improvements	\$ 17,214,194		\$ 17,214,194

(a) See Estimated Costs Table for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis with the provision that individual parcels may have different levels of benefit and assessment for a specific Public Improvement.

**Special Assessment Allocation
Neighborhood Improvement Area #3**

Lot Width	Estimated Buildout AV (a)	% of Total		Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
		Special Assessment	Gross Special Assessment					
50'	\$ 41,343,750	20.26%	\$ 3,218,993	\$ 32,190	\$ 3,186,803	\$ 205,860	\$ 2,059	\$ 203,802
60'	42,120,000	20.64%	3,279,431	32,794	3,246,637	209,726	2,097	207,628
70'	38,880,000	19.05%	3,027,167	30,272	2,996,896	193,593	1,936	191,657
80'	46,305,000	22.69%	3,605,272	36,053	3,569,219	230,564	2,306	228,258
135'	-	-	-	-	-	-	-	-
1 Acre	-	-	-	-	-	-	-	-
Villa	35,437,500	17.36%	2,759,137	27,591	2,731,545	176,452	1,765	174,687
Total	\$ 204,086,250	100.00%	\$ 15,890,000	\$ 158,900	\$ 15,731,100	\$ 1,016,194	\$ 10,162	\$ 1,006,032

(a) Estimates based on information available as of xx/xx/2015, the date the original SAP was adopted by the Commissioners Court. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioner's Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #3 PID Bond. The above estimate assumes an average 4.0% interest rate and a 30 year term and an annual administrative expense starting at \$5,000 increasing at 2.0% per year.

(b) Reflects the annual installment for the first full year after the use of the capitalized interest.

Sources and Uses of Funds
Neighborhood Improvement Area #3

Sources of Funds	
Gross Par Amount	\$ 11,625,000
Landowner Contribution (a)	7,250,848
	<u>\$ 18,875,848</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 17,214,194</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 687,192
Capitalized Interest (d)	425,713
	<u>\$ 1,112,904</u>
Cost of Issuance:	<u>\$ 200,000</u>
Underwriter Discount/Financial Advisor (e):	348,750
	<u>\$ 18,875,848</u>

(a) Owner will have previously funded all costs of the Neighborhood Improvement Area #3 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Neighborhood Improvement Area #3 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Neighborhood Improvement Area #3 PID Bond.

(d) The Neighborhood Improvement Area #3 PID Bond will include 12 months of capitalized interest.

(e) The Neighborhood Improvement Area #3 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

Annual Projected Debt Service and Administrative Expenses Neighborhood Improvement Area #3							
Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2022	\$ -	\$ 425,713	\$ 10,000	\$ 23,250	\$ 34,875	\$ 425,713	\$ 68,125
2023	255,000	425,713	10,200	23,250	34,875	-	749,038
2024	260,000	422,840	10,404	21,952	34,110	-	749,306
2025	265,000	419,520	10,612	(444)	33,330	-	728,018
2026	265,000	415,077	10,824	436	32,535	-	723,873
Total	\$ 1,045,000	\$ 2,108,862	\$ 52,040	\$ 68,444	\$ 169,725	\$ 425,713	\$ 3,018,359

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Neighborhood Improvement Area #3 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Neighborhood Improvement Area #3 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

Special Benefit Summary Neighborhood Improvement Area #3	
Public Improvement	Total Cost
Total Public Improvements	\$ 17,214,194
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 687,192
Capitalized Interest	\$ 425,713
Underwriter's Discount/Financial Advisor	\$ 348,750
Cost of Issuance	\$ 200,000
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 1,661,654
Total	\$ 18,875,848
Projected Special Assessment	\$ 11,625,000
Excess Benefit	\$ 7,250,848

Appendix D-4

Neighborhood Improvement Area #4

Estimated Bond Sale Valuation Neighborhood Improvement Area #4			
	Residential Parcel #7	Residential Parcel #8	Total
Major Improvement Public Improvement Bond	\$ 4,250,000	\$ 940,000	\$ 5,190,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	\$ 12,750,000	\$ 2,820,000	\$ 15,570,000
Estimated Improved Land Value	\$ 55,140,000	\$ 12,165,500	\$ 67,305,500
Less: Allocated Major Public Improvement Bond	\$ 12,750,000	\$ 2,820,000	\$ 15,570,000
Estimated Post Bond Sale Valuation	\$ 42,390,000	\$ 9,345,500	\$ 51,735,500

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Estimated Authorized Improvements Neighborhood Improvement Area #4			
Description	Residential Parcel #7	Residential Parcel #8	Total
Roadway Construction	\$ 2,883,288	\$ 704,835	\$ 3,588,123
Drainage / Stormwater	821,997	183,870	1,005,867
Linear Water Quality	666,661	153,225	819,886
Lot Water Quality	334,780	100,625	435,405
Waste Water	1,755,126	461,870	2,216,996
Potable Water	1,481,094	388,505	1,869,599
Misc.	812,595	214,515	1,027,110
Mobilization	475,692	100,000	575,692
Survey	267,000	58,000	325,000
Design	808,000	231,000	1,039,000
Construction Phase Services	555,000	116,000	671,000
Detention	184,666	40,743	225,409
Central Park Loop East	-	-	-
Central Park Loop West	728,630	160,757	889,387
Residential Connector	2,342,302	-	2,342,302
Water Transmission Mains	287,780	63,493	351,273
Total Authorized Improvements	\$ 14,404,611	\$ 2,977,438	\$ 17,382,048

Note: Cost estimates provided by Bowman Consulting. The figures shown in the Estimated Costs Table are estimates, and may be revised in Annual Service Plan Updates.

**Allocation of Public Improvement Costs
Neighborhood Improvement Area #4**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	\$ 3,588,123	100%	\$ 3,588,123
Drainage / Stormwater	\$ 1,005,867	100%	\$ 1,005,867
Linear Water Quality	\$ 819,886	100%	\$ 819,886
Lot Water Quality	\$ 435,405	100%	\$ 435,405
Waste Water	\$ 2,216,996	100%	\$ 2,216,996
Potable Water	\$ 1,869,599	100%	\$ 1,869,599
Misc.	\$ 1,027,110	100%	\$ 1,027,110
Mobilization	\$ 575,692	100%	\$ 575,692
Survey	\$ 325,000	100%	\$ 325,000
Design	\$ 1,039,000	100%	\$ 1,039,000
Construction Phase Services	\$ 671,000	100%	\$ 671,000
Detention	\$ 225,409	100%	\$ 225,409
Central Park Loop East	\$ -	100%	\$ -
Central Park Loop West	\$ 889,387	100%	\$ 889,387
Residential Connector	\$ 2,342,302	100%	\$ 2,342,302
Water Transmission Mains	\$ 351,273	100%	\$ 351,273
Total Public Improvements	\$ 17,382,048		\$ 17,382,048

(a) See Estimated Costs Table for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis with the provision that individual parcels may have different levels of benefit and assessment for a specific Public Improvement.

**Special Assessment Allocation
Neighborhood Improvement Area #4**

Lot Width	Estimated Buildout AV (a)	% of Total		Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
		Special Assessment	Gross Special Assessment					
50'	\$ 19,968,750	6.59%	\$ 1,328,834	\$ 13,288	\$ 1,315,545	\$ 87,422	\$ 874	\$ 86,547
60'	31,941,000	10.55%	2,125,535	21,255	2,104,280	139,835	1,398	138,437
70'	-	-	-	-	-	-	-	-
80'	163,957,500	54.13%	10,910,660	109,107	10,801,553	717,794	7,178	710,616
135'	-	-	-	-	-	-	-	-
1 Acre	57,037,500	18.83%	3,795,598	37,956	3,757,642	249,706	2,497	247,209
Townhome/Villa	29,970,000	9.90%	1,994,373	19,944	1,974,430	131,206	1,312	129,894
Total	\$ 302,874,750	100.00%	\$ 20,155,000	\$ 201,550	\$ 19,953,450	\$ 1,325,963	\$ 13,260	\$ 1,312,704

(a) Estimates based on information available as of 12/31/2015, the date the original SAP was adopted by the Commissioner's Court. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioner's Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #4 PID Bond. The above estimate assumes an average 4.0% interest rate and a 30 year term and an annual administrative expense starting at \$5,000 increasing at 2.0% per year.

(b) Reflects the annual installment for the first full year after the use of the capitalized interest.

Sources and Uses of Funds
Neighborhood Improvement Area #4

Sources of Funds	
Gross Par Amount	\$ 17,250,000
Landowner Contribution (a)	2,497,649
	<u>\$ 19,747,649</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 17,382,048</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 1,016,629
Capitalized Interest (d)	631,472
	<u>\$ 1,648,101</u>
Cost of Issuance:	<u>\$ 200,000</u>
Underwriter Discount/Financial Advisor (e):	517,500
	<u>\$ 19,747,649</u>

(a) Owner will have previously funded all costs of the Neighborhood Improvement Area #4 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Neighborhood Improvement Area #4 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Neighborhood Improvement Area #4 PID Bond.

(d) The Neighborhood Improvement Area #4 PID Bond will include 12 months of capitalized interest.

(e) The Neighborhood Improvement Area #4 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

**Annual Projected Debt Service and Administrative Expenses
Neighborhood Improvement Area #4**

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2024	\$ -	\$ 631,472	\$ 10,000	\$ 34,500	\$ 51,750	\$ 631,472	\$ 96,250
2025	380,000	631,472	10,200	34,500	51,750	-	1,107,922
2026	385,000	627,195	10,404	32,228	50,610	-	1,105,437
2027	390,000	622,285	10,612	(153)	49,455	-	1,072,198
2028	395,000	615,750	10,824	160	48,285	-	1,070,020
Total	\$ 1,550,000	\$ 3,128,173	\$ 52,040	\$ 101,235	\$ 251,850	\$ 631,472	\$ 4,451,827

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Neighborhood Improvement Area #4 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Neighborhood Improvement Area #4 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

**Special Benefit Summary
Neighborhood Improvement Area #4**

Public Improvement	Total Cost
Total Public Improvements	\$ 17,382,048
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 1,016,629
Capitalized Interest	\$ 631,472
Underwriter's Discount/Financial Advisor	\$ 517,500
Cost of Issuance	\$ 200,000
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 2,365,601
Total	\$ 19,747,649
Projected Special Assessment	\$ 17,250,000
Excess Benefit	\$ 2,497,649

Appendix E

Additional Neighborhood Improvement PID Bonds – Prospective Financial Analyses

Appendix E-1

Additional Neighborhood Improvement Area #1

Estimated Bond Sale Valuation Additional Neighborhood Improvement Area #1			
	Residential Parcel #1	Residential Parcel #2	Total
Neighborhood Improvement Area Bond	\$ 1,620,000	\$ 1,080,000	\$ 3,780,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	\$ 4,860,000	\$ 3,240,000	\$ 11,340,000
Estimated Improved Land Value	\$ 39,278,250	\$ 43,740,000	\$ 83,018,250
Less: Allocated Neighborhood Improvement Area Bond	\$ 4,860,000	\$ 3,240,000	\$ 11,340,000
Estimated Post Bond Sale Valuation	\$ 34,418,250	\$ 40,500,000	\$ 71,678,250
(a) Assuming the Minimum Required Value to Lien Ratio is 3:1			

Sources and Uses of Funds
Additional Neighborhood Improvement Area #1

Sources of Funds	
Gross Par Amount	\$ 1,195,000
Landowner Contribution (a)	2,418,447
	<u>\$ 3,613,447</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 3,455,207</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 73,984
Capitalized Interest (d)	-
	<u>\$ 73,984</u>
Cost of Issuance:	<u>\$ 48,405</u>
Underwriter Discount/Financial Advisor (e):	35,850
	<u>\$ 3,613,447</u>

(a) Owner will have previously funded all costs of the Additional Neighborhood Improvement Area #1 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Additional Neighborhood Improvement Area #1 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Additional Neighborhood Improvement Area #1 PID Bond.

(d) The Additional Neighborhood Improvement Area #1 PID Bond will include 0 months of capitalized interest.

(e) The Additional Neighborhood Improvement Area #1 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

Annual Projected Debt Service and Administrative Expenses Additional Neighborhood Improvement Area #1								
Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments	
2026	\$ 25,000	\$ 43,351	\$ 2,000	\$ 2,390	\$ 3,585	\$ -	\$ 76,326	
2027	25,000	43,094	2,040	2,340	3,510	-	75,984	
2028	25,000	42,812	2,081	2,019	3,435	-	75,347	
2029	25,000	42,493	2,122	(42)	3,360	-	72,933	
2030	25,000	42,074	2,165	(53)	2,745	-	71,931	
Total	\$ 125,000	\$ 213,824	\$ 10,408	\$ 6,654	\$ 16,635	\$ -	\$ 372,522	

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Additional Neighborhood Improvement Area #1 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Additional Neighborhood Improvement Area #1 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

Special Benefit Summary Additional Neighborhood Improvement Area #1	
Public Improvement	Total Cost
Total Public Improvements	\$ 3,455,207
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 73,984
Capitalized Interest	\$ -
Underwriter's Discount/Financial Advisor	\$ 35,850
Cost of Issuance	\$ 48,405
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 158,239
Total	\$ 3,613,447
Projected Special Assessment	\$ 1,195,000
Excess Benefit	\$ 2,418,447

Appendix E-2

Additional Neighborhood Improvement Area #2

Estimated Bond Sale Valuation Additional Neighborhood Improvement Area #2			
	Residential Parcel #3	Residential Parcel #4	Total
Neighborhood Improvement Area Bond	\$ 3,145,000	\$ 2,470,000	\$ 5,615,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	\$ 9,435,000	\$ 7,410,000	\$ 16,845,000
Estimated Improved Land Value	\$ 67,554,000	\$ 50,177,250	\$ 117,731,250
Less: Allocated Neighborhood Improvement Area Bond	\$ 9,435,000	\$ 7,410,000	\$ 16,845,000
Estimated Post Bond Sale Valuation	\$ 58,119,000	\$ 42,767,250	\$ 100,886,250

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Sources and Uses of Funds
Additional Neighborhood Improvement Area #2

Sources of Funds	
Gross Par Amount	\$ 1,510,000
Landowner Contribution (a)	1,370,523
	<u>\$ 2,880,523</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 2,682,195</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 91,863
Capitalized Interest (d)	-
	<u>\$ 91,863</u>
Cost of Issuance:	<u>\$ 61,165</u>
Underwriter Discount/Financial Advisor (e):	45,300
	<u>\$ 2,880,523</u>

(a) Owner will have previously funded all costs of the Additional Neighborhood Improvement Area #2 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Additional Neighborhood Improvement Area #2 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Additional Neighborhood Improvement Area #2 PID Bond.

(d) The Additional Neighborhood Improvement Area #2 PID Bond will include 0 months of capitalized interest.

(e) The Additional Neighborhood Improvement Area #2 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

**Annual Projected Debt Service and Administrative Expenses
Additional Neighborhood Improvement Area #2**

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2026	\$ 30,000	\$ 54,537	\$ 2,000	\$ 3,020	\$ 4,530	\$ -	\$ 94,087
2027	30,000	54,229	2,040	2,960	4,440	-	93,669
2028	35,000	53,891	2,081	2,830	4,350	-	98,152
2029	35,000	53,445	2,122	(24)	4,245	-	94,788
2030	35,000	52,858	2,165	(74)	4,020	-	93,969
Total	\$ 165,000	\$ 268,960	\$ 10,408	\$ 8,711	\$ 21,585	\$ -	\$ 474,664

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Additional Neighborhood Improvement Area #2 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Additional Neighborhood Improvement Area #2 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

**Special Benefit Summary
Additional Neighborhood Improvement Area #2**

Public Improvement	Total Cost
Total Public Improvements	\$ 2,682,195
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 91,863
Capitalized Interest	\$ -
Underwriter's Discount/Financial Advisor	\$ 45,300
Cost of Issuance	\$ 61,165
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 198,328
Total	\$ 2,880,523
Projected Special Assessment	\$ 1,510,000
Excess Benefit	\$ 1,370,523

Appendix E-3

Additional Neighborhood Improvement Area #3

Estimated Bond Sale Valuation Additional Neighborhood Improvement Area #3			
	Residential Parcel #5	Residential Parcel #6	Total
Neighborhood Improvement Area Bond	\$ 6,345,000	\$ 5,280,000	\$ 11,625,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	\$ 19,035,000	\$ 15,840,000	\$ 34,875,000
Estimated Improved Land Value	\$ 111,516,750	\$ 92,569,500	\$ 204,086,250
Less: Allocated Neighborhood Improvement Area Bond	\$ 19,035,000	\$ 15,840,000	\$ 34,875,000
Estimated Post Bond Sale Valuation	\$ 92,481,750	\$ 76,729,500	\$ 169,211,250
(a) Assuming the Minimum Required Value to Lien Ratio is 3:1			

Sources and Uses of Funds
Additional Neighborhood Improvement Area #3

Sources of Funds	
Gross Par Amount	\$ 4,265,000
Landowner Contribution (a)	3,537,022
	<u>\$ 7,802,022</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 7,250,848</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 250,464
Capitalized Interest (d)	-
	<u>\$ 250,464</u>
Cost of Issuance:	<u>\$ 172,759</u>
Underwriter Discount/Financial Advisor (e):	127,950
	<u>\$ 7,802,022</u>

(a) Owner will have previously funded all costs of the Additional Neighborhood Improvement Area #3 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Additional Neighborhood Improvement Area #3 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Additional Neighborhood Improvement Area #3 PID Bond.

(d) The Additional Neighborhood Improvement Area #3 PID Bond will include 0 months of capitalized interest.

(e) The Additional Neighborhood Improvement Area #3 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

**Annual Projected Debt Service and Administrative Expenses
Additional Neighborhood Improvement Area #3**

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2026	\$ 90,000	\$ 153,832	\$ 2,000	\$ 8,530	\$ 12,795	\$ -	\$ 267,157
2027	90,000	152,908	2,040	8,350	12,525	-	265,823
2028	90,000	151,894	2,081	7,694	12,255	-	263,924
2029	95,000	150,745	2,122	341	11,985	-	260,193
2030	100,000	149,152	2,165	(213)	11,700	-	262,804
Total	\$ 465,000	\$ 758,530	\$ 10,408	\$ 24,703	\$ 61,260	\$ -	\$ 1,319,900

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Additional Neighborhood Improvement Area #3 PID Bond and the administration of the PID. The debt service estimates are based on a 4.8% interest rate and a 30 year term for the Additional Neighborhood Improvement Area #3 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

**Special Benefit Summary
Additional Neighborhood Improvement Area #3**

Public Improvement	Total Cost
Total Public Improvements	\$ 7,250,848
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 250,464
Capitalized Interest	\$ -
Underwriter's Discount/Financial Advisor	\$ 127,950
Cost of Issuance	\$ 172,759
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 551,173
Total	\$ 7,802,022
Projected Special Assessment	\$ 4,265,000
Excess Benefit	\$ 3,537,022

Appendix E-4

Additional Neighborhood Improvement Area #4

Estimated Bond Sale Valuation Additional Neighborhood Improvement Area #4			
	Residential Parcel #7	Residential Parcel #8	Total
Neighborhood Improvement Area Bond	\$ 14,135,000	\$ 3,115,000	\$ 17,250,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	\$ 42,405,000	\$ 9,345,000	\$ 51,750,000
Estimated Improved Land Value	\$ 248,130,000	\$ 54,744,750	\$ 302,874,750
Less: Allocated Neighborhood Improvement Area Bond	\$ 42,405,000	\$ 9,345,000	\$ 51,750,000
Estimated Post Bond Sale Valuation	\$ 205,725,000	\$ 45,399,750	\$ 251,124,750
(a) Assuming the Minimum Required Value to Lien Ratio is 3:1			

Sources and Uses of Funds
Additional Neighborhood Improvement Area #4

Sources of Funds	
Gross Par Amount	\$ 2,905,000
Landowner Contribution (a)	5,984
	<u>\$ 2,910,984</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 2,497,649</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 208,514
Capitalized Interest (d)	-
	<u>\$ 208,514</u>
Cost of Issuance:	<u>\$ 117,671</u>
Underwriter Discount/Financial Advisor (e):	87,150
	<u>\$ 2,910,984</u>

(a) Owner will have previously funded all costs of the Additional Neighborhood Improvement Area #4 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Additional Neighborhood Improvement Area #4 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Additional Neighborhood Improvement Area #4 PID Bond.

(d) The Additional Neighborhood Improvement Area #4 PID Bond will include 0 months of capitalized interest.

(e) The Additional Neighborhood Improvement Area #4 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

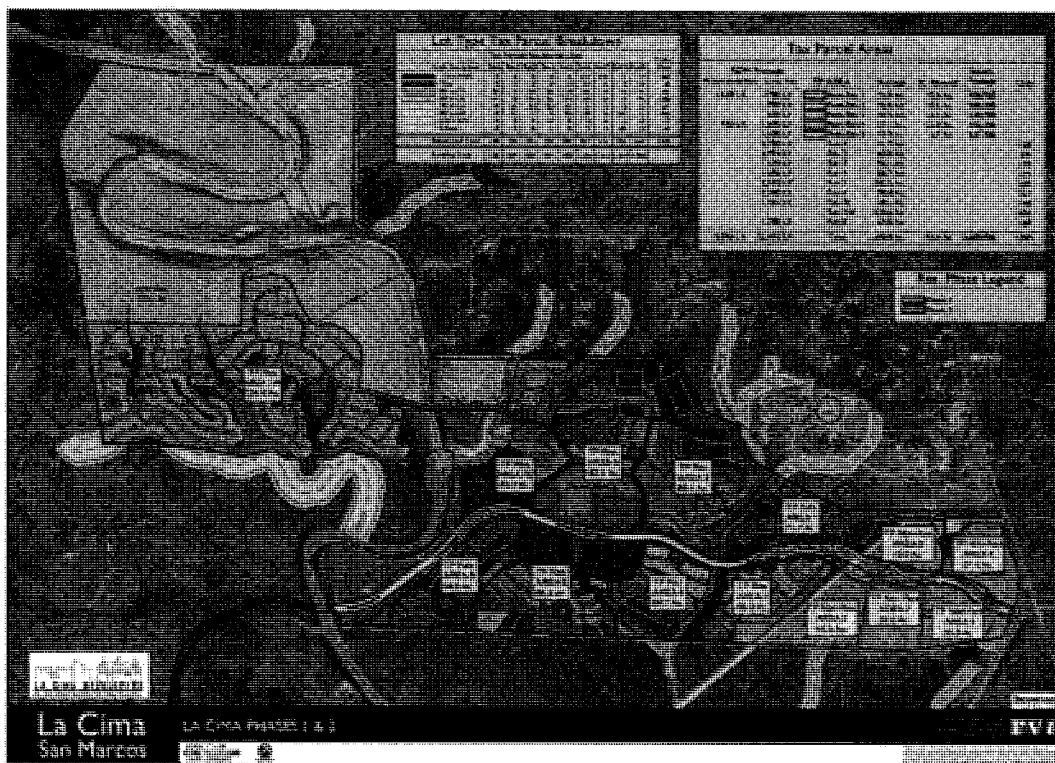
Annual Projected Debt Service and Administrative Expenses Additional Neighborhood Improvement Area #4								
Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments	
2026	\$ 45,000	\$ 156,516	\$ 2,000	\$ 5,810	\$ 8,715	\$ -	\$ 218,041	
2027	45,000	155,299	2,040	5,720	8,580	-	216,639	
2028	45,000	154,036	2,081	5,355	8,445	-	214,918	
2029	50,000	152,707	2,122	3,216	8,310	-	216,355	
2030	50,000	151,018	2,165	309	8,160	-	211,652	
Total	\$ 235,000	\$ 769,577	\$ 10,408	\$ 20,411	\$ 42,210	\$ -	\$ 1,077,605	

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Additional Neighborhood Improvement Area #4 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Additional Neighborhood Improvement Area #4 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

Special Benefit Summary Additional Neighborhood Improvement Area #4	
Public Improvement	Total Cost
Total Public Improvements	\$ 2,497,649
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 208,514
Capitalized Interest	\$ -
Underwriter's Discount/Financial Advisor	\$ 87,150
Cost of Issuance	\$ 117,671
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 413,334
Total	\$ 2,910,984
Projected Special Assessment	\$ 2,905,000
Excess Benefit	\$ 5,984

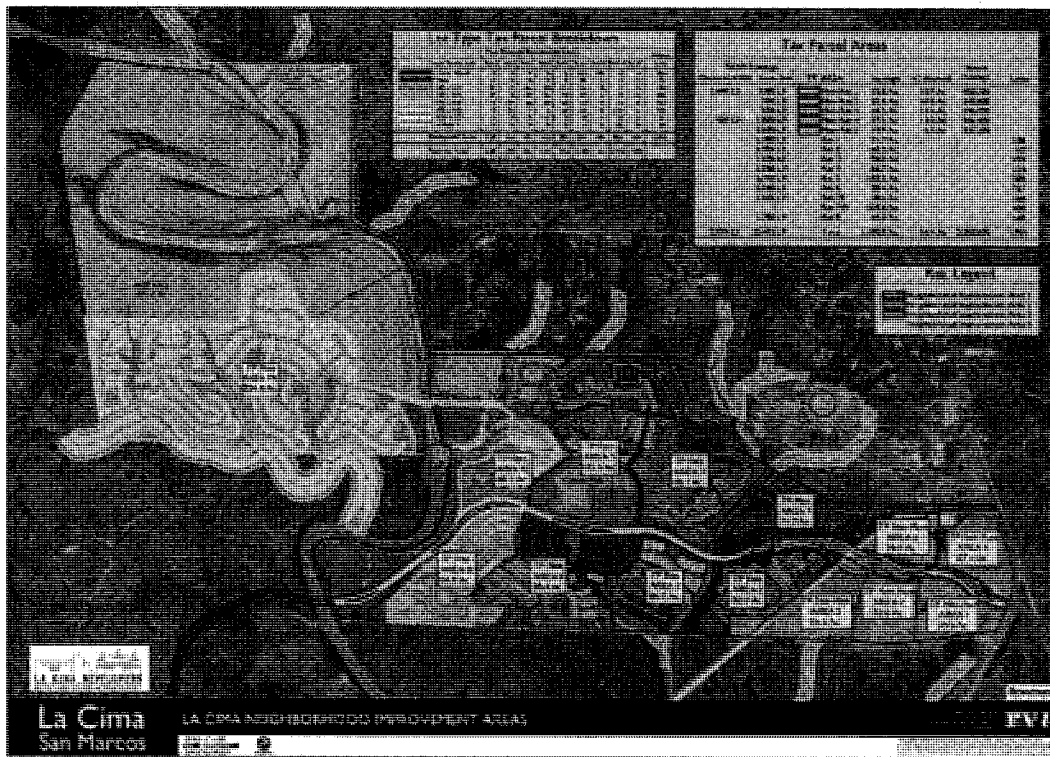
Appendix F

Current Residential Parcels, Future Residential Parcels, Non-Residential Parcels



Appendix G

Neighborhood Improvement Areas



Appendix H

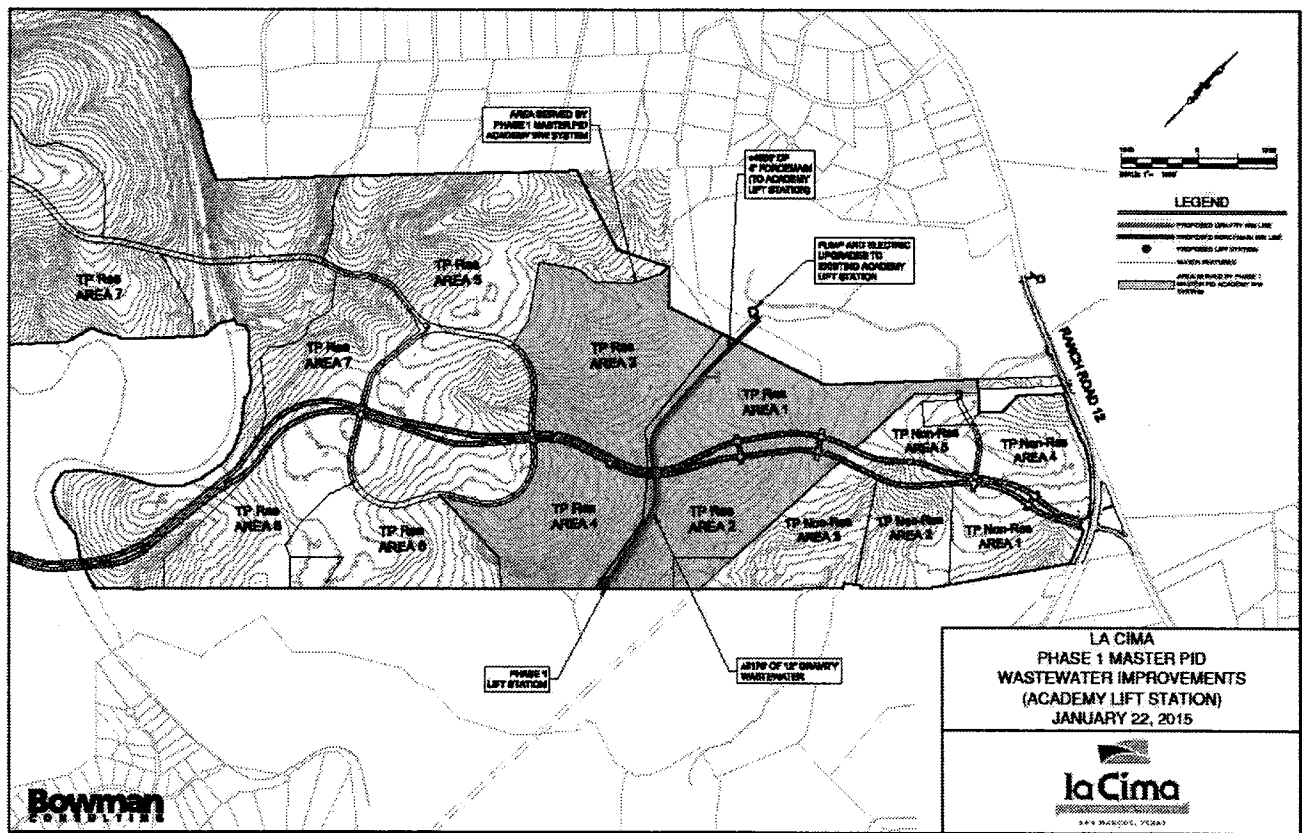
Phase 1 Major Improvement PID Water Improvements

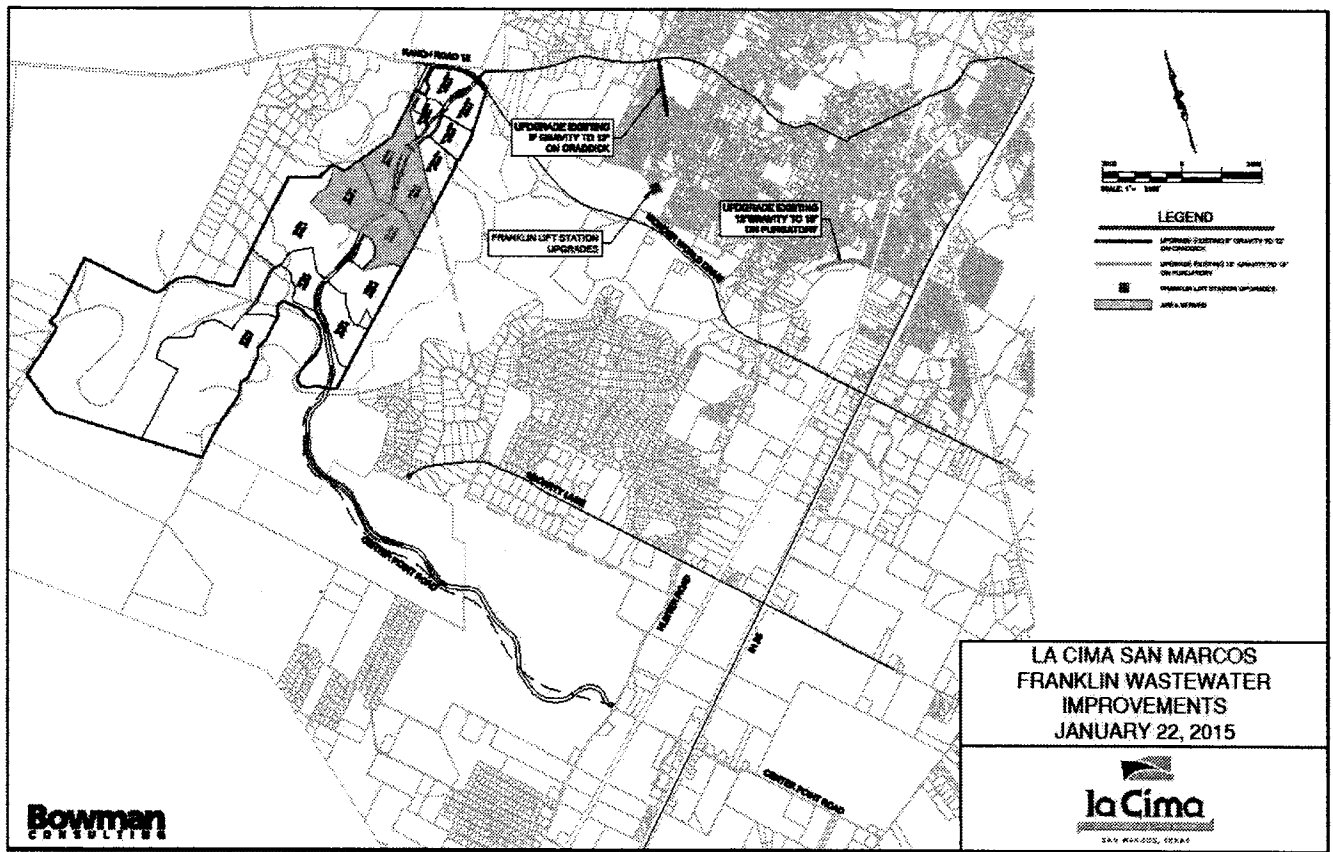
Phase 1 Major Improvement PID Wastewater Improvements

Franklin Wastewater Improvements

Phase 1 Major Improvement PID Road Improvements

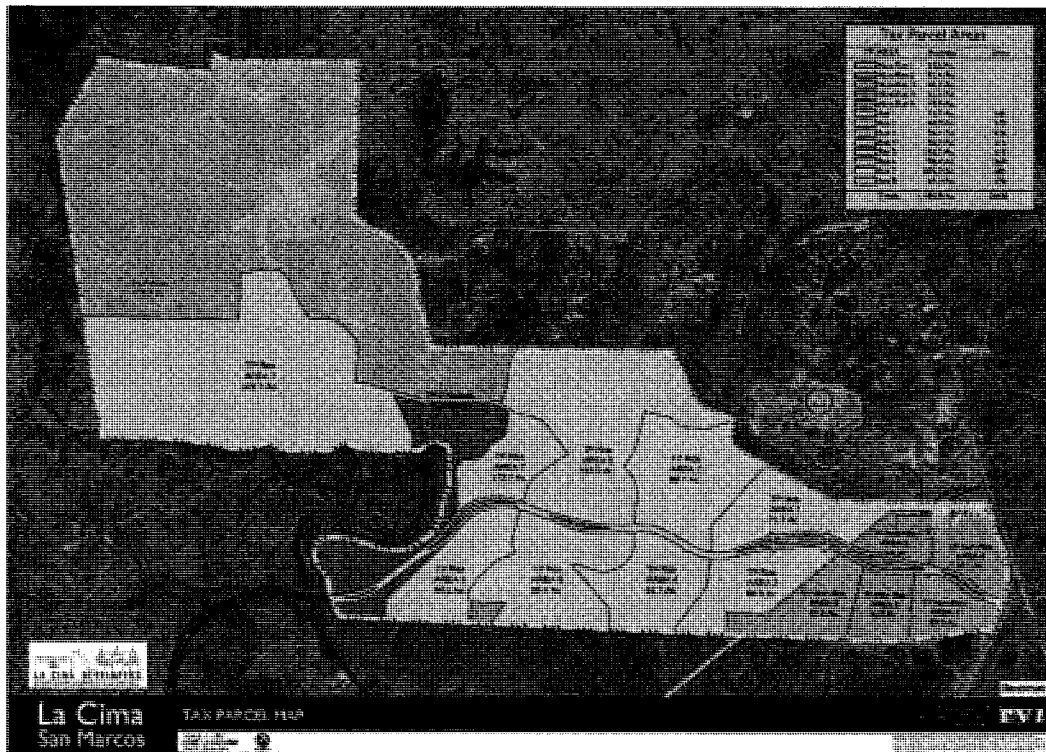






Appendix I

Parcel Map



Appendix J

Allocation of Major Improvements by Parcel

Cost Allocation by Parcel														
Cost Category	Net Costs to be Allocated	Non-Residential					Residential							
		1	2	3	4	5	1	2	3	4	5	6	7	8
Water	\$ 3,729,795	X	X	X	X	X	X	X	X	X	X	X	X	X
Wastewater - Academy LS	\$ 1,945,987	-	-	-	-	-	X	X	X	X	-	-	-	-
Wastewater - Franklin Improvements	\$ 719,033	-	-	-	-	-	X	X	X	X	-	-	-	-
Wastewater - Hunter Road	\$ 568,000	X	X	X	X	X	-	-	-	-	X	X	X	X
Central Park Loop Road	\$ 990,154	X	X	X	X	X	X	X	X	X	X	X	X	X
Center Point From RR12 to Central Park Loop	\$ 7,109,257	X	X	X	X	X	X	X	X	X	X	X	X	X
Secondary Entry Road at Academy	\$ 1,044,383	X	X	X	X	X	X	X	X	X	X	X	X	X
Soft Costs from 9/1/13 to 4/30/15	\$ 1,343,041	X	X	X	X	X	X	X	X	X	X	X	X	X
Projected Soft Costs - 5/1/15 through Closing	\$ 150,000	X	X	X	X	X	X	X	X	X	X	X	X	X
Total Major Improvements - Phase 1	\$ 17,599,650													

Cost Category - Cost Allocation	Net Costs to be Allocated	Non-Residential					Residential							
		1	2	3	4	5	1	2	3	4	5	6	7	8
Water	\$ 3,729,795	\$ 290,472	\$ 281,827	\$ 384,702	\$ 320,729	\$ 172,035	\$ 126,543	\$ 140,917	\$ 217,639	\$ 161,656	\$ 359,273	\$ 298,231	\$ 799,400	\$ 176,371
Wastewater - Academy LS	\$ 1,945,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380,748	\$ 423,998	\$ 654,842	\$ 486,399	\$ -	\$ -	\$ -	\$ -
Wastewater - Franklin Improvements	\$ 719,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,685	\$ 156,665	\$ 241,961	\$ 179,722	\$ -	\$ -	\$ -	\$ -
Wastewater - Hunter Road	\$ 568,000	\$ 53,515	\$ 51,922	\$ 70,875	\$ 59,089	\$ 31,695	\$ -	\$ -	\$ -	\$ -	\$ 66,190	\$ 54,944	\$ 147,276	\$ 32,494
Central Park Loop Road	\$ 990,154	\$ 77,112	\$ 74,817	\$ 102,127	\$ 85,144	\$ 45,670	\$ 33,593	\$ 37,409	\$ 57,777	\$ 42,915	\$ 95,377	\$ 79,172	\$ 212,218	\$ 46,822
Center Point From RR12 to Central Park Loop	\$ 7,109,257	\$ 553,660	\$ 537,182	\$ 733,270	\$ 611,333	\$ 327,912	\$ 241,199	\$ 268,598	\$ 414,835	\$ 308,128	\$ 684,801	\$ 568,450	\$ 1,523,714	\$ 336,176
Secondary Entry Road at Academy	\$ 1,044,383	\$ 81,335	\$ 78,915	\$ 107,721	\$ 89,808	\$ 48,172	\$ 35,433	\$ 39,458	\$ 60,941	\$ 45,265	\$ 100,600	\$ 83,508	\$ 223,841	\$ 49,386
Soft Costs from 9/1/13 to 4/30/15	\$ 1,343,041	\$ 104,394	\$ 101,481	\$ 138,525	\$ 115,490	\$ 61,947	\$ 45,566	\$ 50,742	\$ 78,368	\$ 58,210	\$ 129,369	\$ 107,388	\$ 287,851	\$ 63,508
Projected Soft Costs - 5/1/15 through Closing	\$ 150,000	\$ 11,682	\$ 11,334	\$ 15,471	\$ 12,899	\$ 6,919	\$ 5,089	\$ 5,667	\$ 8,753	\$ 6,501	\$ 14,449	\$ 11,994	\$ 32,149	\$ 7,093
Total Major Improvements - Phase 1	\$ 17,599,650	\$ 1,172,369	\$ 1,137,477	\$ 1,552,691	\$ 1,294,491	\$ 694,350	\$ 1,008,857	\$ 1,123,456	\$ 1,735,116	\$ 1,288,796	\$ 1,450,059	\$ 1,203,687	\$ 3,226,450	\$ 711,849

Appendix K

Special Assessments by Lot Type by Parcel – Major Public Improvement PID Bond

Assessment Allocation											
Residential Parcel 1	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	81	\$ 5,062,500	\$ 22,781,250	\$ 740,714	\$ 55,672	\$ 9,145	\$ 687	\$ 0.24
	60'	\$ 78,000	\$ 351,000	47	\$ 3,666,000	\$ 16,497,000	\$ 536,386	\$ 40,315	\$ 11,412	\$ 858	\$ 0.24
	70'	\$ 90,000	\$ 405,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	80'	\$ 105,000	\$ 472,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			128	\$ 8,728,500	\$ 39,278,250	\$ 1,277,100	\$ 95,987			\$ 0.24
	HOA						\$ 12,900	\$ 970			
	Total			128	\$ 8,728,500	\$ 39,278,250	\$ 1,290,000	\$ 96,957			\$ 0.25
Residential Parcel 2	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	60'	\$ 78,000	\$ 351,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	70'	\$ 90,000	\$ 405,000	59	\$ 5,310,000	\$ 23,895,000	\$ 584,100	\$ 43,901	\$ 9,900	\$ 744	\$ 0.18
	80'	\$ 105,000	\$ 472,500	42	\$ 4,410,000	\$ 19,845,000	\$ 485,100	\$ 36,460	\$ 11,550	\$ 868	\$ 0.18
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			101	\$ 9,720,000	\$ 43,740,000	\$ 1,069,200	\$ 80,362			\$ 0.18
	HOA						\$ 10,800	\$ 812			
	Total			101	\$ 9,720,000	\$ 43,740,000	\$ 1,080,000	\$ 81,173			\$ 0.19
Residential Parcel 3	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	66	\$ 4,125,000	\$ 18,562,500	\$ 505,980	\$ 38,030	\$ 7,666	\$ 576	\$ 0.20
	60'	\$ 78,000	\$ 351,000	69	\$ 5,382,000	\$ 24,219,000	\$ 660,166	\$ 49,618	\$ 9,568	\$ 719	\$ 0.20
	70'	\$ 90,000	\$ 405,000	53	\$ 4,770,000	\$ 21,465,000	\$ 585,097	\$ 43,976	\$ 11,040	\$ 830	\$ 0.20
	80'	\$ 105,000	\$ 472,500	7	\$ 735,000	\$ 3,307,500	\$ 90,156	\$ 6,776	\$ 12,879	\$ 968	\$ 0.20
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			195	\$ 15,012,000	\$ 67,554,000	\$ 1,841,400	\$ 138,400			\$ 0.20
	HOA						\$ 18,600	\$ 1,398			
	Total			195	\$ 15,012,000	\$ 67,554,000	\$ 1,860,000	\$ 139,798			\$ 0.21
Residential Parcel 4	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	33	\$ 2,062,500	\$ 9,281,250	\$ 227,984	\$ 17,135	\$ 6,909	\$ 519	\$ 0.18
	60'	\$ 78,000	\$ 351,000	36	\$ 2,808,000	\$ 12,636,000	\$ 310,390	\$ 23,329	\$ 8,622	\$ 648	\$ 0.18
	70'	\$ 90,000	\$ 405,000	33	\$ 2,970,000	\$ 13,365,000	\$ 328,297	\$ 24,675	\$ 9,948	\$ 748	\$ 0.18
	80'	\$ 105,000	\$ 472,500	4	\$ 420,000	\$ 1,890,000	\$ 46,426	\$ 3,489	\$ 11,606	\$ 872	\$ 0.18
	135'	\$ 170,000	\$ 765,000	17	\$ 2,890,000	\$ 13,005,000	\$ 319,454	\$ 24,010	\$ 18,791	\$ 1,412	\$ 0.18
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			123	\$ 11,150,500	\$ 50,177,250	\$ 1,232,550	\$ 92,639			\$ 0.18
	HOA						\$ 12,450	\$ 936			
	Total			123	\$ 11,150,500	\$ 50,177,250	\$ 1,245,000	\$ 93,575			\$ 0.19

Appendix K

Special Assessments by Lot Type by Parcel – Major Public Improvement PID Bond

Assessment Allocation											
Residential Parcel 5	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	111	\$ 6,937,500	\$ 31,218,750	\$ 529,351	\$ 39,786	\$ 4,769	\$ 358	\$ 0.13
	60'	\$ 78,000	\$ 351,000	73	\$ 5,694,000	\$ 25,623,000	\$ 434,469	\$ 32,655	\$ 5,952	\$ 447	\$ 0.13
	70'	\$ 90,000	\$ 405,000	65	\$ 5,850,000	\$ 26,325,000	\$ 446,372	\$ 33,549	\$ 6,867	\$ 516	\$ 0.13
	80'	\$ 105,000	\$ 472,500	60	\$ 6,300,000	\$ 28,350,000	\$ 480,708	\$ 36,130	\$ 8,012	\$ 602	\$ 0.13
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			309	\$ 24,781,500	\$ 111,516,750	\$ 1,890,900	\$ 142,121			\$ 0.13
	HOA						\$ 19,100	\$ 1,436			
Total			309	\$ 24,781,500	\$ 111,516,750	\$ 1,910,000	\$ 143,556			\$ 0.13	
Residential Parcel 6	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	36	\$ 2,250,000	\$ 10,125,000	\$ 171,629	\$ 12,900	\$ 4,767	\$ 358	\$ 0.13
	60'	\$ 78,000	\$ 351,000	47	\$ 3,666,000	\$ 16,497,000	\$ 279,641	\$ 21,018	\$ 5,950	\$ 447	\$ 0.13
	70'	\$ 90,000	\$ 405,000	31	\$ 2,790,000	\$ 12,555,000	\$ 212,820	\$ 15,996	\$ 6,865	\$ 516	\$ 0.13
	80'	\$ 105,000	\$ 472,500	38	\$ 3,990,000	\$ 17,955,000	\$ 304,356	\$ 22,876	\$ 8,009	\$ 602	\$ 0.13
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	175	\$ 7,875,000	\$ 35,437,500	\$ 600,703	\$ 45,149	\$ 3,433	\$ 258	\$ 0.13
	SubTotal			327	\$ 20,571,000	\$ 92,569,500	\$ 1,569,150	\$ 117,938			\$ 0.13
	HOA						\$ 15,850	\$ 1,191			
Total			327	\$ 20,571,000	\$ 92,569,500	\$ 1,585,000	\$ 119,129			\$ 0.13	
Residential Parcel 7	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	60'	\$ 78,000	\$ 351,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	70'	\$ 90,000	\$ 405,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	80'	\$ 105,000	\$ 472,500	341	\$ 35,805,000	\$ 161,122,500	\$ 2,732,128	\$ 205,348	\$ 8,012	\$ 602	\$ 0.13
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	65	\$ 12,675,000	\$ 57,037,500	\$ 967,176	\$ 72,693	\$ 14,880	\$ 1,118	\$ 0.13
	Townhome	\$ 45,000	\$ 202,500	148	\$ 6,660,000	\$ 29,970,000	\$ 508,196	\$ 38,196	\$ 3,434	\$ 258	\$ 0.13
	SubTotal			554	\$ 55,140,000	\$ 248,130,000	\$ 4,207,500	\$ 316,237			\$ 0.13
	HOA						\$ 42,500	\$ 3,194			
Total			554	\$ 55,140,000	\$ 248,130,000	\$ 4,250,000	\$ 319,432			\$ 0.13	
Residential Parcel 8	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	71	\$ 4,437,500	\$ 19,968,750	\$ 339,447	\$ 25,513	\$ 4,781	\$ 359	\$ 0.13
	60'	\$ 78,000	\$ 351,000	91	\$ 7,098,000	\$ 31,941,000	\$ 542,962	\$ 40,809	\$ 5,967	\$ 448	\$ 0.13
	70'	\$ 90,000	\$ 405,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	80'	\$ 105,000	\$ 472,500	6	\$ 630,000	\$ 2,835,000	\$ 48,192	\$ 3,622	\$ 8,032	\$ 604	\$ 0.13
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			168	\$ 12,165,500	\$ 54,744,750	\$ 930,600	\$ 69,944			\$ 0.13
	HOA						\$ 9,400	\$ 707			
Total			168	\$ 12,165,500	\$ 54,744,750	\$ 940,000	\$ 70,651			\$ 0.13	
All Non-Residential	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	Retail		\$ 225	360,000		\$ 81,000,000	\$ 898,128	\$ 67,504	\$ 2.49	\$ 0.19	\$ 0.08
	Office		\$ 225	1,640,000		\$ 369,000,000	\$ 4,091,472	\$ 307,517	\$ 2.49	\$ 0.19	\$ 0.08
	SubTotal			2,000,000		\$ 450,000,000	\$ 4,989,600	\$ 375,020			\$ 0.08
	HOA						\$ 50,400	\$ 3,788			
Total				2,000,000		\$ 450,000,000	\$ 5,040,000	\$ 378,809			\$ 0.08

Appendix L

Neighborhood Improvement Area upon Project Build Out

Assessment Allocation												
Neighborhood Improvement Area #1	Average			Units	Improved Lot		Total	Annual		Annual		Equivalent Tax Rate (per \$100/AV)
	Lot Width	Finished Lot Price	Estimated AV per Unit		Value	Assessed Value		Assessment	Installment (1st Year)	Assessment per Unit	Installment per Unit	
	50'	\$ 62,500	\$ 281,250	81	\$ 5,062,500	\$ 22,781,250	\$ 1,995,405	\$ 136,405	\$ 24,635	\$ 1,684	\$ 0.60	
	60'	\$ 78,000	\$ 351,000	47	\$ 3,666,000	\$ 16,497,000	\$ 1,444,969	\$ 98,777	\$ 30,744	\$ 2,102	\$ 0.60	
	70'	\$ 90,000	\$ 405,000	59	\$ 5,310,000	\$ 23,895,000	\$ 2,092,958	\$ 143,074	\$ 35,474	\$ 2,425	\$ 0.60	
	80'	\$ 105,000	\$ 472,500	42	\$ 4,410,000	\$ 19,845,000	\$ 1,738,219	\$ 118,824	\$ 41,386	\$ 2,829	\$ 0.60	
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	SubTotal				229	\$ 18,448,500	\$ 83,018,250	\$ 7,271,550	\$ 497,080			
HOA							\$ 73,450	\$ 5,021				
Total				229	\$ 18,448,500	\$ 83,018,250	\$ 7,345,000	\$ 502,101				
Neighborhood Improvement Area #2	Average			Units	Improved Lot		Total	Annual		Annual		Equivalent Tax Rate (per \$100/AV)
	Lot Width	Finished Lot Price	Estimated AV per Unit		Value	Assessed Value		Assessment	Installment (1st Year)	Assessment per Unit	Installment per Unit	
	50'	\$ 62,500	\$ 281,250	99	\$ 6,187,500	\$ 27,843,750	\$ 2,395,228	\$ 163,048	\$ 24,194	\$ 1,647	\$ 0.59	
	60'	\$ 78,000	\$ 351,000	105	\$ 8,190,000	\$ 36,855,000	\$ 3,170,410	\$ 215,816	\$ 30,194	\$ 2,055	\$ 0.59	
	70'	\$ 90,000	\$ 405,000	86	\$ 7,740,000	\$ 34,830,000	\$ 2,996,212	\$ 203,958	\$ 34,840	\$ 2,372	\$ 0.59	
	80'	\$ 105,000	\$ 472,500	11	\$ 1,155,000	\$ 5,197,500	\$ 451,625	\$ 30,743	\$ -	\$ -	\$ -	
	135'	\$ 170,000	\$ 765,000	17	\$ 2,890,000	\$ 13,005,000	\$ 1,130,041	\$ 76,924	\$ -	\$ -	\$ -	
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	SubTotal				318	\$ 26,162,500	\$ 117,731,250	\$ 10,127,700	\$ 689,413			
HOA							\$ 102,300	\$ 6,964				
Total				318	\$ 26,162,500	\$ 117,731,250	\$ 10,230,000	\$ 696,377				
Neighborhood Improvement Area #3	Average			Units	Improved Lot		Total	Annual		Annual		Equivalent Tax Rate (per \$100/AV)
	Lot Width	Finished Lot Price	Estimated AV per Unit		Value	Assessed Value		Assessment	Installment (1st Year)	Assessment per Unit	Installment per Unit	
	50'	\$ 62,500	\$ 281,250	147	\$ 9,187,500	\$ 41,343,750	\$ 3,887,739	\$ 256,484	\$ 26,447	\$ 1,745	\$ 0.62	
	60'	\$ 78,000	\$ 351,000	120	\$ 9,360,000	\$ 42,120,000	\$ 3,960,733	\$ 261,300	\$ 33,006	\$ 2,178	\$ 0.62	
	70'	\$ 90,000	\$ 405,000	96	\$ 8,640,000	\$ 38,880,000	\$ 3,656,062	\$ 241,200	\$ 38,084	\$ 2,513	\$ 0.62	
	80'	\$ 105,000	\$ 472,500	98	\$ 10,290,000	\$ 46,305,000	\$ 4,354,268	\$ 287,263	\$ 44,431	\$ 2,931	\$ 0.62	
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Villa	\$ 45,000	\$ 202,500	175	\$ 7,875,000	\$ 35,437,500	\$ 3,332,348	\$ 219,844	\$ -	\$ -	\$ -	
	SubTotal				636	\$ 45,352,500	\$ 204,086,250	\$ 19,191,150	\$ 1,266,091			
HOA							\$ 193,850	\$ 12,789				
Total				636	\$ 45,352,500	\$ 204,086,250	\$ 19,385,000	\$ 1,278,880				
Neighborhood Improvement Area #4	Average			Units	Improved Lot		Total	Annual		Annual		Equivalent Tax Rate (per \$100/AV)
	Lot Width	Finished Lot Price	Estimated AV per Unit		Value	Assessed Value		Assessment	Installment (1st Year)	Assessment per Unit	Installment per Unit	
	50'	\$ 62,500	\$ 281,250	71	\$ 4,437,500	\$ 19,968,750	\$ 1,654,304	\$ 112,009	\$ -	\$ -	\$ -	
	60'	\$ 78,000	\$ 351,000	91	\$ 7,098,000	\$ 31,941,000	\$ 2,646,141	\$ 179,163	\$ -	\$ -	\$ -	
	70'	\$ 90,000	\$ 405,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	80'	\$ 105,000	\$ 472,500	347	\$ 36,435,000	\$ 163,957,500	\$ 13,583,000	\$ 919,671	\$ 39,144	\$ 2,650	\$ 0.56	
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	1 Acre	\$ 195,000	\$ 877,500	65	\$ 12,675,000	\$ 57,037,500	\$ 4,725,251	\$ 319,935	\$ -	\$ -	\$ -	
	Townhome/Villa	\$ 45,000	\$ 202,500	148	\$ 6,660,000	\$ 29,970,000	\$ 2,482,854	\$ 168,108	\$ 16,776	\$ 1,136	\$ 0.56	
	SubTotal				722	\$ 67,305,500	\$ 302,874,750	\$ 25,091,550	\$ 1,698,885			
HOA							\$ 253,450	\$ 17,160				
Total				722	\$ 67,305,500	\$ 302,874,750	\$ 25,345,000	\$ 1,716,046				
Commercial	Average			SF	Improved Lot		Total	Annual		Annual		Equivalent Tax Rate (per \$100/AV)
	Lot Width	Finished Lot Price	Estimated AV per Unit		Value	Assessed Value		Assessment	Installment (1st Year)	Assessment per Unit	Installment per Unit	
	Retail	\$	225	360,000	\$	\$ 81,000,000	\$ 907,200	\$ 68,186	\$ 2.52	\$ 0.19	\$ 0.08	
	Office	\$	225	1,640,000	\$	\$ 369,000,000	\$ 4,132,800	\$ 310,623	\$ 2.52	\$ 0.19	\$ 0.08	
	SubTotal				2,000,000	\$	\$ 450,000,000	\$ 4,989,600	\$ 375,020			
HOA							\$ 50,400	\$ 3,788				
Total				2,000,000	\$	\$ 450,000,000	\$ 5,040,000	\$ 378,809				
Total					Assessed Value		Total	Annual		Equivalent Tax		
							Assessment	Installment (1st Year)		Rate (per \$100/AV)		
Total					\$ 1,157,710,500		\$ 67,345,000	\$ 4,572,212				

Appendix M

Proposed Chronology of PID Bond Issues

<p>Series 2015</p> <p>\$19.20mm Major Improvement Bonds</p> <ul style="list-style-type: none"> • Approximately \$10,078 of Debt Per Home⁽¹⁾ • MI FBT • NIB FBT 	<p>Improvement Area #1 – 2017</p> <p>\$3.78mm Neighborhood Improvement Bonds</p> <p>Approximately \$16,507 of Debt Per Home⁽¹⁾</p>
	<p>Additional Improvement Area #1 - Neighborhood Improvement Bonds</p>
	<p>Improvement Area #2 – 2019</p> <p>\$5.61mm Neighborhood Improvement Bonds</p> <p>Approximately \$17,657 of Debt Per Home⁽¹⁾</p>
	<p>Additional Improvement Area #2 Neighborhood Improvement Bonds</p>
	<p>Improvement Area #3 – 2021</p> <p>\$11.62mm Neighborhood Improvement Bonds</p> <p>Approximately \$18,278 of Debt Per Home⁽¹⁾</p>
	<p>Additional Improvement Area #3 Neighborhood Improvement Bonds</p>
	<p>Improvement Area #4 – 2023</p> <p>\$17.25mm Neighborhood Improvement Bonds</p> <p>Approximately \$23,892 of Debt Per Home⁽¹⁾</p>
	<p>Additional Improvement Area #4 Neighborhood Improvement Bonds</p>

⁽¹⁾ Based on DPFG analysis 5.22.15. All numbers are preliminary and subject to change.

Jefferies

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to adopt a Resolution of the Commissioners Court of Hays County, Texas Approving and Authorizing the County Judge to execute a La Cima Public Improvement District, Neighborhood Improvement Area #2 Landowner Agreement by and between Hays County, Texas, and LCSM Ph.2, LLC.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the “Court”) of Hays County, Texas (the “County”), convened on the 25th day of February, 2020 in regular session at the regular meeting place of the Court in the County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas (the “Meeting”), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except _____, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the “Resolution”) entitled:

A RESOLUTION OF HAYS COUNTY, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LA CIMA PUBLIC IMPROVEMENT DISTRICT, NEIGHBORHOOD IMPROVEMENT AREA #2 LANDOWNER AGREEMENT BY AND BETWEEN HAYS COUNTY, TEXAS AND LCSM Ph .2, LLC.

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner ____ that the Resolution be passed and adopted. The motion was seconded by Commissioner ____ and carried by the following vote:

__ voted “For” __ voted “Against” __ “Abstained”

all as shown in the official Minutes of the Court for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2020.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF HAYS COUNTY, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LA CIMA PUBLIC IMPROVEMENT DISTRICT, NEIGHBORHOOD IMPROVEMENT AREA #2 LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENT BY AND BETWEEN HAYS COUNTY, TEXAS AND LCSM Ph. 2, LLC.

WHEREAS, the Commissioners Court of Hays County, Texas (the “County”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), authorized the creation of the “La Cima Public Improvement District” (the “District”) pursuant to a resolution adopted by the Commissioners Court of the County (the “Commissioners Court”) on September 23, 2014; and

WHEREAS, pursuant to the PID Act, the Commissioners Court directed the County Clerk to publish and mail notice regarding the levy of special assessments and convened a public hearing on February 25, 2020, regarding the levy of special assessments against benefitted property located in Improvement Area #2 of the District, and

WHEREAS, after hearing testimony at such public hearing on February 25, 2020, the Commissioners Court closed the public hearing and adopted an order (the “Neighborhood Improvement Area #2 Assessment Order”) on February 25, 2020; and

WHEREAS, in the Neighborhood Improvement Area #2 Assessment Order, the Commissioners Court approved and accepted the final La Cima Public Improvement District Neighborhood Improvement Area #2 Service and Assessment Plan (as defined and described in the Neighborhood Improvement Area #2 Assessment Order, the “Service and Assessment Plan”) relating to the District and levied the Neighborhood Improvement Area #2 Assessments (as defined in the Neighborhood Improvement Area #2 Assessment Order) against the property within Neighborhood Improvement Area #2 of the District and as shown on the Neighborhood Improvement Area #2 Assessment Roll (as defined and described in the Service and Assessment Plan); and

WHEREAS, in connection with the development of the property within Neighborhood Improvement Area #2 of the District, the Commissioners Court hereby finds and determines to approve the form, terms and provisions of the Landowner Agreement, which is defined and described more fully below; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AS FOLLOWS:

SECTION 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Neighborhood Improvement Area #2 Assessment Order.

SECTION 2. Approval of Landowner Agreement. That certain La Cima Public Improvement District, Neighborhood Improvement Area #2 Landowner Agreement and Notice of Special Assessment (the "Landowner Agreement"), by and between the County and LCSM Ph. 2, LLC, a Texas limited liability company, is hereby authorized and approved in substantially the form attached hereto as Exhibit A which is incorporated herein as a part hereof for all purposes and the County Judge of the County is each hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purposes of this Resolution and approved by the County Judge, such approval to be evidenced by the execution thereof.

SECTION 3. Filing in Official Public Records. The County Clerk is directed to cause a copy of the Landowner Agreement to be recorded in the Official Public Records of County of Hays, Texas.

SECTION 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

]

PASSED AND APPROVED by the Commissioners Court of Hays County, Texas this
____ day of _____, 20.

HAYS COUNTY, TEXAS

RUBEN BECERRA,
County Judge of Hays County, Texas

(COUNTY SEAL)

ATTEST:

ELAINE H. CÁRDENAS, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County, Texas

EXHIBIT A
LANDOWNER AGREEMENT

LA CIMA PUBLIC IMPROVEMENT DISTRICT

NEIGHBORHOOD IMPROVEMENT AREA #2

LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS

between

HAYS COUNTY, TEXAS

and

LCSM PH. 2, LLC

Dated as of:

February __, 2020

**LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENT
(La Cima Public Improvement District)**

This LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS (this “Agreement”) is entered into between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (the “County”) and LCSM PH., 2, LLC, a Texas limited liability company (the “Landowner”) (individually “Party” or collectively “Parties”). This Agreement shall be effective as of February __, 2020 (the “Effective Date”).

RECITALS

WHEREAS, on September 23, 2014, the Commissioners Court of Hays County (the “Commissioners Court”) passed and approved Resolution No. 30162 (the “Creation Resolution”) authorizing the creation of the La Cima Public Improvement District (the “District”) covering approximately 2,046 acres of land described by a map thereof in the Creation Resolution (the “District Property”);

WHEREAS, the purpose of the District is to finance certain public improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the “PID Act”) that promote the interests of the County and confer a special benefit on the District Property;

WHEREAS, the District Property is being developed in Neighborhood Improvement Areas with certain improvements to be constructed over time to serve District Property (or portions thereof) as contemplated in that certain La Cima Public Improvement District Financing Agreement dated July 21, 2015 (the “PID Financing Agreement”) between the County and La Cima San Marcos, LLC, as successor in interest to Lazy Oaks Ranch, LP (“Original Owner”) and the La Cima Public Improvement District Service and Assessment Plan (as the same may be amended, modified or updated from time to time, the “Service and Assessment Plan”);

WHEREAS, Original Owner has conveyed to Landowner all of Residential Parcel 3, which constitutes Neighborhood Improvement Area #2 (“NIA #2”) and consists of approximately 94.504 acres, being more particularly described in Exhibit A attached hereto;

WHEREAS, effective as of June 4, 2019, the County and the Landowner entered into that certain Reimbursement Agreement related to NIA #2 (the “NIA #2 Reimbursement Agreement”), related to, along with the PID Financing Agreement, the construction of the “Authorized Improvements” as defined therein related to NIA #2 (the “NIA #2 Improvements”), the levy of assessments within NIA #2, the reimbursement of the Landowner for the costs of the NIA #2 Improvements and the issuance of revenue bonds secured by special assessments (“PID Bonds”);

WHEREAS, the Commissioners Court has concurrently herewith adopted an assessment Order (Order No. _____) (including all exhibits, the “NIA #2 Assessment Order”) that levied an “Assessment” on each “Assessed Property” within NIA #2, which Assessments will be used to reimburse the Landowner for the costs of the NIA #2 Improvements or, if PID Bonds are issued by the County, pledged as security for the payment of such PID Bonds to pay for, among other things, the costs of constructing the NIA #2 Improvements;

WHEREAS, a copy of the NIA #2 Assessment Order is attached hereto as Exhibit “B”;

WHEREAS, the NIA #2 Assessment Order includes a copy of the La Cima Public Improvement District Service and Assessment Plan Update for Neighborhood Improvement Area #2 (the “NIA #2 SAP”); and

WHEREAS, the NIA #2 SAP includes an “NIA #2 Assessment Roll” setting forth the amount of the Assessment for each Assessed Property within NIA #2, including the amount of the “Annual Installment” for each Assessment paid in installments; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I **DEFINITIONS; APPROVAL OF AGREEMENTS**

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the Commissioners Court.

ARTICLE II **AGREEMENT OF LANDOWNER**

A. Landowner ratifies, confirms, accepts, agrees to, and approves:

(i) the boundaries of NIA #2 and the boundaries of the Assessed Properties within NIA #2;

(ii) the location and construction of the NIA #2 Improvements which confer a special benefit on the Assessed Properties within NIA #2;

(iii) the determinations and findings of special benefit to the Assessed Properties within NIA #2 made by the Commissioners Court in the NIA #2 Assessment Order and the NIA #2 SAP;

(iv) the NIA #2 Assessment Order and the Service and Assessment Plan; and

(v) the Homebuyer Disclosure in the form attached as Exhibit “C”.

B. Landowner consents, acknowledges, accepts, and agrees:

(i) to the Assessments levied against the applicable Assessed Properties within NIA #2 as shown on the NIA #2 Assessment Roll, as the NIA #2 Assessment Roll may be amended from time to time;

(ii) that the NIA #2 Improvements confer a special benefit on the Assessed Properties within NIA #2 in an amount that exceeds the Assessments against the Assessed Properties within NIA #2 as shown on the NIA #2 Assessment Roll;

(iii) that the Assessments against the Assessed Properties within NIA #2 are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay the Assessments against the Assessed Properties within NIA #2 when due and in the amounts stated in the NIA #2 Assessment Order, Service and Assessment Plan (including the NIA #2 SAP), and NIA #2 Assessment Roll;

(v) that each Assessment or reassessment against the Assessed Properties within NIA #2, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Properties within NIA #2, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Properties within NIA #2 regardless of whether the owner is named;

(vi) that the Assessment liens on the Assessed Properties within NIA #2 are liens and covenants that run with the land and are effective from the date of the NIA #2 Assessment Order and continue until the Assessments within NIA #2 are paid in full and may be enforced by the Commissioners Court of the County in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Assessments against the Assessed Properties within NIA #2 shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Assessed Property within NIA #2 may pay at any time the entire Assessment against the Assessed Property within NIA #2 with interest that has accrued on the Assessment to the date of such payment;

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Properties within NIA #2 shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the Commissioners Court; and

(x) that the Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the Commissioners Court of the NIA #2 Assessment Order, the Service and Assessment Plan (including the NIA #2 SAP), and the NIA #2 Assessment Roll.

C. Landowner further agrees that the County may record in the Official Public Records of Hays County, Texas a copy of this Agreement, including the exhibits attached hereto that evidence the lien and encumbrance created upon the Assessed Properties within NIA #2 by the NIA #2 Assessment Order.

D. Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Properties within NIA #2, adopting the NIA #2 Assessment Order, Service and Assessment Plan (including the NIA #2 SAP), and NIA #2 Assessment Roll, levying of the Assessment on each Assessed Property within NIA #2, and determining the amount of the Annual Installments of the Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the NIA #2 Assessment Order, Service and Assessment Plan (including the NIA #2 SAP), and NIA #2 Assessment Roll and regarding the levying of the Assessment on each Assessed Property within NIA #2 and determining the amount of the annual installments of the Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the NIA #2 Assessment Order, Service and Assessment Plan (including the NIA #2 SAP) and NIA #2 Assessment Roll;

(iv) any and all actions and defenses against the County's finding of "special benefit" pursuant to the PID Act and as set forth in the NIA #2 SAP and the levying of the Assessment on each Assessed Property within NIA #2 and determining the amount of the annual installments of the Assessments; and

(v) any right to object to the legality of the NIA #2 Assessment Order, Service and Assessment Plan (including the NIA #2 SAP), NIA #2 Assessment Roll, or Assessment on each Assessed Property within NIA #2 or to any proceedings connected therewith.

ARTICLE III

TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. Section 5.014 of the Texas Property Code requires that a seller of residential real property that is located in a public improvement district and that consists of not more than one dwelling unit shall give to the purchaser of the property written notice of the district in substantially the form set forth on Exhibit C hereto. The seller is required to deliver the notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the required notice, the references to the street address, the date in the notice, and the purchaser's signature may be omitted.

B. As the property in NIA #2 is developed, a notice substantially in the form as the notice attached hereto as Exhibit C (as may be updated and amended from time to time) will be prepared and provided to any purchaser of an Assessed Property located in NIA #2. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV **DEDICATION OF NIA #2 IMPROVEMENTS**

Landowner acknowledges that the NIA #2 Improvements, together with the land, easements, or other rights-of-way needed for the NIA #2 Improvements, shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City of San Marcos, the County, or other applicable governmental authority (as applicable). Landowner will execute such conveyances and/or dedications as may be reasonably required to evidence the same.

ARTICLE V **MISCELLANEOUS**

A. Notices. Any notice or other communication (a “Notice”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Properties within NIA #2 shall only be given to the Landowner that owns the applicable Assessed Properties. Notices as to all of NIA #2 shall be given to all Landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowner:
LCSM Ph. 2, LLC
Attn: Bryan W. Lee
303 Colorado, Suite 2300
Austin, Texas 78701

County:
Hays County Commissioners Court
Attn: County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

B. Parties in Interest. In the event of the sale or transfer of an Assessed Property within NIA #2 or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Assessed Property or such portion thereof, and the seller or transferor shall be released from such obligations with respect to such Assessed

Property or portion thereof. Notwithstanding the foregoing, if PID Bonds are issued by the County, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in an Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of Assessed Property in NIA #2 and recorded in the Official Public Records of Hays County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Property within NIA #2 and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Property within NIA #2 upon payment in full of the Assessment against the Assessed Property.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

HAYS COUNTY, TEXAS

By: _____
County Judge

STATE OF TEXAS

§
§

COUNTY OF HAYS §

BEFORE ME, a Notary Public, on this day personally appeared, by _____, _____ of Hays County, Texas, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that political subdivision.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2020.

(SEAL)

Notary Public, State of Texas

LANDOWNER:

LCSM PH. 2, LLC
a Texas limited liability company

By: _____
Name: Bryan W. Lee
Title: Manager

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2020, by Bryan W. Lee, as Manager of LCSM Ph. 2, LLC, a Texas limited liability company, on behalf of said entity.

[SEAL]

Notary Public, State of Texas

EXHIBIT A to LANDOWNER AGREEMENT

Legal Description

FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.504 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE PATRICK MCGREAL SURVEY NO. 1, ABSTRACT NO. 308, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 1388.17 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF A CERTAIN CALLED 23.823 ACRE TRACT DESCRIBED IN THE GENERAL WARRANTY DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 94.504 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest right-of-way line of West Centerpoint Road, a variable width right-of-way shown on the subdivision plat, La Cima Phase 1, West Centerpoint Road, recorded in Document No. 17036340, Official Public Records of Hays County, Texas, same being the south corner of that certain called 67.926 acres of land described in the General Warranty Deed to LCSM Ph.1-1, LLC of record in Instrument No. 17017221, Official Public Records of Hays County, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said 649.592 acre tract, with the northwest right-of-way line of said West Centerpoint Road, with the southeast line of the tract described herein, the following seven (7) courses and distances:

1. with the arc of a curve to the right, having a radius of 802.36 feet, an arc distance of 32.66 feet, and a chord which bears S 67°49'55" W, a distance of 32.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
2. S 59°51'13" W, a distance of 89.09 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,
3. S 50°47'23" W, a distance of 249.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,
4. S 71°59'35" W, a distance of 536.37 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature,
5. with the arc of a curve to the left, having a radius of 1065.00 feet, an arc distance of 572.24 feet, and a chord which bears S 56°36'00" W, a distance of 565.38 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
6. S 41°12'25" W, a distance of 16.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature, and
7. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 30.94 feet, and a chord which bears S 87°04'22" W, a distance of 27.95 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency at the intersecting northwest right-of-way line of said West Centerpoint Road and the northeast right-of-way line of Central Park Loop, a 70 foot right-of-way shown on said plat of La Cima Phase 1, West Centerpoint Road;

THENCE continuing across the said 649.592 acre tract, crossing the said 1388.17 acre tract, with the northeast right-of-way line of said Central Park Loop, with the southeast line of the tract described herein, the following six (6) courses and distances:

1. N 51°05'00" W, a distance of 24.52 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,
2. with the arc of a curve to the right, having a radius of 815.00 feet, an arc distance of 123.50 feet, and a chord which bears N 44°27'06" W, a distance of 123.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
3. N 40°06'37" W, a distance of 339.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the left, having a radius of 685.00 feet, an arc distance of 665.88 feet, and a chord which bears N 67°57'31" W, a distance of 639.97 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse curvature,
5. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 29.67 feet, and a chord which bears N 53°18'05" W, a distance of 27.03 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and
6. S 80°00'46" W, a distance of 34.98 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,

THENCE continuing across the said 1388.17 acre tract, leaving the said Central Park Loop right-of-way line, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 10°46'04" W, a distance of 302.46 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
2. with the arc of a curve to the left, having a radius of 300.00 feet, an arc distance of 86.62 feet, and a chord which bears N 25°55'37" W, a distance of 86.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
3. N 33°46'42" W, a distance of 696.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the most westerly northwest corner of the tract described herein,
4. N 55°30'45" E, a distance of 496.99 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 83°33'43" E, a distance of 276.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
6. N 46°11'39" E, a distance of 505.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
7. N 26°34'53" E, a distance of 357.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. N 07°09'09" E, a distance of 137.24 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the south line of that certain called 23.823 acre tract of land described in the deed to San Marcos Baptist Academy Foundation of record in Volume 5038, Page 689, Official Public Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of the said 23.823 acre tract bears S 64°20'56" W, a distance of 700.03 feet;

THENCE N 64°20'56" E, with the south line of the said 23.823 acre San Marcos Baptist Academy Foundation tract, with the north line of the tract described herein, a distance of 6.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the southwest line of that certain called 48.29 acre tract of land designated as Tract 1 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for an angle point in the north line of the of the tract described herein;

THENCE S 43°46'38" E, with a north line of the said 1388.17 acre tract, with the southwest line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 512.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of that said 48.29 acre tract, same being the most westerly corner of that certain called 23.823 acre tract of land described in the General Warranty Deed to Lazy Oaks Ranch, LP of record in Volume 5038, Page 698, Official Public Records of Hays County, Texas, for an angle point in the north line of the tract described herein;

THENCE N 71°48'34" E, with a northwest line of the said 23.823 acre Lazy Oaks Ranch, LP tract, with the southeast line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 765.83 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the northwest corner of the said 67.926 acre tract, for the northeast corner of the tract described herein;

THENCE S 05°22'06" E, with the west line of the said 67.926 acre tract, with the east line of the tract described herein, a distance of 980.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest line of that certain called 0.32 acre tract designated as Tract 2 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for a southeast corner of the tract described herein;

THENCE with the northwest, west and southeast lines of the said 0.32 acre tract, continuing with the east line of the tract described herein, the following three (3) courses and distances:

1. S 71°00'11" W, a distance of 89.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein,
2. S 43°46'43" E, a distance of 119.83 feet to a calculated point in the northwest line of the said 649.592 acre tract, for the south corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for reference bears N 42°33'49" W, a distance of 1.36 feet, and
3. N 43°23'41" E, a distance of 16.86 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

THENCE leaving the southeast line of the said 0.32 acre tract, crossing the said 649.592 acre tract, with the west line of the said 67.926 acre tract, continuing with the east line of the tract described herein, the following two (2) courses and distances:

1. S 05°22'06" E, a distance of 487.16 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and
2. S 47°44'52" E, a distance of 426.15 feet to the **POINT OF BEGINNING** and containing 94.504 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

94.504 Acres
John Williams Survey, A-490 and others
Hays County, Texas

Job No. 5956-01-105
FN2145(km)
Page 4 of 4

BOWMAN WORD FILE: FN2145(km)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through June 2018, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 18th day of June 2018 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

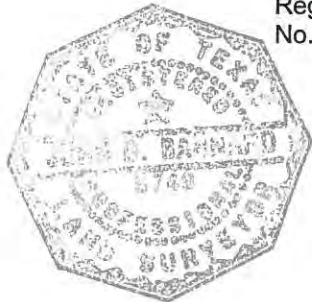


EXHIBIT B to LANDOWNER AGREEMENT

NIA #2 Assessment Order

[See Attached]

HAYS COUNTY, TEXAS

ORDER NO. _____

AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR LA CIMA PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court of Hays County, Texas (the “County”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), authorized the creation of the “La Cima Public Improvement District” (the “District”) pursuant to a resolution adopted by the Commissioners Court of the County (the “Commissioners Court”) on September 23, 2014 (the “Authorization Resolution”); and

WHEREAS, the County authorized the creation of the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, in conformity with the PID Act and pursuant to an order adopted by the Commissioners Court on July 21, 2015 (the “Major Improvements Assessment Order”), the Commissioners Court approved and accepted the original La Cima Public Improvement District Service and Assessment Plan (the “Original Service and Assessment Plan”) relating to the District and levied the Special Assessments (as defined in the Major Improvement Assessment Order) against the parcels identified in the Assessment Roll (as defined and described in the Original Service and Assessment Plan) to finance the costs of certain Authorized Improvements conferring a special benefit on the Assessed Parcels in the entire District (the “Major Public Improvements”); and

WHEREAS, the property within the District (the “District Property”) is being developed in phases with certain Authorized Improvements to be constructed over time to serve District Property or portions thereof; and

WHEREAS, development within Neighborhood Improvement Area #2 (as defined in the hereinafter defined Preliminary Neighborhood Improvement Area #2 Service and Assessment Plan), consisting of approximately 94.504 acres, has commenced or soon will commence, and

the Commissioners Court and County staff have, therefore, been presented a “La Cima Public Improvement District Neighborhood Improvement Area #2 Service and Assessment Plan,” dated February 4, 2020, (the “Neighborhood Improvement Area #2 Service and Assessment Plan”) including the proposed Neighborhood Improvement Area #2 Assessment Roll attached thereto (the “Neighborhood Improvement Area #2 Assessment Roll”), in a form substantially similar to the form attached hereto as **Exhibit A** and is incorporated herein for all purposes (the Neighborhood Improvement Area #2 Service and Assessment Plan and the Original Service and Assessment Plan, as amended, supplemented, and updated, collectively referred to herein as the “Service and Assessment Plan”); and

WHEREAS, the Service and Assessment Plan sets forth the total costs of certain Authorized Improvements conferring a special benefit on the property in Neighborhood Improvement Area #2 of the District (the “Neighborhood Improvement Area #2 Improvements”) to be financed through the District, and the Neighborhood Improvement Area #2 Assessment Roll states the assessments proposed to be levied against property within Neighborhood Improvement Area #2 of the District as determined by the method of assessment chosen by the County; and

WHEREAS, the PID Act requires that the proposed Neighborhood Improvement Area #2 Assessment Roll be filed with the County Clerk of the County (the “County Clerk”) and be subject to public inspection; and

WHEREAS, the PID Act requires that a Levy and Assessment Hearing (defined below) be called to consider proposed assessments and requires the Commissioners Court to hear and pass on any objections to the proposed assessments at, or on the adjournment of such Levy and Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Levy and Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas including in the part of Hays County in which the District is located, before the tenth (10th) day before the date of the Levy and Assessment Hearing.

WHEREAS, on February 4, 2020, the Commissioners Court adopted a resolution approving a preliminary service and assessment plan, including proposed assessment roll; calling for a public hearing to consider an order levying assessments on property within Neighborhood Improvement Area #2 of the District (the “Neighborhood Improvement Area #2 Assessments”); authorizing and directing the County Clerk to file the proposed assessment roll and make such roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Neighborhood Improvement Area #2 Assessments against the property within Neighborhood Improvement Area #2 of the District (the “Levy and Assessment Hearing”); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on or about February 4, 2020, the County Clerk filed the Neighborhood Improvement Area #2 Assessment Roll and made the same available for public inspection; and

WHEREAS, on February 9, 2020, the County Clerk, pursuant to Section 372.016(b) of the PID Act, caused the publication of notice of the Levy and Assessment Hearing in the *San Marcos Daily Record*, a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas including in the part of Hays County in which the District is located; and

WHEREAS, on February 10, 2020, the County Clerk, pursuant to Section 372.016(c) of the PID Act, caused the notice of the Levy and Assessment Hearing to be mailed to the last known address of the owners of the property liable for the Neighborhood Improvement Area #2 Assessments; and

WHEREAS, the Commissioners Court convened the Levy and Assessment Hearing on February 25, 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #2 Assessment Roll, and the proposed Neighborhood Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #2 Assessments, the allocation of the Actual Costs of the Neighborhood Improvement Area #2 Improvements to be undertaken for the benefit of all property to be assessed within Neighborhood Improvement Area #2 of the District, the purposes of the Neighborhood Improvement Area #2 Assessments, the special benefits of the Neighborhood Improvement Area #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #2 Assessments; and

WHEREAS, the Commissioners Court finds and determines that the Neighborhood Improvement Area #2 Assessment Roll and Service and Assessment Plan in a form substantially similar to the attached **Exhibit A**, should be approved and that the Neighborhood Improvement Area #2 Assessments should be levied as provided in this Order and the Service and Assessment Plan and the Neighborhood Improvement Area #2 Assessment Roll attached thereto; and

WHEREAS, the Commissioners Court further finds that there were no written objections or evidence submitted to the County Clerk in opposition to the Service and Assessment Plan, the Actual Costs of the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #2 Assessment Roll, and the levy of the Neighborhood Improvement Area #2 Assessments; and

WHEREAS, in connection with the levy the Neighborhood Improvement Area #2 Assessments, the owner(s) (the "Landowner"), or the Landowner's representatives, of the majority of the privately-owned and taxable property located within the District, and who are the persons to be assessed pursuant to this Order, appeared at the public hearing and stated they approve and accept the Service and Assessment Plan, approve the Neighborhood Improvement Area #2 Assessment Roll, approve this Order and approve the levy of the Neighborhood Improvement Area #2 Assessments against their property located within Neighborhood Improvement Area #2 of the District, agree to pay the Neighborhood Improvement Area #2 Assessments when due and payable and requested that the County file the Service and Assessment Plan and/or the Neighborhood Improvement Area #2 Assessment Roll with the Official Public Records of the County; and

WHEREAS, the Commissioners Court closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the County, determined to proceed with the adoption of this Order in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AS FOLLOWS:

Section 1. **Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings.** The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section. The Commissioners Court hereby finds, determines, and orders, as follows:

(a) The apportionment of the Actual Costs of the Neighborhood Improvement Area #2 Improvements (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each Neighborhood Improvement Area #2 Assessed Parcel will receive from the Neighborhood Improvement Area #2 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Neighborhood Improvement Area #2 Improvements;

(c) The Service and Assessment Plan apportions the Actual Costs of the Neighborhood Improvement Area #2 Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #2 Improvements;

(d) All of the real property in the Neighborhood Improvement Area #2 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #2 Assessment Roll will be benefited by the Neighborhood Improvement Area #2 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each Neighborhood Improvement Area #2 Assessed Parcel will receive special benefits in each year equal to or greater than each annual Neighborhood Improvement Area #2 Special Assessment and will receive special benefits during the term of the Neighborhood Improvement Area #2 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Neighborhood Improvement Area #2 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Neighborhood Improvement Area #2 Improvements and Administrative Expenses on

property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for Neighborhood Improvement Area #2 of the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #2 Assessment Roll should be approved as the Neighborhood Improvement Area #2 Assessment Roll for Neighborhood Improvement Area #2 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #2 Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #2 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #2 Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #2 Assessments in a timely manner in order to provide the services and improvements needed and required for the Neighborhood Improvement Area #2 within the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the Commissioners Court was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for Neighborhood Improvement Area #2 of the District.

Section 4. Neighborhood Improvement Area #2 Assessment Roll. The Neighborhood Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #2 Assessment Roll of the District.

Section 5. Levy and Payment of Neighborhood Improvement Area #2 Assessments for Actual Costs of the Neighborhood Improvement Area #2 Improvements.

(a) The Commissioners Court hereby levies an assessment on each Parcel of property (excluding Non-Benefited Property) located within the Neighborhood Improvement Area #2 of the District, as shown and described in the Service and Assessment Plan and the Neighborhood Improvement Area #2 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #2 Assessment Roll as a special assessment on the properties set forth in the Neighborhood Improvement Area #2 Assessment Roll. The Neighborhood Improvement Area #2 Assessments hereby levied are in addition to Special Assessments previous levied against the parcels in

Neighborhood Improvement Area #2 to finance Neighborhood Improvement Area #2's allocable share of the costs of the Major Public Improvements.

(b) The levy of the Neighborhood Improvement Area #2 Assessments shall be effective on the date of execution of this Order levying Neighborhood Improvement Area #2 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #2 Assessments, interest on such assessments, and the Administrative Expenses shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Neighborhood Improvement Area #2 Special Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Neighborhood Improvement Area #2 Special Assessment shall bear interest at the rate(s) specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Neighborhood Improvement Area #2 Assessed Parcels shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment. The method of apportioning the Actual Costs of the Neighborhood Improvement Area #2 Improvements and the allocation of such costs to Neighborhood Improvement Area #2 and the Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Neighborhood Improvement Area #2 Assessments. Delinquent Neighborhood Improvement Area #2 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Neighborhood Improvement Area #2 Assessments. As provided in the Original Service and Assessment Plan, the owner of any Neighborhood Improvement Area #2 Assessed Parcel may prepay the Neighborhood Improvement Area #2 Assessments levied by this Order.

Section 9. Lien Priority. The Commissioners Court and the Landowner intend for the obligations, covenants and burdens on the owners of the Neighborhood Improvement Area #2 Assessed Parcels, including without limitation such Landowner's obligations related to payment of the Neighborhood Improvement Area #2 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #2 Assessments and the Annual Installments thereof which are levied hereby shall be

binding upon the Landowner, as the owner of Neighborhood Improvement Area #2 Assessed Parcels, and its respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Neighborhood Improvement Area #2 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator. P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Neighborhood Improvement Area #2 Assessments levied by this Order. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Order. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector. The Hays County Tax Assessor-Collector is hereby appointed and designated as the collector of the Neighborhood Improvement Area #2 Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the Commissioners Court.

Section 11. Applicability of Tax Code. To the extent not inconsistent with this Order, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Neighborhood Improvement Area #2 Assessments by the County.

Section 12. Filing in Land Records. The County Clerk is hereby authorized and directed to cause a copy of this Order, including the Service and Assessment Plan and the Neighborhood Improvement Area #2 Assessment Roll, to be recorded in the Official Public Records of the County. The County Clerk is further hereby authorized and directed to similarly file each Annual Service Plan Update approved by the Commissioners Court.

Section 13. Severability. If any provision, section, subsection, sentence, clause, or phrase of this Order, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Order or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Commissioners Court that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Order are declared to be severable for that purpose.

Section 14. Effective Date. This Order shall take effect, and the levy of the Neighborhood Improvement Area #2 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this February 25, 2020.

HAYS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL)

§

§

§

Notary Public, State of Texas

Commission Expires:_____

EXHIBIT A

Service and Assessment Plan



LA CIMA PUBLIC IMPROVEMENT DISTRICT

NEIGHBORHOOD IMPROVEMENT AREA #2

SERVICE AND ASSESSMENT PLAN

FEBRUARY 25, 2020

INTRODUCTION

Capitalized terms used in this NIA #2 SAP shall have the meanings set forth in the Original SAP or in **Section I** below.

The La Cima Public Improvement District was created pursuant to Chapter 372, Texas Local Government Code on September 23, 2014 to finance certain Authorized Improvements for the benefit of the property within the PID.

On July 21, 2015, the Commissioners Court approved the Original SAP, which, among other things, provided the manner of assessing the property in the PID for the estimated costs of Authorized Improvements based on the benefit provided to the Assessed Parcels and levied Special Assessments to finance the Major Public Improvements to be constructed for the benefit of all Assessed Parcels within the PID. In addition to the costs of the Major Public Improvements, the Original SAP also set forth a prospective financial analysis relating to the Neighborhood Improvement Areas, including the estimated costs of certain Neighborhood Public Improvements for the benefit of the Neighborhood Improvement Areas, the indebtedness projected to be incurred for such Neighborhood Public Improvements, and an analysis of benefit to be received by the Neighborhood Improvement Areas.

The NIA #1 SAP was approved by the Commissioners Court on March 20, 2018, for the following purposes: i) adding Neighborhood Improvement Area #1, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #1, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #1 Assessment Roll.

This NIA #2 SAP was approved by the Commissioners Court on [REDACTED], 2020, and for the following purposes: i) adding Neighborhood Improvement Area #2, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #2, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #2, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #2 Assessment Roll.

The Original SAP must be reviewed and updated at least annually by the Commissioners Court for the purpose of determining the annual budget for the Authorized Improvements.

SECTION I: DEFINITIONS

“Maximum Equivalent Tax Rate” means an equivalent overlapping tax rate of \$3.05 per \$100 of buildout assessed value. The Maximum Equivalent Tax Rate shall be determined by the Administrator and shall be calculated based upon all overlapping ad valorem taxes, the Special Assessments relating to the Major Public Improvements allocable to Neighborhood Improvement Area #2, the Special Assessments relating to Neighborhood Improvement Area #2, all other Special Assessments allocable to Neighborhood Improvement Area #2, and assessments, if any, allocable to Neighborhood improvement Area #2 that are levied by entities other than the County.

“Neighborhood Improvement Area #2” means the second Neighborhood Improvement Area to be developed, which is expected to contain 249 single family residential units on approximately 94.504 acres, as described by metes and bounds on **Exhibit A**, and as depicted on **Exhibit B**.

“Neighborhood Improvement Area #2 Assessed Parcel(s)” means all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and Owner Association Property.

“Neighborhood Improvement Area #2 Assessment Roll” means the assessment roll included in this NIA #2 SAP as **Exhibit F-1**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared relating to the issuance of Bonds or in connection with any Annual Service Plan Update.

“Neighborhood Improvement Area #2 Improvements” means Authorized Improvements that only benefit Neighborhood Improvement Area #2 Assessed Parcels, which are described in **Section III** and depicted on **Exhibit G**.

“Neighborhood Improvement Area #2 Maximum Special Assessment” means, for a given Lot Type within Neighborhood Improvement Area #2, a Special Assessment equal to the lesser of: (i) the outstanding amount of total Special Assessments shown on the Neighborhood Improvement Area #2 Assessment Roll for the applicable Lot Type inclusive of the Special Assessment levied to fund Major Public Improvements, and (ii) an amount that produces an average Annual Installment resulting in the Maximum Equivalent Tax Rate. The Neighborhood Improvement Area #2 Maximum Special Assessment shall be calculated prior to the issuance of PID Bonds secured by the Special Assessments relating to Neighborhood Improvement Area #2 is approved by the Commissioners Court.

“Neighborhood Improvement Area #2 Owner” means LCSM Ph. 2, LLC, a Texas limited liability company wholly owned by the Developer.

“Neighborhood Improvement Area #2 Reimbursement Agreement” means that certain “PID Reimbursement Agreement – Neighborhood Improvement Area #2” effective June 4, 2019 by and between the County and the Neighborhood Improvement Area #2 Owner, in which the Neighborhood Improvement Area #2 Owner agrees to construct the Neighborhood Improvement Area #2 Improvements and to fund certain Actual Costs of the Neighborhood Improvement Area #2 Improvements and the County agrees to pay directly or reimburse the Neighborhood Improvement Area #2 Owner for Actual Costs of a Neighborhood Improvement Area Improvement from (i) Special Assessment levied on Neighborhood Improvement Area #2, (ii) the proceeds of PID Bonds in accordance with the Act, this NIA #2 SAP and the applicable Indenture, or (iii) a combination of items (i) and (ii). If PID Bonds are issued as reimbursement to the Neighborhood Improvement Area #2 Owner for Actual Costs of Neighborhood Improvement Area Improvements not paid by proceeds of PID Bonds will be solely from the revenue collected from Special Assessments relating to Neighborhood Improvement Area #2, including Annual Installments, not pledged to the payment of PID Bonds.

“Neighborhood Improvement Area #2 Reimbursement Obligation” means the obligation of the County to pay certain costs of Neighborhood Improvement Area #2 Improvements from Special Assessments relating to Neighborhood Improvement Area #2 pursuant to the Neighborhood Improvement Area #2 Reimbursement Agreement, in an amount not to exceed \$5,475,000.

“NIA #1 SAP” means the Neighborhood Improvement Area #1 Service and Assessment Plan Update approved by the Commissioners Court on March 20, 2018 for the purposes of i) adding Neighborhood Improvement Area #1, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #1, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #1 Assessment Roll, as updated supplemented, or amended from time to time.

“NIA #2 SAP” means this Neighborhood Improvement Area #2 Service and Assessment Plan approved by the Commissioners Court on , 2020, as updated supplemented, or amended from time to time.

“Original SAP” means the Service and Assessment Plan approved by Commissioners Court on July 21, 2015, as updated, supplemented, or amended from time to time.

SECTION II: PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2

Neighborhood Improvement Area #2 consists of approximately 94.504 acres projected to consist of approximately 249 single family residential units, as depicted on **Exhibit B**. A legal description of Neighborhood Improvement Area #2 is included as **Exhibit A**.

SECTION III: DESCRIPTION OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements are described below. A map showing the location of the Neighborhood Improvement Area #2 Improvements is included on **Exhibit G**.

- *Streets*

Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Neighborhood Improvement Area #2.

- *Water and Sewer*

Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The water and sewer improvements will provide water and sewer for each Lot within Neighborhood Improvement Area #2.

- *Storm Drainage/Water Quality*

Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Neighborhood Improvement Area #2.

- *Soft Costs*

Includes costs related to designing, constructing, and installing the Neighborhood Improvement Area #2 Improvements including land planning and design, County and City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting and contingency.

The Neighborhood Improvement Area #2 Improvements will provide a special benefit to Neighborhood Improvement Area #2 Assessed Parcels only. Accordingly, the Neighborhood Improvement Area #2 Improvements are allocated to Neighborhood Improvement Area #2 Assessed Parcels based on the special benefit each Parcel receives. **Exhibit C** summarizes the allocation of each Neighborhood Improvement Area #2 Improvement. The costs shown on **Exhibit C** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments without consent by each of the owners of the Neighborhood improvement Area #2 Parcels to the imposition of the increased Special Assessments to pay for the Actual Costs of the Neighborhood improvement Area #2 Improvements and compliance with the PID Act and requirements for the interest on PID Bonds to be and remain exempt from federal income tax.

SECTION IV: SPECIAL ASSESSMENTS ON NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSED PARCELS

Special Assessments relating to the Major Public Improvements allocable to Neighborhood improvement Area #2 remain outstanding on Neighborhood Improvement Area #2 Assessed Parcels in the amount of \$1,786,375.00.

The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as **Exhibit F-1**.

SECTION V: SPECIAL ASSESSMENT PLAN

Each Parcel within Neighborhood Improvement Area #2 has been evaluated (based on the developable area, Owner Association Property, the Neighborhood Improvement Area #2 Improvements, best and highest use of land, and other development factors deemed relevant by the Commissioners Court) to determine the amount of Special Assessments levied, if any, on each Parcel.

The Special Assessments relating to Neighborhood Improvement Area #2 are levied on each Assessed Parcel according to the Neighborhood Improvement Area #2 Assessment Roll, attached hereto as **Exhibit F-1**. The Annual Installments for Neighborhood Improvement Area #2 will be collected on the dates and in the amounts shown on **Exhibit F-2**, subject to any revisions made during an Annual Service Plan Update.

A. Findings of Special Benefit

The Commissioners Court, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the County staff and by third-party consultants retained by the County, has found and determined:

1. The Actual Costs of the Neighborhood Improvement Area #2 Improvements equal \$9,563,153 as shown on **Exhibit C**; and
2. The Neighborhood Improvement Area #2 Assessed Parcel receives special benefit from the Neighborhood Improvement Area #2 Improvements equal to or greater than the cost of the Neighborhood Improvement Area #2 Improvements; and
3. The Special Assessment relating to Neighborhood Improvement Area #2 Improvements for all Neighborhood Improvement Area #2 Assessed Parcels equals \$5,475,000 as shown on the Neighborhood Improvement Area #2 Assessment Roll attached hereto as **Exhibit F-1**; and
4. The special benefit (\geq \$9,563,153) received by Neighborhood Improvement Area #2 Assessed Parcels from the Neighborhood Improvement Area #2 Improvements is greater than the amount of the Special Assessments (\$5,475,000) levied for the Neighborhood Improvement Area #2 Improvements.
5. At the time the Commissioners Court approved this NIA #2 SAP, the Neighborhood Improvement Area #2 Owner owned 100% of the Neighborhood Improvement Area #2 Assessed Parcels. The Neighborhood Improvement Area #2 Owner has acknowledged that the Neighborhood Improvement Area #2 Improvements confer a special benefit on the Neighborhood Improvement Area #2 Assessed Parcels and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Neighborhood Improvement Area #2 Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the Assessment Order levying the Special Assessments relating to Neighborhood improvement Area #2; (ii) the determinations and findings by the Commissioners Court as to the special benefits described in the Original SAP and the Assessment Order levying the Special Assessments relating to the Major Public Improvements, and (iii) the levying of Special Assessments on Neighborhood Improvement Area #2 Assessed Parcels.

B. Allocation of Special Assessments to Neighborhood Improvement Area #2 Assessed Parcels

The Neighborhood Improvement Area #2 consists of a single Parcel; as such, the entire Neighborhood Improvement Area #2 Special Assessment has been allocated to this single Parcel, as shown on **Exhibit F-1**.

C. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Special Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on Exhibit F-2, which may be revised based on Actual Costs documented in Annual Service Plan Updates.

SECTION VI: SERVICE PLAN

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. It is anticipated that the Neighborhood Improvement Area #2 Improvements will be fully constructed by July 2020.

Exhibit D summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #2 Improvements.

The projected Annual Installments for the upcoming five years for Neighborhood Improvement Area #2 are shown on **Exhibit E**. The projected Annual Installments are subject to revision and each shall be updated each year in the Annual Service Plan Update.

SECTION VII: TERMS OF THE SPECIAL ASSESSMENTS

The Special Assessment and Annual Installment for each Neighborhood Improvement Area #2 Assessed Parcel is shown on the Neighborhood Improvement Area #2 Assessment Roll, attached as **Exhibit F-1**, and no Special Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act. The Annual Installments for Neighborhood Improvement Area #2 Assessed Parcels shall be collected in an amount sufficient to pay; (i) (a) the Neighborhood improvement Area #2 Reimbursement Obligation, including interest thereon in accordance with the Neighborhood improvement Area #2 Reimbursement Agreement and (b) if PID Bonds are issued, the principal of and interest (including Additional Interest) on the PID Bonds secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Parcel; (ii) the Neighborhood Improvement Area #2 Assessed Parcel's allocable share of the

principal and interest on the Major Public Improvement PID Bonds including Neighborhood Improvement Area #2's pro rata contribution to the Prepayment Reserve and/or Delinquency Reserve for the Major Public Improvement PID Bonds; and (iii) Administrative Expenses of Neighborhood Improvement Area #2, as shown on **Exhibit F-2**.

A. Reallocation of Special Assessments for Parcels Located Within Neighborhood Improvement Area #2

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Parcels (without the recording of subdivision plat), the Administrator shall reallocate the Special Assessment for the Assessed Parcels prior to the division among the newly divided Assessed Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Special Assessment for the new divided Assessed Parcels

B = the Special Assessment for the Assessed Parcels prior to division

C = the estimated buildout value of a given new divided Assessed Parcel

D = the sum of the estimated buildout value for all of the new divided Assessed Parcels

The calculation of the estimated buildout value for an Assessed Parcel shall be performed by the Administrator and adopted by the Commissioners Court based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Parcel. The calculation as adopted by the Commissioners Court shall be conclusive.

The sum of the Special Assessments for all newly divided Assessed Parcels shall equal the Special Assessment for the Assessed Parcels prior to subdivision. The calculation shall be made separately for each newly divided Assessed Parcel. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Parcels based on a recorded Subdivision Plat, the Administrator shall reallocate the Special Assessment for the Assessed Parcels prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Special Assessment for the new subdivided Lot

B = the Special Assessment for the Parcel prior to subdivision

C = the sum of the estimated buildout value of all new subdivided Lots with same Lot Type

D = the sum of the estimated buildout value for all of the new subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the County an estimated buildout value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact Lot value and any other information available to the Developer. The calculation of the estimated buildout value for a Lot shall be performed by the Administrator and confirmed by the Commissioners Court based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records the County regarding the Lot. The calculation as adopted by the Commissioners Court shall be conclusive.

The sum of the Special Assessments for all newly subdivided Lots shall not exceed the Special Assessment for the portion of the Assessed Parcels subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Parcel. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

3. Upon Consolidation

Upon the consolidation of two or more Assessed Parcels, the Special Assessment for the consolidated Assessed Parcels shall be the sum of the Special Assessments for the Assessed Parcels prior to consolidation. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

B. Mandatory Reduction in Neighborhood Improvement Area #2 Reimbursement Obligation

Prior to the issuance of the first series of PID Bonds following the Major Public Improvement PID Bonds that are secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Parcels, the Administrator shall determine whether the Special Assessment per Lot for any Lot Type exceeds the Neighborhood Improvement Area #2 Maximum Special Assessment. If the Special Assessment for any Lot Type exceeds the Neighborhood Improvement Area #2 Maximum Special Assessment, then the Neighborhood Improvement Area #2 Special Assessment and the Neighborhood Improvement Area #2 Reimbursement Obligation applicable to such Lot shall be reduced until the Neighborhood Improvement Area #2 Special Assessment equals the Neighborhood Improvement Area #2 Maximum Special Assessment.

EXHIBITS

Exhibit A	Neighborhood Improvement Area #2 Legal Description
Exhibit B	Neighborhood Improvement Area #2 Map
Exhibit C	Allocation of Neighborhood Improvement Area #2 Improvements
Exhibit D	Sources and Uses
Exhibit E	Five Year Service Plan
Exhibit F-1	Neighborhood Improvement Area #2 Assessment Roll
Exhibit F-2	Neighborhood Improvement Area #2 Annual Installments
Exhibit G	Map of Neighborhood Improvement Area #2 Improvements
Exhibit H	Original SAP

EXHIBIT A – NEIGHBORHOOD IMPROVEMENT AREA #2 LEGAL DESCRIPTION

94.504 Acres
John Williams Survey, A-490 and others
Hays County, Texas

Job No. 5956-01-105
FN2145(km)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.504 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE PATRICK MCGREAL SURVEY NO. 1, ABSTRACT NO. 308, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 1388.17 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF A CERTAIN CALLED 23.823 ACRE TRACT DESCRIBED IN THE GENERAL WARRANTY DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 94.504 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest right-of-way line of West Centerpoint Road, a variable width right-of-way shown on the subdivision plat, La Cima Phase 1, West Centerpoint Road, recorded in Document No. 17036340, Official Public Records of Hays County, Texas, same being the south corner of that certain called 67.926 acres of land described in the General Warranty Deed to LCSM Ph.1-1, LLC of record in Instrument No. 17017221, Official Public Records of Hays County, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said 649.592 acre tract, with the northwest right-of-way line of said West Centerpoint Road, with the southeast line of the tract described herein, the following seven (7) courses and distances:

1. with the arc of a curve to the right, having a radius of 802.36 feet, an arc distance of 32.66 feet, and a chord which bears S 67°49'55" W, a distance of 32.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
2. S 59°51'13" W, a distance of 89.09 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,
3. S 50°47'23" W, a distance of 249.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,
4. S 71°59'35" W, a distance of 536.37 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature,
5. with the arc of a curve to the left, having a radius of 1065.00 feet, an arc distance of 572.24 feet, and a chord which bears S 56°36'00" W, a distance of 565.38 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
6. S 41°12'25" W, a distance of 16.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature, and
7. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 30.94 feet, and a chord which bears S 87°04'22" W, a distance of 27.95 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency at the intersecting northwest right-of-way line of said West Centerpoint Road and the northeast right-of-way line of Central Park Loop, a 70 foot right-of-way shown on said plat of La Cima Phase 1, West Centerpoint Road;

THENCE continuing across the said 649.592 acre tract, crossing the said 1388.17 acre tract, with the northeast right-of-way line of said Central Park Loop, with the southeast line of the tract described herein, the following six (6) courses and distances:

1. N 51°05'00" W, a distance of 24.52 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,
2. with the arc of a curve to the right, having a radius of 815.00 feet, an arc distance of 123.50 feet, and a chord which bears N 44°27'06" W, a distance of 123.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
3. N 40°06'37" W, a distance of 339.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the left, having a radius of 685.00 feet, an arc distance of 665.88 feet, and a chord which bears N 67°57'31" W, a distance of 639.97 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse curvature,
5. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 29.67 feet, and a chord which bears N 53°18'05" W, a distance of 27.03 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and
6. S 80°00'46" W, a distance of 34.98 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,

THENCE continuing across the said 1388.17 acre tract, leaving the said Central Park Loop right-of-way line, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 10°46'04" W, a distance of 302.46 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
2. with the arc of a curve to the left, having a radius of 300.00 feet, an arc distance of 86.62 feet, and a chord which bears N 25°55'37" W, a distance of 86.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
3. N 33°46'42" W, a distance of 696.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the most westerly northwest corner of the tract described herein,
4. N 55°30'45" E, a distance of 496.99 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 83°33'43" E, a distance of 276.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
6. N 46°11'39" E, a distance of 505.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
7. N 26°34'53" E, a distance of 357.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. N 07°09'09" E, a distance of 137.24 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the south line of that certain called 23.823 acre tract of land described in the deed to San Marcos Baptist Academy Foundation of record in Volume 5038, Page 689, Official Public Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of the said 23.823 acre tract bears S 64°20'56" W, a distance of 700.03 feet;

THENCE N 64°20'56" E, with the south line of the said 23.823 acre San Marcos Baptist Academy Foundation tract, with the north line of the tract described herein, a distance of 6.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the southwest line of that certain called 48.29 acre tract of land designated as Tract 1 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for an angle point in the north line of the of the tract described herein;

THENCE S 43°46'38" E, with a north line of the said 1388.17 acre tract, with the southwest line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 512.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of that said 48.29 acre tract, same being the most westerly corner of that certain called 23.823 acre tract of land described in the General Warranty Deed to Lazy Oaks Ranch, LP of record in Volume 5038, Page 698, Official Public Records of Hays County, Texas, for an angle point in the north line of the tract described herein;

THENCE N 71°48'34" E, with a northwest line of the said 23.823 acre Lazy Oaks Ranch, LP tract, with the southeast line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 765.83 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the northwest corner of the said 67.926 acre tract, for the northeast corner of the tract described herein;

THENCE S 05°22'06" E, with the west line of the said 67.926 acre tract, with the east line of the tract described herein, a distance of 980.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest line of that certain called 0.32 acre tract designated as Tract 2 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for a southeast corner of the tract described herein;

THENCE with the northwest, west and southeast lines of the said 0.32 acre tract, continuing with the east line of the tract described herein, the following three (3) courses and distances:

1. S 71°00'11" W, a distance of 89.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein,
2. S 43°46'43" E, a distance of 119.83 feet to a calculated point in the northwest line of the said 649.592 acre tract, for the south corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for reference bears N 42°33'49" W, a distance of 1.36 feet, and
3. N 43°23'41" E, a distance of 16.86 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

THENCE leaving the southeast line of the said 0.32 acre tract, crossing the said 649.592 acre tract, with the west line of the said 67.926 acre tract, continuing with the east line of the tract described herein, the following two (2) courses and distances:

1. S 05°22'06" E, a distance of 487.16 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and
2. S 47°44'52" E, a distance of 426.15 feet to the **POINT OF BEGINNING** and containing 94.504 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

94.504 Acres
John Williams Survey, A-490 and others
Hays County, Texas

Job No. 5956-01-105
FN2145(km)
Page 4 of 4

BOWMAN WORD FILE: FN2145(km)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through June 2018, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 18th day of June 2018 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



EXHIBIT B – NEIGHBORHOOD IMPROVEMENT AREA #2 MAP

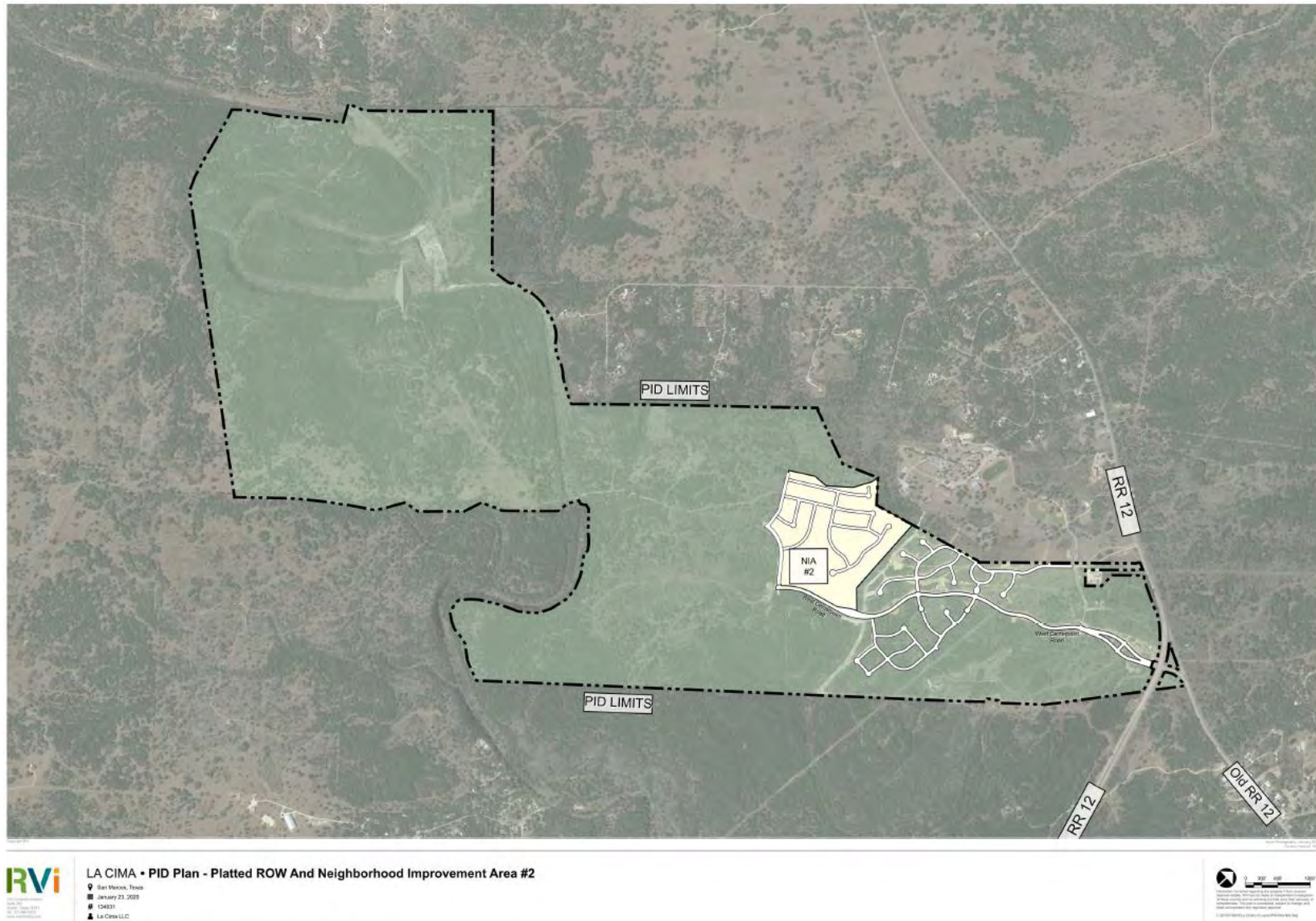


EXHIBIT C - ALLOCATION OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

	Total Costs [b]		Neighborhood Improvement Area #2
			% Cost
<i>Neighborhood Improvement Area #2 Improvements</i>			
Streets	\$ 3,118,483	100.00%	\$ 3,118,483
Water and Sewer	2,703,295	100.00%	2,703,295
Storm Drainage/Water Quality	2,869,875	100.00%	2,869,875
Soft Costs	871,500	100.00%	871,500
	\$ 9,563,153		\$ 9,563,153
 <i>Bond Issuance Costs [a]</i>			
Debt Service Reserve Fund	\$ -		\$ -
Capitalized Interest	-		-
Underwriter Discount	-		-
Cost of Issuance	-		-
	\$ -		\$ -
 Total	 \$ 9,563,153		 \$ 9,563,153

Footnotes:

[a] To be updated at time of PID Bond issuance.

[b] Costs provided by Neighborhood Improvement Area #2 Owner on January 7, 2020.

EXHIBIT D - SOURCES AND USES

Neighborhood Improvement Area #2		
Sources of Funds		
Owner Advance [a]	\$	5,475,000
Owner Contribution [b]		4,088,153
Total Sources	\$	9,563,153
Uses of Funds		
Neighborhood Improvement Area #2 Improvements	\$	9,563,153
<i>Bond Issuance Costs [c]</i>		
Debt Service Reserve Fund	\$	-
Capitalized Interest		-
Underwriter Discount		-
Cost of Issuance		-
	\$	-
Total Uses	\$	9,563,153

Footnotes:

[a] Owner Advance will be repaid as the Neighborhood Improvement Area #2 Reimbursement Obligation.

[b] Non-reimbursable to Owner.

[c] To be updated at time of PID Bond issuance.

EXHIBIT E - FIVE YEAR SERVICE PLAN

Neighborhood Improvement Area #2						
Annual Installments Due	1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025	
<i>Neighborhood Improvement Area #2 Reimbursement Obligation</i>						
Principal	\$ 80,000	\$ 85,000	\$ 90,000	\$ 95,000	\$ 100,000	
Interest	273,750	269,750	265,500	261,000	256,250	
(1)	\$ 353,750	\$ 354,750	\$ 355,500	\$ 356,000	\$ 356,250	
<i>Major Public Improvement PID Bonds</i>						
Principal	\$ 27,125	\$ 26,156	\$ 31,000	\$ 33,422	\$ 35,844	
Interest	122,963	121,607	119,972	118,035	115,946	
(2)	\$ 150,088	\$ 147,763	\$ 150,972	\$ 151,457	\$ 151,790	
Administrative Expenses	(3) \$ 34,579	\$ 35,270	\$ 35,976	\$ 36,695	\$ 37,429	
Prepayment and Delinquency Reserve [a]	(4) \$ 8,932	\$ 8,796	\$ 8,665	\$ 8,510	\$ 8,343	
Total Annual Installment	(5) = (1) + (2) + (3) + (4)	\$ 547,349	\$ 546,580	\$ 551,114	\$ 552,662	\$ 553,812

Footnotes:

[a] Prepayment and Delinquency Reserve relates only to the Major Public Improvement PID Bonds.

EXHIBIT F-1 - NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Parcel ID	Major Public Improvement PID		Neighborhood Improvement Area #2		Total Special Assessments	
	Outstanding Assessment	Annual Installment	Outstanding Assessment	Annual Installment	Outstanding Assessment	Total Annual Installment
143368	\$ 1,786,375.00	\$ 163,599.03	\$ 5,475,000.00	\$ 383,750.00	\$ 7,261,375.00	\$ 547,349.03
Total	\$ 1,786,375.00	\$ 163,599.03	\$ 5,475,000.00	\$ 383,750.00	\$ 7,261,375.00	\$ 547,349.03

Note: Annual Installments are delinquent if not paid in full by January 31, 2021.

EXHIBIT F-2 – NEIGHBORHOOD IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

	Major Public Improvements PID Bonds							Neighborhood Improvement Area #2 Reimbursement Obligation					
Annual Installments Due 1/31								Prepayment and					Total Annual Installment
	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Principal	Interest [a]	Delinquency Reserve	Administrative Expenses			
2021	\$ 27,125	\$ 122,963	\$ 4,579	\$ 3,573	\$ 5,359	\$ -	\$ 80,000	\$ 273,750	\$ -	\$ 30,000	\$ 547,349		
2022	\$ 26,156	\$ 121,607	\$ 4,670	\$ 3,519	\$ 5,278	\$ -	\$ 85,000	\$ 269,750	\$ -	\$ 30,600	\$ 546,580		
2023	\$ 31,000	\$ 119,972	\$ 4,764	\$ 448	\$ 8,218	\$ -	\$ 90,000	\$ 265,500	\$ -	\$ 31,212	\$ 551,114		
2024	\$ 33,422	\$ 118,035	\$ 4,859	\$ -	\$ 8,510	\$ -	\$ 95,000	\$ 261,000	\$ -	\$ 31,836	\$ 552,662		
2025	\$ 35,844	\$ 115,946	\$ 4,956	\$ -	\$ 8,343	\$ -	\$ 100,000	\$ 256,250	\$ -	\$ 32,473	\$ 553,812		
2026	\$ 38,266	\$ 113,706	\$ 5,055	\$ -	\$ 8,164	\$ -	\$ 105,000	\$ 251,250	\$ -	\$ 33,122	\$ 554,563		
2027	\$ 40,688	\$ 111,314	\$ 5,156	\$ -	\$ 7,973	\$ -	\$ 110,000	\$ 246,000	\$ -	\$ 33,785	\$ 554,916		
2028	\$ 43,594	\$ 108,771	\$ 5,260	\$ -	\$ 7,769	\$ -	\$ 115,000	\$ 240,500	\$ -	\$ 34,461	\$ 555,354		
2029	\$ 46,984	\$ 105,720	\$ 5,365	\$ -	\$ 7,551	\$ -	\$ 120,000	\$ 234,750	\$ -	\$ 35,150	\$ 555,520		
2030	\$ 50,375	\$ 102,431	\$ 5,472	\$ -	\$ 7,316	\$ -	\$ 125,000	\$ 228,750	\$ -	\$ 35,853	\$ 555,197		
2031	\$ 54,250	\$ 98,905	\$ 5,581	\$ -	\$ 7,065	\$ -	\$ 135,000	\$ 222,500	\$ -	\$ 36,570	\$ 559,870		
2032	\$ 58,125	\$ 95,107	\$ 5,693	\$ -	\$ 6,793	\$ -	\$ 140,000	\$ 215,750	\$ -	\$ 37,301	\$ 558,770		
2033	\$ 62,484	\$ 91,038	\$ 5,807	\$ -	\$ 6,503	\$ -	\$ 145,000	\$ 208,750	\$ -	\$ 38,047	\$ 557,630		
2034	\$ 67,328	\$ 86,664	\$ 5,923	\$ -	\$ 6,190	\$ -	\$ 155,000	\$ 201,500	\$ -	\$ 38,808	\$ 561,414		
2035	\$ 72,172	\$ 81,951	\$ 6,042	\$ -	\$ 5,854	\$ -	\$ 165,000	\$ 193,750	\$ -	\$ 39,584	\$ 564,353		
2036	\$ 77,500	\$ 76,899	\$ 6,162	\$ -	\$ 5,493	\$ -	\$ 170,000	\$ 185,500	\$ -	\$ 40,376	\$ 561,931		
2037	\$ 83,313	\$ 71,474	\$ 6,286	\$ -	\$ 5,105	\$ -	\$ 180,000	\$ 177,000	\$ -	\$ 41,184	\$ 564,361		
2038	\$ 89,609	\$ 65,643	\$ 6,411	\$ -	\$ 4,689	\$ -	\$ 190,000	\$ 168,000	\$ -	\$ 42,007	\$ 566,359		
2039	\$ 96,391	\$ 59,370	\$ 6,540	\$ -	\$ 4,241	\$ -	\$ 200,000	\$ 158,500	\$ -	\$ 42,847	\$ 567,888		
2040	\$ 103,656	\$ 52,623	\$ 6,670	\$ -	\$ 3,759	\$ -	\$ 210,000	\$ 148,500	\$ -	\$ 43,704	\$ 568,912		
2041	\$ 111,406	\$ 45,367	\$ 6,804	\$ -	\$ 3,240	\$ -	\$ 220,000	\$ 138,000	\$ -	\$ 44,578	\$ 569,395		
2042	\$ 120,125	\$ 37,568	\$ 6,940	\$ -	\$ 2,683	\$ -	\$ 230,000	\$ 127,000	\$ -	\$ 45,470	\$ 569,786		
2043	\$ 128,844	\$ 29,159	\$ 7,079	\$ -	\$ 2,083	\$ -	\$ 240,000	\$ 115,500	\$ -	\$ 46,379	\$ 569,044		
2044	\$ 138,531	\$ 20,140	\$ 7,220	\$ -	\$ 1,439	\$ -	\$ 255,000	\$ 103,500	\$ -	\$ 47,307	\$ 573,137		
2045	\$ 149,188	\$ 10,443	\$ 7,365	\$ -	\$ 746	\$ (159,631)	\$ 265,000	\$ 90,750	\$ -	\$ 48,253	\$ 412,114		
2046	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ 77,500	\$ -	\$ 49,218	\$ 406,718		
2047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 295,000	\$ 63,500	\$ -	\$ 50,203	\$ 408,703		
2048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310,000	\$ 48,750	\$ -	\$ 51,207	\$ 409,957		
2049	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325,000	\$ 33,250	\$ -	\$ 52,231	\$ 410,481		
2050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ 17,000	\$ -	\$ 53,275	\$ 410,275		
Totals	\$ 1,786,375	\$ 2,062,818	\$ 146,658	\$ 7,539	\$ 140,365	\$ (159,631)	\$ 5,475,000	\$ 5,222,000	\$ -	\$ 1,217,042	\$ 15,898,166		

[a] Assumes an interest rate of 5.0% for the Neighborhood Improvement Area #2 Reimbursement Obligation.

EXHIBIT G – MAP OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

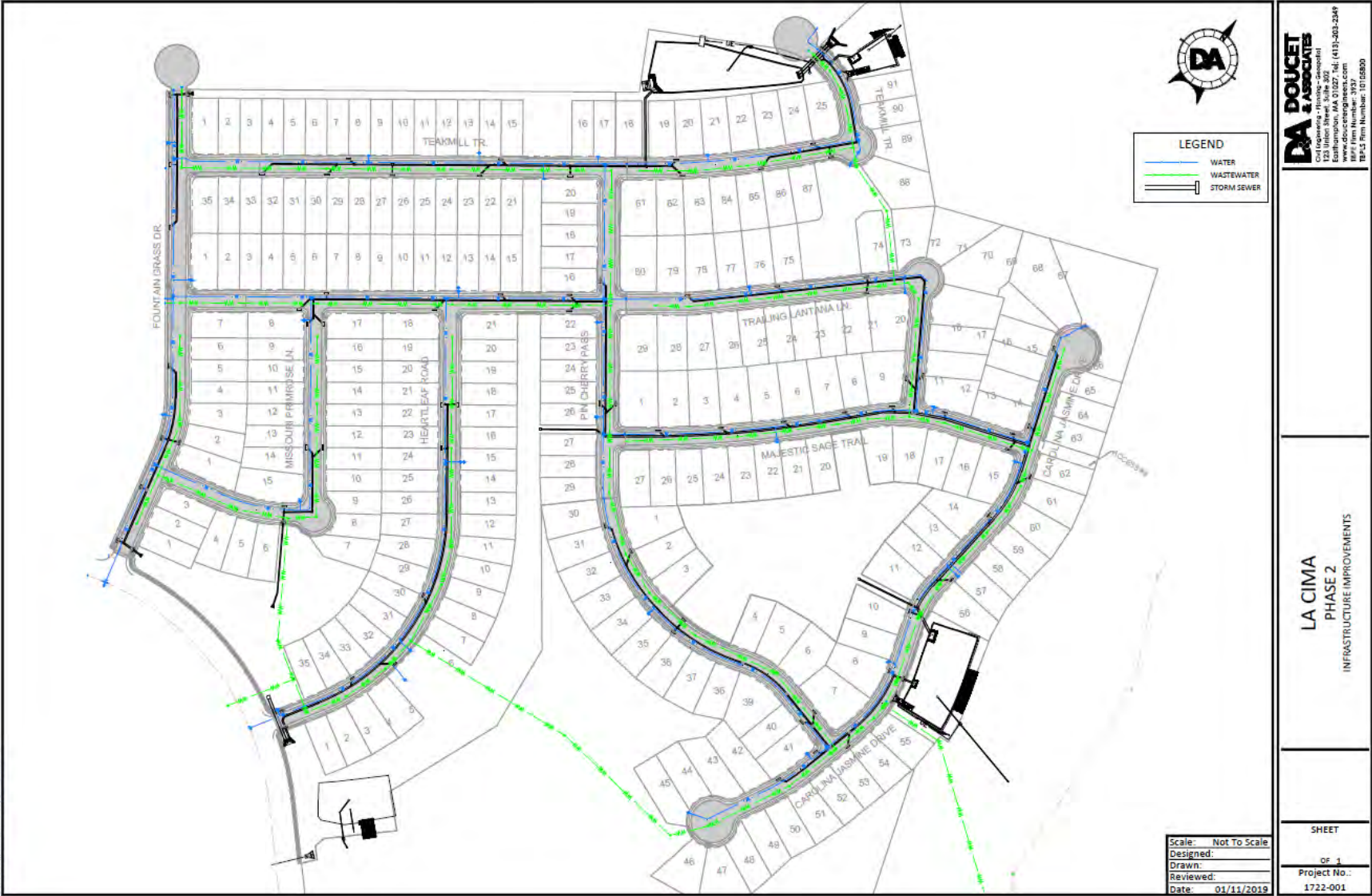


EXHIBIT H – ORIGINAL SAP

La Cima Public Improvement District

Service and Assessment Plan

7/21/15

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On September 23, 2014, (the “**Creation Date**”) the Hays County Commissioners Court approved that certain “Petition for the Creation of a Public Improvement District to Finance Improvements for La Cima” which authorized the creation of the La Cima Public Improvement District (the “**PID**”) to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the jurisdiction of Hays County, Texas (the “**County**”). Certain development standards have been established for the property within the PID under and pursuant to the terms and conditions of that certain Amended and Restated Development Agreement dated September 16, 2014 and recorded in Document No. 2014-14032062 of the Official Public Records of Hays County (the “Development Agreement”).

Chapter 372 of the Texas Local Government Code (as amended, the “**PID Act**”), governs the creation of public improvement districts within the counties of the State of Texas. This Service and Assessment plan was prepared pursuant to the PID Act. The PID Act requires that a Service and Assessment Plan “cover a period of five years and ... define the annual indebtedness and the projected costs for improvements.” It also requires the plan be reviewed and updated annually for the purpose of determining the annual budget for improvements. The details regarding the service for the PID are described in more detail in Section V herein.

The Special Assessment Roll for the PID is attached hereto as Appendix A, and is addressed in Section VIII. The Special Assessments as shown on the Assessment Roll are based on the method for establishing and levying the Special Assessment described in Sections V and VII.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

“**Acquisition and Reimbursement Agreement**” means (whether one or more) an agreement that provides for construction and dedication of a Public Improvement to the County or City prior to the Landowner being paid out of the applicable Neighborhood Improvement PID Bond proceeds, whereby all or a portion of the Actual Costs will be paid to Landowner initially from Special Assessment Revenues (and ultimately from Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds) to reimburse the Landowner for Actual Costs paid by the Landowner that are eligible to be paid with PID Bond proceeds. The form of Acquisition and Reimbursement Agreement shall be reasonably acceptable to both County and Landowner and substantially in accordance with the form attached as Exhibit “H” to the PID Financing

Agreement. It is intended that Acquisition and Reimbursement Agreements will be used in connection with Neighborhood Improvement PID Bonds.

“Actual Cost(s)” means, with respect to a Public Improvement, the Landowner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement, as specified in a payment request in a form that has been reviewed and approved by the County and in an amount not to exceed the amount for each Public Improvement as set forth in the Service and Assessment Plan (subject to cost overruns in Section 5.01(e) of the PID Financing Agreement). Actual Cost may include (a) the costs incurred by or on behalf of the Landowner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred by or on behalf of the Landowner in preparing the plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) a construction management fee of 4.0% of the costs incurred by or on behalf of the Landowner for the construction of such Public Improvement if the Landowner is serving as the Construction Manager, (e) the costs incurred by or on behalf of the Landowner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Public Improvements (f) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Public Improvements, (g) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus interest, if any, at the lower of (x) the maximum interest rate permitted by the PID Act or (y) the interest rate of the applicable PID Bonds calculated from the respective dates of the expenditures until the date of reimbursement therefore.

“Additional Interest” means the additional interest rate charged on Special Assessments, pursuant to Section 372.018 of the PID Act. The funds generated from the Additional Interest may be used as described in the Assessment Plan and may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%).

“Additional Neighborhood Improvement PID Bonds” are, with respect to each individual Neighborhood Improvement Area, additional Neighborhood Improvement Bonds that may be issued periodically in the future subsequent to the issuance of Neighborhood Improvement PID Bonds as individual Neighborhood Improvement Areas of the Project are developed and require financing of internal infrastructure improvements that benefit each associated Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

“Administrative Expenses” means the following actual or budgeted costs, as applicable, related to the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Public Improvements, in accordance with the terms of this Agreement.

“Administrator” means the employee or such other third party designee of the County, identified in any Indenture relating to the PID Bonds or any other agreement approved by the County Commissioners Court, who shall have the responsibilities provided for herein.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the outstanding PID Bonds in such Bond Year, assuming that the outstanding PID Bonds are retired as scheduled (including by reason of sinking fund installments), and (ii) the principal amount of the outstanding PID Bonds due in such Bond Year (including any sinking fund Installments due in such Bond Year).

“Annual Installments” means, with respect to each Assessed Parcel, each annual payment of the: (i) the Special Assessment (including the principal of and interest on), as shown on the Special Assessment Roll attached hereto as Appendix A, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) Administrative Expenses, and (iii) the Additional Interest.

“Annual Service Plan Update” means the annual review and update of the Service and Assessment Plan required by the PID Act and as set forth in Section V of this Service and Assessment Plan.

“Appraisal” means the Appraisal of La Cima dated effective September 16, 2014, prepared by The Aegis Group, Inc.

“Appraised Value – Additional Neighborhood Improvement PID Bonds” means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Additional Neighborhood Improvement PID Bonds.

“Appraised Value – Future Major Public Improvement PID Bonds” means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Future Major Public Improvement PID Bonds.

“Appraised Value – Major Public Improvement PID Bonds” means the values for each Assessed Parcel as set forth in the Appraisal.

“Appraised Value – Neighborhood Improvement PID Bonds” means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Neighborhood Improvement PID Bonds.

“Assessed Parcel(s)” means each respective parcel, other than Non-Benefitted Property, of land located within the PID, described by metes and bounds, by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the County, against which a Special Assessment is levied by the Assessment Order in accordance with the Service and Assessment Plan.

“Assessed Value” means, for use in determining the Special Assessments as described in **Section V** of this SAP, the estimated value for purposes of the collection of ad valorem taxes, as determined by the Landowner, of a Parcel or a Lot upon its final development with a completed home or completed commercial structure.

“Assessment Order” means each order adopted by the County Commissioners Court approving the Service and Assessment Plan (or such amendments and supplements to the Service and Assessment Plan) and levying the Special Assessments, as required by **Article II of the PID Financing Agreement**.

“Assessment Roll” means the document included in this Service and Assessment Plan as **Appendix A**, as updated, modified, supplemented or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means the improvements identified and authorized under Section 372.003 of the PID Act.

“Bond Issuance Costs” means costs relating to the authorization, sale and issuance of the PID Bonds including, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the County or Landowners in connection with the issuance of the PID Bonds, the SAP Consultant’s fees, bond (underwriter’s) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

“Bond Year” means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

“City” means City of San Marcos, Texas.

“County” means Hays County, Texas.

“County Commissioners Court” or **“Commissioners Court”** means the duly elected governing body of the County.

“Delinquency Reserve Requirement” means an amount equal to 5.0% of the principal amount of the Outstanding Bonds, which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund, but in no event shall the annual collections be more than 0.30% higher than the interest rate on the PID Bond or an amount as otherwise set forth in the applicable Indenture.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Parcel, including attorney’s fees.

“Developer” means La Cima San Marcos, LLC, an affiliate of the Landowner and a Texas limited liability company or its assignees or affiliates.

“First Phase Residential Parcels” means one or more individual Assessed Parcels within the PID which are expected to be developed in the first phases of the Project. At the time of the issuance of the Major Public Improvement PID Bonds, the Parcels designated as First Phase Residential Parcels are Residential Parcels 1–4 as depicted on **Appendix F** attached hereto.

“Future Major Public Improvement PID Bonds” means additional Major Public Improvement PID Bonds that may be issued in the future that are secured by Special Assessments levied on an Assessed Parcel and issued subsequent to the Major Public Improvement PID Bonds in order to fund Future Major Public Improvements.

“Future Major Public Improvements” means those Public Improvements that confer special benefit on the entire District and are to be financed with Future Major Public Improvement PID Bonds as shown in **Table III-B**.

“Future PID Bond Tests” means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds (other than the Major Public Improvement PID Bonds which are being issued concurrently herewith) which are more particularly described in Section IV herein.

“Indenture” means the applicable Indenture of Trust between the County and trustee relating to the issuance of a series of PID Bonds for financing costs of Public Improvements, as it may be amended from time to time.

“La Cima” or “Project” means the approximately 2,044 acres of land located in Hays County, Texas. The Project is contained within the area depicted on Table II-A. In addition, the Project is located within the extra-territorial jurisdiction of the City of San Marcos, Texas.

“Landowner(s)” means Lazy Oaks Ranch, LP or its successors or assignees.

“Landowner Agreement” means, with respect to the Major Public Improvements, that certain Landowner Agreement by and between Landowner and County dated July 21, 2015, and with respect to any Future Major Improvements or any Neighborhood Area Public Improvements, those certain Landowner Agreements by and between the applicable owner and the County at that time.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the Official Public Records of Hays County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and the Landowner and confirmed by the County Commissioners Court. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final Lot value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact Lot value, as determined by the Administrator and the Landowner and confirmed by the County Commissioners Court.

“Major Public Improvement PID Bonds” means those certain Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) that are secured by Special Assessments levied on an Assessed Parcel in order to fund Major Public Improvements.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any outstanding PID Bonds.

“Major Public Improvements” means those Public Improvements that confer special benefit on the entire District and are to be financed with Major Public Improvement PID Bonds, as set forth in **Table III-A** of this SAP.

“Maximum Potential Assessment – Major Public Improvement PID Bonds” means the Appraised Value for a Parcel divided by the applicable Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds.

“Maximum Potential Assessment – Future Major Public Improvement PID Bonds” means the Appraised Value for a Parcel less the product of the Special Assessment for the Major Public Improvement PID Bonds multiplied by the Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds divided by the applicable Minimum

Required Value to Lien Ratio – Future PID Bond Test Major Public Improvement PID Bonds.

“Minimum Required Value to Lien Ratio – Future Major Public Improvement PID Bonds” means, with respect to the assessment methodology for the Future Major Public Improvement PID Bonds as described in **Section V** of this SAP, the minimum ratio of the appraised value of a specific Parcel or a Lot to the associated Special Assessment for the specific Parcel or Lot.

“Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds” means with respect to the Major Public Improvement PID Bonds, the minimum ratio of the Appraised Value of a specific Parcel or a Lot to the associated Special Assessment for the specific Parcel or Lot.

“Neighborhood Improvement Area(s)” means one or more residential Assessed Parcels that are anticipated to be developed in the same general time period as generally depicted on **Appendix G** attached hereto. The depiction of the Neighborhood Improvement Areas on **Appendix G** is for illustrative purposes only and is subject to adjustment; as such Neighborhood Improvement Areas may be adjusted over time. The Parcels within a Neighborhood Improvement Area will be assessed in connection with the issuance of Neighborhood Improvement PID Bonds or Additional Neighborhood Improvement Bonds for the Neighborhood Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Parcels within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement PID Bonds” means PID Bonds that may be issued periodically in the future as individual Neighborhood Improvement Areas of the Project are developed and require financing of internal infrastructure improvements that benefit each associated Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

“Neighborhood Public Improvements” means those Public Improvements constructed that benefit any designated Neighborhood Improvement Area within the PID, financed with Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds and that confer a special benefit upon property within that Neighborhood Improvement Area.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements, including Landowner Association Property, Public Property, and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. An Assessed Parcel converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section V.E, remains subject to the

Special Assessments and requires the Special Assessments to be prepaid as provided for in Section V.E.

“Non-Residential Parcel” means one or more individual Parcels within the Project which are designated by the Landowners as Non-Residential Parcels. At the time of the issuance of the Major Public Improvement PID Bonds, the Parcels designated as Non-Residential Parcels are Non-Residential Parcels 1-5 as depicted on **Appendix F** attached hereto.

“Owner Association” means a homeowner’s association or property owner’s association.

“Owner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an owner’s association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel(s)” means a property identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Hays County, or by any other means determined by the County.

“PID” means the La Cima Public Improvement District created by the County pursuant to Resolution adopted by the Commissioners Court on September 23, 2014.

“PID Bonds” means the special assessment revenue bonds to be issued by the County, in one or more series, to finance the Public Improvements that confer special benefit on the land within the District, which may be used to fund any required reserves and amounts necessary to pay the Bond Issuance Costs, and which are to be secured by a pledge of the revenues and funds pledged under an Indenture, consisting primarily of the Special Assessments, pursuant to the authority granted in the PID Act, and as described by this SAP for the purposes of (i) financing the costs of Public Improvements and related costs, and (ii) reimbursing the Landowner for Actual Costs paid prior to the issuance of the PID Bonds. This term is used to collectively refer to the Major Public Improvement PID Bonds, the Future Major Public Improvement PID Bonds, the Neighborhood Improvement PID Bonds and the Additional Neighborhood Improvement PID Bonds throughout this SAP.

“PID Financing Agreement” means the La Cima Public Improvement District Financing Agreement by and between the County and Landowner dated July 21, 2015.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds and allowed by law, if any, reasonably expected to be incurred by or imposed upon the County as a result of any prepayment of a Special Assessment and the PID Bonds secured by such Special Assessment.

“Prepayment Reserve Requirement” means an amount equal to 1.5% of the principal amount of the Outstanding PID Bonds which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund, but in no event will deposits to the Prepayment Reserve be more than 0.20% higher than the actual interest rate on the PID Bonds or amount as otherwise set forth in the applicable Indenture.

“Property” means the property located within the PID and depicted and described by the map on Exhibit A to Resolution No. 30162, adopted by the Commissioners Court of the County on September 23, 2014.

“Public Improvements” mean the improvements authorized under Section 372.003 of the PID Act and designed, constructed, and installed in accordance with the PID Financing Agreement and any future amendments thereto. Certain of the Public Improvements will confer benefit on the entire District and certain Public Improvements will confer benefits only in certain Neighborhood Improvement Areas.

“Public Property” means property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, or through a public utility easement.

“Residential Parcel” means one or more individual Parcels which, per the Landowner, are designated for the future development of residential lots and homes.

“Second Phase Residential Parcels” means, at the time of the issuance of the Major Public Improvement PID Bonds, Residential Parcels 5-8. A parcel currently designated as a Second Phase Residential Parcel will be re-designated, for purposes of determining the applicable Value to Lien Ratio, as a First Phase Residential Parcel at the time the Acquisition and Reimbursement Agreement for the applicable Neighborhood Improvement Area is executed.

“Service and Assessment Plan” “Assessment Plan” or “SAP” means this La Cima Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the County Commissioners Court in the initial Assessment Order for the purpose of assessing allocated costs against property located within the boundaries of the PID.

“Special Assessments” means the assessments levied against properties in the District, as provided for in the applicable Assessment Order and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Special Assessment Revenues” means the monies collected from Special Assessments, including supplemental assessments and reassessments, interest, expenses, or penalties on Special Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of the Special Assessments.

“Value to Lien Ratio” means the appraised value or other third party valuation acceptable to the County of a Parcel or Parcels divided by the Special Assessment levied against such Parcel or Parcels.

Section II

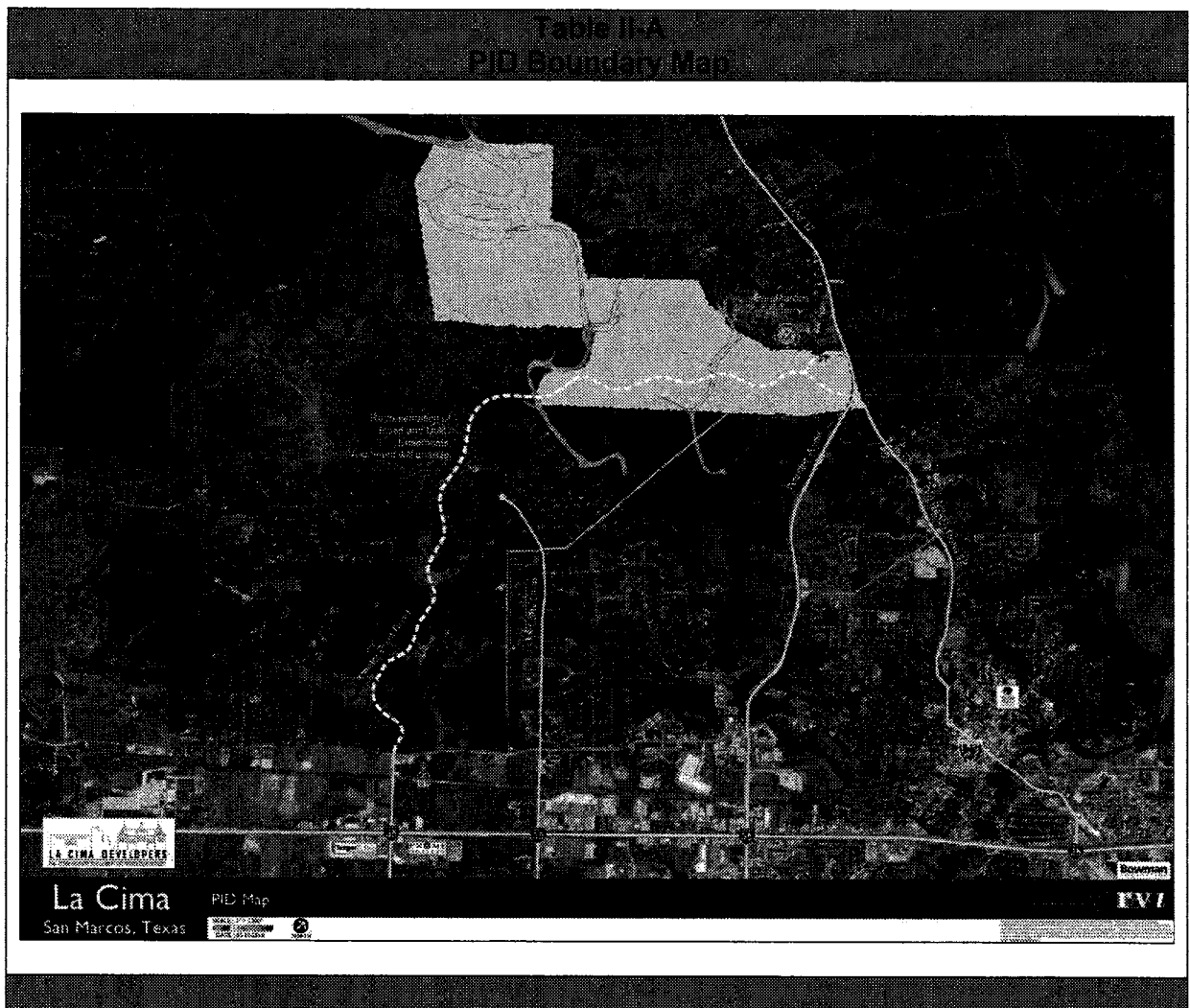
PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the property depicted and described by the map on Exhibit A to Resolution No. 30162, as adopted by the Commissioners Court on September 23, 2014, authorizing creation of the PID. The PID is located entirely within the County's corporate limits as well as within the City's extra-territorial jurisdiction. The PID contains approximately 2,044 acres of which approximately 1,180 acres are planned for the development of approximately 2,000 single family residential lots and 167.7 acres planned for commercial and office development, and includes the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

In addition, an easement encompassing approximately 700 acres of the PID has been acquired for \$2.0 million by the County as part of the Hays County Regional Conservation Plan (the "HCRC Plan") as a habitat preserve for the golden-cheeked warbler by a perpetual conservation easement (the "Habitat Preserve"). The County and the Landowner intend to enter into a conservation easement for the Habitat Preserve. The Habitat Preserve is intended to be open during non-mating season to the public for passive public use such as hiking and providing hundreds of acres of trails and nature for residents of the community, subject to the terms of the HCRC Plan.

A map of the Property is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix B.



A. Neighborhood Improvements

The Neighborhood Improvements Areas are expected to be developed in the future, pursuant to one or more Acquisition and Reimbursement Agreements. As these Neighborhood Improvement Areas are developed and Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are contemplated, this SAP will be amended to add a new table (**Table II-B**) that describes the development of the applicable Neighborhood Improvement Areas. Any future Neighborhood Improvement Bond and Additional Neighborhood Improvement PID Bond issues will require Commissioners Court approval. The depiction of the Neighborhood Improvement Areas on Appendix G is for illustrative purposes only and is subject to adjustment; as such Neighborhood Improvement Areas may be adjusted over time.

Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that a County may choose to undertake with the establishment of a Public Improvement District. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing.

The County has determined that of the improvements authorized under the PID Act, it will undertake the Public Improvements more particularly described in **Section III.B** and **Section III.C** herein.

B. Descriptions and Costs of the Major Public Improvements

The Major Public Improvement PID Bonds will only fund Public Improvements which confer a special benefit on the property in the entire PID; although different Parcels may be allocated costs of Major Public Improvements on a prorated basis depending on what benefit that Parcel receives for an associated Major Public Improvement. The Major Public Improvements are described below and the costs are shown in **Table III-A**. The

Actual Costs to construct the Major Public Improvements are \$17,599,650. The Actual Costs shown in **Table III-A** may be revised in Annual Service Plan Updates.

Water Improvements

- These improvements include the required water improvements to serve all Parcels of La Cima with up to 3,000 Living Unit Equivalents (“LUEs”). These improvements consist of upgrading the City’s existing water pumping facility located on the east side of RR 12 north of the San Marcos Academy entrance, installation of a 300,000-gallon elevated storage tank, construction of approximately 2,700 linear feet of 12” water main from the water pumping facility to the on-site elevated storage tank. From there distribution lines serve the development including approximately 6,650 linear feet of 16” water main coming south from the elevated storage tank to Centerpoint Road and then south along Centerpoint Road to Central Park Loop. Two 12” waterlines connect to this transmission main – one extending approximately 1,000 linear feet north along Centerpoint Road to RR 12 and the other along Central Park Loop from Centerpoint Road approximately 3,700 linear feet to Residential Parcel 7.
- The initial water improvements include acquisition of approximately 2,000 linear feet of easements along RR 12 and through the San Marcos Academy for the water line extension and an additional approximately 0.5-acre easement for the water pump station facility located adjacent to the existing RR 12 water plant site.
- The map labeled “Phase I Major Improvement PID Water Improvements” which is attached hereto as **Appendix H** depicts these proposed improvements. The cost of these improvements is \$3,729,795 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.

Wastewater - Academy Lift Station

- These improvements include improvements to the neighboring San Marcos Academy existing lift station to increase capacity, construction of a new on-site lift station, and installation of new wastewater gravity and force main piping to serve and Residential Parcels 1-4 of the Project. This system includes upgrades to pumps and the electrical system at the existing San Marcos Academy Lift Station, construction of a new on-site lift station (the “Phase 1 Lift Station”) near the southern boundary of Residential Parcel 2, installation of approximately 3,175 linear feet of 12” gravity wastewater piping, 4,000 linear feet of 8” and 12” service stubs to provide service to the adjoining development areas, and approximately 4,000 linear feet of 4” force main. The map labeled “Phase I Major Improvement PID Wastewater Improvements (Academy Lift Station)” attached hereto as **Appendix H** depicts these proposed improvements. The cost of these improvements is \$1,945,987 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Residential Parcels 1-4 of the Project.

Wastewater – Franklin Improvements

- To accommodate the additional flow through the Academy Lift Station and the new Phase 1 Lift Station, these improvements also include pump and electrical improvements at the Franklin Lift Station; upgrading approximately 1,400 feet of existing 8" gravity wastewater main in Craddick to 10"; upgrading approximately 900 linear feet of existing 10" gravity wastewater main in Craddick to 12"; and survey, design, permits and easements for upsizing of approximately 3,100 feet of existing 12" to 18" line at Purgatory Creek (the construction of which will be funded through an existing approved City Capital Improvement Project). The map labeled "Franklin Wastewater Improvements" attached hereto as **Appendix H** depicts these proposed improvements.
- The Phase 1 Lift Station, wastewater piping, and improvements to the Franklin Lift Station and upsizing to Craddick and Purgatory Creek force mains that are part of this system provide wastewater service to Residential Parcels 1 thru 4. Via the Academy Lift Station upgrades and the other improvements, this system will provide 725 LUE's of wastewater service to be allocated between those Parcels projected to serve the initial three to five years of the Project. This system will also hook into and be used as part of the full-build-out wastewater service described below to serve all Parcels within the Project.
- The cost of these improvements is \$719,033 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Residential Parcels 1-4 of the Project.

Wastewater – Hunter Road

- These improvements include survey, design and easements for proposed additional onsite and offsite wastewater facilities to provide up to 3,000 LUE's of wastewater over the life of the Project to serve all Parcels of the Project. The survey, design and easement costs are \$568,000 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 5-8 of the Project.

Road Improvements

- **Centerpoint Road from RR12 to Central Park Loop:** This consists of approximately 1,000 linear feet of 4-lane divided roadway from the primary entrance of the Project at Wonder World Drive and RR12, tapering for approximately 500 feet to 2-lanes, and then approximately 6,200 feet arterial roadway through Non-Residential Tax Parcels 1 thru 5 and then thru Residential Tax Parcels 1 thru 4 ending at the Central Park Loop. This consists of approximately 1,500 linear feet of 4-lane arterial roadway from the primary entrance of the Project at Wonder World Drive and RR12 through Non-Residential Parcels 1 thru 5 and then 6,000 linear feet of a three lane roadway thru Residential Parcels 1 thru 4 ending at the Central Park Loop. The roadway

pavement section is assumed to consist of 5" asphalt concrete with 14" flexible base and concrete ribbon curb. Centerpoint Road storm water conveyance will consist of open swale drainage with integrated bio swales to provide water quality treatment. The cost of these improvements is \$7,109,257 and will be funded by the Major Public Improvement PID Bonds. The costs of the improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.

- **Central Park Loop:** This consists of approximately 1,000 linear feet of a three lane collector roadway which connects Centerpoint Road to the Central Park Loop and the amenity center to be located along the Central Park Loop. The roadway pavement section is assumed to consist of 3.5" asphalt concrete with 8" flexible base and concrete ribbon curb. Storm water conveyance will consist of open swale drainage with integrated bio swales to provide water quality treatment. The cost of these improvements is \$990,154 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.
- **Secondary Entry Road at Academy:** This consists of approximately 1,200 linear feet of a two lane roadway serving as a secondary entrance to the Project from RR 12. This secondary entry road also provides beneficial access to and from the Project and the neighboring San Marcos Academy private school. Construction of this road was completed in Fall 2013 at a total construction and related costs of \$1,044,383 and will be acquired by the County from the Landowner and the Landowner will be reimbursed from proceeds of the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to all Parcels.
- The map labeled "Phase 1 Master PID Road Improvements" attached hereto as **Appendix H** depicts these proposed improvements.

Soft Costs

- **Soft Costs from September 2013 to Major Public Improvement PID Bond Issue.** The Landowner has spent approximately \$1,493,041 on engineering and other soft costs related to Public Improvements from September 1, 2013 through the date of the closing of the Major Public Improvement PID Bonds. These costs will be reimbursed to the Landowner from proceeds of the Major Public Improvement PID Bonds and are being allocated to all Parcels.

**Table III-A
Authorized Improvements
Major Public Improvement PID Bond**

Description	Total
Water	\$ 3,729,795
Wastewater - Academy LS	\$ 1,945,987
Wastewater - Franklin Improvements	\$ 719,033
Wastewater - Hunter Road	\$ 568,000
Central Park Loop Road	\$ 990,154
Center Point From RR12 to Central Park Loop	\$ 7,109,257
Secondary Entry Road at Academy	\$ 1,044,383
Soft Costs from 9/1/13 through Closing	\$ 1,493,041
Total Authorized Improvements	\$ 17,599,650

Note: Costs provided by Bowman Consulting. The figures shown in Table III-A may be revised in Annual Service Plan Updates. The secondary entry road at Academy and soft costs shown in Table III-A have been previously incurred and will be reimbursed to the Owner upon issuance of the Major Public Improvement PID Bond pursuant to the PID Finance Agreement. The Owner will reinvest these funds into the transaction as the "Owner Contribution" (See Table VI-A).

C. Descriptions and Estimated Costs of the Future Major Public Improvements

Future Major Public Improvement PID Bonds, pursuant to Section 5.01 of the PID Financing Agreement, may be requested to be issued in the future subject to the approval of the Commissioners Court to fund some or all of the Future Major Public Improvements described below. The estimated Actual Cost to construct the Future Major Public Improvements is \$19,732,541. The Actual Costs shown in **Table III-B** are estimates and may be revised in Annual Service Plan Updates. In association with issuing the Future Major Public Improvement PID Bonds, this Service and Assessment Plan will be amended to identify the Future Major Public Improvement PID Bonds Authorized Improvements that benefit the Assessed Parcels. Notwithstanding the foregoing, the Future Major Public Improvements may be funded by Neighborhood Improvement PID Bonds instead of Future Major Public Improvement PID Bonds.

The Future Major Public Improvements include, but are not limited to, the following items:

- Hunter Road Wastewater System
- Wastewater Interceptor Lines
- Water Transmission System
- Central Park Loop – East
- Central Park Loop – West
- Centerpoint Road – Phase 2
- Acquisition of Right of Way – Centerpoint Road
- Monumentation
- Landscaping

Table III-B Estimated Authorized Improvements Additional Major Public Improvement PID Bond	
Description	Total
Wastewater - Hunter Road	\$ 4,038,405
Wastewater Interceptors	\$ 1,775,000
Water Transmission Lines	\$ 820,800
Central Park Loop - East	\$ 2,735,543
Central Park Loop - West	\$ 2,078,179
Centerpoint Road Phase 2	\$ 1,910,814
Acquisition of Right of Way - Centerpoint Road	\$ 800,000
Monumentation	\$ 843,000
Landscaping	\$ 4,730,800
Total Authorized Improvements	\$ 19,732,541
Note: Cost estimates provided by Bowman Consulting. The figures shown in Table III-B are estimates, and may be revised in Annual Service Plan Updates.	

The anticipated monumentation and associated signage to be constructed as part of the Future Major Improvements will be that typically associated with master planned communities including high quality and low profile signs displaying the neighborhood name and directional signage for amenities and to other neighborhoods within the Project. The monumentation and signage will be sited as to be easily viewed from the roadways. The design and construction of the monumentation and signage will be to City standards and specifications. These features will enhance the Project and therefore is intended to increase Parcel and Lot values.

D. Neighborhood Public Improvements Overview

The Neighborhood Improvement Areas are expected to be developed in the future. When and if the Neighborhood Improvement Areas are developed and the Landowner, Developer and the County execute an Acquisition and Reimbursement Agreement, and/or Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are approved for issuance, this Service and Assessment Plan will be amended to incorporate the Neighborhood Public Improvements that benefit the respective Neighborhood Improvement Areas. The issuance of any Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds to fund the Neighborhood Public Improvements will require Commissioners Court approval.

Section IV

FUTURE PID BOND TESTS

Prior to the issuance of Future Major Public Improvement PID Bonds, Neighborhood Improvement PID Bonds, and/or Additional Neighborhood Improvement PID Bonds, the applicable Future PID Bond Test as outlined herein will be undertaken by the Landowner and/or the Developer and verified by the Administrator. In addition to the criteria outlined herein, the participating underwriter of a series of PID Bonds may have additional investment and underwriting criteria which must be met in order to market the PID Bonds. The criteria outlined herein serves as a baseline for the County to consider when requested by the Landowner to issue Future PID Bonds. In addition to the criteria outlined in the applicable Future PID Bond Test, the County may consider additional requirements prior to authorizing the issuance of any Future PID Bonds, including but not limited to market condition assessment, possibly including market study update, development of the District and current status of Landowner, Developer and related builder positions. The Commissioners Court may require a recommendation from County staff, advisors and consultants.

The purpose of these Future PID Bond Tests is to protect the credit position of the bondholders of the Series 2015 Major Public Improvement PID Bonds. It is expected that additional bonds that will have an equal lien to the Series 2015 Major Public Improvement PID Bonds will be issued as the development of the Project continues. These Future PID Bond Tests are intended to limit the issuance of PID Bonds secured by Special Assessments that are on parity with the Special Assessments securing the Major Public Improvement Bonds to those scenarios in which the Property is developing and the overall bondholder credit is gradually improving concurrent with private investment into the property.

In order to issue future or additional PID Bonds, the future or additional PID Bonds must mature on September 15 in each of the years in which they are scheduled to mature and the applicable Future PID Bond Tests must be met.

Future PID Bond Tests – Future Major Public Improvement PID Bonds

Future Major Public Improvement PID Bonds are intended to reimburse the Landowner for Future Major Public Improvements that benefit all Parcels within the District. It is anticipated that these Future Major Public Improvement PID Bonds, if undertaken, will occur to fund and/or reimburse the Landowner for privately funding Public Improvements undertaken within the District.

To request approval Future Major Public Improvement PID Bonds, the following tests must be satisfied:

- No existing default under the PID Financing Agreement or the Development Agreement after expiration of any applicable notice and cure periods by the

Landowner, the Developer, or any property Landowner of more than 5% of the properties within the District for failure to pay Special Assessments or ad valorem taxes on Parcels owned by such Landowner prior to delinquency date. No existing default by the Landowner, the Developer, or any property owner for failure to comply with any continuing disclosure requirements for the Bonds;

- The Landowner and/or the Developer, as applicable, must certify that within the District, at least 200 homes are either (i) complete or, (ii) if such homes are in construction, at least 75% complete. Such certification must be reviewed and confirmed by the Administrator at the expense of the Landowner and/or Developer.
- For each Parcel located within the District, the Value to Lien Ratio, as determined by an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner), after taking into account the outstanding PID Bonds and the proposed Future Major Public Improvement PID Bonds are as follows:
 - The Value to Lien Ratio of all Parcels within the District must be greater than 4:1.
 - At least 80% of the individual Parcels in the District shall have a Value to Lien Ratio of at least 3:1 or greater. No Parcels shall have a Value to Lien Ratio of less than 2.5:1.

Future PID Bond Tests – Neighborhood Improvement PID Bond

These Neighborhood Improvement Bonds may be issued to fund and/or reimburse the Landowner for privately funding the internal Neighborhood Public Improvements and/or Future Major Improvements not previously financed by Future Major Improvement PID Bonds that are allocated to a given Neighborhood Improvement Area and that are within each Neighborhood Improvement Area, or a subdivision thereof, as the Project is gradually developed. The proceeds of the Neighborhood Improvement Bonds are expected to be used to improve the Parcels from master improved Neighborhood Improvement Areas to individual buildable finished Lots.

To request approval for Neighborhood Improvement PID Bonds, the following tests must be satisfied:

- No existing default under the PID Financing Agreement the applicable Acquisition and Reimbursement Agreement or the Development Agreement after expiration of any applicable notice and cure periods by the Landowner, the Developer, or any property owner of more than 5% of the property within the applicable Neighborhood Improvement Area for failure to pay Special Assessments or ad valorem tax on Parcels in the applicable Neighborhood Improvement Area owned by such Landowner, Developer, or property owner prior to the delinquency date. or No existing default by the Landowner, the Developer, or any property owner for failure to comply with continuing disclosure requirements for the Major Improvement PID Bonds and the Future Major Public Improvement PID Bonds, if any;

- A minimum of 60% of the Lots in the applicable Neighborhood Improvement Area to be improved by the Neighborhood Improvement Bonds shall be under contract with a merchant builder or real estate developer for sale to the end user following the construction of the Neighborhood Public Improvements.
- For each Parcel located within the applicable Neighborhood Improvement Area, the Value to Lien Ratio, as determined by an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner or Developer), after taking into account the outstanding PID Bonds and the proposed Neighborhood Improvement PID Bonds are as follows:
 - The Value to Lien Ratio of all Parcels in the Neighborhood Improvement Area must be greater than 3.0:1.
 - Further, at least 80% of the individual Parcels in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio at least 3.0:1 or greater. No Parcels in the Neighborhood Improvement Area shall have a Value to Lien Ratio less than 2.5:1.

Future PID Bond Tests – Additional Neighborhood Improvement PID Bonds

These Additional Neighborhood Improvement PID Bonds may be issued if the initial issuance of Neighborhood Improvement PID Bonds is inadequate to fund and/or reimburse the Landowner for the entire cost of the associated Neighborhood Public Improvements relating to the finished lots and the Landowner, Developer or merchant builder has utilized private funding for financing the balance of the cost of completing the individual lots with the required level of qualified Neighborhood Public Improvements.

In order to request approval for an Additional Neighborhood Improvement PID Bond, the following criteria must be met:

- No existing default under the PID Financing Agreement, the applicable Acquisition and Reimbursement Agreement or the Development Agreement after expiration of any applicable notice and cure periods by any of the Landowner, the Developer, or any property owner of more than 5% of the properties within the Neighborhood Improvement Area for failure to pay Special Assessments and ad valorem taxes on Parcels in the applicable Neighborhood Improvement Area owned by the Landowner, the Developer, or such property owner prior to the delinquency date. No existing default by the Landowner, the Developer, or any property owner for failure to comply with continuing disclosure requirements for the Major Improvement PID Bonds, the Future Major Public Improvement PID Bonds, and the Neighborhood Improvement PID Bonds, if any;
- The Landowner and/or the Developer, as applicable, must certify that within the Neighborhood Improvement Area at least 75% of the homes are either (i) complete or, (ii) if in construction, at least 50% complete. Such certification must be reviewed and confirmed by the Administrator at the expense of the Landowner or Developer.
- For each Parcel located within the applicable Neighborhood Improvement Area, the Value to Lien Ratio, as determined by an appraisal or other third party

valuation acceptable to the County (at the sole cost of the Landowner or Developer), after taking into account the outstanding PID Bonds and the proposed Additional Neighborhood Improvement PID Bonds are as follows:

- The Value to Lien Ratio for all Parcels in the Neighborhood Improvement Area must be greater than 6.0:1.
- Further, at least 80% of the Parcels in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio of at least 5.0:1 or greater. Furthermore, as certified by the Landowner and/or Developer, as applicable, reviewed and confirmed by the Administrator, any Parcels in the applicable Neighborhood Improvement Area with a Value to Lien Ratio of less than 3:1 shall be subject to a contract for sale with a merchant builder or real estate developer who is not a related party to the Landowner of the Property. No individual Parcel in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio less than 2.5:1.

Appendix D presents the estimated additional Special Assessment for each Parcel assuming the issuance of Neighborhood Improvement PID Bonds and Additional Neighborhood PID Bonds. It is expected that these Special Assessments will be levied prior to the construction of the Neighborhood Improvement Area Public Improvements.

The calculation of the estimated valuation prior to and assuming the issuance of the Neighborhood Improvement PID Bonds and the Additional Neighborhood Improvement PID Bonds, estimated costs, the allocation of estimated public improvement costs, the Special Assessment allocation, the sources and uses of funds, the projected debt service and administrative expenses and special benefit summary assuming the issuance of Neighborhood Improvement PID Bonds are attached as **Appendix D** and **Appendix E**. The costs presented in **Appendix D** and **Appendix E** are estimates only and subject to adjustment.

Section V

ASSESSMENT PLAN

A. Introduction

The PID Act requires the Commissioners Court to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel resulting from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited.

Table V-A details the estimated allocation of costs of the Public Improvements to the Assessed Parcels. This section describes the special benefit received by each Parcel within the PID as a result of the Public Improvements, provides the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and establishes the methodologies by which the Commissioners Court allocates and reallocates the special benefit of the Public Improvements to Parcels or Lots in a manner that results in equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The Commissioners Court has the authority to determine the assessment methodologies to be used in the PID.

At this time it is difficult to determine with absolute certainty the amount of the special benefit to each Parcel within the PID from the Public Improvements except from the Major Public Improvements. Accordingly, it is hereby understood and acknowledged by the County and the Landowner that the Special Assessments associated with the Major Public Improvement PID Bonds are the only Special Assessments that can be addressed with reasonable certainty in the Assessment Plan. As a result, the Assessment Plan will need to be amended over time as subsequent (i) Future Major Public Improvements are constructed and financed with either Future Major Public Improvement PID Bonds or Neighborhood Improvement PID Bonds; and (ii) Neighborhood Improvement Areas are developed (and Neighborhood Improvement PID Bonds or Additional Neighborhood Improvement PID Bonds are issued) in accordance with the terms set forth in this Service and Assessment Plan.

In connection with the issuance of Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds and/or execution of related Acquisition and Reimbursement Agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Assessed Parcel within a Neighborhood Improvement Area receives from the specific Neighborhood Public Improvements funded with those Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds issued with respect to that Neighborhood Improvement Area. Prior to assessing Parcels located within Neighborhood Improvement Areas in connection with the execution of an Acquisition and

Reimbursement Agreement and the issuance of Neighborhood Improvement PID Bonds, each Landowner of the Parcels to be assessed must acknowledge that the Public Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Special Assessment to pay for the Actual Costs of such Public Improvements, pursuant to the applicable Landowner Agreement.

B. Special Benefit

An Assessed Parcel must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The costs of the Major Public Improvements are provided specifically for the benefit of an Assessed Parcel. The Major Public Improvements (more particularly described on **Table III-A**) and the Bond Issuance Costs of the Major Public Improvement PID Bonds and payment of costs incurred in the establishment of the District are costs authorized under the PID Act.

At the time the Commissioners Court approved the SAP, the Landowner owned 100% of the Assessed Parcels. The Landowner has acknowledged that the Public Improvements confer a special benefit on the Assessed Parcels and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Landowner has ratified, confirmed, accepted, agreed to and approved pursuant to the Landowner Agreement dated July 21, 2015: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the Assessment Order; (ii) the SAP and the Assessment Order, and (iii) the levying of Special Assessments on the Assessed Parcels.

The Commissioners Court has determined that funding the Actual Costs through the PID serves a public purpose and is beneficial to the County. The Public Improvements result in a special benefit to the Assessed Parcels, and such special benefit exceeds the amount of the Special Assessment. This conclusion is supported by the information provided to the Commissioners Court regarding the PID.

C. Allocation of Actual Costs of Major Public Improvements

The Major Public Improvements provide a special benefit to the Parcels within the PID. The Actual Costs of the Major Public Improvements are, therefore, allocated to Parcels entirely within the PID, as shown in **Table V-A**. The costs detailed in **Table V-A** represent only estimates and are subject to revision through the Annual Service Plan Updates. A more detailed schedule of how the Major Public Improvements have been allocated by Parcel is presented in **Appendix J**.

In addition, with reference to **Section 5.01 of the PID Financing Agreement**, Future Major Public Improvement PID Bonds may be requested to be issued in the future subject to the approval of the County Commissioners Court. Should that occur, then in association with issuing Future Major Public Improvement PID Bonds; this Service and

Assessment Plan will be amended to identify the Future Major Public Improvement PID Bonds Authorized Improvements that benefit the Assessed Parcels.

Table V-A Allocation of Public Improvement Costs Major Public Improvement PID Bond			
Public Improvement	Total Cost (a)	PID Assessed Parcels	
		% Allocation	Share of Costs
Water	\$ 3,729,795	100%	\$ 3,729,795
Wastewater - Academy LS	1,945,987	100%	1,945,987
Wastewater - Franklin Improvements	719,033	100%	719,033
Wastewater - Hunter Road	568,000	100%	568,000
Central Park Loop Road	990,154	100%	990,154
Center Point From RR12 to Central Park Loop	7,109,257	100%	7,109,257
Secondary Entry Road at Academy	1,044,383	100%	1,044,383
Soft Costs from 9/1/13 through Closing	1,493,041	100%	1,493,041
Total Public Improvements	\$ 17,599,650		\$ 17,599,650

(a) See Table III-A for details. Any Public Improvement that is allocated 100% to the Assessed Property is necessary to provide service to all of the Property except that individual parcels may have different levels of benefit and assessment for a specific Public Improvement with respect to the Major Public Improvement PID Bonds.

D. Allocation of Actual Costs of Neighborhood Improvement PID Bonds.

As Neighborhood Improvement Areas are developed and the County, Landowner, Developer and/or subsequent owner(s) execute an Acquisition and Reimbursement Agreement, and/or Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are approved for issuance, the Assessment Plan will be amended to reflect and include information on the special benefit to any associated property in the PID.

Further, to the extent a Public Improvement benefits portions of an Assessed Parcel both inside and outside of an associated Neighborhood Improvement Area, then a new **Table V-C** will be added showing the special benefit to the Assessed Parcels both inside and outside the Neighborhood Improvement Area and that Neighborhood Improvement Area will only be assessed based on the percentage of Actual Costs that benefit it, and the remainder will be assessed to future Neighborhood Improvement Areas.

E. Special Assessment Methodology

The Commissioners Court may assess Actual Costs against an Assessed Parcels so long as the special benefit conferred upon the Assessed Parcels by the Public Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may be

assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Parcel similarly benefited.

Assessment Methodology for the Major Public Improvements:

For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with the Major Public Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the PID as follows:

1. Determine the Appraised Value – Major Public Improvement PID Bonds for each Parcel
2. Apply the Minimum Required Value to Lien Ratio – Major Improvement Bonds applicable for each Parcel to determine the Maximum Potential Assessment – Major Public Improvement PID Bonds by Parcel = **A**
3. Calculate the Assessed Value for each Parcel at final build out
4. For each line item within the Major Public Improvements estimated cost summary, identify which Parcels are benefitted by that particular Major Public Improvement
5. Allocated the Major Public Improvements pro-rata by the Assessed Value by Parcels benefitting from each Major Public Improvement (as shown in **Appendix J**)
6. The above steps (3 through 5) calculate the allocated Major Public Improvements by Parcel = **B**
7. **Choose the lesser of A or B as the Special Assessment for each Parcel**

The Special Assessments associated with the Major Public Improvement PID Bonds for each Parcel are based on the methodology described above. As Lots are platted in accordance with the Parcel Map (**Appendix I**), each Lot will be allocated the Special Assessment as estimated and shown pursuant to **Appendix K** based its pro-rata share of the estimated build out value of the Parcel. For example, if Residential Parcel #1 includes 81 50' and 47 60' Lots, then the amount of the assessment for Residential Parcel #1 is \$ 1,290,000, which can be obtained from using this formula, (81 x \$9,145.61) + (47 x \$11,412.48) + (\$12,900) (allocated to the Owner Association).

Assessment Methodology for Future Major Public Improvements:

For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with Future Major Public Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the PID based on the following steps:

1. Determine the Appraised Value – Future Major Public Improvement PID Bonds for each Parcel
2. Apply the Minimum Required Value to Lien Ratio – Future Major Public Improvement PID Bonds applicable for each Parcel to determine the Maximum Potential Assessment – Future Major Public Improvement PID Bonds by Parcel = **A**

3. Calculate the Assessed Value for each Parcel at final build out
4. For each line item within the Major Public Improvements estimated cost summary, identify which Parcels are benefitted by that particular Improvement
5. Allocated the Major Public Improvements pro-rata by the Assessed Value by Parcels benefitting from each Major Public Improvement (as shown in **Appendix J**)
6. The above steps (3 through 5) calculate the allocated Major Public Improvements by Parcel = **B**
7. **Choose the lesser of A or B as the Special Assessment for each Parcel.**

Assessment Methodology for Neighborhood Improvement Areas:

For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with the Neighborhood Public Improvements and applicable Acquisition and Reimbursement Agreements and Neighborhood Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the applicable Neighborhood Improvement Area based on the ratio of the estimated build out value of each Parcel or Lot in the Neighborhood Improvement Area to the estimated build out value for all Parcels or Lots within the Neighborhood Improvement Area.

Based on the cost estimates provided by the Landowner for the Major Public Improvements, the Commissioners Court has determined that the benefit to the Assessed Parcels from the Major Public Improvements is at least equal to the Special Assessments levied on the Assessed Parcels as subdivided into individual Lots.

The Special Assessment and Annual Installments for each Parcel or Lot are shown on the Assessment Roll, attached as **Appendix A** and **Appendices A-1 through A-15**. The Special Assessment allocated to each Parcel or Lot shall not be changed except as authorized by the Assessment Plan or the PID Act. **Table V-B** summarizes the initial allocation of the Special Assessment relating to Major Public Improvement PID Bonds for the Assessed Parcels at the time the Assessment Order was adopted by the Commissioners Court. A more detailed allocation of the Special Assessments by Parcel and Lot Type upon the full build out of the Project (i.e. Neighborhood Improvement Areas) is presented in **Appendix L**.

**Table V-B
Assessment Allocation
Major Public Improvement PID Bond**

Parcel	Net Acres	Parcel Appraised Value	Required Value to Lien Ratio	Maximum Assessment per VTL = A	Estimated Buildout AV (a)	Estimated Allocated Total Public Improvements = B (b)	Gross Assessment (Lesser of A or B)	Less: HOA (1%)	Net Assessment	% of Total Assessment	Gross Annual Installment (c)	Less: HOA (1%)	Net Annual Installment (b)
Non-Residential #1	33.6	\$ 4,540,000	4.00	\$ 1,135,000	\$ 90,161,002	\$ 1,436,143	\$ 1,135,000	\$ 11,350	\$ 1,123,650	5.91%	\$ 85,307	\$ 853	\$ 84,454
Non-Residential #2	32.6	3,550,000	4.00	887,500	87,477,639	1,342,961	885,000	8,850	876,150	4.61%	\$ 66,517	665	65,852
Non-Residential #3	44.5	4,850,000	4.00	1,212,500	119,409,660	1,833,249	1,210,000	12,100	1,197,900	6.30%	\$ 90,944	909	90,035
Non-Residential #4	37.1	5,010,000	4.00	1,252,500	99,552,773	1,584,213	1,250,000	12,500	1,237,500	6.51%	\$ 93,951	940	93,011
Non-Residential #5	19.9	2,250,000	4.00	562,500	53,398,927	824,570	560,000	5,600	554,400	2.92%	\$ 42,090	421	41,669
Residential #1	71.7	3,870,000	3.00	1,290,000	39,278,250	1,308,690	1,290,000	12,900	1,277,100	6.72%	\$ 96,957	970	95,987
Residential #2	60.0	3,240,000	3.00	1,080,000	43,740,000	1,374,625	1,080,000	10,800	1,069,200	5.63%	\$ 81,173	812	80,362
Residential #3	96.1	5,575,000	3.00	1,858,333	67,554,000	2,165,516	1,860,000	18,600	1,841,400	9.69%	\$ 139,798	1,398	138,400
Residential #4	66.7	3,735,000	3.00	1,245,000	50,177,250	1,576,995	1,245,000	12,450	1,232,550	6.48%	\$ 93,575	936	92,639
Residential #5	183.5	9,725,000	3.50	2,778,571	111,516,750	1,891,959	1,910,000	19,100	1,890,900	9.95%	\$ 143,556	1,436	142,121
Residential #6	98.4	5,510,000	3.50	1,574,286	92,569,500	1,570,496	1,585,000	15,850	1,569,150	8.26%	\$ 119,129	1,191	117,938
Residential #7	372.7	17,515,000	3.50	5,004,286	248,130,000	4,207,847	4,250,000	42,500	4,207,500	22.14%	\$ 319,432	3,194	316,237
Residential #8	64.0	3,580,000	3.50	1,022,857	54,744,750	930,807	940,000	9,400	930,600	4.90%	\$ 70,651	707	69,944
Total	1,180.8	\$72,950,000		\$20,903,333	\$1,157,710,500	\$ 22,048,070	\$ 19,200,000	\$ 192,000	\$19,008,000	100.00%	\$ 1,443,080	\$ 14,431	\$ 1,428,649

(a) Estimates based on information available as of 7/23/2015, the date the original SAP was adopted by the Commissioners Court. Although the gross unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioners Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Major Improvement PID Bond. The above estimate assumes an average 0.94% interest rate and a 30 year term and an annual administrative expense starting at \$30,000 increasing at 2.0% per year.

(b) As shown in Appendix J to the Service and Assessment Plan.

(c) Reflects the annual installment for the first full year after the use of the capitalized interest.

F. Special Assessment and Annual Installments

The Special Assessments for the Major Public Improvement PID Bonds will be levied on each Parcel according to the Assessment Roll. The Annual Installments for the Major Public Improvement PID Bonds will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

G. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which will be revised based on actual costs incurred in Annual Service Plan Updates. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administration Expenses. The amount of Administrative Expenses necessary for the time period commencing on the date the initial Major Public Improvement Bonds are issued and terminating on the date the first Annual Installment is due will be paid at closing, as shown on **Table VI-B**.

H. Additional Interest

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%). Forty percent (40.0%) of the funds generated by the Additional Interest Rate (0.20%) will fund, if required, the Prepayment Reserve. The remaining sixty percent (60.0%) balance of the funds generated by the Additional Interest (0.30%) will fund, if required, the Delinquency Reserve.

I. Prepayment Reserve

As stated, a portion of the funds generated by the Additional Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which PID Bonds are actually redeemed ("the **Prepayment Reserve**"). The Prepayment Reserve shall be funded in an amount equal to the Prepayment Reserve Requirement. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of and Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated. If in a given year the Prepayment Reserve is fully funded at the Prepayment Reserve Requirement, the County and the Landowner may allocate the Prepayment Reserve Component of the Additional Interest collected during that year to the Delinquency Reserve.

J. Delinquency Reserve

A portion of the funds generated by the Additional Interest will be allocated to offset any possible delinquent payments. This additional reserve (the “**Delinquency Reserve**”) shall be funded in an amount equal to the Delinquency Reserve Requirement. If in a given year the Delinquency Reserve Requirement is met, the County may allocate the excess above the Delinquency Reserve Requirement component of the Additional Interest collected during that year to pay Administrative Expenses, or collection costs if other administrative funding is exhausted, which should be replenished by an administrative special assessment in the following year, or to the redemption of PID Bonds or any other use that benefits the Assessed Parcel as set forth in the Indenture, as determined by the Commissioners Court.

Section VI

SERVICE PLAN

The PID Act requires that the Service and Assessment Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 24 months for the Major Public Improvements to be constructed.

At some point after all or a portion of the Major Public Improvements are constructed, Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #1 and/or Future Major Public Improvements will be constructed. After the Future Major Public Improvements and/or Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #1 are developed, it is anticipated that Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #2 will begin development, and so on, with each Neighborhood Improvement Area to be subsequently developed corresponding to the updates to this Service and Assessment Plan related to that development.

The Actual Costs for the Major Public Improvements plus Bond Issuance Costs related to the issuance of the Major Public Improvement PID Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$22,205,256 as shown in **Table VI-A**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Public Improvements, and updating the Assessment Roll. The update to Service and Assessment Plan is herein referred as an “Annual Service Plan Update.”

Table VI-A summarizes the sources and uses of funds required to construct the Major Public Improvements, establish the PID, and issue the Major Public Improvement PID Bonds. The sources and uses of funds shown in **Table VI-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues.

Table VI-A
Sources and Uses of Funds
Major Public Improvement PID Bond

Sources of Funds	
Gross Par Amount	\$ 19,200,000
Premium	\$ 45,321
Landowner Contribution (a)	2,959,935
	<u>\$ 22,205,256</u>
Uses of Funds	
Authorized Improvements (b)	<u>\$ 17,599,650</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 1,647,800
Capitalized Interest (d)	\$ 1,452,556
	<u>\$ 3,100,356</u>
Cost of Issuance:	<u>\$ 1,041,250</u>
Underwriter Discount/Underwriter Counsel	<u>\$ 464,000</u>
	<u>\$ 22,205,256</u>

(a) Owner will fund all costs not covered by the Major Public Improvement PID Bond and the Owner will have the option to utilize any reimbursements received at closing for previously funded Authorized Improvements to fund all or a portion of the Owner Contribution.

(b) See Table III-A and Table V-A for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Major Public Improvement PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Major Improvement PID Bond.

(d) The Major Public Improvement PID Bond will include 14 months of capitalized interest.

(e) The Major Public Improvement PID Bond will have a 2.0% underwriter's discount and an underwriter's counsel fee of \$80,000.

The annual projected Debt Service and the Administrative Expenses for the Major Public Improvement PID Bonds for the initial 5 years are shown on **Table VI-B**. The annual projected debt service costs are subject to revision and shall be updated in the Annual Service Plan Update as necessary.

Table VI-B Annual Projected Debt Service and Administrative Expenses Major Public Improvement PID Bond								
Year Ending September 15,	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments	
2015	\$ -	\$ 145,256	\$ -	\$ -	\$ -	\$ 145,256	\$ -	
2016	-	1,307,300	39,000	38,400	\$ 57,600	1,307,300	135,000	
2017	-	1,307,300	39,780	38,400	\$ 57,600	-	1,443,080	
2018	240,000	1,307,300	40,576	38,400	\$ 57,600	-	1,683,876	
2019	255,000	1,295,300	41,387	37,920	\$ 56,880	-	1,686,487	
2020	265,000	1,282,550	42,215	37,410	\$ 56,115	-	1,683,290	
Total	\$ 760,000	\$ 6,499,750	\$ 202,958	\$ 190,530	\$ 285,795	\$ 1,307,300	\$ 6,631,733	

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Major Public Improvement PID Bond and the administration of the PID. The debt service estimates are based on a 6.94% interest rate and a 30 year term for the Major Public Improvement PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

The sequence for funding and construction of Neighborhood Public Improvements is as follows:

1. The Landowner and/or the Developer and the County will enter into an Acquisition and Reimbursement Agreement to finance the Neighborhood Public Improvements required for that particular Neighborhood Improvement Area, which will provide for assessments that will reimburse the Landowner and/or the Developer for Actual Costs incurred in connection with the Neighborhood Public Improvements until Neighborhood Improvement Area PID Bonds are issued in amount necessary to reimburse Landowner and/or Developer for the Actual Costs of the Neighborhood Public Improvements.
 - 1a. Simultaneously, the Service and Assessment Plan will be amended to reflect the Special Assessments and the Neighborhood Public Improvements associated with the Neighborhood Improvement Area in question, and as contemplated by the Acquisition and Reimbursement Agreement.
2. Landowner and/or Developer will construct or cause the construction of the Neighborhood Public Improvements for the Neighborhood Improvement Area in question.
3. Upon completion of the Neighborhood Public Improvements contemplated by the Acquisition and Reimbursement Agreement and compliance with the applicable Future PID Bond Tests, Neighborhood Improvement Area PID Bonds will be issued to reimburse the Landowner and/or the Developer for the Actual Costs of the Neighborhood Public Improvements.

4. If the Neighborhood Improvement Area PID Bonds issued in step 3 above are not sufficient to fully reimburse the Landowner and/or the Developer for the Actual Costs of the Neighborhood Public Improvements and so long as the applicable Future PID Bond Tests are satisfied, Additional Neighborhood Improvement Area PID Bonds may be issued to reimburse the Landowner for all or a portion of any Actual Costs not reimbursed the by the Neighborhood Improvement Area PID Bonds.

The estimated total Special Assessments for each Neighborhood Improvement Area, assuming the current proposed land plan, cost estimates in current 2015 dollars, and upon full build out of the Project is presented on **Appendix L**. These estimates are subject to change as the Project is developed. These estimates will be updated in the annual Service Plan updates as development begins for each Neighborhood Improvement Area. The proposed chronology of PID Bonds intended to be issued in connection with this Service and Assessment Plan is described on **Appendix M**. This chronology will be updated in the annual Service Plan updates as development begins for each Neighborhood Improvement Area.

Section VII

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels Located Within the PID

The Special Assessments and Annual Installments for each Assessed Parcel are shown on the Assessment Roll. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments are calculated in an amount sufficient to pay principal and interest on the PID Bonds, to fund the Additional Interest, and to cover the Administrative Expenses of the PID.

B. Amount of Special Assessments and Annual Installments for Parcels Located Within the PID (Future Major Public Improvement PID Bonds)

If Future Major Public Improvement PID Bonds are issued, this Service and Assessment Plan will be amended to determine the Special Assessment and Annual Installments for each Parcel. The Assessment shall not exceed the benefit received by an Assessed Parcel.

C. Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

As Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Special Assessment and Annual Installments for each Parcel located within a Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by an Assessed Parcel.

D. Reallocation of Assessments for Parcels Located Within the PID

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Parcel as identified in **Table V-B**.

The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation.

Should a Landowner of a Non-Residential Parcel choose to change the intended land use for all or a portion of it to that of a Residential Parcel, the Landowner will, upon approval for the initial single family residential home building permit from the applicable jurisdiction, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Parcel to a level equal to the average Special Assessment that a Lot within its similar Lot Type is assessed within the PID.

Should a Landowner of a Residential Parcel choose to change the intended land use for all or a portion of it to that of a Non-Residential Parcel and, if no individual homeowner has claimed a

homestead under Texas law, the Landowner may request to reallocate Special Assessments on the Assessed Parcels as long as the total Special Assessments for the Assessed Parcels within the PID do not increase.

Any increase or reallocation pursuant to this section shall be reflected in a Service and Assessment Plan Update approved by the Commissioners Court. The division or reallocation herein shall be considered an administrative action that will not require the Commissioners Court to issue notice and hold a public hearing.

E. Mandatory Prepayment of Assessments

If Assessed Parcel or portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the County the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel or portion thereof prior to any such transfer or act. As noted above, the reallocation of a Special Assessment for a Parcel that is classified as a homestead under State law may not exceed the Special Assessment prior to reallocation.

F. Reduction of Special Assessments

1. If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such series of PID Bonds, resulting in excess PID Bond proceeds, then the Commissioners Court will reduce the Special Assessment securing the PID Bonds for each Assessed Parcel on a pro rata basis such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs. The Special Assessments relating to such series of PID Bonds shall not be reduced to an amount less than the related outstanding series of PID Bonds and any other associated obligations including the Additional Interest and the Administrative Costs.
2. Similarly, if the County does not undertake some of the Public Improvements with such series of PID Bonds then the Commissioners Court will reduce the Special Assessment securing such series of PID Bonds for each Assessed Parcel pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds and any other associated obligations including the Additional Interest and the Administrative Costs.
3. Further, the Commissioners Court may apply excess PID Bond proceeds to the redemption of the PID Bonds or finance other Public Improvements.

G. Payment of Special Assessments

1. Payment in Full

- (a) The Special Assessment for any Parcel may be paid in full at any time in accordance with the PID Act. The payment shall include all Prepayment Costs. If prepayment in full will result in redemption of PID Bonds, the payment amount shall receive credit from any proceeds from the Debt Service Reserve Fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- (c) Upon payment in full of a Special Assessment and all Prepayment Costs, the County shall deposit such payment in accordance with the related Indenture; whereupon, the Special Assessment shall be reduced to zero, and the owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The County shall provide the owner of the affected Assessed Parcel a recordable "Notice of PID Special Assessment Termination."
- (d) At the option of the Parcel owner, the Special Assessment on any Parcel may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs with respect thereto. Upon the payment of such amount for a Parcel, the Special Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made. The partial Special Assessment payment will be used to redeem the applicable PID Bonds.

2. Payment of Annual Installments

The Act provides that a Special Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the County to collect interest on the outstanding Special Assessment and Administrative Expenses. An Annual Installment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Installments as listed on the Assessment Roll have been calculated assuming a weighted average interest rate on the PID Bonds of 6.94%. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to the SAP.

The Annual Installments shall be reduced to equal the actual costs of repaying the PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The County reserves and shall have the right and option to refund the PID Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that the total Annual Installments of the Special Assessments will be produced in annual amounts that are required to pay the refunding PID Bonds when due and payable as required by and established in the order and/or the indenture authorizing and securing the refunding PID Bonds, and such refunding PID Bonds shall constitute "PID Bonds" for purposes of this Service and Assessment Plan.

H. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the County Commissioners Court for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Parcel. Administrative Expenses shall be allocated among Assessed Parcels in proportion to the amount of the Annual Installments for an Assessed Parcel. Each Annual Installment shall be reduced by any credits applied, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a prepayment reserve. Annual Installments may be collected by the County (or such entity to whom the County directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties and procedures set forth in the PID Act and the Parcels on which any Special Assessment or Annual Installment thereof is delinquent and are subject to foreclosure sale as permitted in the PID Act. The County Commissioners Court may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Special Assessments shall have lien priority as specified in the PID Act.

Any sale of an Assessed Parcel for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Parcel and such Assessed Parcel may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Parcel as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be billed on September 1 and shall be due by January 31 of the following year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments will be due when billed, and will be delinquent if not paid prior to February 1, 2016.

I. Surplus Funds Remaining in the Major Improvement PID Bond Account

If proceeds from the Major Public Improvement PID Bonds still remain after all of the Major Public Improvements are constructed and accepted by the County or the City, as applicable, the proceeds may be utilized in accordance with **Section VII.F** of the Assessment Plan.

Section VIII

THE ASSESSMENT ROLL

A. Assessment Roll

The Commissioners Court has evaluated each Parcel (based on the applicable zoning, developable area, proposed Owner Association Property and Public Property, Public Improvements, best and highest use of land, and other development factors deemed relevant by the Commissioners Court) to determine the amount of an Assessed Parcel within the Parcel.

An Assessed Parcel will be assessed based on the special benefits conferred upon the property because of the Public Improvements. **Table VIII** summarizes the \$22,205,256 of special benefit, including the costs of the Major Public Improvements, the costs of the PID formation and Bond Issuance Costs. The amount of Major Public Improvement PID Bonds is \$19,200,000, which is less than the benefit received by the Assessed Parcels, and as such, the total initial Special Assessment for all Assessed Parcels is \$19,200,000. The Annual Installments for the Assessed Parcels will be the Annual Debt Service plus the annual Administrative Expenses and the Additional Interest. The Special Assessment for each Assessed Parcel is calculated based on the allocation methodologies described in **Section V.E** of this SAP. The Assessment Roll is attached hereto as **Appendix A.**

B. Future Major Public Improvement PID Bonds

If Future Major Public Improvement PID Bonds are issued, this Service and Assessment Plan will be amended to reflect the additional Special Assessment allocated to each Parcel located within the PID.

C. Neighborhood Improvement Assessment Roll

As Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Special Assessment for each Parcel located within the Neighborhood Improvement Area.

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the Commissioners Court for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Parcel, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Parcel for the year (if the Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by Section VII.G of this Service and Assessment Plan.

The Service and Assessment Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Special Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Landowner funds.

Table VIII
Special Benefit Summary
Major Public Improvement PID Bond

Public Improvement	Total Cost (a)
<i>Major Improvements</i>	
Total Public Improvements	\$ 17,599,650
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 1,647,800
Capitalized Interest	\$ 1,452,556
Underwriter's Discount/Underwriter's Counsel	\$ 464,000
Cost of Issuance	\$ 1,041,250
Total PID Formation/Bond Cost of Issuance	\$ 4,605,606
Total	\$ 22,205,256
Projected Special Assessment	\$ 19,200,000
Excess Benefit (b)	\$ 3,005,256

(a) See Table III-A for details. Any Major Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

(b) All or a portion of this amount may be funded through Additional Major Public Improvement PID Bonds, Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds.

Section IX

MISCELLANEOUS PROVISIONS

A. Administrative Review

The County may elect to designate a third party to serve as Administrator of the PID. The County shall notify Landowner in writing at least thirty (30) days in advance before appointing a third party or changing the third party Administrator.

To the extent consistent with the PID Act, a Landowner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, must send a written notice describing the error to the County no later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If a Landowner fails to give such notice, such Landowner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel Landowner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel Landowner, such change or modification shall be presented to the Commissioners Court for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel Landowner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Commissioners Court for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Special Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the County shall provide the Landowner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

D Administration and Interpretation of Provisions

The Commissioners Court shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision of this Service and Assessment Plan, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the County Commissioners Court in adopting this Service and Assessment Plan that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the County.

Appendix A

Assessment Roll

Appendix A Assessment Roll Major Public Improvement Bond						
Parcel ID	Tract #	Land Use	Net Acres	Special Assessment	Assessment per Net Acre	
R143375	Non-Residential #1	Commercial	33.60	\$ 1,123,650	\$	33,442
R143374	Non-Residential #2	Commercial	32.60	\$ 876,150	\$	26,876
R143373	Non-Residential #3	Commercial	44.50	\$ 1,197,900	\$	26,919
R143372	Non-Residential #4	Commercial	37.10	\$ 1,237,500	\$	33,356
R143371	Non-Residential #5	Commercial	19.90	\$ 554,400	\$	27,859
R143370/R120197	Residential #1	Residential	71.70	\$ 1,277,100	\$	17,812
R143369	Residential #2	Residential	60.00	\$ 1,069,200	\$	17,820
R143368	Residential #3	Residential	96.10	\$ 1,841,400	\$	19,161
R143367	Residential #4	Residential	66.70	\$ 1,232,550	\$	18,479
R18169	Residential #5	Residential	183.50	\$ 1,890,900	\$	10,305
R19065	Residential #6	Residential	98.40	\$ 1,569,150	\$	15,947
R143364/R13142	Residential #7	Residential	372.70	\$ 4,207,500	\$	11,289
R143365	Residential #8	Residential	64.00	\$ 930,600	\$	14,541
Owner Assn. Facilities			-	\$ 192,000		
Totals			1,180.8	\$ 19,200,000		

Appendix A-1
Annual Installments - All Parcels

Due Date (a)	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 145,256	\$ 145,256	\$ -	\$ -	\$ -	\$ -	\$ (145,256)	\$ -
09/15/16	\$ -	\$ 1,307,300	\$ 1,307,300	\$ 39,000	\$ 38,400	\$ 57,600	\$ -	\$ (1,307,300)	\$ 135,000
09/15/17	\$ -	\$ 1,307,300	\$ 1,307,300	\$ 39,780	\$ 38,400	\$ 57,600	\$ -	\$ -	\$ 1,443,080
09/15/18	\$ 240,000	\$ 1,307,300	\$ 1,547,300	\$ 40,576	\$ 38,400	\$ 57,600	\$ -	\$ -	\$ 1,683,876
09/15/19	\$ 255,000	\$ 1,295,300	\$ 1,550,300	\$ 41,387	\$ 37,920	\$ 56,880	\$ -	\$ -	\$ 1,686,487
09/15/20	\$ 265,000	\$ 1,282,550	\$ 1,547,550	\$ 42,215	\$ 37,410	\$ 56,115	\$ -	\$ -	\$ 1,683,290
09/15/21	\$ 280,000	\$ 1,269,300	\$ 1,549,300	\$ 43,059	\$ 36,880	\$ 55,320	\$ -	\$ -	\$ 1,684,559
09/15/22	\$ 270,000	\$ 1,255,300	\$ 1,525,300	\$ 43,920	\$ 36,320	\$ 54,480	\$ -	\$ -	\$ 1,660,020
09/15/23	\$ 320,000	\$ 1,238,425	\$ 1,558,425	\$ 44,799	\$ 4,620	\$ 84,830	\$ -	\$ -	\$ 1,692,674
09/15/24	\$ 345,000	\$ 1,218,425	\$ 1,563,425	\$ 45,695	\$ -	\$ 87,850	\$ -	\$ -	\$ 1,696,970
09/15/25	\$ 370,000	\$ 1,196,863	\$ 1,566,863	\$ 46,609	\$ -	\$ 86,125	\$ -	\$ -	\$ 1,699,596
09/15/26	\$ 395,000	\$ 1,173,738	\$ 1,568,738	\$ 47,541	\$ -	\$ 84,275	\$ -	\$ -	\$ 1,700,553
09/15/27	\$ 420,000	\$ 1,149,050	\$ 1,569,050	\$ 48,492	\$ -	\$ 82,300	\$ -	\$ -	\$ 1,699,842
09/15/28	\$ 450,000	\$ 1,122,800	\$ 1,572,800	\$ 49,461	\$ -	\$ 80,200	\$ -	\$ -	\$ 1,702,461
09/15/29	\$ 485,000	\$ 1,091,300	\$ 1,576,300	\$ 50,451	\$ -	\$ 77,950	\$ -	\$ -	\$ 1,704,701
09/15/30	\$ 520,000	\$ 1,057,350	\$ 1,577,350	\$ 51,460	\$ -	\$ 75,525	\$ -	\$ -	\$ 1,704,335
09/15/31	\$ 560,000	\$ 1,020,950	\$ 1,580,950	\$ 52,489	\$ -	\$ 72,925	\$ -	\$ -	\$ 1,706,364
09/15/32	\$ 600,000	\$ 981,750	\$ 1,581,750	\$ 53,539	\$ -	\$ 70,125	\$ -	\$ -	\$ 1,705,414
09/15/33	\$ 645,000	\$ 939,750	\$ 1,584,750	\$ 54,609	\$ -	\$ 67,125	\$ -	\$ -	\$ 1,706,484
09/15/34	\$ 695,000	\$ 894,600	\$ 1,589,600	\$ 55,702	\$ -	\$ 63,900	\$ -	\$ -	\$ 1,709,202
09/15/35	\$ 745,000	\$ 845,950	\$ 1,590,950	\$ 56,816	\$ -	\$ 60,425	\$ -	\$ -	\$ 1,708,191
09/15/36	\$ 800,000	\$ 793,800	\$ 1,593,800	\$ 57,952	\$ -	\$ 56,700	\$ -	\$ -	\$ 1,708,452
09/15/37	\$ 860,000	\$ 737,800	\$ 1,597,800	\$ 59,111	\$ -	\$ 52,700	\$ -	\$ -	\$ 1,709,611
09/15/38	\$ 925,000	\$ 677,600	\$ 1,602,600	\$ 60,293	\$ -	\$ 48,400	\$ -	\$ -	\$ 1,711,293
09/15/39	\$ 995,000	\$ 612,850	\$ 1,607,850	\$ 61,499	\$ -	\$ 43,775	\$ -	\$ -	\$ 1,713,124
09/15/40	\$ 1,070,000	\$ 543,200	\$ 1,613,200	\$ 62,729	\$ -	\$ 38,800	\$ -	\$ -	\$ 1,714,729
09/15/41	\$ 1,150,000	\$ 468,300	\$ 1,618,300	\$ 63,984	\$ -	\$ 33,450	\$ -	\$ -	\$ 1,715,734
09/15/42	\$ 1,240,000	\$ 387,800	\$ 1,627,800	\$ 65,263	\$ -	\$ 27,700	\$ -	\$ -	\$ 1,720,763
09/15/43	\$ 1,330,000	\$ 301,000	\$ 1,631,000	\$ 66,569	\$ -	\$ 21,500	\$ -	\$ -	\$ 1,719,069
09/15/44	\$ 1,430,000	\$ 207,900	\$ 1,637,900	\$ 67,900	\$ -	\$ 14,850	\$ -	\$ -	\$ 1,720,650
09/15/45	\$ 1,540,000	\$ 107,800	\$ 1,647,800	\$ 69,258	\$ -	\$ 7,700	\$ (1,647,800)	\$ -	\$ 76,958
Totals	\$ 19,200,000	\$ 27,938,606	\$ 47,138,606	\$ 1,582,155	\$ 268,350	\$ 1,734,725	\$ (1,647,800)	\$ (1,452,556)	\$ 47,623,480

(a) The 9/15 due dates represent annual installments due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 6.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-2
Annual Installments - Parcel R143376/Non-Residential Parcel #1

Due Date (a)	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 8,501	\$ 8,501	\$ -	\$ -	\$ -	\$ -	\$ (8,501)	\$ -
09/15/16	\$ -	\$ 76,508	\$ 76,508	\$ 2,282	\$ 2,247	\$ 3,371	\$ -	\$ (76,508)	\$ 7,901
09/15/17	\$ -	\$ 76,508	\$ 76,508	\$ 2,328	\$ 2,247	\$ 3,371	\$ -	\$ -	\$ 84,454
09/15/18	\$ 14,046	\$ 76,508	\$ 90,553	\$ 2,375	\$ 2,247	\$ 3,371	\$ -	\$ -	\$ 98,546
09/15/19	\$ 14,923	\$ 75,805	\$ 90,729	\$ 2,422	\$ 2,219	\$ 3,329	\$ -	\$ -	\$ 98,699
09/15/20	\$ 15,509	\$ 75,059	\$ 90,568	\$ 2,471	\$ 2,189	\$ 3,284	\$ -	\$ -	\$ 98,512
09/15/21	\$ 16,387	\$ 74,284	\$ 90,670	\$ 2,520	\$ 2,158	\$ 3,238	\$ -	\$ -	\$ 98,586
09/15/22	\$ 15,801	\$ 73,464	\$ 89,266	\$ 2,570	\$ 2,126	\$ 3,188	\$ -	\$ -	\$ 97,150
09/15/23	\$ 18,728	\$ 72,477	\$ 91,204	\$ 2,622	\$ 270	\$ 4,965	\$ -	\$ -	\$ 99,061
09/15/24	\$ 20,191	\$ 71,306	\$ 91,497	\$ 2,674	\$ -	\$ 5,141	\$ -	\$ -	\$ 99,313
09/15/25	\$ 21,654	\$ 70,045	\$ 91,698	\$ 2,728	\$ -	\$ 5,040	\$ -	\$ -	\$ 99,466
09/15/26	\$ 23,117	\$ 68,691	\$ 91,808	\$ 2,782	\$ -	\$ 4,932	\$ -	\$ -	\$ 99,522
09/15/27	\$ 24,580	\$ 67,246	\$ 91,826	\$ 2,838	\$ -	\$ 4,816	\$ -	\$ -	\$ 99,481
09/15/28	\$ 26,336	\$ 65,710	\$ 92,046	\$ 2,895	\$ -	\$ 4,694	\$ -	\$ -	\$ 99,634
09/15/29	\$ 28,384	\$ 63,867	\$ 92,250	\$ 2,953	\$ -	\$ 4,562	\$ -	\$ -	\$ 99,765
09/15/30	\$ 30,432	\$ 61,880	\$ 92,312	\$ 3,012	\$ -	\$ 4,420	\$ -	\$ -	\$ 99,744
09/15/31	\$ 32,773	\$ 59,750	\$ 92,523	\$ 3,072	\$ -	\$ 4,268	\$ -	\$ -	\$ 99,862
09/15/32	\$ 35,114	\$ 57,455	\$ 92,569	\$ 3,133	\$ -	\$ 4,104	\$ -	\$ -	\$ 99,807
09/15/33	\$ 37,748	\$ 54,997	\$ 92,745	\$ 3,196	\$ -	\$ 3,928	\$ -	\$ -	\$ 99,869
09/15/34	\$ 40,674	\$ 52,355	\$ 93,029	\$ 3,260	\$ -	\$ 3,740	\$ -	\$ -	\$ 100,028
09/15/35	\$ 43,600	\$ 49,508	\$ 93,108	\$ 3,325	\$ -	\$ 3,536	\$ -	\$ -	\$ 99,969
09/15/36	\$ 46,819	\$ 46,456	\$ 93,275	\$ 3,392	\$ -	\$ 3,318	\$ -	\$ -	\$ 99,984
09/15/37	\$ 50,330	\$ 43,179	\$ 93,509	\$ 3,459	\$ -	\$ 3,084	\$ -	\$ -	\$ 100,052
09/15/38	\$ 54,134	\$ 39,655	\$ 93,790	\$ 3,529	\$ -	\$ 2,833	\$ -	\$ -	\$ 100,151
09/15/39	\$ 58,231	\$ 35,866	\$ 94,097	\$ 3,599	\$ -	\$ 2,562	\$ -	\$ -	\$ 100,258
09/15/40	\$ 62,620	\$ 31,790	\$ 94,410	\$ 3,671	\$ -	\$ 2,271	\$ -	\$ -	\$ 100,352
09/15/41	\$ 67,302	\$ 27,407	\$ 94,708	\$ 3,745	\$ -	\$ 1,958	\$ -	\$ -	\$ 100,411
09/15/42	\$ 72,569	\$ 22,695	\$ 95,264	\$ 3,819	\$ -	\$ 1,621	\$ -	\$ -	\$ 100,705
09/15/43	\$ 77,836	\$ 17,616	\$ 95,452	\$ 3,896	\$ -	\$ 1,258	\$ -	\$ -	\$ 100,606
09/15/44	\$ 83,689	\$ 12,167	\$ 95,856	\$ 3,974	\$ -	\$ 869	\$ -	\$ -	\$ 100,698
09/15/45	\$ 90,126	\$ 6,309	\$ 96,435	\$ 4,053	\$ -	\$ 451	\$ (96,435)	\$ -	\$ 4,504
Totals	\$ 1,123,650	\$ 1,635,063	\$ 2,758,713	\$ 92,593	\$ 15,705	\$ 101,522	\$ (96,435)	\$ (85,009)	\$ 2,787,090

(a) The 45/15 dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.
 (b) Gross of Capitalized Interest.
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual installments are calculated assuming approximately an average 4.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-3
Annual Installments - Parcel R143374/Non-Residential Parcel #2

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 6,628	\$ 6,628	\$ -	\$ -	\$ -	\$ -	\$ (6,628)	\$ -
09/15/16	\$ -	\$ 59,656	\$ 59,656	\$ 1,780	\$ 1,752	\$ 2,628	\$ -	\$ (59,656)	\$ 6,160
09/15/17	\$ -	\$ 59,656	\$ 59,656	\$ 1,815	\$ 1,752	\$ 2,628	\$ -	\$ -	\$ 65,852
09/15/18	\$ 10,952	\$ 59,656	\$ 70,608	\$ 1,852	\$ 1,752	\$ 2,628	\$ -	\$ -	\$ 76,840
09/15/19	\$ 11,636	\$ 59,108	\$ 70,745	\$ 1,889	\$ 1,730	\$ 2,596	\$ -	\$ -	\$ 76,959
09/15/20	\$ 12,093	\$ 58,526	\$ 70,619	\$ 1,926	\$ 1,707	\$ 2,561	\$ -	\$ -	\$ 76,813
09/15/21	\$ 12,777	\$ 57,922	\$ 70,699	\$ 1,965	\$ 1,683	\$ 2,524	\$ -	\$ -	\$ 76,871
09/15/22	\$ 12,321	\$ 57,283	\$ 69,604	\$ 2,004	\$ 1,657	\$ 2,486	\$ -	\$ -	\$ 75,751
09/15/23	\$ 14,603	\$ 56,513	\$ 71,115	\$ 2,044	\$ 211	\$ 3,871	\$ -	\$ -	\$ 77,241
09/15/24	\$ 15,743	\$ 55,600	\$ 71,343	\$ 2,085	\$ -	\$ 4,009	\$ -	\$ -	\$ 77,438
09/15/25	\$ 16,884	\$ 54,616	\$ 71,500	\$ 2,127	\$ -	\$ 3,930	\$ -	\$ -	\$ 77,557
09/15/26	\$ 18,025	\$ 53,561	\$ 71,586	\$ 2,169	\$ -	\$ 3,846	\$ -	\$ -	\$ 77,601
09/15/27	\$ 19,166	\$ 52,434	\$ 71,600	\$ 2,213	\$ -	\$ 3,756	\$ -	\$ -	\$ 77,569
09/15/28	\$ 20,535	\$ 51,237	\$ 71,771	\$ 2,257	\$ -	\$ 3,660	\$ -	\$ -	\$ 77,688
09/15/29	\$ 22,132	\$ 49,799	\$ 71,931	\$ 2,302	\$ -	\$ 3,557	\$ -	\$ -	\$ 77,790
09/15/30	\$ 23,729	\$ 48,250	\$ 71,979	\$ 2,348	\$ -	\$ 3,446	\$ -	\$ -	\$ 77,774
09/15/31	\$ 25,554	\$ 46,589	\$ 72,143	\$ 2,395	\$ -	\$ 3,328	\$ -	\$ -	\$ 77,866
09/15/32	\$ 27,380	\$ 44,800	\$ 72,180	\$ 2,443	\$ -	\$ 3,200	\$ -	\$ -	\$ 77,823
09/15/33	\$ 29,433	\$ 42,883	\$ 72,317	\$ 2,492	\$ -	\$ 3,063	\$ -	\$ -	\$ 77,872
09/15/34	\$ 31,715	\$ 40,823	\$ 72,538	\$ 2,542	\$ -	\$ 2,916	\$ -	\$ -	\$ 77,996
09/15/35	\$ 33,996	\$ 38,603	\$ 72,600	\$ 2,593	\$ -	\$ 2,757	\$ -	\$ -	\$ 77,950
09/15/36	\$ 36,506	\$ 36,223	\$ 72,730	\$ 2,645	\$ -	\$ 2,587	\$ -	\$ -	\$ 77,961
09/15/37	\$ 39,244	\$ 33,668	\$ 72,912	\$ 2,697	\$ -	\$ 2,405	\$ -	\$ -	\$ 78,014
09/15/38	\$ 42,210	\$ 30,921	\$ 73,131	\$ 2,751	\$ -	\$ 2,209	\$ -	\$ -	\$ 78,091
09/15/39	\$ 45,405	\$ 27,966	\$ 73,371	\$ 2,806	\$ -	\$ 1,998	\$ -	\$ -	\$ 78,175
09/15/40	\$ 48,827	\$ 24,788	\$ 73,615	\$ 2,863	\$ -	\$ 1,771	\$ -	\$ -	\$ 78,248
09/15/41	\$ 52,478	\$ 21,370	\$ 73,848	\$ 2,920	\$ -	\$ 1,526	\$ -	\$ -	\$ 78,294
09/15/42	\$ 56,585	\$ 17,696	\$ 74,281	\$ 2,978	\$ -	\$ 1,264	\$ -	\$ -	\$ 78,523
09/15/43	\$ 60,692	\$ 13,735	\$ 74,427	\$ 3,038	\$ -	\$ 981	\$ -	\$ -	\$ 78,446
09/15/44	\$ 65,255	\$ 9,487	\$ 74,742	\$ 3,098	\$ -	\$ 678	\$ -	\$ -	\$ 78,518
09/15/45	\$ 70,275	\$ 4,919	\$ 75,194	\$ 3,160	\$ -	\$ 351	\$ (75,194)	\$ -	\$ 3,512
Totals	\$ 876,150	\$ 1,274,917	\$ 2,151,067	\$ 72,198	\$ 12,246	\$ 79,160	\$ (75,194)	\$ (66,284)	\$ 2,173,193

(a) The 09/15 dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 5.94% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-4
Annual Installments - Parcel R143373/Non-Residential Parcel #3

Major Public Improvement P/D Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 9,063	\$ 9,063	\$ -	\$ -	\$ -	\$ -	\$ (9,063)	\$ -
09/15/16	\$ -	\$ 81,563	\$ 81,563	\$ 2,433	\$ 2,396	\$ 3,594	\$ -	\$ (81,563)	\$ 8,423
09/15/17	\$ -	\$ 81,563	\$ 81,563	\$ 2,482	\$ 2,396	\$ 3,594	\$ -	\$ -	\$ 90,035
09/15/18	\$ 14,974	\$ 81,563	\$ 96,537	\$ 2,532	\$ 2,396	\$ 3,594	\$ -	\$ -	\$ 105,058
09/15/19	\$ 15,910	\$ 80,815	\$ 96,724	\$ 2,582	\$ 2,366	\$ 3,549	\$ -	\$ -	\$ 105,221
09/15/20	\$ 16,534	\$ 80,019	\$ 96,553	\$ 2,634	\$ 2,334	\$ 3,501	\$ -	\$ -	\$ 105,022
09/15/21	\$ 17,469	\$ 79,192	\$ 96,662	\$ 2,686	\$ 2,301	\$ 3,451	\$ -	\$ -	\$ 105,101
09/15/22	\$ 16,845	\$ 78,319	\$ 95,164	\$ 2,740	\$ 2,266	\$ 3,399	\$ -	\$ -	\$ 103,570
09/15/23	\$ 19,965	\$ 77,266	\$ 97,231	\$ 2,795	\$ 288	\$ 5,293	\$ -	\$ -	\$ 105,607
09/15/24	\$ 21,525	\$ 76,018	\$ 97,543	\$ 2,851	\$ -	\$ 5,481	\$ -	\$ -	\$ 105,875
09/15/25	\$ 23,085	\$ 74,673	\$ 97,758	\$ 2,908	\$ -	\$ 5,373	\$ -	\$ -	\$ 106,039
09/15/26	\$ 24,644	\$ 73,230	\$ 97,875	\$ 2,966	\$ -	\$ 5,258	\$ -	\$ -	\$ 106,099
09/15/27	\$ 26,204	\$ 71,690	\$ 97,894	\$ 3,025	\$ -	\$ 5,135	\$ -	\$ -	\$ 106,054
09/15/28	\$ 28,076	\$ 70,052	\$ 98,128	\$ 3,086	\$ -	\$ 5,004	\$ -	\$ -	\$ 106,218
09/15/29	\$ 30,259	\$ 68,087	\$ 98,346	\$ 3,148	\$ -	\$ 4,863	\$ -	\$ -	\$ 106,357
09/15/30	\$ 32,443	\$ 65,969	\$ 98,412	\$ 3,211	\$ -	\$ 4,712	\$ -	\$ -	\$ 106,335
09/15/31	\$ 34,939	\$ 63,698	\$ 98,636	\$ 3,275	\$ -	\$ 4,550	\$ -	\$ -	\$ 106,461
09/15/32	\$ 37,434	\$ 61,252	\$ 98,686	\$ 3,340	\$ -	\$ 4,375	\$ -	\$ -	\$ 106,402
09/15/33	\$ 40,242	\$ 58,632	\$ 98,874	\$ 3,407	\$ -	\$ 4,188	\$ -	\$ -	\$ 106,469
09/15/34	\$ 43,361	\$ 55,815	\$ 99,176	\$ 3,475	\$ -	\$ 3,987	\$ -	\$ -	\$ 106,638
09/15/35	\$ 46,481	\$ 52,779	\$ 99,260	\$ 3,545	\$ -	\$ 3,770	\$ -	\$ -	\$ 106,575
09/15/36	\$ 49,913	\$ 49,526	\$ 99,438	\$ 3,616	\$ -	\$ 3,538	\$ -	\$ -	\$ 106,591
09/15/37	\$ 53,656	\$ 46,032	\$ 99,688	\$ 3,688	\$ -	\$ 3,288	\$ -	\$ -	\$ 106,664
09/15/38	\$ 57,711	\$ 42,276	\$ 99,987	\$ 3,762	\$ -	\$ 3,020	\$ -	\$ -	\$ 106,769
09/15/39	\$ 62,079	\$ 38,236	\$ 100,315	\$ 3,837	\$ -	\$ 2,731	\$ -	\$ -	\$ 106,883
09/15/40	\$ 66,758	\$ 33,891	\$ 100,649	\$ 3,914	\$ -	\$ 2,421	\$ -	\$ -	\$ 106,983
09/15/41	\$ 71,749	\$ 29,218	\$ 100,967	\$ 3,992	\$ -	\$ 2,087	\$ -	\$ -	\$ 107,046
09/15/42	\$ 77,364	\$ 24,195	\$ 101,559	\$ 4,072	\$ -	\$ 1,728	\$ -	\$ -	\$ 107,359
09/15/43	\$ 82,980	\$ 18,780	\$ 101,759	\$ 4,153	\$ -	\$ 1,341	\$ -	\$ -	\$ 107,254
09/15/44	\$ 89,219	\$ 12,971	\$ 102,190	\$ 4,236	\$ -	\$ 927	\$ -	\$ -	\$ 107,352
09/15/45	\$ 96,082	\$ 6,726	\$ 102,807	\$ 4,321	\$ -	\$ 480	\$ (102,807)	\$ -	\$ 4,801
Totals	\$ 1,197,900	\$ 1,743,107	\$ 2,941,007	\$ 98,712	\$ 16,743	\$ 108,231	\$ (102,807)	\$ (90,626)	\$ 2,971,259

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement P/D Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 6.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-5
Annual Installments - Parcel R143372/Non-Residential Parcel #4

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 9,362	\$ 9,362	\$ -	\$ -	\$ -	\$ -	\$ (9,362)	\$ -
09/15/16	\$ -	\$ 84,260	\$ 84,260	\$ 2,514	\$ 2,475	\$ 3,713	\$ -	\$ (84,260)	\$ 8,701
09/15/17	\$ -	\$ 84,260	\$ 84,260	\$ 2,564	\$ 2,475	\$ 3,713	\$ -	\$ -	\$ 93,011
09/15/18	\$ 15,469	\$ 84,260	\$ 99,728	\$ 2,615	\$ 2,475	\$ 3,713	\$ -	\$ -	\$ 108,531
09/15/19	\$ 16,436	\$ 83,486	\$ 99,922	\$ 2,668	\$ 2,444	\$ 3,666	\$ -	\$ -	\$ 108,699
09/15/20	\$ 17,080	\$ 82,664	\$ 99,744	\$ 2,721	\$ 2,411	\$ 3,617	\$ -	\$ -	\$ 108,493
09/15/21	\$ 18,047	\$ 81,810	\$ 99,857	\$ 2,775	\$ 2,377	\$ 3,566	\$ -	\$ -	\$ 108,575
09/15/22	\$ 17,402	\$ 80,908	\$ 98,310	\$ 2,831	\$ 2,341	\$ 3,511	\$ -	\$ -	\$ 106,993
09/15/23	\$ 20,625	\$ 79,820	\$ 100,445	\$ 2,887	\$ 298	\$ 5,468	\$ -	\$ -	\$ 109,098
09/15/24	\$ 22,236	\$ 78,531	\$ 100,768	\$ 2,945	\$ -	\$ 5,662	\$ -	\$ -	\$ 109,375
09/15/25	\$ 23,848	\$ 77,142	\$ 100,989	\$ 3,004	\$ -	\$ 5,551	\$ -	\$ -	\$ 109,544
09/15/26	\$ 25,459	\$ 75,651	\$ 101,110	\$ 3,064	\$ -	\$ 5,432	\$ -	\$ -	\$ 109,606
09/15/27	\$ 27,070	\$ 74,060	\$ 101,130	\$ 3,125	\$ -	\$ 5,304	\$ -	\$ -	\$ 109,560
09/15/28	\$ 29,004	\$ 72,368	\$ 101,372	\$ 3,188	\$ -	\$ 5,169	\$ -	\$ -	\$ 109,729
09/15/29	\$ 31,260	\$ 70,338	\$ 101,597	\$ 3,252	\$ -	\$ 5,024	\$ -	\$ -	\$ 109,873
09/15/30	\$ 33,516	\$ 68,150	\$ 101,665	\$ 3,317	\$ -	\$ 4,868	\$ -	\$ -	\$ 109,850
09/15/31	\$ 36,094	\$ 65,803	\$ 101,897	\$ 3,383	\$ -	\$ 4,700	\$ -	\$ -	\$ 109,980
09/15/32	\$ 38,672	\$ 63,277	\$ 101,949	\$ 3,451	\$ -	\$ 4,520	\$ -	\$ -	\$ 109,919
09/15/33	\$ 41,572	\$ 60,570	\$ 102,142	\$ 3,520	\$ -	\$ 4,326	\$ -	\$ -	\$ 109,988
09/15/34	\$ 44,795	\$ 57,660	\$ 102,455	\$ 3,590	\$ -	\$ 4,119	\$ -	\$ -	\$ 110,163
09/15/35	\$ 48,018	\$ 54,524	\$ 102,542	\$ 3,662	\$ -	\$ 3,895	\$ -	\$ -	\$ 110,098
09/15/36	\$ 51,563	\$ 51,163	\$ 102,725	\$ 3,735	\$ -	\$ 3,654	\$ -	\$ -	\$ 110,115
09/15/37	\$ 55,430	\$ 47,554	\$ 102,983	\$ 3,810	\$ -	\$ 3,397	\$ -	\$ -	\$ 110,190
09/15/38	\$ 59,619	\$ 43,673	\$ 103,293	\$ 3,886	\$ -	\$ 3,120	\$ -	\$ -	\$ 110,298
09/15/39	\$ 64,131	\$ 39,500	\$ 103,631	\$ 3,964	\$ -	\$ 2,821	\$ -	\$ -	\$ 110,416
09/15/40	\$ 68,965	\$ 35,011	\$ 103,976	\$ 4,043	\$ -	\$ 2,501	\$ -	\$ -	\$ 110,520
09/15/41	\$ 74,121	\$ 30,183	\$ 104,304	\$ 4,124	\$ -	\$ 2,156	\$ -	\$ -	\$ 110,584
09/15/42	\$ 79,922	\$ 24,995	\$ 104,917	\$ 4,206	\$ -	\$ 1,785	\$ -	\$ -	\$ 110,909
09/15/43	\$ 85,723	\$ 19,400	\$ 105,123	\$ 4,291	\$ -	\$ 1,386	\$ -	\$ -	\$ 110,799
09/15/44	\$ 92,168	\$ 13,400	\$ 105,568	\$ 4,376	\$ -	\$ 957	\$ -	\$ -	\$ 110,901
09/15/45	\$ 99,258	\$ 6,948	\$ 106,206	\$ 4,464	\$ -	\$ 496	\$ (106,206)	\$ -	\$ 4,960
Totals	\$ 1,237,500	\$ 1,800,730	\$ 3,038,230	\$ 101,975	\$ 17,296	\$ 111,808	\$ (106,206)	\$ (93,622)	\$ 3,069,482

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 6.34% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-5
Annual Installments - Parcel R143371/Non-Residential Parcel #5

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 4,194	\$ 4,194	\$ -	\$ -	\$ -	\$ -	\$ (4,194)	\$ -
09/15/16	\$ -	\$ 37,748	\$ 37,748	\$ 1,126	\$ 1,109	\$ 1,663	\$ -	\$ (37,748)	\$ 3,898
09/15/17	\$ -	\$ 37,748	\$ 37,748	\$ 1,149	\$ 1,109	\$ 1,663	\$ -	\$ -	\$ 41,669
09/15/18	\$ 6,930	\$ 37,748	\$ 44,678	\$ 1,172	\$ 1,109	\$ 1,663	\$ -	\$ -	\$ 48,622
09/15/19	\$ 7,363	\$ 37,402	\$ 44,765	\$ 1,195	\$ 1,095	\$ 1,642	\$ -	\$ -	\$ 48,697
09/15/20	\$ 7,652	\$ 37,034	\$ 44,686	\$ 1,219	\$ 1,080	\$ 1,620	\$ -	\$ -	\$ 48,605
09/15/21	\$ 8,085	\$ 36,651	\$ 44,736	\$ 1,243	\$ 1,065	\$ 1,597	\$ -	\$ -	\$ 48,642
09/15/22	\$ 7,796	\$ 36,247	\$ 44,043	\$ 1,268	\$ 1,049	\$ 1,573	\$ -	\$ -	\$ 47,933
09/15/23	\$ 9,240	\$ 35,760	\$ 45,000	\$ 1,294	\$ 133	\$ 2,449	\$ -	\$ -	\$ 48,876
09/15/24	\$ 9,962	\$ 35,182	\$ 45,144	\$ 1,319	\$ -	\$ 2,537	\$ -	\$ -	\$ 49,000
09/15/25	\$ 10,684	\$ 34,559	\$ 45,243	\$ 1,346	\$ -	\$ 2,487	\$ -	\$ -	\$ 49,076
09/15/26	\$ 11,406	\$ 33,892	\$ 45,297	\$ 1,373	\$ -	\$ 2,433	\$ -	\$ -	\$ 49,103
09/15/27	\$ 12,128	\$ 33,179	\$ 45,306	\$ 1,400	\$ -	\$ 2,376	\$ -	\$ -	\$ 49,083
09/15/28	\$ 12,994	\$ 32,421	\$ 45,415	\$ 1,428	\$ -	\$ 2,316	\$ -	\$ -	\$ 49,159
09/15/29	\$ 14,004	\$ 31,511	\$ 45,516	\$ 1,457	\$ -	\$ 2,251	\$ -	\$ -	\$ 49,223
09/15/30	\$ 15,015	\$ 30,531	\$ 45,546	\$ 1,486	\$ -	\$ 2,181	\$ -	\$ -	\$ 49,213
09/15/31	\$ 16,170	\$ 29,480	\$ 45,650	\$ 1,516	\$ -	\$ 2,106	\$ -	\$ -	\$ 49,271
09/15/32	\$ 17,325	\$ 28,348	\$ 45,673	\$ 1,546	\$ -	\$ 2,025	\$ -	\$ -	\$ 49,244
09/15/33	\$ 18,624	\$ 27,135	\$ 45,760	\$ 1,577	\$ -	\$ 1,938	\$ -	\$ -	\$ 49,275
09/15/34	\$ 20,068	\$ 25,832	\$ 45,900	\$ 1,608	\$ -	\$ 1,845	\$ -	\$ -	\$ 49,353
09/15/35	\$ 21,512	\$ 24,427	\$ 45,939	\$ 1,641	\$ -	\$ 1,745	\$ -	\$ -	\$ 49,324
09/15/36	\$ 23,100	\$ 22,921	\$ 46,021	\$ 1,673	\$ -	\$ 1,637	\$ -	\$ -	\$ 49,332
09/15/37	\$ 24,833	\$ 21,304	\$ 46,136	\$ 1,707	\$ -	\$ 1,522	\$ -	\$ -	\$ 49,365
09/15/38	\$ 26,709	\$ 19,566	\$ 46,275	\$ 1,741	\$ -	\$ 1,398	\$ -	\$ -	\$ 49,414
09/15/39	\$ 28,731	\$ 17,696	\$ 46,427	\$ 1,776	\$ -	\$ 1,264	\$ -	\$ -	\$ 49,466
09/15/40	\$ 30,896	\$ 15,685	\$ 46,581	\$ 1,811	\$ -	\$ 1,120	\$ -	\$ -	\$ 49,513
09/15/41	\$ 33,206	\$ 13,522	\$ 46,728	\$ 1,848	\$ -	\$ 966	\$ -	\$ -	\$ 49,542
09/15/42	\$ 35,805	\$ 11,198	\$ 47,003	\$ 1,884	\$ -	\$ 800	\$ -	\$ -	\$ 49,687
09/15/43	\$ 38,404	\$ 8,691	\$ 47,095	\$ 1,922	\$ -	\$ 621	\$ -	\$ -	\$ 49,638
09/15/44	\$ 41,291	\$ 6,003	\$ 47,294	\$ 1,961	\$ -	\$ 429	\$ -	\$ -	\$ 49,684
09/15/45	\$ 44,468	\$ 3,113	\$ 47,580	\$ 2,000	\$ -	\$ 222	\$ (47,580)	\$ -	\$ 2,222
Totals	\$ 554,400	\$ 806,727	\$ 1,361,127	\$ 45,685	\$ 7,749	\$ 50,090	\$ (47,580)	\$ (41,943)	\$ 1,375,128

(a) The 9/15 dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Budgets. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 6.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-7
Annual Installments - Parcel's R1433705/R120197/Residential Parcel #1

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 9,662	\$ 9,662	\$ -	\$ -	\$ -	\$ -	\$ (9,662)	\$ -
09/15/16	\$ -	\$ 86,956	\$ 86,956	\$ 2,594	\$ 2,554	\$ 3,831	\$ -	\$ (86,956)	\$ 8,980
09/15/17	\$ -	\$ 86,956	\$ 86,956	\$ 2,646	\$ 2,554	\$ 3,831	\$ -	\$ -	\$ 95,987
09/15/18	\$ 15,964	\$ 86,956	\$ 102,920	\$ 2,699	\$ 2,554	\$ 3,831	\$ -	\$ -	\$ 112,004
09/15/19	\$ 16,961	\$ 86,158	\$ 103,119	\$ 2,753	\$ 2,522	\$ 3,783	\$ -	\$ -	\$ 112,178
09/15/20	\$ 17,627	\$ 85,310	\$ 102,936	\$ 2,808	\$ 2,488	\$ 3,733	\$ -	\$ -	\$ 111,965
09/15/21	\$ 18,624	\$ 84,428	\$ 103,053	\$ 2,864	\$ 2,453	\$ 3,680	\$ -	\$ -	\$ 112,050
09/15/22	\$ 17,959	\$ 83,497	\$ 101,456	\$ 2,921	\$ 2,416	\$ 3,624	\$ -	\$ -	\$ 110,417
09/15/23	\$ 21,285	\$ 82,375	\$ 103,660	\$ 2,980	\$ 307	\$ 5,643	\$ -	\$ -	\$ 112,589
09/15/24	\$ 22,948	\$ 81,044	\$ 103,992	\$ 3,039	\$ -	\$ 5,843	\$ -	\$ -	\$ 112,875
09/15/25	\$ 24,611	\$ 79,610	\$ 104,221	\$ 3,100	\$ -	\$ 5,729	\$ -	\$ -	\$ 113,050
09/15/26	\$ 26,274	\$ 78,072	\$ 104,346	\$ 3,162	\$ -	\$ 5,606	\$ -	\$ -	\$ 113,113
09/15/27	\$ 27,937	\$ 76,430	\$ 104,366	\$ 3,225	\$ -	\$ 5,474	\$ -	\$ -	\$ 113,066
09/15/28	\$ 29,932	\$ 74,684	\$ 104,616	\$ 3,290	\$ -	\$ 5,335	\$ -	\$ -	\$ 113,240
09/15/29	\$ 32,260	\$ 72,589	\$ 104,849	\$ 3,356	\$ -	\$ 5,185	\$ -	\$ -	\$ 113,389
09/15/30	\$ 34,588	\$ 70,330	\$ 104,918	\$ 3,423	\$ -	\$ 5,024	\$ -	\$ -	\$ 113,365
09/15/31	\$ 37,249	\$ 67,909	\$ 105,158	\$ 3,491	\$ -	\$ 4,851	\$ -	\$ -	\$ 113,500
09/15/32	\$ 39,909	\$ 65,302	\$ 105,211	\$ 3,561	\$ -	\$ 4,664	\$ -	\$ -	\$ 113,437
09/15/33	\$ 42,903	\$ 62,508	\$ 105,411	\$ 3,632	\$ -	\$ 4,465	\$ -	\$ -	\$ 113,508
09/15/34	\$ 46,228	\$ 59,505	\$ 105,733	\$ 3,705	\$ -	\$ 4,250	\$ -	\$ -	\$ 113,689
09/15/35	\$ 49,554	\$ 56,269	\$ 105,823	\$ 3,779	\$ -	\$ 4,019	\$ -	\$ -	\$ 113,621
09/15/36	\$ 53,213	\$ 52,800	\$ 106,013	\$ 3,855	\$ -	\$ 3,771	\$ -	\$ -	\$ 113,639
09/15/37	\$ 57,203	\$ 49,075	\$ 106,279	\$ 3,932	\$ -	\$ 3,505	\$ -	\$ -	\$ 113,716
09/15/38	\$ 61,527	\$ 45,071	\$ 106,598	\$ 4,010	\$ -	\$ 3,219	\$ -	\$ -	\$ 113,828
09/15/39	\$ 66,183	\$ 40,764	\$ 106,947	\$ 4,091	\$ -	\$ 2,912	\$ -	\$ -	\$ 113,950
09/15/40	\$ 71,172	\$ 36,131	\$ 107,303	\$ 4,172	\$ -	\$ 2,581	\$ -	\$ -	\$ 114,056
09/15/41	\$ 76,493	\$ 31,149	\$ 107,642	\$ 4,256	\$ -	\$ 2,225	\$ -	\$ -	\$ 114,123
09/15/42	\$ 82,479	\$ 25,795	\$ 108,274	\$ 4,341	\$ -	\$ 1,842	\$ -	\$ -	\$ 114,458
09/15/43	\$ 88,466	\$ 20,021	\$ 108,487	\$ 4,428	\$ -	\$ 1,430	\$ -	\$ -	\$ 114,345
09/15/44	\$ 95,117	\$ 13,829	\$ 108,946	\$ 4,516	\$ -	\$ 988	\$ -	\$ -	\$ 114,450
09/15/45	\$ 102,434	\$ 7,170	\$ 109,604	\$ 4,607	\$ -	\$ 512	\$ (109,604)	\$ -	\$ 5,119
Totals	\$ 1,277,100	\$ 1,858,354	\$ 3,135,454	\$ 105,238	\$ 17,849	\$ 115,386	\$ (109,604)	\$ (96,618)	\$ 3,167,706

(a) The 2015 due dates represent annual installment due dates which are intended to allow the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 6.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-8
Annual Installments - Parcel R143369/Residential Parcel #2

Major Public Improvement PIO Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 8,089	\$ 8,089	\$ -	\$ -	\$ -	\$ -	\$ (8,089)	\$ -
09/15/16	\$ -	\$ 72,800	\$ 72,800	\$ 2,172	\$ 2,138	\$ 3,208	\$ -	\$ (72,800)	\$ 7,518
09/15/17	\$ -	\$ 72,800	\$ 72,800	\$ 2,215	\$ 2,138	\$ 3,208	\$ -	\$ -	\$ 80,362
09/15/18	\$ 13,365	\$ 72,800	\$ 86,165	\$ 2,260	\$ 2,138	\$ 3,208	\$ -	\$ -	\$ 93,771
09/15/19	\$ 14,200	\$ 72,132	\$ 86,332	\$ 2,305	\$ 2,112	\$ 3,168	\$ -	\$ -	\$ 93,916
09/15/20	\$ 14,757	\$ 71,422	\$ 86,179	\$ 2,351	\$ 2,083	\$ 3,125	\$ -	\$ -	\$ 93,738
09/15/21	\$ 15,593	\$ 70,684	\$ 86,277	\$ 2,398	\$ 2,054	\$ 3,081	\$ -	\$ -	\$ 93,809
09/15/22	\$ 15,036	\$ 69,905	\$ 84,940	\$ 2,446	\$ 2,023	\$ 3,034	\$ -	\$ -	\$ 92,442
09/15/23	\$ 17,820	\$ 68,965	\$ 86,785	\$ 2,495	\$ 257	\$ 4,724	\$ -	\$ -	\$ 94,261
09/15/24	\$ 19,212	\$ 67,851	\$ 87,063	\$ 2,545	\$ -	\$ 4,892	\$ -	\$ -	\$ 94,500
09/15/25	\$ 20,604	\$ 66,650	\$ 87,255	\$ 2,596	\$ -	\$ 4,796	\$ -	\$ -	\$ 94,646
09/15/26	\$ 21,997	\$ 65,363	\$ 87,359	\$ 2,647	\$ -	\$ 4,693	\$ -	\$ -	\$ 94,700
09/15/27	\$ 23,389	\$ 63,988	\$ 87,376	\$ 2,700	\$ -	\$ 4,583	\$ -	\$ -	\$ 94,660
09/15/28	\$ 25,059	\$ 62,526	\$ 87,585	\$ 2,754	\$ -	\$ 4,466	\$ -	\$ -	\$ 94,806
09/15/29	\$ 27,008	\$ 60,772	\$ 87,780	\$ 2,809	\$ -	\$ 4,341	\$ -	\$ -	\$ 94,931
09/15/30	\$ 28,958	\$ 58,881	\$ 87,839	\$ 2,866	\$ -	\$ 4,206	\$ -	\$ -	\$ 94,910
09/15/31	\$ 31,185	\$ 56,854	\$ 88,039	\$ 2,923	\$ -	\$ 4,061	\$ -	\$ -	\$ 95,023
09/15/32	\$ 33,413	\$ 54,671	\$ 88,084	\$ 2,981	\$ -	\$ 3,905	\$ -	\$ -	\$ 94,970
09/15/33	\$ 35,918	\$ 52,332	\$ 88,251	\$ 3,041	\$ -	\$ 3,738	\$ -	\$ -	\$ 95,030
09/15/34	\$ 38,703	\$ 49,818	\$ 88,521	\$ 3,102	\$ -	\$ 3,558	\$ -	\$ -	\$ 95,181
09/15/35	\$ 41,487	\$ 47,109	\$ 88,596	\$ 3,164	\$ -	\$ 3,365	\$ -	\$ -	\$ 95,125
09/15/36	\$ 44,550	\$ 44,205	\$ 88,755	\$ 3,227	\$ -	\$ 3,157	\$ -	\$ -	\$ 95,139
09/15/37	\$ 47,891	\$ 41,086	\$ 88,977	\$ 3,292	\$ -	\$ 2,935	\$ -	\$ -	\$ 95,204
09/15/38	\$ 51,511	\$ 37,734	\$ 89,245	\$ 3,358	\$ -	\$ 2,695	\$ -	\$ -	\$ 95,298
09/15/39	\$ 55,409	\$ 34,128	\$ 89,537	\$ 3,425	\$ -	\$ 2,438	\$ -	\$ -	\$ 95,400
09/15/40	\$ 59,586	\$ 30,249	\$ 89,835	\$ 3,493	\$ -	\$ 2,161	\$ -	\$ -	\$ 95,489
09/15/41	\$ 64,041	\$ 26,078	\$ 90,119	\$ 3,563	\$ -	\$ 1,863	\$ -	\$ -	\$ 95,545
09/15/42	\$ 69,053	\$ 21,596	\$ 90,648	\$ 3,634	\$ -	\$ 1,543	\$ -	\$ -	\$ 95,825
09/15/43	\$ 74,064	\$ 16,762	\$ 90,826	\$ 3,707	\$ -	\$ 1,197	\$ -	\$ -	\$ 95,731
09/15/44	\$ 79,633	\$ 11,577	\$ 91,211	\$ 3,781	\$ -	\$ 827	\$ -	\$ -	\$ 95,819
09/15/45	\$ 85,759	\$ 6,003	\$ 91,762	\$ 3,857	\$ -	\$ 429	\$ (91,762)	\$ -	\$ 4,286
Totals	\$ 1,069,200	\$ 1,555,831	\$ 2,625,031	\$ 88,106	\$ 14,944	\$ 96,602	\$ (91,762)	\$ (80,889)	\$ 2,652,033

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PIO Bonds.
 (b) Gross of Capitalized Interest.
 (c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
 (d) Annual installments are calculated assuming approximately an average 6.94% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-9
Annual Installments - Parcel R143368/Residential Parcel #3

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 13,931	\$ 13,931	\$ -	\$ -	\$ -	\$ -	\$ (13,931)	\$ -
09/15/16	\$ -	\$ 125,378	\$ 125,378	\$ 3,740	\$ 3,683	\$ 5,524	\$ -	\$ (125,378)	\$ 12,947
09/15/17	\$ -	\$ 125,378	\$ 125,378	\$ 3,815	\$ 3,683	\$ 5,524	\$ -	\$ -	\$ 138,400
09/15/18	\$ 23,018	\$ 125,378	\$ 148,396	\$ 3,891	\$ 3,683	\$ 5,524	\$ -	\$ -	\$ 161,494
09/15/19	\$ 24,456	\$ 124,227	\$ 148,683	\$ 3,969	\$ 3,637	\$ 5,455	\$ -	\$ -	\$ 161,745
09/15/20	\$ 25,415	\$ 123,005	\$ 148,420	\$ 4,049	\$ 3,588	\$ 5,382	\$ -	\$ -	\$ 161,438
09/15/21	\$ 26,854	\$ 121,734	\$ 148,588	\$ 4,130	\$ 3,537	\$ 5,306	\$ -	\$ -	\$ 161,560
09/15/22	\$ 25,895	\$ 120,391	\$ 146,286	\$ 4,212	\$ 3,483	\$ 5,225	\$ -	\$ -	\$ 159,206
09/15/23	\$ 30,690	\$ 118,773	\$ 149,463	\$ 4,296	\$ 443	\$ 8,136	\$ -	\$ -	\$ 162,338
09/15/24	\$ 33,088	\$ 116,855	\$ 149,942	\$ 4,382	\$ -	\$ 8,425	\$ -	\$ -	\$ 162,750
09/15/25	\$ 35,485	\$ 114,787	\$ 150,272	\$ 4,470	\$ -	\$ 8,260	\$ -	\$ -	\$ 163,002
09/15/26	\$ 37,883	\$ 112,569	\$ 150,452	\$ 4,559	\$ -	\$ 8,082	\$ -	\$ -	\$ 163,094
09/15/27	\$ 40,281	\$ 110,201	\$ 150,482	\$ 4,651	\$ -	\$ 7,893	\$ -	\$ -	\$ 163,025
09/15/28	\$ 43,158	\$ 107,684	\$ 150,841	\$ 4,744	\$ -	\$ 7,692	\$ -	\$ -	\$ 163,277
09/15/29	\$ 46,515	\$ 104,662	\$ 151,177	\$ 4,839	\$ -	\$ 7,476	\$ -	\$ -	\$ 163,491
09/15/30	\$ 49,871	\$ 101,406	\$ 151,278	\$ 4,935	\$ -	\$ 7,243	\$ -	\$ -	\$ 163,456
09/15/31	\$ 53,708	\$ 97,915	\$ 151,623	\$ 5,034	\$ -	\$ 6,994	\$ -	\$ -	\$ 163,651
09/15/32	\$ 57,544	\$ 94,156	\$ 151,700	\$ 5,135	\$ -	\$ 6,725	\$ -	\$ -	\$ 163,560
09/15/33	\$ 61,860	\$ 90,128	\$ 151,987	\$ 5,237	\$ -	\$ 6,438	\$ -	\$ -	\$ 163,663
09/15/34	\$ 66,655	\$ 85,798	\$ 152,453	\$ 5,342	\$ -	\$ 6,128	\$ -	\$ -	\$ 163,923
09/15/35	\$ 71,450	\$ 81,132	\$ 152,582	\$ 5,449	\$ -	\$ 5,795	\$ -	\$ -	\$ 163,826
09/15/36	\$ 76,725	\$ 76,130	\$ 152,855	\$ 5,558	\$ -	\$ 5,438	\$ -	\$ -	\$ 163,851
09/15/37	\$ 82,479	\$ 70,760	\$ 153,239	\$ 5,669	\$ -	\$ 5,054	\$ -	\$ -	\$ 163,962
09/15/38	\$ 88,713	\$ 64,986	\$ 153,699	\$ 5,782	\$ -	\$ 4,642	\$ -	\$ -	\$ 164,124
09/15/39	\$ 95,427	\$ 58,776	\$ 154,203	\$ 5,898	\$ -	\$ 4,198	\$ -	\$ -	\$ 164,299
09/15/40	\$ 102,620	\$ 52,096	\$ 154,716	\$ 6,016	\$ -	\$ 3,721	\$ -	\$ -	\$ 164,453
09/15/41	\$ 110,292	\$ 44,913	\$ 155,205	\$ 6,136	\$ -	\$ 3,208	\$ -	\$ -	\$ 164,550
09/15/42	\$ 118,924	\$ 37,192	\$ 156,116	\$ 6,259	\$ -	\$ 2,657	\$ -	\$ -	\$ 165,032
09/15/43	\$ 127,555	\$ 28,868	\$ 156,423	\$ 6,384	\$ -	\$ 2,062	\$ -	\$ -	\$ 164,869
09/15/44	\$ 137,146	\$ 19,939	\$ 157,085	\$ 6,512	\$ -	\$ 1,424	\$ -	\$ -	\$ 165,021
09/15/45	\$ 147,696	\$ 10,339	\$ 158,034	\$ 6,642	\$ -	\$ 738	\$ (158,034)	\$ -	\$ 7,381
Totals	\$ 1,841,400	\$ 2,679,487	\$ 4,520,887	\$ 151,739	\$ 25,736	\$ 166,371	\$ (158,034)	\$ (139,309)	\$ 4,567,389

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Grosses of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 0.34% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-10
Annual Installments - Parcel R143367/Residential Parcel #4

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 9,325	\$ 9,325	\$ -	\$ -	\$ -	\$ -	\$ (9,325)	\$ -
09/15/16	\$ -	\$ 83,923	\$ 83,923	\$ 2,504	\$ 2,465	\$ 3,698	\$ -	\$ (83,923)	\$ 8,666
09/15/17	\$ -	\$ 83,923	\$ 83,923	\$ 2,554	\$ 2,465	\$ 3,698	\$ -	\$ -	\$ 92,639
09/15/18	\$ 15,407	\$ 83,923	\$ 99,329	\$ 2,605	\$ 2,465	\$ 3,698	\$ -	\$ -	\$ 108,097
09/15/19	\$ 16,370	\$ 83,152	\$ 99,522	\$ 2,657	\$ 2,434	\$ 3,651	\$ -	\$ -	\$ 108,265
09/15/20	\$ 17,012	\$ 82,334	\$ 99,345	\$ 2,710	\$ 2,402	\$ 3,602	\$ -	\$ -	\$ 108,059
09/15/21	\$ 17,975	\$ 81,483	\$ 99,458	\$ 2,764	\$ 2,368	\$ 3,551	\$ -	\$ -	\$ 108,141
09/15/22	\$ 17,333	\$ 80,584	\$ 97,917	\$ 2,819	\$ 2,332	\$ 3,497	\$ -	\$ -	\$ 106,566
09/15/23	\$ 20,543	\$ 79,501	\$ 100,044	\$ 2,876	\$ 297	\$ 5,446	\$ -	\$ -	\$ 108,662
09/15/24	\$ 22,147	\$ 78,217	\$ 100,365	\$ 2,933	\$ -	\$ 5,640	\$ -	\$ -	\$ 108,938
09/15/25	\$ 23,752	\$ 76,833	\$ 100,585	\$ 2,992	\$ -	\$ 5,529	\$ -	\$ -	\$ 109,106
09/15/26	\$ 25,357	\$ 75,348	\$ 100,706	\$ 3,052	\$ -	\$ 5,410	\$ -	\$ -	\$ 109,168
09/15/27	\$ 26,962	\$ 73,764	\$ 100,726	\$ 3,113	\$ -	\$ 5,283	\$ -	\$ -	\$ 109,122
09/15/28	\$ 28,888	\$ 72,078	\$ 100,966	\$ 3,175	\$ -	\$ 5,148	\$ -	\$ -	\$ 109,290
09/15/29	\$ 31,135	\$ 70,056	\$ 101,191	\$ 3,239	\$ -	\$ 5,004	\$ -	\$ -	\$ 109,434
09/15/30	\$ 33,382	\$ 67,877	\$ 101,258	\$ 3,303	\$ -	\$ 4,848	\$ -	\$ -	\$ 109,410
09/15/31	\$ 35,949	\$ 65,540	\$ 101,490	\$ 3,370	\$ -	\$ 4,681	\$ -	\$ -	\$ 109,541
09/15/32	\$ 38,517	\$ 63,024	\$ 101,541	\$ 3,437	\$ -	\$ 4,502	\$ -	\$ -	\$ 109,480
09/15/33	\$ 41,406	\$ 60,328	\$ 101,734	\$ 3,506	\$ -	\$ 4,309	\$ -	\$ -	\$ 109,548
09/15/34	\$ 44,616	\$ 57,429	\$ 102,045	\$ 3,576	\$ -	\$ 4,102	\$ -	\$ -	\$ 109,723
09/15/35	\$ 47,826	\$ 54,306	\$ 102,132	\$ 3,647	\$ -	\$ 3,879	\$ -	\$ -	\$ 109,658
09/15/36	\$ 51,356	\$ 50,958	\$ 102,314	\$ 3,720	\$ -	\$ 3,640	\$ -	\$ -	\$ 109,675
09/15/37	\$ 55,208	\$ 47,363	\$ 102,571	\$ 3,795	\$ -	\$ 3,383	\$ -	\$ -	\$ 109,749
09/15/38	\$ 59,381	\$ 43,499	\$ 102,879	\$ 3,871	\$ -	\$ 3,107	\$ -	\$ -	\$ 109,857
09/15/39	\$ 63,874	\$ 39,342	\$ 103,216	\$ 3,948	\$ -	\$ 2,810	\$ -	\$ -	\$ 109,975
09/15/40	\$ 68,689	\$ 34,871	\$ 103,560	\$ 4,027	\$ -	\$ 2,491	\$ -	\$ -	\$ 110,078
09/15/41	\$ 73,825	\$ 30,063	\$ 103,887	\$ 4,107	\$ -	\$ 2,147	\$ -	\$ -	\$ 110,142
09/15/42	\$ 79,602	\$ 24,895	\$ 104,497	\$ 4,190	\$ -	\$ 1,778	\$ -	\$ -	\$ 110,465
09/15/43	\$ 85,380	\$ 19,323	\$ 104,703	\$ 4,273	\$ -	\$ 1,380	\$ -	\$ -	\$ 110,356
09/15/44	\$ 91,799	\$ 13,346	\$ 105,146	\$ 4,359	\$ -	\$ 953	\$ -	\$ -	\$ 110,458
09/15/45	\$ 98,861	\$ 6,920	\$ 105,781	\$ 4,446	\$ -	\$ 494	\$ (105,781)	\$ -	\$ 4,940
Totals	\$ 1,232,550	\$ 1,793,528	\$ 3,026,078	\$ 101,567	\$ 17,227	\$ 111,361	\$ (105,781)	\$ (93,247)	\$ 3,057,204

(a) The 9/15 due dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Grosses of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised to Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 6.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-11
Annual Installments - Parcel R18169/Residential Parcel #5

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 14,305	\$ 14,305	\$ -	\$ -	\$ -	\$ -	\$ (14,305)	\$ -
09/15/16	\$ -	\$ 128,749	\$ 128,749	\$ 3,841	\$ 3,782	\$ 5,673	\$ -	\$ (128,749)	\$ 13,295
09/15/17	\$ -	\$ 128,749	\$ 128,749	\$ 3,918	\$ 3,782	\$ 5,673	\$ -	\$ -	\$ 142,121
09/15/18	\$ 23,636	\$ 128,749	\$ 152,385	\$ 3,996	\$ 3,782	\$ 5,673	\$ -	\$ -	\$ 165,835
09/15/19	\$ 25,114	\$ 127,567	\$ 152,680	\$ 4,076	\$ 3,735	\$ 5,602	\$ -	\$ -	\$ 166,093
09/15/20	\$ 26,098	\$ 126,311	\$ 152,409	\$ 4,158	\$ 3,684	\$ 5,526	\$ -	\$ -	\$ 165,778
09/15/21	\$ 27,576	\$ 125,006	\$ 152,582	\$ 4,241	\$ 3,632	\$ 5,448	\$ -	\$ -	\$ 165,903
09/15/22	\$ 26,591	\$ 123,627	\$ 150,218	\$ 4,325	\$ 3,577	\$ 5,365	\$ -	\$ -	\$ 163,486
09/15/23	\$ 31,515	\$ 121,966	\$ 153,481	\$ 4,412	\$ 455	\$ 8,354	\$ -	\$ -	\$ 166,702
09/15/24	\$ 33,977	\$ 119,996	\$ 153,973	\$ 4,500	\$ -	\$ 8,652	\$ -	\$ -	\$ 167,125
09/15/25	\$ 36,439	\$ 117,872	\$ 154,311	\$ 4,590	\$ -	\$ 8,482	\$ -	\$ -	\$ 167,384
09/15/26	\$ 38,901	\$ 115,595	\$ 154,496	\$ 4,682	\$ -	\$ 8,300	\$ -	\$ -	\$ 167,478
09/15/27	\$ 41,363	\$ 113,163	\$ 154,527	\$ 4,776	\$ -	\$ 8,105	\$ -	\$ -	\$ 167,408
09/15/28	\$ 44,318	\$ 110,578	\$ 154,896	\$ 4,871	\$ -	\$ 7,898	\$ -	\$ -	\$ 167,666
09/15/29	\$ 47,765	\$ 107,476	\$ 155,241	\$ 4,969	\$ -	\$ 7,677	\$ -	\$ -	\$ 167,886
09/15/30	\$ 51,212	\$ 104,132	\$ 155,344	\$ 5,068	\$ -	\$ 7,438	\$ -	\$ -	\$ 167,850
09/15/31	\$ 55,151	\$ 100,548	\$ 155,699	\$ 5,169	\$ -	\$ 7,182	\$ -	\$ -	\$ 168,050
09/15/32	\$ 59,091	\$ 96,687	\$ 155,778	\$ 5,273	\$ -	\$ 6,906	\$ -	\$ -	\$ 167,957
09/15/33	\$ 63,522	\$ 92,551	\$ 156,073	\$ 5,378	\$ -	\$ 6,611	\$ -	\$ -	\$ 168,062
09/15/34	\$ 68,447	\$ 88,104	\$ 156,551	\$ 5,486	\$ -	\$ 6,293	\$ -	\$ -	\$ 168,330
09/15/35	\$ 73,371	\$ 83,313	\$ 156,684	\$ 5,595	\$ -	\$ 5,951	\$ -	\$ -	\$ 168,230
09/15/36	\$ 78,788	\$ 78,177	\$ 156,964	\$ 5,707	\$ -	\$ 5,584	\$ -	\$ -	\$ 168,256
09/15/37	\$ 84,697	\$ 72,662	\$ 157,358	\$ 5,822	\$ -	\$ 5,190	\$ -	\$ -	\$ 168,370
09/15/38	\$ 91,098	\$ 66,733	\$ 157,831	\$ 5,938	\$ -	\$ 4,767	\$ -	\$ -	\$ 168,536
09/15/39	\$ 97,992	\$ 60,356	\$ 158,348	\$ 6,057	\$ -	\$ 4,311	\$ -	\$ -	\$ 168,716
09/15/40	\$ 105,378	\$ 53,497	\$ 158,875	\$ 6,178	\$ -	\$ 3,821	\$ -	\$ -	\$ 168,874
09/15/41	\$ 113,257	\$ 46,120	\$ 159,377	\$ 6,301	\$ -	\$ 3,294	\$ -	\$ -	\$ 168,973
09/15/42	\$ 122,121	\$ 38,192	\$ 160,313	\$ 6,427	\$ -	\$ 2,728	\$ -	\$ -	\$ 169,468
09/15/43	\$ 130,984	\$ 29,644	\$ 160,628	\$ 6,556	\$ -	\$ 2,117	\$ -	\$ -	\$ 169,301
09/15/44	\$ 140,833	\$ 20,475	\$ 161,308	\$ 6,687	\$ -	\$ 1,462	\$ -	\$ -	\$ 169,457
09/15/45	\$ 151,666	\$ 10,617	\$ 162,283	\$ 6,821	\$ -	\$ 758	\$ (162,283)	\$ -	\$ 7,579
Totals	\$ 1,890,900	\$ 2,751,516	\$ 4,642,416	\$ 155,818	\$ 26,428	\$ 170,843	\$ (162,283)	\$ (143,054)	\$ 4,690,169

(a) The 9/15 due dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Grosses of Capitalized Interest.

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated annually approximately, on average 5.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-12
Annual Installments - Parcel R19065/Residential Parcel #6

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 11,871	\$ 11,871	\$ -	\$ -	\$ -	\$ -	\$ (11,871)	\$ -
09/15/16	\$ -	\$ 106,841	\$ 106,841	\$ 3,187	\$ 3,138	\$ 4,707	\$ -	\$ (106,841)	\$ 11,033
09/15/17	\$ -	\$ 106,841	\$ 106,841	\$ 3,251	\$ 3,138	\$ 4,707	\$ -	\$ -	\$ 117,938
09/15/18	\$ 19,614	\$ 106,841	\$ 126,456	\$ 3,316	\$ 3,138	\$ 4,707	\$ -	\$ -	\$ 137,617
09/15/19	\$ 20,840	\$ 105,860	\$ 126,701	\$ 3,382	\$ 3,099	\$ 4,649	\$ -	\$ -	\$ 137,831
09/15/20	\$ 21,658	\$ 104,818	\$ 126,476	\$ 3,450	\$ 3,057	\$ 4,586	\$ -	\$ -	\$ 137,569
09/15/21	\$ 22,883	\$ 103,736	\$ 126,619	\$ 3,519	\$ 3,014	\$ 4,521	\$ -	\$ -	\$ 137,673
09/15/22	\$ 22,066	\$ 102,591	\$ 124,658	\$ 3,589	\$ 2,968	\$ 4,452	\$ -	\$ -	\$ 135,668
09/15/23	\$ 26,153	\$ 101,212	\$ 127,365	\$ 3,661	\$ 378	\$ 6,933	\$ -	\$ -	\$ 138,336
09/15/24	\$ 28,196	\$ 99,578	\$ 127,773	\$ 3,734	\$ -	\$ 7,180	\$ -	\$ -	\$ 138,688
09/15/25	\$ 30,239	\$ 97,815	\$ 128,054	\$ 3,809	\$ -	\$ 7,039	\$ -	\$ -	\$ 138,902
09/15/26	\$ 32,282	\$ 95,926	\$ 128,208	\$ 3,885	\$ -	\$ 6,888	\$ -	\$ -	\$ 138,980
09/15/27	\$ 34,325	\$ 93,908	\$ 128,233	\$ 3,963	\$ -	\$ 6,726	\$ -	\$ -	\$ 138,922
09/15/28	\$ 36,777	\$ 91,763	\$ 128,540	\$ 4,042	\$ -	\$ 6,554	\$ -	\$ -	\$ 139,136
09/15/29	\$ 39,637	\$ 89,188	\$ 128,826	\$ 4,123	\$ -	\$ 6,371	\$ -	\$ -	\$ 139,319
09/15/30	\$ 42,498	\$ 86,414	\$ 128,911	\$ 4,206	\$ -	\$ 6,172	\$ -	\$ -	\$ 139,289
09/15/31	\$ 45,767	\$ 83,439	\$ 129,206	\$ 4,290	\$ -	\$ 5,960	\$ -	\$ -	\$ 139,455
09/15/32	\$ 49,036	\$ 80,235	\$ 129,271	\$ 4,376	\$ -	\$ 5,731	\$ -	\$ -	\$ 139,378
09/15/33	\$ 52,714	\$ 76,803	\$ 129,516	\$ 4,463	\$ -	\$ 5,486	\$ -	\$ -	\$ 139,465
09/15/34	\$ 56,800	\$ 73,113	\$ 129,913	\$ 4,552	\$ -	\$ 5,222	\$ -	\$ -	\$ 139,687
09/15/35	\$ 60,886	\$ 69,137	\$ 130,023	\$ 4,643	\$ -	\$ 4,938	\$ -	\$ -	\$ 139,605
09/15/36	\$ 65,381	\$ 64,875	\$ 130,256	\$ 4,736	\$ -	\$ 4,634	\$ -	\$ -	\$ 139,626
09/15/37	\$ 70,285	\$ 60,298	\$ 130,583	\$ 4,831	\$ -	\$ 4,307	\$ -	\$ -	\$ 139,721
09/15/38	\$ 75,597	\$ 55,378	\$ 130,975	\$ 4,928	\$ -	\$ 3,956	\$ -	\$ -	\$ 139,858
09/15/39	\$ 81,318	\$ 50,086	\$ 131,404	\$ 5,026	\$ -	\$ 3,578	\$ -	\$ -	\$ 140,008
09/15/40	\$ 87,447	\$ 44,394	\$ 131,841	\$ 5,127	\$ -	\$ 3,171	\$ -	\$ -	\$ 140,139
09/15/41	\$ 93,986	\$ 38,273	\$ 132,258	\$ 5,229	\$ -	\$ 2,734	\$ -	\$ -	\$ 140,221
09/15/42	\$ 101,341	\$ 31,694	\$ 133,034	\$ 5,334	\$ -	\$ 2,264	\$ -	\$ -	\$ 140,632
09/15/43	\$ 108,696	\$ 24,600	\$ 133,296	\$ 5,440	\$ -	\$ 1,757	\$ -	\$ -	\$ 140,494
09/15/44	\$ 116,869	\$ 16,991	\$ 133,860	\$ 5,549	\$ -	\$ 1,214	\$ -	\$ -	\$ 140,623
09/15/45	\$ 125,859	\$ 8,810	\$ 134,669	\$ 5,660	\$ -	\$ 629	\$ (134,669)	\$ -	\$ 6,290
Totals	\$ 1,569,150	\$ 2,283,326	\$ 3,852,476	\$ 129,304	\$ 21,931	\$ 141,773	\$ (134,669)	\$ (118,712)	\$ 3,892,103

(a) The 9/15/xx dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest.

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 6.34% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-13
Annual Installments - Parcels R13142 & R143364/Residential Parcel #7

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 31,831	\$ 31,831	\$ -	\$ -	\$ -	\$ -	\$ (31,831)	\$ -
09/15/16	\$ -	\$ 286,483	\$ 286,483	\$ 8,546	\$ 8,415	\$ 12,623	\$ -	\$ (286,483)	\$ 29,584
09/15/17	\$ -	\$ 286,483	\$ 286,483	\$ 8,717	\$ 8,415	\$ 12,623	\$ -	\$ -	\$ 316,237
09/15/18	\$ 52,594	\$ 286,483	\$ 339,076	\$ 8,892	\$ 8,415	\$ 12,623	\$ -	\$ -	\$ 369,006
09/15/19	\$ 55,881	\$ 283,853	\$ 339,734	\$ 9,070	\$ 8,310	\$ 12,465	\$ -	\$ -	\$ 369,578
09/15/20	\$ 58,072	\$ 281,059	\$ 339,131	\$ 9,251	\$ 8,198	\$ 12,297	\$ -	\$ -	\$ 368,877
09/15/21	\$ 61,359	\$ 278,155	\$ 339,515	\$ 9,436	\$ 8,082	\$ 12,123	\$ -	\$ -	\$ 369,155
09/15/22	\$ 59,168	\$ 275,087	\$ 334,255	\$ 9,625	\$ 7,959	\$ 11,939	\$ -	\$ -	\$ 363,778
09/15/23	\$ 70,125	\$ 271,389	\$ 341,514	\$ 9,817	\$ 1,012	\$ 18,590	\$ -	\$ -	\$ 370,934
09/15/24	\$ 75,604	\$ 267,006	\$ 342,610	\$ 10,014	\$ -	\$ 19,252	\$ -	\$ -	\$ 371,875
09/15/25	\$ 81,082	\$ 262,281	\$ 343,363	\$ 10,214	\$ -	\$ 18,873	\$ -	\$ -	\$ 372,451
09/15/26	\$ 86,561	\$ 257,214	\$ 343,774	\$ 10,418	\$ -	\$ 18,468	\$ -	\$ -	\$ 372,660
09/15/27	\$ 92,039	\$ 251,804	\$ 343,843	\$ 10,626	\$ -	\$ 18,035	\$ -	\$ -	\$ 372,504
09/15/28	\$ 98,613	\$ 246,051	\$ 344,664	\$ 10,839	\$ -	\$ 17,575	\$ -	\$ -	\$ 373,078
09/15/29	\$ 106,283	\$ 239,148	\$ 345,431	\$ 11,056	\$ -	\$ 17,082	\$ -	\$ -	\$ 373,569
09/15/30	\$ 113,953	\$ 231,708	\$ 345,661	\$ 11,277	\$ -	\$ 16,551	\$ -	\$ -	\$ 373,489
09/15/31	\$ 122,719	\$ 223,732	\$ 346,450	\$ 11,502	\$ -	\$ 15,981	\$ -	\$ -	\$ 373,934
09/15/32	\$ 131,484	\$ 215,141	\$ 346,626	\$ 11,732	\$ -	\$ 15,367	\$ -	\$ -	\$ 373,725
09/15/33	\$ 141,346	\$ 205,937	\$ 347,283	\$ 11,967	\$ -	\$ 14,710	\$ -	\$ -	\$ 373,960
09/15/34	\$ 152,303	\$ 196,043	\$ 348,346	\$ 12,206	\$ -	\$ 14,003	\$ -	\$ -	\$ 374,556
09/15/35	\$ 163,260	\$ 185,382	\$ 348,642	\$ 12,451	\$ -	\$ 13,242	\$ -	\$ -	\$ 374,334
09/15/36	\$ 175,313	\$ 173,954	\$ 349,266	\$ 12,700	\$ -	\$ 12,425	\$ -	\$ -	\$ 374,391
09/15/37	\$ 188,461	\$ 161,682	\$ 350,143	\$ 12,954	\$ -	\$ 11,549	\$ -	\$ -	\$ 374,645
09/15/38	\$ 202,705	\$ 148,490	\$ 351,195	\$ 13,213	\$ -	\$ 10,606	\$ -	\$ -	\$ 375,014
09/15/39	\$ 218,045	\$ 134,300	\$ 352,345	\$ 13,477	\$ -	\$ 9,593	\$ -	\$ -	\$ 375,415
09/15/40	\$ 234,480	\$ 119,037	\$ 353,518	\$ 13,746	\$ -	\$ 8,503	\$ -	\$ -	\$ 375,767
09/15/41	\$ 252,012	\$ 102,624	\$ 354,635	\$ 14,021	\$ -	\$ 7,330	\$ -	\$ -	\$ 375,987
09/15/42	\$ 271,734	\$ 84,983	\$ 356,717	\$ 14,302	\$ -	\$ 6,070	\$ -	\$ -	\$ 377,089
09/15/43	\$ 291,457	\$ 65,961	\$ 357,418	\$ 14,588	\$ -	\$ 4,712	\$ -	\$ -	\$ 376,718
09/15/44	\$ 313,371	\$ 45,559	\$ 358,930	\$ 14,880	\$ -	\$ 3,254	\$ -	\$ -	\$ 377,064
09/15/45	\$ 337,477	\$ 23,623	\$ 361,100	\$ 15,177	\$ -	\$ 1,687	\$ (361,100)	\$ -	\$ 16,865
Totals	\$ 4,207,500	\$ 6,122,483	\$ 10,329,983	\$ 346,714	\$ 58,806	\$ 380,149	\$ (361,100)	\$ (318,314)	\$ 10,436,239

(a) The 09/15/xx dates represent annual installments due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual installments are calculated assuming approximately an average 5.54% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-14
Annual Installments - Parcel R143266/Residential Parcel #8

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 7,040	\$ 7,040	\$ -	\$ -	\$ -	\$ -	\$ (7,040)	\$ -
09/15/16	\$ -	\$ 63,363	\$ 63,363	\$ 1,890	\$ 1,861	\$ 2,792	\$ -	\$ (63,363)	\$ 6,543
09/15/17	\$ -	\$ 63,363	\$ 63,363	\$ 1,928	\$ 1,861	\$ 2,792	\$ -	\$ -	\$ 69,944
09/15/18	\$ 11,633	\$ 63,363	\$ 74,996	\$ 1,967	\$ 1,861	\$ 2,792	\$ -	\$ -	\$ 81,615
09/15/19	\$ 12,360	\$ 62,782	\$ 75,141	\$ 2,006	\$ 1,838	\$ 2,757	\$ -	\$ -	\$ 81,742
09/15/20	\$ 12,844	\$ 62,164	\$ 75,008	\$ 2,046	\$ 1,813	\$ 2,720	\$ -	\$ -	\$ 81,587
09/15/21	\$ 13,571	\$ 61,521	\$ 75,093	\$ 2,087	\$ 1,788	\$ 2,681	\$ -	\$ -	\$ 81,648
09/15/22	\$ 13,087	\$ 60,843	\$ 73,929	\$ 2,129	\$ 1,760	\$ 2,641	\$ -	\$ -	\$ 80,459
09/15/23	\$ 15,510	\$ 60,025	\$ 75,535	\$ 2,171	\$ 224	\$ 4,112	\$ -	\$ -	\$ 82,042
09/15/24	\$ 16,722	\$ 59,056	\$ 75,777	\$ 2,215	\$ -	\$ 4,258	\$ -	\$ -	\$ 82,250
09/15/25	\$ 17,933	\$ 58,010	\$ 75,944	\$ 2,259	\$ -	\$ 4,174	\$ -	\$ -	\$ 82,377
09/15/26	\$ 19,145	\$ 56,890	\$ 76,035	\$ 2,304	\$ -	\$ 4,085	\$ -	\$ -	\$ 82,424
09/15/27	\$ 20,357	\$ 55,693	\$ 76,050	\$ 2,350	\$ -	\$ 3,989	\$ -	\$ -	\$ 82,389
09/15/28	\$ 21,811	\$ 54,421	\$ 76,232	\$ 2,397	\$ -	\$ 3,887	\$ -	\$ -	\$ 82,516
09/15/29	\$ 23,507	\$ 52,894	\$ 76,401	\$ 2,445	\$ -	\$ 3,778	\$ -	\$ -	\$ 82,625
09/15/30	\$ 25,204	\$ 51,248	\$ 76,452	\$ 2,494	\$ -	\$ 3,661	\$ -	\$ -	\$ 82,607
09/15/31	\$ 27,143	\$ 49,484	\$ 76,627	\$ 2,544	\$ -	\$ 3,535	\$ -	\$ -	\$ 82,705
09/15/32	\$ 29,081	\$ 47,584	\$ 76,665	\$ 2,595	\$ -	\$ 3,399	\$ -	\$ -	\$ 82,659
09/15/33	\$ 31,262	\$ 45,549	\$ 76,811	\$ 2,647	\$ -	\$ 3,253	\$ -	\$ -	\$ 82,711
09/15/34	\$ 33,686	\$ 43,360	\$ 77,046	\$ 2,700	\$ -	\$ 3,097	\$ -	\$ -	\$ 82,843
09/15/35	\$ 36,109	\$ 41,002	\$ 77,111	\$ 2,754	\$ -	\$ 2,929	\$ -	\$ -	\$ 82,794
09/15/36	\$ 38,775	\$ 38,474	\$ 77,249	\$ 2,809	\$ -	\$ 2,748	\$ -	\$ -	\$ 82,807
09/15/37	\$ 41,683	\$ 35,760	\$ 77,443	\$ 2,865	\$ -	\$ 2,554	\$ -	\$ -	\$ 82,863
09/15/38	\$ 44,834	\$ 32,842	\$ 77,676	\$ 2,922	\$ -	\$ 2,346	\$ -	\$ -	\$ 82,944
09/15/39	\$ 48,226	\$ 29,704	\$ 77,930	\$ 2,981	\$ -	\$ 2,122	\$ -	\$ -	\$ 83,033
09/15/40	\$ 51,862	\$ 26,328	\$ 78,190	\$ 3,040	\$ -	\$ 1,881	\$ -	\$ -	\$ 83,111
09/15/41	\$ 55,739	\$ 22,698	\$ 78,437	\$ 3,101	\$ -	\$ 1,621	\$ -	\$ -	\$ 83,159
09/15/42	\$ 60,101	\$ 18,796	\$ 78,897	\$ 3,163	\$ -	\$ 1,343	\$ -	\$ -	\$ 83,403
09/15/43	\$ 64,463	\$ 14,589	\$ 79,053	\$ 3,226	\$ -	\$ 1,042	\$ -	\$ -	\$ 83,321
09/15/44	\$ 69,310	\$ 10,077	\$ 79,387	\$ 3,291	\$ -	\$ 720	\$ -	\$ -	\$ 83,398
09/15/45	\$ 74,642	\$ 5,225	\$ 79,867	\$ 3,357	\$ -	\$ 373	\$ (79,867)	\$ -	\$ 3,730
Totals	\$ 930,600	\$ 1,354,149	\$ 2,284,749	\$ 76,685	\$ 13,007	\$ 84,080	\$ (79,867)	\$ (70,404)	\$ 2,308,251

(a) The 09/15 due dates represent annual installments due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 6.34% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix A-15
Annual Installments - Owner's Association Property

Major Public Improvement PID Bonds				Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	\$ -	\$ 1,453	\$ 1,453	\$ -	\$ -	\$ -	\$ -	\$ (1,453)	\$ -
09/15/16	\$ -	\$ 13,073	\$ 13,073	\$ 390	\$ 384	\$ 576	\$ -	\$ (13,073)	\$ 1,350
09/15/17	\$ -	\$ 13,073	\$ 13,073	\$ 398	\$ 384	\$ 576	\$ -	\$ -	\$ 14,431
09/15/18	\$ 2,400	\$ 13,073	\$ 15,473	\$ 406	\$ 384	\$ 576	\$ -	\$ -	\$ 16,839
09/15/19	\$ 2,550	\$ 12,953	\$ 15,503	\$ 414	\$ 379	\$ 569	\$ -	\$ -	\$ 16,865
09/15/20	\$ 2,650	\$ 12,826	\$ 15,476	\$ 422	\$ 374	\$ 561	\$ -	\$ -	\$ 16,833
09/15/21	\$ 2,800	\$ 12,693	\$ 15,493	\$ 431	\$ 369	\$ 553	\$ -	\$ -	\$ 16,846
09/15/22	\$ 2,700	\$ 12,553	\$ 15,253	\$ 439	\$ 363	\$ 545	\$ -	\$ -	\$ 16,600
09/15/23	\$ 3,200	\$ 12,384	\$ 15,584	\$ 448	\$ 46	\$ 848	\$ -	\$ -	\$ 16,927
09/15/24	\$ 3,450	\$ 12,184	\$ 15,634	\$ 457	\$ -	\$ 879	\$ -	\$ -	\$ 16,970
09/15/25	\$ 3,700	\$ 11,969	\$ 15,669	\$ 466	\$ -	\$ 861	\$ -	\$ -	\$ 16,996
09/15/26	\$ 3,950	\$ 11,737	\$ 15,687	\$ 475	\$ -	\$ 843	\$ -	\$ -	\$ 17,006
09/15/27	\$ 4,200	\$ 11,491	\$ 15,691	\$ 485	\$ -	\$ 823	\$ -	\$ -	\$ 16,998
09/15/28	\$ 4,500	\$ 11,228	\$ 15,728	\$ 495	\$ -	\$ 802	\$ -	\$ -	\$ 17,025
09/15/29	\$ 4,850	\$ 10,913	\$ 15,763	\$ 505	\$ -	\$ 780	\$ -	\$ -	\$ 17,047
09/15/30	\$ 5,200	\$ 10,574	\$ 15,774	\$ 515	\$ -	\$ 755	\$ -	\$ -	\$ 17,043
09/15/31	\$ 5,600	\$ 10,210	\$ 15,810	\$ 525	\$ -	\$ 729	\$ -	\$ -	\$ 17,064
09/15/32	\$ 6,000	\$ 9,818	\$ 15,818	\$ 535	\$ -	\$ 701	\$ -	\$ -	\$ 17,054
09/15/33	\$ 6,450	\$ 9,398	\$ 15,848	\$ 546	\$ -	\$ 671	\$ -	\$ -	\$ 17,065
09/15/34	\$ 6,950	\$ 8,946	\$ 15,896	\$ 557	\$ -	\$ 639	\$ -	\$ -	\$ 17,092
09/15/35	\$ 7,450	\$ 8,460	\$ 15,910	\$ 568	\$ -	\$ 604	\$ -	\$ -	\$ 17,082
09/15/36	\$ 8,000	\$ 7,938	\$ 15,938	\$ 580	\$ -	\$ 567	\$ -	\$ -	\$ 17,085
09/15/37	\$ 8,600	\$ 7,378	\$ 15,978	\$ 591	\$ -	\$ 527	\$ -	\$ -	\$ 17,096
09/15/38	\$ 9,250	\$ 6,776	\$ 16,026	\$ 603	\$ -	\$ 484	\$ -	\$ -	\$ 17,113
09/15/39	\$ 9,950	\$ 6,129	\$ 16,079	\$ 615	\$ -	\$ 438	\$ -	\$ -	\$ 17,131
09/15/40	\$ 10,700	\$ 5,432	\$ 16,132	\$ 627	\$ -	\$ 388	\$ -	\$ -	\$ 17,147
09/15/41	\$ 11,500	\$ 4,683	\$ 16,183	\$ 640	\$ -	\$ 335	\$ -	\$ -	\$ 17,157
09/15/42	\$ 12,400	\$ 3,878	\$ 16,278	\$ 653	\$ -	\$ 277	\$ -	\$ -	\$ 17,208
09/15/43	\$ 13,300	\$ 3,010	\$ 16,310	\$ 666	\$ -	\$ 215	\$ -	\$ -	\$ 17,191
09/15/44	\$ 14,300	\$ 2,079	\$ 16,379	\$ 679	\$ -	\$ 149	\$ -	\$ -	\$ 17,206
09/15/45	\$ 15,400	\$ 1,078	\$ 16,478	\$ 693	\$ -	\$ 77	\$ (16,478)	\$ -	\$ 770
Totals	\$ 192,000	\$ 279,386	\$ 471,386	\$ 15,822	\$ 2,684	\$ 17,347	\$ (16,478)	\$ (14,526)	\$ 476,235

(a) The entry dates represent annual installment due dates which are intended to cover the following March 15 and September 15 principal and interest payments on the Major Improvement PID Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming approximately an average 5.54% interest rate on On Bonds plus the Additional Interest and Administrative Expenses.

Appendix B

Legal Descriptions for Parcels within PID

TRACT "A": 649.592 ACRES

649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "B": 1388.17 ACRES

1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

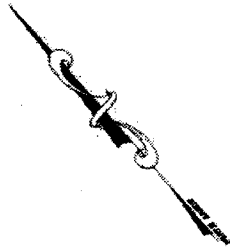
TRACT "C": 8.73 ACRES

8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "D" 23.823 ACRES

AS DESCRIBED ON EXHIBIT A-1 ATTACHED HERETO.

SAVE AND EXCEPT THE PROPERTY DESCRIBED ON EXHIBIT B AND C.



3000 0 3000

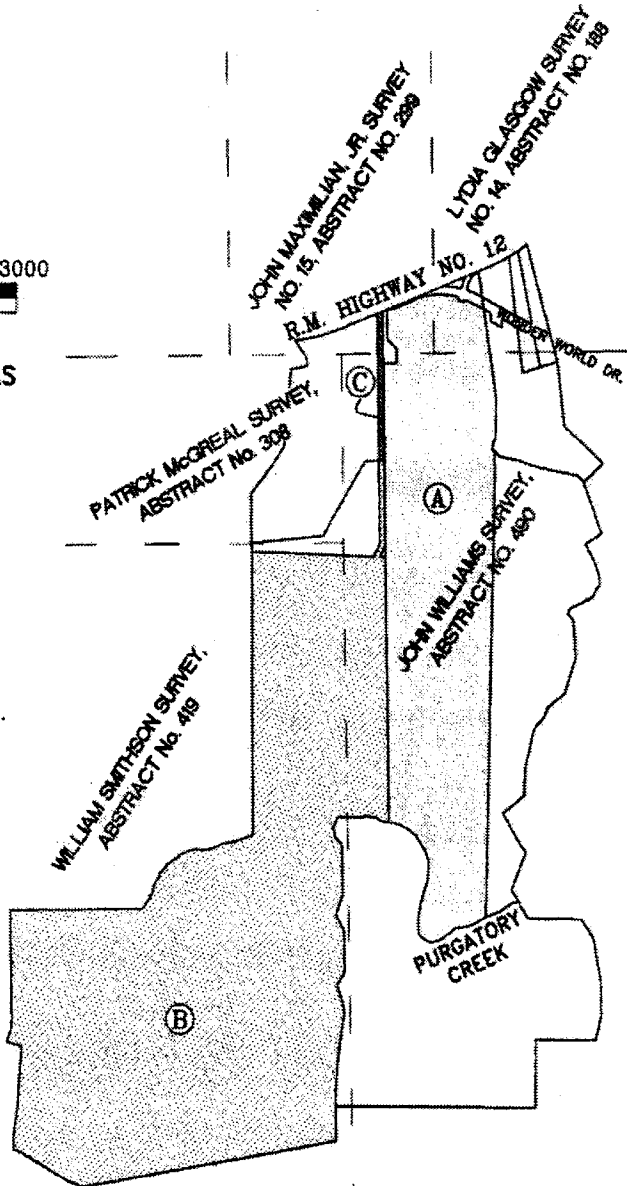
SCALE: 1"=3000'

HAYS COUNTY, TEXAS

(A)
FROST BANK (FORMERLY KNOWN
AS THE FROST NATIONAL BANK),
TRUSTEE OF THE FREEMAN
EDUCATIONAL FOUNDATION
CREATED UNDER THE WILL OF
JOSEPH FREEMAN, DECEASED
TO
LAZY OAKS RANCH, LP
649.592 ACRES
VOL. 4877, PG. 632
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS SOLID HATCH)

(B)
BAT PARTNERS, LTD.
TO
LAZY OAKS RANCH, L.P.
TRACT ONE: 1388.17 ACRES
VOL. 3772, PG. 231
NOVEMBER 13, 2009
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS DOT HATCH)

(C)
BAT PARTNERS, LTD.
TO
LAZY OAKS RANCH, L.P.
TRACT TWO: 8.73 ACRES
VOL. 3772, PG. 231
NOVEMBER 13, 2009
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS SLANT HATCH)



PAGE 2 OF 2

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4282
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-2886 | TBPLS Firm No. 101208-00

EXHIBIT TO ACCOMPANY
TRACT DESCRIPTIONS
IN FN1574

EXHIBIT A-1

Tract "D"

23.823 Acres
John Williams Survey, A-493
Patrick McGreal Survey, A-308
William Smithson Survey, A-419
Hays County, Texas

Job No. 6966-01-003
FN188a(cw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK MCGREAL SURVEY, ABSTRACT NO. 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 48.28 ACRE TRACT DESCRIBED AS "TRACT 1" IN THE SPECIAL WARRANTY DEED FROM MARY THEDFORD, INDEPENDENT EXECUTRIX OF THE ESTATE OF VELMA ROBINSON, DECEASED, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 3613, PAGE 92, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found being the northeast corner of said 48.28 acre tract, same being the southwest corner of that called 8.73 acre tract described as "Tract 1" in the Special Warranty Deed with Vendor's Lien to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being the northernmost corner of that called 1388.17 acre tract described as "Tract One" in the Special Warranty Deed with Vendor's Lien to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being an angle point to the east line of the remainder of the called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 783, Official Public Records of Hays County, Texas, for the easternmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found being the common east corner of said 8.73 acre tract and said 1388.17 acre tract, same being an angle point on the west line of the remainder of the called 888.2 acre tract (1/2 undivided interest) described in the Special Warranty Deed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Froman (Deceased), of record in Volume 358, Page 863, Deed Records of Hays County, Texas, bears S 46°30'58" E, a distance of 124.87 feet;

THENCE with the east line of said 48.28 acre tract and the irregular north line of said 1388.17 acre tract, with the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°28'03" W, a distance of 1703.58 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the east line of said 48.28 acre tract and an angle point on the irregular north line of said 1388.17 acre tract, and
2. S 71°00'03" W, a distance of 282.83 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the southeast corner of said 48.28 acre tract and an angle point on the irregular north line of said 1388.17 acre tract, for the southeast corner of the tract described herein;

THENCE N 43°46'38" W, with a portion of the south line of said 48.28 acre tract, also with a portion of the irregular north line of said 1388.17 acre tract, with the south line of the tract described herein, a distance of 924.01 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southwest corner of the tract described herein, from which a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the common west corner of said 48.28 acre tract and said 1388.17 acre tract, same being on the east line of Tract B, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract B being subject to a Boundary Line Agreement of record in Volume 282, Page 661, Deed Records of Hays County, Texas, bears N 43°46'38" W, a distance of 1779.79 feet;

THENCE N 71°48'54" E, leaving the irregular north line of said 1388.17 acre tract and through the interior of said 48.28 acre tract, with the west line of the tract described herein, a distance of 2170.88 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set on the irregular north line of said 48.28 acre tract, same being on the irregular south line of said 200.00 acre remainder tract, from which a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point on the irregular north line of said 48.28 acre tract and

23.823 Acres
John Williams Survey, A-490
Patrick McGreal Survey, A-308
William Smithson Survey, A-418
Hays County, Texas

Job No. 5958-01-003
FN1668(cdw)
Page 2 of 3

an angle point in the irregular south line of said 200.00 acre remainder tract, bears N 48°30'58" W, a distance of 275.87 feet;

THENCE S 48°30'58" E, with the irregular north line of said 48.28 acre tract and the irregular south line of said 200.00-acre remainder tract, with the north line of the tract described herein, a distance of 22.48 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.


BOWMAN WORD FILE: FN1668(cdw)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

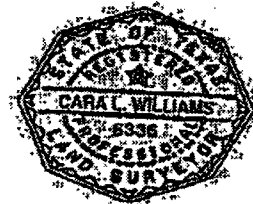
That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

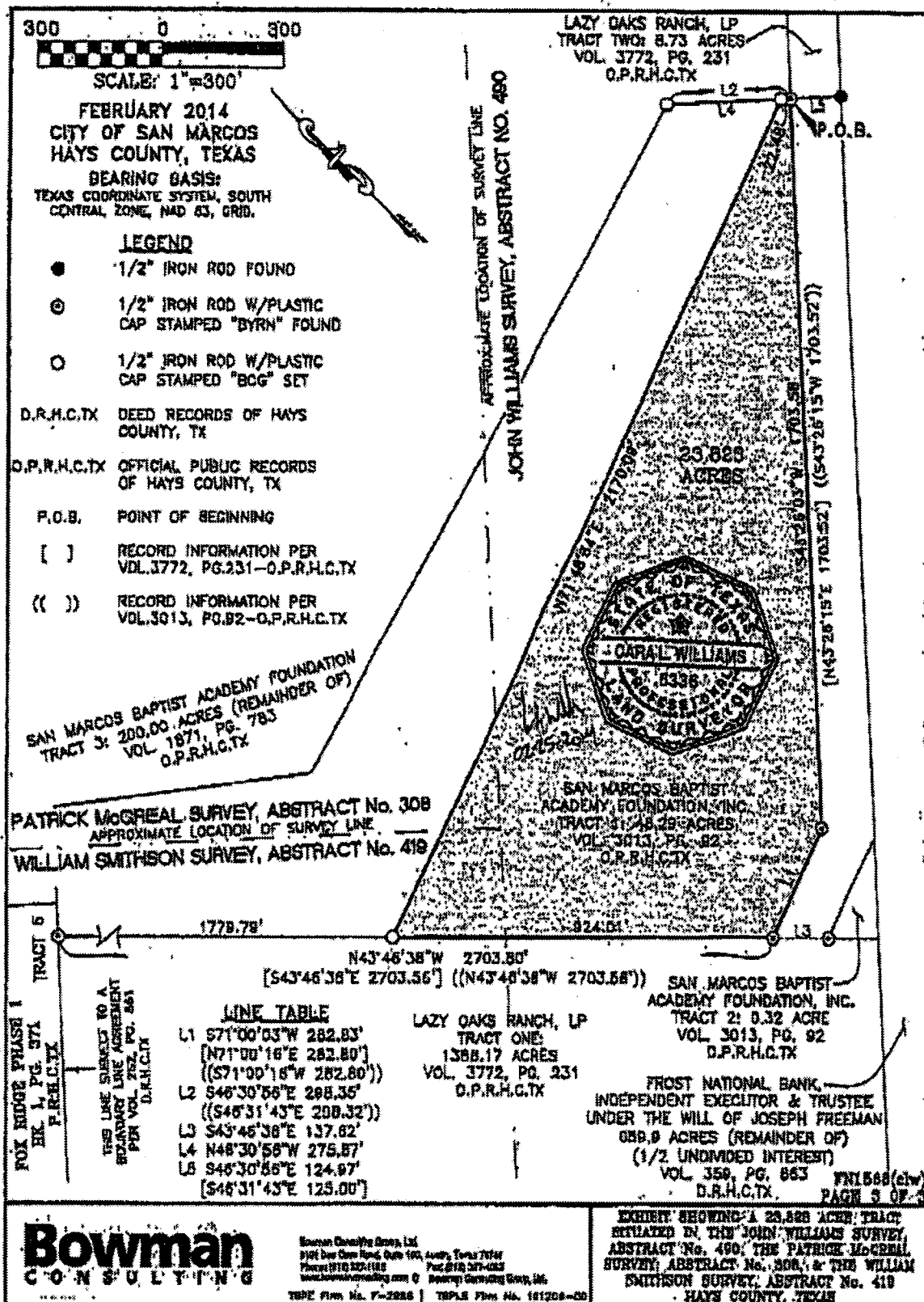
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 25TH day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78748



Cara L. Williams
Registered Professional Land Surveyor
No. 8336 - State of Texas





Bowman
 CONSULTING

Bowman Consulting Group, Ltd.
 5101 Dueham Road, Suite 100, Austin, Texas 78756
 Phone: (512) 327-1188 Fax: (512) 327-4282
 www.bowmanconsulting.com e Bowmgrp@bowmanconsulting.com

TYPE Plan No. F-2286 | TYPE Plan No. 181208-CO

EXHIBIT B

Save and Except

23.823 Acres
William Smithson Survey, A-419
Hays County, Texas

Job No. 8956-01-003
FN1571(cdw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1388.17 ACRE TRACT DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southwest corner of that called 48.29 acre tract described as "Tract 1" in the Special Warranty Deed to San Marcos Baptist Academy Foundation, Inc., of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, same being on the east line of Tract 6, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract 6 being subject to a Boundary Line Agreement of record in Volume 282, Page 881, Deed Records of Hays County, Texas, for the northernmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found, being an angle point on the irregular north line of said 48.29 acre tract, same being the westernmost corner of the remainder of that certain 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 783, Official Public Records of Hays County, Texas, same being on the east line of Tract 5 of said Fox Ridge Phase 1, bears N 43°44'00" E, a distance of 177.28 feet;

THENCE S 43°46'38" E, leaving the east line of said Tract 6, with portions of the irregular north line of said 1388.17 acre tract and the south line of said 48.29 acre tract, with the north line of the herein described tract, a distance of 1287.88 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein, from which a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southeast corner of said 48.29 acre tract, bears S 43°46'38" E, a distance of 1438.12 feet;

THENCE leaving the south line of said 48.29 acre tract and through the interior of said 1388.17 acre tract, with the south and west lines of the tract described herein, the following two (2) courses and distances:

1. S 64°20'56" W, a distance of 706.14 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southeast corner of the tract described herein, and
2. N 71°50'54" W, a distance of 1128.48 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 1388.17 acre tract, same being on the east line of Tract 16 of said Fox Ridge Phase 1, for the southwest corner of the tract described herein;

THENCE N 43°44'00" E, with portions of the west line of said 1388.17 acre tract and the east lines of said Tracts 6 and 16, with the west line of the tract described herein, passing at a distance of 610.98 feet a 1/2 inch iron rod found being the common east corner of said Tracts 6 and 16, and continuing for a total distance of 1203.28 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

23.823 Acres
William Smithson Survey, A-419
Hays County, Texas

Job No. 8958-01-003
FN1571(cw)
Page 2 of 3

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.


BOWMAN WORD FILE: FN1571(cw)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 15th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



Cara L. Williams
Registered Professional Land Surveyor
No. 6336 - State of Texas

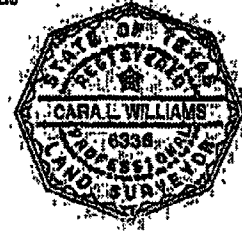


EXHIBIT C

Save and Except

2.487 Acres
John Maximilian, Jr. Survey No. 15, A-299
John Williams Survey, A-490
Hays County, Texas

Job No. 5968-01-003
FN1588(dw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.487 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 8.73 ACRE TRACT DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD., TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.487 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found in the south right-of-way line of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of said 8.73 acre tract and that called 0.112 acre tract described as "Parcel 80" in the Deed to the County of Hays of record in Volume 4388, Page 30, Official Public Records of Hays County, Texas, for the northwest corner and POINT OF BEGINNING of the tract described herein, from which a TXDOT type 1 concrete monument found in the south right-of-way line of R.M. Highway No. 12, being an angle point on the north line of the remainder of that called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 763, Official Public Records of Hays County, Texas, bears N 66°45'57" W, a distance of 988.70 feet;

THENCE S 66°45'57" E, with the south right-of-way line of R.M. Highway No. 12 and the north line of said 8.73 acre tract, with the north line of the tract described herein, a distance of 133.15 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the common north corner of said 8.73 acre tract and that called 0.005 acre tract described as "Parcel 63" in the Deed to the County of Hays of record in Volume 4388, Page 30, Official Public Records of Hays County, Texas, for the northeast corner of the tract described herein, from which a 1/2 inch iron rod found in the south right-of-way line of R.M. Highway No. 12, being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1980, Page 674, Official Public Records of Hays County, Texas, and that called 0.484 acre tract described as "Parcel 65" in the Special Warranty Deed to the County of Hays of record in Volume 4284, Page 611, Official Public Records of Hays County, Texas, bears S 66°45'57" E, a distance of 119.39 feet;

THENCE leaving the south right-of-way line of R.M. Highway No. 12, with the west line of said 0.005 acre tract, also with portions of the east line of said 8.73 acre tract and the west line of said 200.00 acre remainder tract, with a portion of the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°26'39" W, a distance of 69.57 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point in the east line of said 8.73 acre tract; and
2. S 13°08'28" W, a distance of 23.98 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the east line of said 8.73 acre tract, also being on the east line of said 200.00 acre remainder tract and the west line of said 4.337 acre tract;

THENCE S 43°22'28" W, continuing with a portion of the east line of said 8.73 acre tract, also with a portion of the west line of said 4.337 acre tract, with a portion of the east line of the tract described herein, a distance of 878.24 feet to a 1/2 inch iron rod found, being the southwest corner of said 4.337 acre tract, same being an angle point in the west line of the remainder of that called 858.9 acre tract (1/2 undivided interest) described in the Special Warranty Deed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman (Deceased), of record in Volume 358, Page 883, Deed Records of Hays County, Texas, for the southeast corner of the tract described herein;

THENCE through the interior of said 8.73 acre tract, with the south line of the tract described herein, the following two (2) courses and distances:

2.487 Acres
John Madrellian, Jr. Survey No. 15, A-299
John Williams Survey, A-490
Hays County, Texas

Job No. 5958-Q1-003
FN1588(ciw)
Page 2 of 3

1. N 48°37'22" W, a distance of 15.51 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the beginning of a curve to the left, and
2. with the arc of said curve, having a radius of 500.00 feet, an arc length of 341.10 feet, and a chord which bears N 24°08'50" E, a distance of 334.52 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, for the southWest corner of the tract described herein;

THENCE with portions of the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, and the east line of said 0.112 acre tract, with the west line of the tract described hereby, the following three (3) courses and distances:

1. N 43°25'43" E, a distance of 828.60 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,
2. N 13°24'39" E, a distance of 24.00 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,
3. N 43°28'00" E, a distance of 57.11 feet to the POINT OF BEGINNING and containing 2.487 acres of land, more or less,

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Gld.

BOWMAN WORD FILE: FN1588(ciw)


THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

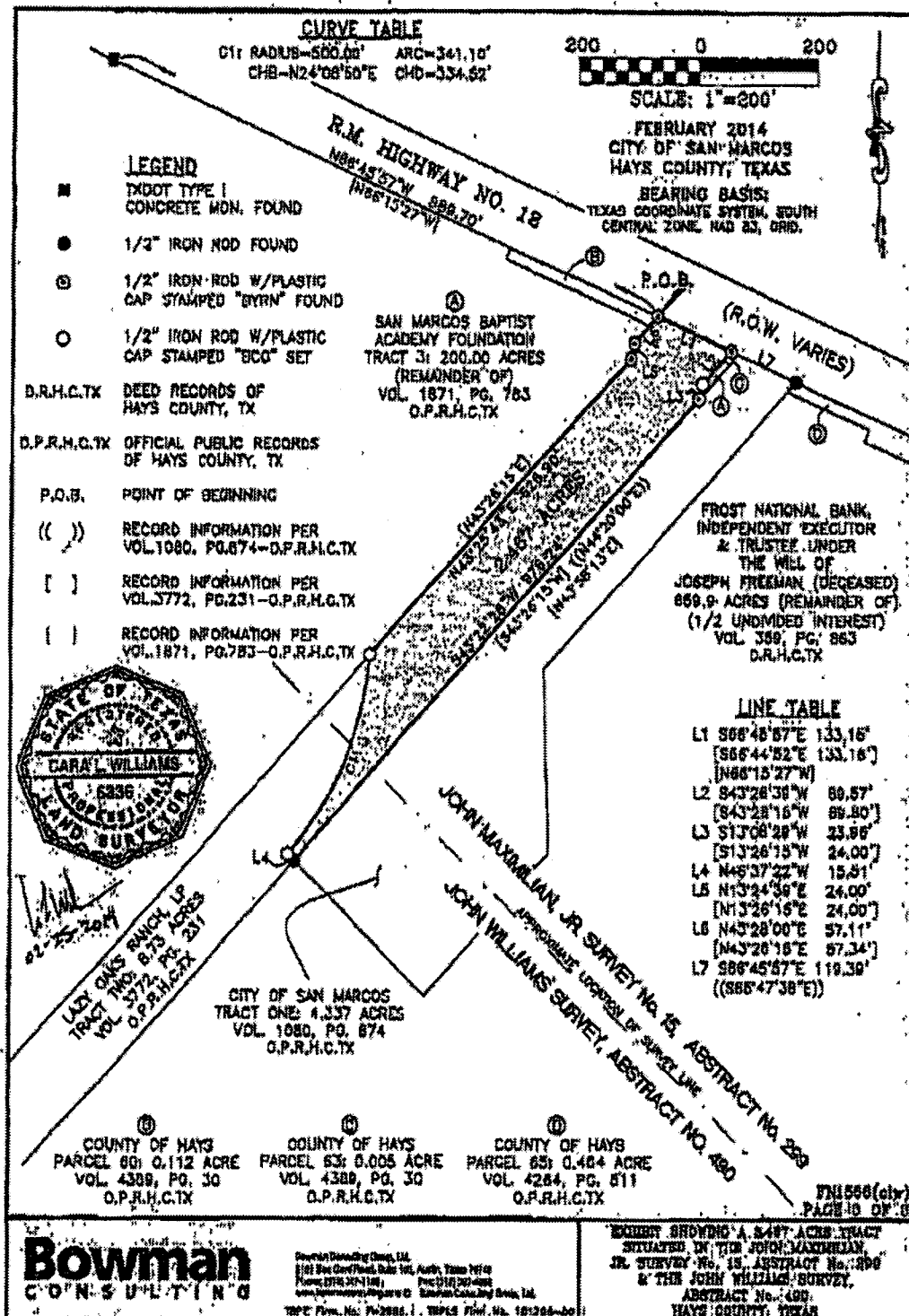
That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 15th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78748


Cara L. Williams
Registered Professional Land Surveyor
No. 6336 - State of Texas





Appendix C

Future Major Public Improvement PID Bonds – Prospective Financial Analyses

- No Future Major Public Improvement PID Bonds are anticipated to be issued at this time.

Appendix D

Neighborhood Improvement PID Bonds – Estimated Special Assessment Allocation by Parcel

Special Assessment Allocation Neighborhood Improvement Areas #1 - #4	
Residential Parcels	Total Special Assessment Allocation
Residential Parcel #1	\$ 2,115,000
Residential Parcel #2	\$ 2,860,000
Neighborhood Improvement Area #1	\$ 4,975,000
Residential Parcel #3	\$ 4,195,000
Residential Parcel #4	\$ 2,930,000
Neighborhood Improvement Area #2	\$ 7,125,000
Residential Parcel #5	\$ 8,715,000
Residential Parcel #6	\$ 7,175,000
Neighborhood Improvement Area #3	\$ 15,890,000
Residential Parcel #7	\$ 16,705,000
Residential Parcel #8	\$ 3,450,000
Neighborhood Improvement Area #4	\$ 20,155,000
Preliminary estimates and subject to change	

Appendix D-1

Neighborhood Improvement Area #1

Estimated Bond Sale Valuation Neighborhood Improvement Area #1			
	Residential Parcel #1	Residential Parcel #2	Total
Major Improvement Public Improvement Bond	\$ 1,290,000	\$ 1,080,000	\$ 2,370,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	\$ 3,870,000	\$ 3,240,000	\$ 7,110,000
Estimated Improved Land Value	\$ 8,728,500	\$ 9,720,000	\$ 18,448,500
Less: Allocated Major Public Improvement Bond	\$ 3,870,000	\$ 3,240,000	\$ 7,110,000
Estimated Post Bond Sale Valuation	\$ 4,858,500	\$ 6,480,000	\$ 11,338,500

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Estimated Authorized Improvements Neighborhood Improvement Area #1			
Description	Residential Parcel #1	Residential Parcel #2	Total
Roadway Construction	\$ 916,090	\$ 792,235	\$ 1,708,325
Drainage / Stormwater	238,980	206,670	445,650
Linear Water Quality	199,150	172,225	371,375
Lot Water Quality	80,000	63,125	143,125
Waste Water	537,330	457,170	994,500
Potable Water	448,070	380,705	828,775
Misc.	278,810	241,115	519,925
Mobilization	121,000	104,000	225,000
Survey	71,000	61,000	132,000
Design	282,000	242,000	524,000
Construction Phase Services	141,000	121,000	262,000
Detention	29,232	32,553	61,785
Central Park Loop East	-	-	-
Central Park Loop West	115,340	128,442	243,782
Residential Connector	-	-	-
Water Transmission Mains	45,555	50,729	96,284
Total Authorized Improvements	\$ 3,503,557	\$ 3,052,969	\$ 6,556,526

Note: Cost estimates provided by Bowman Consulting. The figures shown in the Estimated Costs Table are estimates, and may be revised in Annual Service Plan Updates.

**Allocation of Public Improvement Costs
Neighborhood Improvement Area #1**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	\$ 1,708,325	100%	\$ 1,708,325
Drainage / Stormwater	\$ 445,650	100%	\$ 445,650
Linear Water Quality	\$ 371,375	100%	\$ 371,375
Lot Water Quality	\$ 143,125	100%	\$ 143,125
Waste Water	\$ 994,500	100%	\$ 994,500
Potable Water	\$ 828,775	100%	\$ 828,775
Misc.	\$ 519,925	100%	\$ 519,925
Mobilization	\$ 225,000	100%	\$ 225,000
Survey	\$ 132,000	100%	\$ 132,000
Design	\$ 524,000	100%	\$ 524,000
Construction Phase Services	\$ 262,000	100%	\$ 262,000
Detention	\$ 61,785	100%	\$ 61,785
Central Park Loop East	\$ -	100%	\$ -
Central Park Loop West	\$ 243,782	100%	\$ 243,782
Residential Connector	\$ -	100%	\$ -
Water Transmission Mains	\$ 96,284	100%	\$ 96,284
Total Public Improvements	\$ 6,556,526		\$ 6,556,526

(a) See Estimated Costs Table for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis with the provision that individual parcels may have different levels of benefit and assessment for a specific Public Improvement.

**Special Assessment Allocation
Neighborhood Improvement Area #1**

Lot Width	Estimated Buildout AV (a)	% of Total Special Assessment	Gross Special Assessment	Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
50'	\$ 22,781,250	27.44%	\$ 1,365,202	\$ 13,652	\$ 1,351,550	\$ 88,902	\$ 889	\$ 88,013
60'	16,497,000	19.87%	988,609	9,886	978,723	64,378	644	63,734
70'	23,895,000	28.78%	1,431,946	14,319	1,417,626	93,248	932	92,315
80'	19,845,000	23.90%	1,189,243	11,892	1,177,351	77,443	774	76,669
135'	-	-	-	-	-	-	-	-
1 Acre	-	-	-	-	-	-	-	-
Townhome	-	-	-	-	-	-	-	-
Total	\$ 83,018,250	100.00%	\$ 4,975,000	\$ 49,750	\$ 4,925,250	\$ 323,971	\$ 3,240	\$ 320,731

(a) Estimates based on information available as of xx/xx/2015, the date the original SAP was adopted by the Commissioners Court. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioner's Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #1 PID Bond. The above estimate assumes an average 4.0% interest rate and a 30 year term and an annual administrative expense starting at \$5,000 increasing at 2.0% per year.

(b) Reflects the annual installment for the first full year after the use of the capitalized interest.

Sources and Uses of Funds
Neighborhood Improvement Area #1

Sources of Funds	
Gross Par Amount	\$ 3,780,000
Landowner Contribution (a)	3,455,207
	<u>\$ 7,235,207</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 6,556,526</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 226,737
Capitalized Interest (d)	138,544
	<u>\$ 365,282</u>
Cost of Issuance:	<u>\$ 200,000</u>
Underwriter Discount/Financial Advisor (e):	113,400
	<u>\$ 7,235,207</u>

(a) Owner will have previously funded all costs of the Neighborhood Improvement #1 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Neighborhood Improvement Area #1 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Neighborhood Improvement Area #1 PID Bond.

(d) The Neighborhood Improvement Area #1 PID Bond will include 12 months of capitalized interest.

(e) The Neighborhood Improvement Area #1 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

**Annual Projected Debt Service and Administrative Expenses
Neighborhood Improvement Area #1**

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2018	\$ -	\$ 138,544	\$ 10,000	\$ 7,560	\$ 11,340	\$ 138,544	\$ 28,900
2019	80,000	138,544	10,200	7,560	11,340	-	247,644
2020	85,000	137,642	10,404	7,036	11,100	-	251,182
2021	85,000	136,556	10,612	(143)	10,845	-	242,871
2022	85,000	135,130	10,824	319	10,564	-	241,838
Total	\$ 335,000	\$ 686,417	\$ 52,040	\$ 22,332	\$ 55,189	\$ 138,544	\$ 1,012,434

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Neighborhood Improvement Area #1 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Neighborhood Improvement Area #1 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

**Special Benefit Summary
Neighborhood Improvement Area #1**

Public Improvement	Total Cost
Total Public Improvements	\$ 6,556,526
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 226,737
Capitalized Interest	\$ 138,544
Underwriter's Discount/Financial Advisor	\$ 113,400
Cost of Issuance	\$ 200,000
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 678,682
Total	\$ 7,235,207
Projected Special Assessment	\$ 3,780,000
Excess Benefit	\$ 3,455,207

Appendix D-2

Neighborhood Improvement Area #2

Estimated Bond Sale Valuation Neighborhood Improvement Area #2			
	Residential Parcel #3	Residential Parcel #4	Total
Major Improvement Public Improvement Bond	\$ 1,860,000	\$ 1,245,000	\$ 3,105,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	\$ 5,580,000	\$ 3,735,000	\$ 9,315,000
Estimated Improved Land Value	\$ 15,012,000	\$ 11,150,500	\$ 26,162,500
Less: Allocated Major Public Improvement Bond	\$ 5,580,000	\$ 3,735,000	\$ 9,315,000
Estimated Post Bond Sale Valuation	\$ 9,432,000	\$ 7,415,500	\$ 16,847,500

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Estimated Authorized Improvements Neighborhood Improvement Area #2			
Description	Residential Parcel #3	Residential Parcel #4	Total
Roadway Construction	\$ 1,209,947	\$ 506,840	\$ 1,716,787
Drainage / Stormwater	312,607	165,300	477,907
Linear Water Quality	280,208	137,750	417,958
Lot Water Quality	184,007	76,875	260,882
Waste Water	745,345	398,375	1,143,720
Potable Water	639,157	334,050	973,207
Misc.	298,410	192,850	491,260
Mobilization	233,235	82,000	315,235
Survey	125,000	49,000	174,000
Design	295,000	190,000	485,000
Construction Phase Services	267,000	96,000	363,000
Detention	50,276	37,343	87,619
Central Park Loop East	-	-	-
Central Park Loop West	198,371	147,345	345,716
Residential Connector	-	-	-
Water Transmission Mains	78,349	58,195	136,544
Total Authorized Improvements	\$ 4,916,912	\$ 2,471,923	\$ 7,388,835

Note: Cost estimates provided by Bowman Consulting. The figures shown in the Estimated Costs Table are estimates, and may be revised in Annual Service Plan Updates.

**Allocation of Public Improvement Costs
Neighborhood Improvement Area #2**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	\$ 1,716,787	100%	\$ 1,716,787
Drainage / Stormwater	\$ 477,907	100%	\$ 477,907
Linear Water Quality	\$ 417,958	100%	\$ 417,958
Lot Water Quality	\$ 260,882	100%	\$ 260,882
Waste Water	\$ 1,143,720	100%	\$ 1,143,720
Potable Water	\$ 973,207	100%	\$ 973,207
Misc.	\$ 491,260	100%	\$ 491,260
Mobilization	\$ 315,235	100%	\$ 315,235
Survey	\$ 174,000	100%	\$ 174,000
Design	\$ 485,000	100%	\$ 485,000
Construction Phase Services	\$ 363,000	100%	\$ 363,000
Detention	\$ 87,619	100%	\$ 87,619
Central Park Loop East	\$ -	100%	\$ -
Central Park Loop West	\$ 345,716	100%	\$ 345,716
Residential Connector	\$ -	100%	\$ -
Water Transmission Mains	\$ 136,544	100%	\$ 136,544
Total Public Improvements	\$ 7,388,835		\$ 7,388,835

(a) See Estimated Costs Table for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis with the provision that individual parcels may have different levels of benefit and assessment for a specific Public Improvement.

**Special Assessment Allocation
Neighborhood Improvement Area #2**

Lot Width	Estimated Buildout AV (a)	% of Total		Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
		Special Assessment	Gross Special Assessment					
50'	\$ 27,843,750	23.65%	\$ 1,685,081	\$ 16,851	\$ 1,668,230	\$ 109,502	\$ 1,095	\$ 108,407
60'	36,855,000	31.30%	2,230,435	22,304	2,208,130	144,940	1,449	143,491
70'	34,830,000	29.58%	2,107,883	21,079	2,086,805	136,977	1,370	135,607
80'	5,197,500	4.41%	314,548	3,145	311,403	20,440	204	20,236
135'	13,005,000	11.05%	787,052	7,871	779,182	51,145	511	50,634
1 Acre	-	-	-	-	-	-	-	-
Townhome	-	-	-	-	-	-	-	-
Total	\$ 117,731,250	100.00%	\$ 7,125,000	\$ 71,250	\$ 7,053,750	\$ 463,004	\$ 4,630	\$ 458,374

(a) Estimates based on information available as of 12/31/2015, the date the original SAP was adopted by the Commissioners' Court. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioner's Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #2 PID Bond. The above estimate assumes an average 4.0% interest rate and a 30 year term and an annual administrative expense starting at \$5,000 increasing at 2.0% per year.

(b) Reflects the annual installment for the first full year after the use of the capitalized interest.

Sources and Uses of Funds
Neighborhood Improvement Area #2

Sources of Funds	
Gross Par Amount	\$ 5,615,000
Landowner Contribution (a)	2,682,195
	<u>\$ 8,297,195</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 7,388,835</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 334,268
Capitalized Interest (d)	205,642
	<u>\$ 539,910</u>
Cost of Issuance:	<u>\$ 200,000</u>
Underwriter Discount/Financial Advisor (e):	168,450
	<u>\$ 8,297,195</u>

(a) Owner will have previously funded all costs of the Neighborhood Improvement Area #2 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Neighborhood Improvement Area #2 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Neighborhood Improvement Area #2 PID Bond.

(d) The Neighborhood Improvement Area #2 PID Bond will include 12 months of capitalized interest.

(e) The Neighborhood Improvement Area #2 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

Annual Projected Debt Service and Administrative Expenses Neighborhood Improvement Area #2							
Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2020	\$ -	\$ 205,642	\$ 10,000	\$ 11,230	\$ 16,845	\$ 205,642	\$ 38,075
2021	125,000	205,642	10,200	11,230	16,845	-	368,917
2022	125,000	204,236	10,404	10,304	16,470	-	366,414
2023	125,000	202,642	10,612	(209)	16,095	-	354,139
2024	125,000	200,548	10,824	734	15,720	-	352,826
Total	\$ 500,000	\$ 1,018,709	\$ 52,040	\$ 33,289	\$ 81,975	\$ 205,642	\$ 1,480,371

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Neighborhood Improvement Area #2 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Neighborhood Improvement Area #2 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

Special Benefit Summary Neighborhood Improvement Area #2	
Public Improvement	Total Cost
Total Public Improvements	\$ 7,388,835
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 334,268
Capitalized Interest	\$ 205,642
Underwriter's Discount/Financial Advisor	\$ 168,450
Cost of Issuance	\$ 200,000
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 908,360
Total	\$ 8,297,195
Projected Special Assessment	\$ 5,615,000
Excess Benefit	\$ 2,682,195

Appendix D-3

Neighborhood Improvement Area #3

Estimated Bond Sale Valuation Neighborhood Improvement Area #3			
	Residential Parcel #5	Residential Parcel #6	Total
Major Improvement Public Improvement Bond	\$ 1,910,000	\$ 1,585,000	\$ 3,495,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	\$ 5,730,000	\$ 4,755,000	\$ 10,485,000
Estimated Improved Land Value	\$ 24,781,500	\$ 20,571,000	\$ 45,352,500
Less: Allocated Major Public Improvement Bond	\$ 5,730,000	\$ 4,755,000	\$ 10,485,000
Estimated Post Bond Sale Valuation	\$ 19,051,500	\$ 15,816,000	\$ 34,867,500

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Estimated Authorized Improvements Neighborhood Improvement Area #3			
Description	Residential Parcel #5	Residential Parcel #6	Total
Roadway Construction	\$ 1,505,422	\$ 1,508,660	\$ 3,014,082
Drainage / Stormwater	466,477	479,420	945,897
Linear Water Quality	408,433	382,100	790,533
Lot Water Quality	213,382	255,000	468,382
Waste Water	1,063,865	1,004,745	2,068,610
Potable Water	902,862	878,680	1,781,542
Misc.	477,925	395,990	873,915
Mobilization	292,235	340,875	633,110
Survey	161,000	182,000	343,000
Design	438,000	348,000	786,000
Construction Phase Services	338,000	395,000	733,000
Detention	82,994	68,893	151,887
Central Park Loop East	-	2,735,544	2,735,544
Central Park Loop West	327,467	271,829	599,296
Residential Connector	1,052,698	-	1,052,698
Water Transmission Mains	129,337	107,362	236,698
Total Authorized Improvements	\$ 7,860,097	\$ 9,354,097	\$ 17,214,194

Note: Cost estimates provided by Bowman Consulting. The figures shown in the Estimated Costs Table are estimates, and may be revised in Annual Service Plan Updates.

**Allocation of Public Improvement Costs
Neighborhood Improvement Area #3**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	\$ 3,014,082	100%	\$ 3,014,082
Drainage / Stormwater	\$ 945,897	100%	\$ 945,897
Linear Water Quality	\$ 790,533	100%	\$ 790,533
Lot Water Quality	\$ 468,382	100%	\$ 468,382
Waste Water	\$ 2,068,610	100%	\$ 2,068,610
Potable Water	\$ 1,781,542	100%	\$ 1,781,542
Misc.	\$ 873,915	100%	\$ 873,915
Mobilization	\$ 633,110	100%	\$ 633,110
Survey	\$ 343,000	100%	\$ 343,000
Design	\$ 786,000	100%	\$ 786,000
Construction Phase Services	\$ 733,000	100%	\$ 733,000
Detention	\$ 151,887	100%	\$ 151,887
Central Park Loop East	\$ 2,735,544	100%	\$ 2,735,544
Central Park Loop West	\$ 599,296	100%	\$ 599,296
Residential Connector	\$ 1,052,698	100%	\$ 1,052,698
Water Transmission Mains	\$ 236,698	100%	\$ 236,698
Total Public Improvements	\$ 17,214,194		\$ 17,214,194

(a) See Estimated Costs Table for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis with the provision that individual parcels may have different levels of benefit and assessment for a specific Public Improvement.

**Special Assessment Allocation
Neighborhood Improvement Area #3**

Lot Width	Estimated Buildout AV (a)	% of Total		Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
		Special Assessment	Gross Special Assessment					
50'	\$ 41,343,750	20.26%	\$ 3,218,993	\$ 32,190	\$ 3,186,803	\$ 205,860	\$ 2,059	\$ 203,802
60'	42,120,000	20.64%	3,279,431	32,794	3,246,637	209,726	2,097	207,628
70'	38,880,000	19.05%	3,027,167	30,272	2,996,896	193,593	1,936	191,657
80'	46,305,000	22.69%	3,605,272	36,053	3,569,219	230,564	2,306	228,258
135'	-	-	-	-	-	-	-	-
1 Acre	-	-	-	-	-	-	-	-
Villa	35,437,500	17.36%	2,759,137	27,591	2,731,545	176,452	1,765	174,687
Total	\$ 204,086,250	100.00%	\$ 15,890,000	\$ 158,900	\$ 15,731,100	\$ 1,016,194	\$ 10,162	\$ 1,006,032

(a) Estimates based on information available as of xx/xx/2015, the date the original SAP was adopted by the Commissioners Court. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioner's Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #3 PID Bond. The above estimate assumes an average 4.0% interest rate and a 30 year term and an annual administrative expense starting at \$5,000 increasing at 2.0% per year.

(b) Reflects the annual installment for the first full year after the use of the capitalized interest.

**Sources and Uses of Funds
Neighborhood Improvement Area #3**

Sources of Funds	
Gross Par Amount	\$ 11,625,000
Landowner Contribution (a)	7,250,848
	<u>\$ 18,875,848</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 17,214,194</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 687,192
Capitalized Interest (d)	425,713
	<u>\$ 1,112,904</u>
Cost of Issuance:	<u>\$ 200,000</u>
Underwriter Discount/Financial Advisor (e):	348,750
	<u>\$ 18,875,848</u>

(a) Owner will have previously funded all costs of the Neighborhood Improvement Area #3 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Neighborhood Improvement Area #3 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Neighborhood Improvement Area #3 PID Bond.

(d) The Neighborhood Improvement Area #3 PID Bond will include 12 months of capitalized interest.

(e) The Neighborhood Improvement Area #3 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

Annual Projected Debt Service and Administrative Expenses Neighborhood Improvement Area #3							
Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2022	\$ -	\$ 425,713	\$ 10,000	\$ 23,250	\$ 34,875	\$ 425,713	\$ 68,125
2023	255,000	425,713	10,200	23,250	34,875	-	749,038
2024	260,000	422,840	10,404	21,952	34,110	-	749,306
2025	265,000	419,520	10,612	(444)	33,330	-	728,018
2026	265,000	415,077	10,824	436	32,535	-	723,873
Total	\$ 1,045,000	\$ 2,108,862	\$ 52,040	\$ 68,444	\$ 169,725	\$ 425,713	\$ 3,018,359

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Neighborhood Improvement Area #3 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Neighborhood Improvement Area #3 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

Special Benefit Summary Neighborhood Improvement Area #3	
Public Improvement	Total Cost
Total Public Improvements	\$ 17,214,194
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 687,192
Capitalized Interest	\$ 425,713
Underwriter's Discount/Financial Advisor	\$ 348,750
Cost of Issuance	\$ 200,000
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 1,661,654
Total	\$ 18,875,848
Projected Special Assessment	\$ 11,625,000
Excess Benefit	\$ 7,250,848

Appendix D-4

Neighborhood Improvement Area #4

Estimated Bond Sale Valuation Neighborhood Improvement Area #4			
	Residential Parcel #7	Residential Parcel #8	Total
Major Improvement Public Improvement Bond	\$ 4,250,000	\$ 940,000	\$ 5,190,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	\$ 12,750,000	\$ 2,820,000	\$ 15,570,000
Estimated Improved Land Value	\$ 55,140,000	\$ 12,165,500	\$ 67,305,500
Less: Allocated Major Public Improvement Bond	\$ 12,750,000	\$ 2,820,000	\$ 15,570,000
Estimated Post Bond Sale Valuation	\$ 42,390,000	\$ 9,345,500	\$ 51,735,500

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Estimated Authorized Improvements Neighborhood Improvement Area #4			
Description	Residential Parcel #7	Residential Parcel #8	Total
Roadway Construction	\$ 2,883,288	\$ 704,835	\$ 3,588,123
Drainage / Stormwater	821,997	183,870	1,005,867
Linear Water Quality	666,661	153,225	819,886
Lot Water Quality	334,780	100,625	435,405
Waste Water	1,755,126	461,870	2,216,996
Potable Water	1,481,094	388,505	1,869,599
Misc.	812,595	214,515	1,027,110
Mobilization	475,692	100,000	575,692
Survey	267,000	58,000	325,000
Design	808,000	231,000	1,039,000
Construction Phase Services	555,000	116,000	671,000
Detention	184,666	40,743	225,409
Central Park Loop East	-	-	-
Central Park Loop West	728,630	160,757	889,387
Residential Connector	2,342,302	-	2,342,302
Water Transmission Mains	287,780	63,493	351,273
Total Authorized Improvements	\$ 14,404,611	\$ 2,977,438	\$ 17,382,048

Note: Cost estimates provided by Bowman Consulting. The figures shown in the Estimated Costs Table are estimates, and may be revised in Annual Service Plan Updates.

**Allocation of Public Improvement Costs
Neighborhood Improvement Area #4**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	\$ 3,588,123	100%	\$ 3,588,123
Drainage / Stormwater	\$ 1,005,867	100%	\$ 1,005,867
Linear Water Quality	\$ 819,886	100%	\$ 819,886
Lot Water Quality	\$ 435,405	100%	\$ 435,405
Waste Water	\$ 2,216,996	100%	\$ 2,216,996
Potable Water	\$ 1,869,599	100%	\$ 1,869,599
Misc.	\$ 1,027,110	100%	\$ 1,027,110
Mobilization	\$ 575,692	100%	\$ 575,692
Survey	\$ 325,000	100%	\$ 325,000
Design	\$ 1,039,000	100%	\$ 1,039,000
Construction Phase Services	\$ 671,000	100%	\$ 671,000
Detention	\$ 225,409	100%	\$ 225,409
Central Park Loop East	\$ -	100%	\$ -
Central Park Loop West	\$ 889,387	100%	\$ 889,387
Residential Connector	\$ 2,342,302	100%	\$ 2,342,302
Water Transmission Mains	\$ 351,273	100%	\$ 351,273
Total Public Improvements	\$ 17,382,048		\$ 17,382,048

(a) See Estimated Costs Table for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis with the provision that individual parcels may have different levels of benefit and assessment for a specific Public Improvement.

**Special Assessment Allocation
Neighborhood Improvement Area #4**

Lot Width	Estimated Buildout AV (a)	% of Total Special Assessment	Gross Special Assessment	Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
50'	\$ 19,968,750	6.59%	\$ 1,328,834	\$ 13,288	\$ 1,315,545	\$ 87,422	\$ 874	\$ 86,547
60'	31,941,000	10.55%	2,125,535	21,255	2,104,280	139,835	1,398	138,437
70'	-	-	-	-	-	-	-	-
80'	163,957,500	54.13%	10,910,660	109,107	10,801,553	717,794	7,178	710,616
135'	-	-	-	-	-	-	-	-
1 Acre	57,037,500	18.83%	3,795,598	37,956	3,757,642	249,706	2,497	247,209
Townhome/Villa	29,970,000	9.90%	1,994,373	19,944	1,974,430	131,206	1,312	129,894
Total	\$ 302,874,750	100.00%	\$ 20,155,000	\$ 201,550	\$ 19,953,450	\$ 1,325,963	\$ 13,260	\$ 1,312,704

(a) Estimates based on information available as of 12/31/2015, the date the original SAP was adopted by the Commissioner's Court. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Parcel will not change unless modified in a Service Plan Update approved by the Commissioner's Court, subject to the terms of this SAP, the PID Act, and any other documents associated with the Neighborhood Improvement Area #4 PID Bond. The above estimate assumes an average 4.0% interest rate and a 30 year term and an annual administrative expense starting at \$5,000 increasing at 2.0% per year.

(b) Reflects the annual installment for the first full year after the use of the capitalized interest.

Sources and Uses of Funds
Neighborhood Improvement Area #4

Sources of Funds	
Gross Par Amount	\$ 17,250,000
Landowner Contribution (a)	2,497,649
	<u>\$ 19,747,649</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 17,382,048</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 1,016,629
Capitalized Interest (d)	631,472
	<u>\$ 1,648,101</u>
Cost of Issuance:	<u>\$ 200,000</u>
Underwriter Discount/Financial Advisor (e):	517,500
	<u>\$ 19,747,649</u>

(a) Owner will have previously funded all costs of the Neighborhood Improvement Area #4 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Neighborhood Improvement Area #4 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Neighborhood Improvement Area #4 PID Bond.

(d) The Neighborhood Improvement Area #4 PID Bond will include 12 months of capitalized interest.

(e) The Neighborhood Improvement Area #4 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

**Annual Projected Debt Service and Administrative Expenses
Neighborhood Improvement Area #4**

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2024	\$ -	\$ 631,472	\$ 10,000	\$ 34,500	\$ 51,750	\$ 631,472	\$ 96,250
2025	380,000	631,472	10,200	34,500	51,750	-	1,107,922
2026	385,000	627,195	10,404	32,228	50,610	-	1,105,437
2027	390,000	622,285	10,612	(153)	49,455	-	1,072,198
2028	395,000	615,750	10,824	160	48,285	-	1,070,020
Total	\$ 1,550,000	\$ 3,128,173	\$ 52,040	\$ 101,235	\$ 251,850	\$ 631,472	\$ 4,451,827

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Neighborhood Improvement Area #4 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Neighborhood Improvement Area #4 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

**Special Benefit Summary
Neighborhood Improvement Area #4**

Public Improvement	Total Cost
Total Public Improvements	\$ 17,382,048
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 1,016,629
Capitalized Interest	\$ 631,472
Underwriter's Discount/Financial Advisor	\$ 517,500
Cost of Issuance	\$ 200,000
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 2,365,601
Total	\$ 19,747,649
Projected Special Assessment	\$ 17,250,000
Excess Benefit	\$ 2,497,649

Appendix E

Additional Neighborhood Improvement PID Bonds – Prospective Financial Analyses

Appendix E-1

Additional Neighborhood Improvement Area #1

Estimated Bond Sale Valuation Additional Neighborhood Improvement Area #1			
	Residential Parcel #1	Residential Parcel #2	Total
Neighborhood Improvement Area Bond	\$ 1,620,000	\$ 1,080,000	\$ 3,780,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	\$ 4,860,000	\$ 3,240,000	\$ 11,340,000
Estimated Improved Land Value	\$ 39,278,250	\$ 43,740,000	\$ 83,018,250
Less: Allocated Neighborhood Improvement Area Bond	\$ 4,860,000	\$ 3,240,000	\$ 11,340,000
Estimated Post Bond Sale Valuation	\$ 34,418,250	\$ 40,500,000	\$ 71,678,250
(a) Assuming the Minimum Required Value to Lien Ratio is 3:1			

Sources and Uses of Funds
Additional Neighborhood Improvement Area #1

Sources of Funds	
Gross Par Amount	\$ 1,195,000
Landowner Contribution (a)	2,418,447
	<u>\$ 3,613,447</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 3,455,207</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 73,984
Capitalized Interest (d)	-
	<u>\$ 73,984</u>
Cost of Issuance:	<u>\$ 48,405</u>
Underwriter Discount/Financial Advisor (e):	35,850
	<u>\$ 3,613,447</u>

(a) Owner will have previously funded all costs of the Additional Neighborhood Improvement Area #1 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Additional Neighborhood Improvement Area #1 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Additional Neighborhood Improvement Area #1 PID Bond.

(d) The Additional Neighborhood Improvement Area #1 PID Bond will include 0 months of capitalized interest.

(e) The Additional Neighborhood Improvement Area #1 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

Annual Projected Debt Service and Administrative Expenses Additional Neighborhood Improvement Area #1								
Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments	
2026	\$ 25,000	\$ 43,351	\$ 2,000	\$ 2,390	\$ 3,585	\$ -	\$ 76,326	
2027	25,000	43,094	2,040	2,340	3,510	-	75,984	
2028	25,000	42,812	2,081	2,019	3,435	-	75,347	
2029	25,000	42,493	2,122	(42)	3,360	-	72,933	
2030	25,000	42,074	2,165	(53)	2,745	-	71,931	
Total	\$ 125,000	\$ 213,824	\$ 10,408	\$ 6,654	\$ 16,635	\$ -	\$ 372,522	

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Additional Neighborhood Improvement Area #1 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Additional Neighborhood Improvement Area #1 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

Special Benefit Summary Additional Neighborhood Improvement Area #1	
Public Improvement	Total Cost
Total Public Improvements	\$ 3,455,207
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 73,984
Capitalized Interest	\$ -
Underwriter's Discount/Financial Advisor	\$ 35,850
Cost of Issuance	\$ 48,405
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 158,239
Total	\$ 3,613,447
Projected Special Assessment	\$ 1,195,000
Excess Benefit	\$ 2,418,447

Appendix E-2

Additional Neighborhood Improvement Area #2

Estimated Bond Sale Valuation Additional Neighborhood Improvement Area #2			
	Residential Parcel #3	Residential Parcel #4	Total
Neighborhood Improvement Area Bond	\$ 3,145,000	\$ 2,470,000	\$ 5,615,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	\$ 9,435,000	\$ 7,410,000	\$ 16,845,000
Estimated Improved Land Value	\$ 67,554,000	\$ 50,177,250	\$ 117,731,250
Less: Allocated Neighborhood Improvement Area Bond	\$ 9,435,000	\$ 7,410,000	\$ 16,845,000
Estimated Post Bond Sale Valuation	\$ 58,119,000	\$ 42,767,250	\$ 100,886,250

(a) Assuming the Minimum Required Value to Lien Ratio is 3:1

Sources and Uses of Funds
Additional Neighborhood Improvement Area #2

Sources of Funds	
Gross Par Amount	\$ 1,510,000
Landowner Contribution (a)	1,370,523
	<u>\$ 2,880,523</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 2,682,195</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 91,863
Capitalized Interest (d)	-
	<u>\$ 91,863</u>
Cost of Issuance:	<u>\$ 61,165</u>
Underwriter Discount/Financial Advisor (e):	45,300
	<u>\$ 2,880,523</u>

(a) Owner will have previously funded all costs of the Additional Neighborhood Improvement Area #2 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Additional Neighborhood Improvement Area #2 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Additional Neighborhood Improvement Area #2 PID Bond.

(d) The Additional Neighborhood Improvement Area #2 PID Bond will include 0 months of capitalized interest.

(e) The Additional Neighborhood Improvement Area #2 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

**Annual Projected Debt Service and Administrative Expenses
Additional Neighborhood Improvement Area #2**

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2026	\$ 30,000	\$ 54,537	\$ 2,000	\$ 3,020	\$ 4,530	\$ -	\$ 94,087
2027	30,000	54,229	2,040	2,960	4,440	-	93,669
2028	35,000	53,891	2,081	2,830	4,350	-	98,152
2029	35,000	53,445	2,122	(24)	4,245	-	94,788
2030	35,000	52,858	2,165	(74)	4,020	-	93,969
Total	\$ 165,000	\$ 268,960	\$ 10,408	\$ 8,711	\$ 21,585	\$ -	\$ 474,664

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Additional Neighborhood Improvement Area #2 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Additional Neighborhood Improvement Area #2 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

**Special Benefit Summary
Additional Neighborhood Improvement Area #2**

Public Improvement	Total Cost
Total Public Improvements	\$ 2,682,195
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 91,863
Capitalized Interest	\$ -
Underwriter's Discount/Financial Advisor	\$ 45,300
Cost of Issuance	\$ 61,165
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 198,328
Total	\$ 2,880,523
Projected Special Assessment	\$ 1,510,000
Excess Benefit	\$ 1,370,523

Appendix E-3

Additional Neighborhood Improvement Area #3

Estimated Bond Sale Valuation Additional Neighborhood Improvement Area #3			
	Residential Parcel #5	Residential Parcel #6	Total
Neighborhood Improvement Area Bond	\$ 6,345,000	\$ 5,280,000	\$ 11,625,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	\$ 19,035,000	\$ 15,840,000	\$ 34,875,000
Estimated Improved Land Value	\$ 111,516,750	\$ 92,569,500	\$ 204,086,250
Less: Allocated Neighborhood Improvement Area Bond	\$ 19,035,000	\$ 15,840,000	\$ 34,875,000
Estimated Post Bond Sale Valuation	\$ 92,481,750	\$ 76,729,500	\$ 169,211,250
(a) Assuming the Minimum Required Value to Lien Ratio is 3:1			

Sources and Uses of Funds
Additional Neighborhood Improvement Area #3

Sources of Funds	
Gross Par Amount	\$ 4,265,000
Landowner Contribution (a)	3,537,022
	<u>\$ 7,802,022</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 7,250,848</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 250,464
Capitalized Interest (d)	-
	<u>\$ 250,464</u>
Cost of Issuance:	<u>\$ 172,759</u>
Underwriter Discount/Financial Advisor (e):	127,950
	<u>\$ 7,802,022</u>

(a) Owner will have previously funded all costs of the Additional Neighborhood Improvement Area #3 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Additional Neighborhood Improvement Area #3 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Additional Neighborhood Improvement Area #3 PID Bond.

(d) The Additional Neighborhood Improvement Area #3 PID Bond will include 0 months of capitalized interest.

(e) The Additional Neighborhood Improvement Area #3 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

**Annual Projected Debt Service and Administrative Expenses
Additional Neighborhood Improvement Area #3**

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2026	\$ 90,000	\$ 153,832	\$ 2,000	\$ 8,530	\$ 12,795	\$ -	\$ 267,157
2027	90,000	152,908	2,040	8,350	12,525	-	265,823
2028	90,000	151,894	2,081	7,694	12,255	-	263,924
2029	95,000	150,745	2,122	341	11,985	-	260,193
2030	100,000	149,152	2,165	(213)	11,700	-	262,804
Total	\$ 465,000	\$ 758,530	\$ 10,408	\$ 24,703	\$ 61,260	\$ -	\$ 1,319,900

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Additional Neighborhood Improvement Area #3 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Additional Neighborhood Improvement Area #3 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

**Special Benefit Summary
Additional Neighborhood Improvement Area #3**

Public Improvement	Total Cost
Total Public Improvements	\$ 7,250,848
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 250,464
Capitalized Interest	\$ -
Underwriter's Discount/Financial Advisor	\$ 127,950
Cost of Issuance	\$ 172,759
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 551,173
Total	\$ 7,802,022
Projected Special Assessment	\$ 4,265,000
Excess Benefit	\$ 3,537,022

Appendix E-4

Additional Neighborhood Improvement Area #4

Estimated Bond Sale Valuation Additional Neighborhood Improvement Area #4			
	Residential Parcel #7	Residential Parcel #8	Total
Neighborhood Improvement Area Bond	\$ 14,135,000	\$ 3,115,000	\$ 17,250,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	\$ 42,405,000	\$ 9,345,000	\$ 51,750,000
Estimated Improved Land Value	\$ 248,130,000	\$ 54,744,750	\$ 302,874,750
Less: Allocated Neighborhood Improvement Area Bond	\$ 42,405,000	\$ 9,345,000	\$ 51,750,000
Estimated Post Bond Sale Valuation	\$ 205,725,000	\$ 45,399,750	\$ 251,124,750
(a) Assuming the Minimum Required Value to Lien Ratio is 3:1			

Sources and Uses of Funds
Additional Neighborhood Improvement Area #4

Sources of Funds	
Gross Par Amount	\$ 2,905,000
Landowner Contribution (a)	5,984
	<u>\$ 2,910,984</u>

Uses of Funds	
Authorized Improvements (b)	<u>\$ 2,497,649</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 208,514
Capitalized Interest (d)	-
	<u>\$ 208,514</u>
Cost of Issuance:	<u>\$ 117,671</u>
Underwriter Discount/Financial Advisor (e):	87,150
	<u>\$ 2,910,984</u>

(a) Owner will have previously funded all costs of the Additional Neighborhood Improvement Area #4 Public Improvements pursuant to the Acquisition and Reimbursement Agreement.

(b) See Estimated Authorized Improvements and Allocation of Public Improvements for details. Excludes Bond Issuance costs, which are identified separately.

(c) The Additional Neighborhood Improvement Area #4 PID Bond will include a debt service reserve fund equal to the maximum annual debt service during the term of the Additional Neighborhood Improvement Area #4 PID Bond.

(d) The Additional Neighborhood Improvement Area #4 PID Bond will include 0 months of capitalized interest.

(e) The Additional Neighborhood Improvement Area #4 PID Bond will have a 3.0% underwriter's discount and financial advisor's fee.

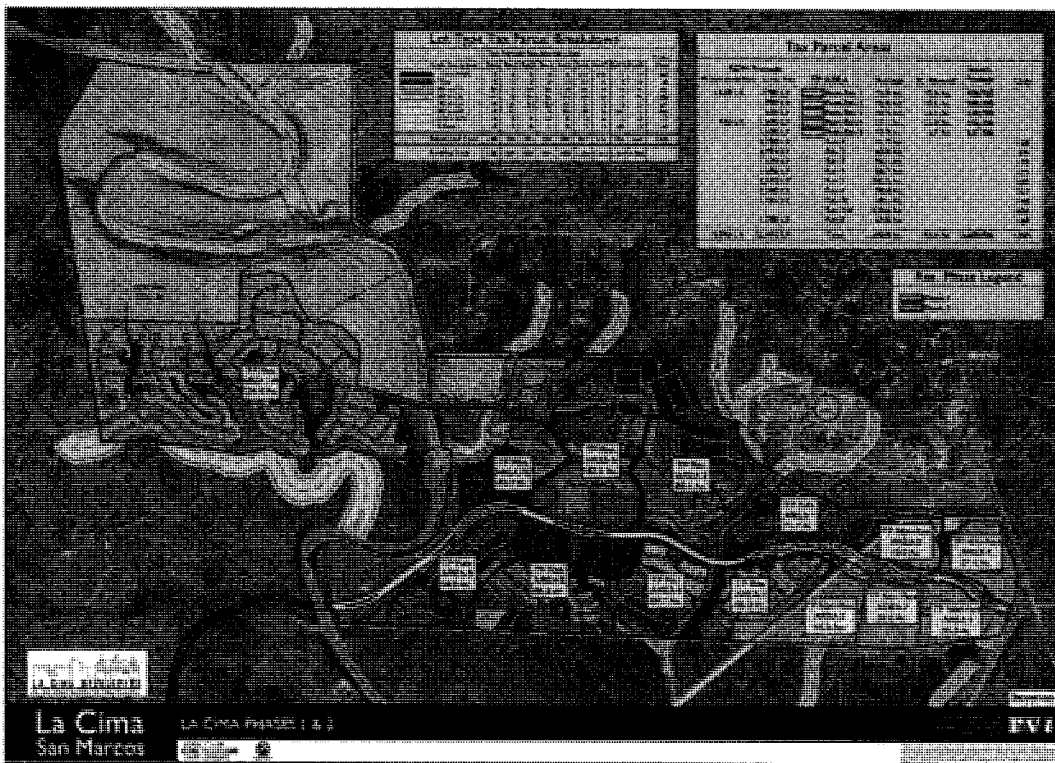
Annual Projected Debt Service and Administrative Expenses Additional Neighborhood Improvement Area #4								
Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments	
2026	\$ 45,000	\$ 156,516	\$ 2,000	\$ 5,810	\$ 8,715	\$ -	\$ 218,041	
2027	45,000	155,299	2,040	5,720	8,580	-	216,639	
2028	45,000	154,036	2,081	5,355	8,445	-	214,918	
2029	50,000	152,707	2,122	3,216	8,310	-	216,355	
2030	50,000	151,018	2,165	309	8,160	-	211,652	
Total	\$ 235,000	\$ 769,577	\$ 10,408	\$ 20,411	\$ 42,210	\$ -	\$ 1,077,605	

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the Additional Neighborhood Improvement Area #4 PID Bond and the administration of the PID. The debt service estimates are based on a 4.0% interest rate and a 30 year term for the Additional Neighborhood Improvement Area #4 PID Bond. Administrative Expenses are expected to increase at a rate of 2% per year.

Special Benefit Summary Additional Neighborhood Improvement Area #4	
Public Improvement	Total Cost
Total Public Improvements	\$ 2,497,649
<i>Bond Fund Deposits/Cost of Issuance</i>	
Reserve Fund	\$ 208,514
Capitalized Interest	\$ -
Underwriter's Discount/Financial Advisor	\$ 87,150
Cost of Issuance	\$ 117,671
Total Bond Fund Deposits/Bond Cost of Issuance	\$ 413,334
Total	\$ 2,910,984
Projected Special Assessment	\$ 2,905,000
Excess Benefit	\$ 5,984

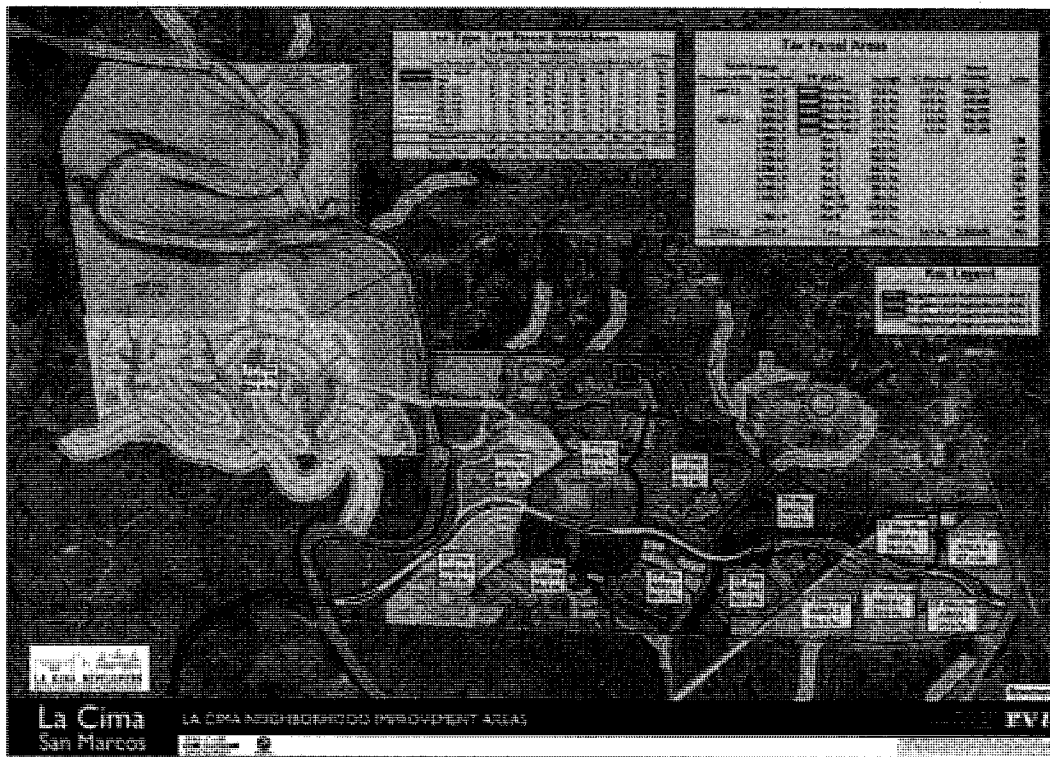
Appendix F

Current Residential Parcels, Future Residential Parcels, Non-Residential Parcels



Appendix G

Neighborhood Improvement Areas



Appendix H

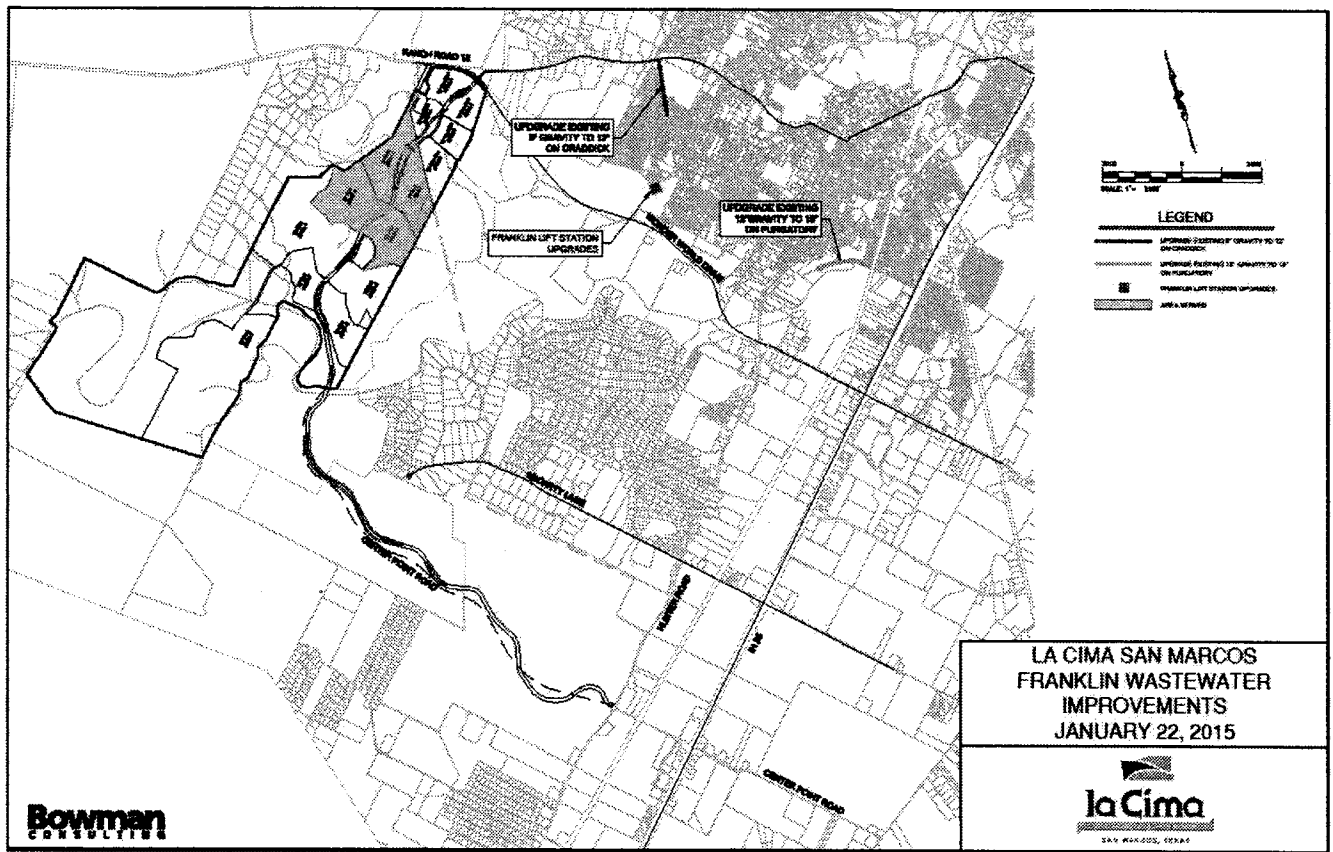
Phase 1 Major Improvement PID Water Improvements

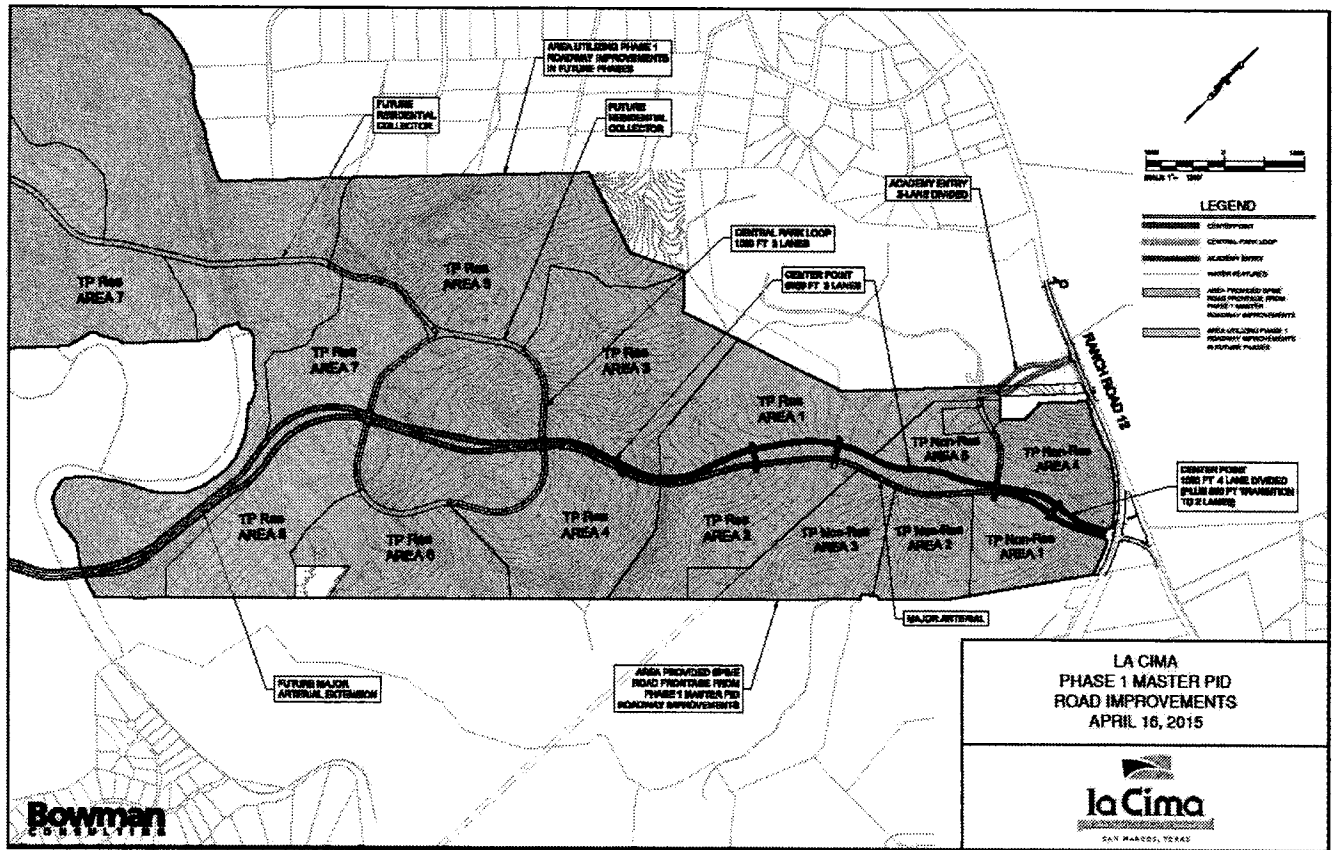
Phase 1 Major Improvement PID Wastewater Improvements

Franklin Wastewater Improvements

Phase 1 Major Improvement PID Road Improvements

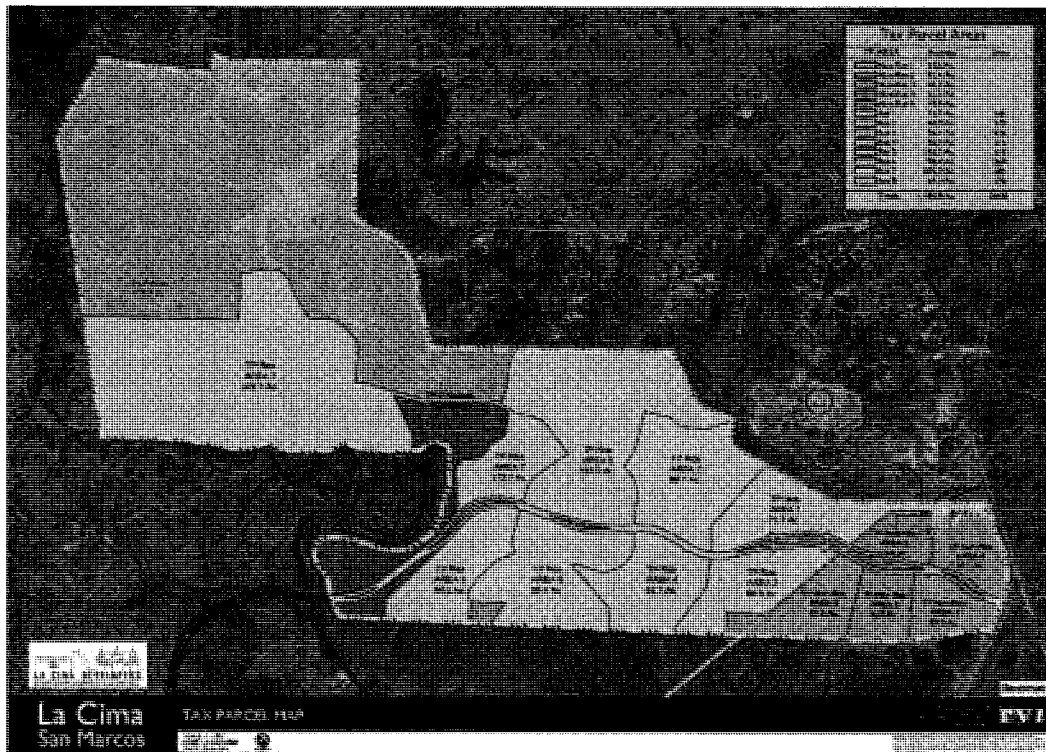






Appendix I

Parcel Map



Appendix J

Allocation of Major Improvements by Parcel

Cost Allocation by Parcel														
Cost Category	Net Costs to be Allocated	Non-Residential					Residential							
		1	2	3	4	5	1	2	3	4	5	6	7	8
Water	\$ 3,729,795	X	X	X	X	X	X	X	X	X	X	X	X	X
Wastewater - Academy LS	\$ 1,945,987	-	-	-	-	-	X	X	X	X	-	-	-	-
Wastewater - Franklin Improvements	\$ 719,033	-	-	-	-	-	X	X	X	X	-	-	-	-
Wastewater - Hunter Road	\$ 568,000	X	X	X	X	X	-	-	-	-	X	X	X	X
Central Park Loop Road	\$ 990,154	X	X	X	X	X	X	X	X	X	X	X	X	X
Center Point From RR12 to Central Park Loop	\$ 7,109,257	X	X	X	X	X	X	X	X	X	X	X	X	X
Secondary Entry Road at Academy	\$ 1,044,383	X	X	X	X	X	X	X	X	X	X	X	X	X
Soft Costs from 9/1/13 to 4/30/15	\$ 1,343,041	X	X	X	X	X	X	X	X	X	X	X	X	X
Projected Soft Costs - 5/1/15 through Closing	\$ 150,000	X	X	X	X	X	X	X	X	X	X	X	X	X
Total Major Improvements - Phase 1	\$ 17,599,650													

Cost Category - Cost Allocation	Net Costs to be Allocated	Non-Residential					Residential							
		1	2	3	4	5	1	2	3	4	5	6	7	8
Water	\$ 3,729,795	\$ 290,472	\$ 281,827	\$ 384,702	\$ 320,729	\$ 172,035	\$ 126,543	\$ 140,917	\$ 217,639	\$ 161,656	\$ 359,273	\$ 298,231	\$ 799,400	\$ 176,371
Wastewater - Academy LS	\$ 1,945,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380,748	\$ 423,998	\$ 654,842	\$ 486,399	\$ -	\$ -	\$ -	\$ -
Wastewater - Franklin Improvements	\$ 719,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,685	\$ 156,665	\$ 241,961	\$ 179,722	\$ -	\$ -	\$ -	\$ -
Wastewater - Hunter Road	\$ 568,000	\$ 53,515	\$ 51,922	\$ 70,875	\$ 59,089	\$ 31,695	\$ -	\$ -	\$ -	\$ -	\$ 66,190	\$ 54,944	\$ 147,276	\$ 32,494
Central Park Loop Road	\$ 990,154	\$ 77,112	\$ 74,817	\$ 102,127	\$ 85,144	\$ 45,670	\$ 33,593	\$ 37,409	\$ 57,777	\$ 42,915	\$ 95,377	\$ 79,172	\$ 212,218	\$ 46,822
Center Point From RR12 to Central Park Loop	\$ 7,109,257	\$ 553,660	\$ 537,182	\$ 733,270	\$ 611,333	\$ 327,912	\$ 241,199	\$ 268,598	\$ 414,835	\$ 308,128	\$ 684,801	\$ 568,450	\$ 1,523,714	\$ 336,176
Secondary Entry Road at Academy	\$ 1,044,383	\$ 81,335	\$ 78,915	\$ 107,721	\$ 89,808	\$ 48,172	\$ 35,433	\$ 39,458	\$ 60,941	\$ 45,265	\$ 100,600	\$ 83,508	\$ 223,841	\$ 49,386
Soft Costs from 9/1/13 to 4/30/15	\$ 1,343,041	\$ 104,394	\$ 101,481	\$ 138,525	\$ 115,490	\$ 61,947	\$ 45,566	\$ 50,742	\$ 78,368	\$ 58,210	\$ 129,369	\$ 107,388	\$ 287,851	\$ 63,508
Projected Soft Costs - 5/1/15 through Closing	\$ 150,000	\$ 11,682	\$ 11,334	\$ 15,471	\$ 12,899	\$ 6,919	\$ 5,089	\$ 5,667	\$ 8,753	\$ 6,501	\$ 14,449	\$ 11,994	\$ 32,149	\$ 7,093
Total Major Improvements - Phase 1	\$ 17,599,650	\$ 1,172,369	\$ 1,137,477	\$ 1,552,691	\$ 1,294,491	\$ 694,350	\$ 1,008,857	\$ 1,123,456	\$ 1,735,116	\$ 1,288,796	\$ 1,450,059	\$ 1,203,687	\$ 3,226,450	\$ 711,849

Appendix K

Special Assessments by Lot Type by Parcel – Major Public Improvement PID Bond

Assessment Allocation											
Residential Parcel 1	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	81	\$ 5,062,500	\$ 22,781,250	\$ 740,714	\$ 55,672	\$ 9,145	\$ 687	\$ 0.24
	60'	\$ 78,000	\$ 351,000	47	\$ 3,666,000	\$ 16,497,000	\$ 536,386	\$ 40,315	\$ 11,412	\$ 858	\$ 0.24
	70'	\$ 90,000	\$ 405,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	80'	\$ 105,000	\$ 472,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			128	\$ 8,728,500	\$ 39,278,250	\$ 1,277,100	\$ 95,987			\$ 0.24
	HOA						\$ 12,900	\$ 970			
	Total			128	\$ 8,728,500	\$ 39,278,250	\$ 1,290,000	\$ 96,957			\$ 0.25
Residential Parcel 2	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	60'	\$ 78,000	\$ 351,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	70'	\$ 90,000	\$ 405,000	59	\$ 5,310,000	\$ 23,895,000	\$ 584,100	\$ 43,901	\$ 9,900	\$ 744	\$ 0.18
	80'	\$ 105,000	\$ 472,500	42	\$ 4,410,000	\$ 19,845,000	\$ 485,100	\$ 36,460	\$ 11,550	\$ 868	\$ 0.18
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			101	\$ 9,720,000	\$ 43,740,000	\$ 1,069,200	\$ 80,362			\$ 0.18
	HOA						\$ 10,800	\$ 812			
	Total			101	\$ 9,720,000	\$ 43,740,000	\$ 1,080,000	\$ 81,173			\$ 0.19
Residential Parcel 3	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	66	\$ 4,125,000	\$ 18,562,500	\$ 505,980	\$ 38,030	\$ 7,666	\$ 576	\$ 0.20
	60'	\$ 78,000	\$ 351,000	69	\$ 5,382,000	\$ 24,219,000	\$ 660,166	\$ 49,618	\$ 9,568	\$ 719	\$ 0.20
	70'	\$ 90,000	\$ 405,000	53	\$ 4,770,000	\$ 21,465,000	\$ 585,097	\$ 43,976	\$ 11,040	\$ 830	\$ 0.20
	80'	\$ 105,000	\$ 472,500	7	\$ 735,000	\$ 3,307,500	\$ 90,156	\$ 6,776	\$ 12,879	\$ 968	\$ 0.20
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			195	\$ 15,012,000	\$ 67,554,000	\$ 1,841,400	\$ 138,400			\$ 0.20
	HOA						\$ 18,600	\$ 1,398			
	Total			195	\$ 15,012,000	\$ 67,554,000	\$ 1,860,000	\$ 139,798			\$ 0.21
Residential Parcel 4	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	33	\$ 2,062,500	\$ 9,281,250	\$ 227,984	\$ 17,135	\$ 6,909	\$ 519	\$ 0.18
	60'	\$ 78,000	\$ 351,000	36	\$ 2,808,000	\$ 12,636,000	\$ 310,390	\$ 23,329	\$ 8,622	\$ 648	\$ 0.18
	70'	\$ 90,000	\$ 405,000	33	\$ 2,970,000	\$ 13,365,000	\$ 328,297	\$ 24,675	\$ 9,948	\$ 748	\$ 0.18
	80'	\$ 105,000	\$ 472,500	4	\$ 420,000	\$ 1,890,000	\$ 46,426	\$ 3,489	\$ 11,606	\$ 872	\$ 0.18
	135'	\$ 170,000	\$ 765,000	17	\$ 2,890,000	\$ 13,005,000	\$ 319,454	\$ 24,010	\$ 18,791	\$ 1,412	\$ 0.18
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			123	\$ 11,150,500	\$ 50,177,250	\$ 1,232,550	\$ 92,639			\$ 0.18
	HOA						\$ 12,450	\$ 936			
	Total			123	\$ 11,150,500	\$ 50,177,250	\$ 1,245,000	\$ 93,575			\$ 0.19

Appendix K

Special Assessments by Lot Type by Parcel – Major Public Improvement PID Bond

Assessment Allocation										
Residential Parcel 5	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	111	\$ 6,937,500	\$ 31,218,750	\$ 529,351	\$ 39,786	\$ 4,769	\$ 0.13
	60'	\$ 78,000	\$ 351,000	73	\$ 5,694,000	\$ 25,623,000	\$ 434,469	\$ 32,655	\$ 5,952	\$ 0.13
	70'	\$ 90,000	\$ 405,000	65	\$ 5,850,000	\$ 26,325,000	\$ 446,372	\$ 33,549	\$ 6,867	\$ 0.13
	80'	\$ 105,000	\$ 472,500	60	\$ 6,300,000	\$ 28,350,000	\$ 480,708	\$ 36,130	\$ 8,012	\$ 0.13
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			309	\$ 24,781,500	\$ 111,516,750	\$ 1,890,900	\$ 142,121		\$ 0.13
	HOA						\$ 19,100	\$ 1,436		
	Total			309	\$ 24,781,500	\$ 111,516,750	\$ 1,910,000	\$ 143,556		\$ 0.13
Residential Parcel 6	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	36	\$ 2,250,000	\$ 10,125,000	\$ 171,629	\$ 12,900	\$ 4,767	\$ 0.13
	60'	\$ 78,000	\$ 351,000	47	\$ 3,666,000	\$ 16,497,000	\$ 279,641	\$ 21,018	\$ 5,950	\$ 0.13
	70'	\$ 90,000	\$ 405,000	31	\$ 2,790,000	\$ 12,555,000	\$ 212,820	\$ 15,996	\$ 6,865	\$ 0.13
	80'	\$ 105,000	\$ 472,500	38	\$ 3,990,000	\$ 17,955,000	\$ 304,356	\$ 22,876	\$ 8,009	\$ 0.13
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	175	\$ 7,875,000	\$ 35,437,500	\$ 600,703	\$ 45,149	\$ 3,433	\$ 0.13
	SubTotal			327	\$ 20,571,000	\$ 92,569,500	\$ 1,569,150	\$ 117,938		\$ 0.13
	HOA						\$ 15,850	\$ 1,191		
	Total			327	\$ 20,571,000	\$ 92,569,500	\$ 1,585,000	\$ 119,129		\$ 0.13
Residential Parcel 7	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	60'	\$ 78,000	\$ 351,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	70'	\$ 90,000	\$ 405,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	80'	\$ 105,000	\$ 472,500	341	\$ 35,805,000	\$ 161,122,500	\$ 2,732,128	\$ 205,348	\$ 8,012	\$ 0.13
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	65	\$ 12,675,000	\$ 57,037,500	\$ 967,176	\$ 72,693	\$ 14,880	\$ 0.13
	Townhome	\$ 45,000	\$ 202,500	148	\$ 6,660,000	\$ 29,970,000	\$ 508,196	\$ 38,196	\$ 3,434	\$ 0.13
	SubTotal			554	\$ 55,140,000	\$ 248,130,000	\$ 4,207,500	\$ 316,237		\$ 0.13
	HOA						\$ 42,500	\$ 3,194		
	Total			554	\$ 55,140,000	\$ 248,130,000	\$ 4,250,000	\$ 319,432		\$ 0.13
Residential Parcel 8	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	50'	\$ 62,500	\$ 281,250	71	\$ 4,437,500	\$ 19,968,750	\$ 339,447	\$ 25,513	\$ 4,781	\$ 0.13
	60'	\$ 78,000	\$ 351,000	91	\$ 7,098,000	\$ 31,941,000	\$ 542,962	\$ 40,809	\$ 5,967	\$ 0.13
	70'	\$ 90,000	\$ 405,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	80'	\$ 105,000	\$ 472,500	6	\$ 630,000	\$ 2,835,000	\$ 48,192	\$ 3,622	\$ 8,032	\$ 0.13
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			168	\$ 12,165,500	\$ 54,744,750	\$ 930,600	\$ 69,944		\$ 0.13
	HOA						\$ 9,400	\$ 707		
	Total			168	\$ 12,165,500	\$ 54,744,750	\$ 940,000	\$ 70,651		\$ 0.13
All Non-Residential	Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Equivalent Tax Rate (per \$100/AV)
	Retail		\$ 225	360,000		\$ 81,000,000	\$ 898,128	\$ 67,504	\$ 2.49	\$ 0.08
	Office		\$ 225	1,640,000		\$ 369,000,000	\$ 4,091,472	\$ 307,517	\$ 2.49	\$ 0.08
	SubTotal			2,000,000		\$ 450,000,000	\$ 4,989,600	\$ 375,020		\$ 0.08
	HOA						\$ 50,400	\$ 3,788		
	Total			2,000,000		\$ 450,000,000	\$ 5,040,000	\$ 378,809		\$ 0.08

Appendix L

Neighborhood Improvement Area upon Project Build Out

Assessment Allocation											
Neighborhood Improvement Area #1	Average		Estimated AV per Unit	Units	Improved Lot		Total	Annual		Annual	Equivalent Tax
	Lot Width	Finished Lot Price			Value	Assessed Value		Installment (1st Year)	Assessment per Unit	Installment per Unit	
	50'	\$ 62,500	\$ 281,250	81	\$ 5,062,500	\$ 22,781,250	\$ 1,995,405	\$ 136,405	\$ 24,635	\$ 1,684	\$ 0.60
	60'	\$ 78,000	\$ 351,000	47	\$ 3,666,000	\$ 16,497,000	\$ 1,444,969	\$ 98,777	\$ 30,744	\$ 2,102	\$ 0.60
	70'	\$ 90,000	\$ 405,000	59	\$ 5,310,000	\$ 23,895,000	\$ 2,092,958	\$ 143,074	\$ 35,474	\$ 2,425	\$ 0.60
	80'	\$ 105,000	\$ 472,500	42	\$ 4,410,000	\$ 19,845,000	\$ 1,738,219	\$ 118,824	\$ 41,386	\$ 2,829	\$ 0.60
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			229	\$ 18,448,500	\$ 83,018,250	\$ 7,271,550	\$ 497,080			
	HOA						\$ 73,450	\$ 5,021			
	Total			229	\$ 18,448,500	\$ 83,018,250	\$ 7,345,000	\$ 502,101			\$ 0.60
Neighborhood Improvement Area #2	Average		Estimated AV per Unit	Units	Improved Lot		Total	Annual		Annual	Equivalent Tax
	Lot Width	Finished Lot Price			Value	Assessed Value		Installment (1st Year)	Assessment per Unit	Installment per Unit	
	50'	\$ 62,500	\$ 281,250	99	\$ 6,187,500	\$ 27,843,750	\$ 2,395,228	\$ 163,048	\$ 24,194	\$ 1,647	\$ 0.59
	60'	\$ 78,000	\$ 351,000	105	\$ 8,190,000	\$ 36,855,000	\$ 3,170,410	\$ 215,816	\$ 30,194	\$ 2,055	\$ 0.59
	70'	\$ 90,000	\$ 405,000	86	\$ 7,740,000	\$ 34,830,000	\$ 2,996,212	\$ 203,958	\$ 34,840	\$ 2,372	\$ 0.59
	80'	\$ 105,000	\$ 472,500	11	\$ 1,155,000	\$ 5,197,500	\$ 451,625	\$ 30,743	\$ -	\$ -	\$ -
	135'	\$ 170,000	\$ 765,000	17	\$ 2,890,000	\$ 13,005,000	\$ 1,130,041	\$ 76,924	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Townhome	\$ 45,000	\$ 202,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SubTotal			318	\$ 26,162,500	\$ 117,731,250	\$ 10,127,700	\$ 689,413			
	HOA						\$ 102,300	\$ 6,964			
	Total			318	\$ 26,162,500	\$ 117,731,250	\$ 10,230,000	\$ 696,377			\$ 0.59
Neighborhood Improvement Area #3	Average		Estimated AV per Unit	Units	Improved Lot		Total	Annual		Annual	Equivalent Tax
	Lot Width	Finished Lot Price			Value	Assessed Value		Installment (1st Year)	Assessment per Unit	Installment per Unit	
	50'	\$ 62,500	\$ 281,250	147	\$ 9,187,500	\$ 41,343,750	\$ 3,887,739	\$ 256,484	\$ 26,447	\$ 1,745	\$ 0.62
	60'	\$ 78,000	\$ 351,000	120	\$ 9,360,000	\$ 42,120,000	\$ 3,960,733	\$ 261,300	\$ 33,006	\$ 2,178	\$ 0.62
	70'	\$ 90,000	\$ 405,000	96	\$ 8,640,000	\$ 38,880,000	\$ 3,656,062	\$ 241,200	\$ 38,084	\$ 2,513	\$ 0.62
	80'	\$ 105,000	\$ 472,500	98	\$ 10,290,000	\$ 46,305,000	\$ 4,354,268	\$ 287,263	\$ 44,431	\$ 2,931	\$ 0.62
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Villa	\$ 45,000	\$ 202,500	175	\$ 7,875,000	\$ 35,437,500	\$ 3,332,348	\$ 219,844	\$ -	\$ -	\$ -
	SubTotal			636	\$ 45,352,500	\$ 204,086,250	\$ 19,191,150	\$ 1,266,091			
	HOA						\$ 193,850	\$ 12,789			
	Total			636	\$ 45,352,500	\$ 204,086,250	\$ 19,385,000	\$ 1,278,880			\$ 0.63
Neighborhood Improvement Area #4	Average		Estimated AV per Unit	Units	Improved Lot		Total	Annual		Annual	Equivalent Tax
	Lot Width	Finished Lot Price			Value	Assessed Value		Installment (1st Year)	Assessment per Unit	Installment per Unit	
	50'	\$ 62,500	\$ 281,250	71	\$ 4,437,500	\$ 19,968,750	\$ 1,654,304	\$ 112,009	\$ -	\$ -	\$ -
	60'	\$ 78,000	\$ 351,000	91	\$ 7,098,000	\$ 31,941,000	\$ 2,646,141	\$ 179,163	\$ -	\$ -	\$ -
	70'	\$ 90,000	\$ 405,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	80'	\$ 105,000	\$ 472,500	347	\$ 36,435,000	\$ 163,957,500	\$ 13,583,000	\$ 919,671	\$ 39,144	\$ 2,650	\$ 0.56
	135'	\$ 170,000	\$ 765,000	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1 Acre	\$ 195,000	\$ 877,500	65	\$ 12,675,000	\$ 57,037,500	\$ 4,725,251	\$ 319,935	\$ -	\$ -	\$ -
	Townhome/Villa	\$ 45,000	\$ 202,500	148	\$ 6,660,000	\$ 29,970,000	\$ 2,482,854	\$ 168,108	\$ 16,776	\$ 1,136	\$ 0.56
	SubTotal			722	\$ 67,305,500	\$ 302,874,750	\$ 25,091,550	\$ 1,698,885			
	HOA						\$ 253,450	\$ 17,160			
	Total			722	\$ 67,305,500	\$ 302,874,750	\$ 25,345,000	\$ 1,716,046			\$ 0.57
Commercial	Average		Estimated AV per Unit	SF	Improved Lot		Total	Annual		Annual	Equivalent Tax
	Lot Width	Finished Lot Price			Value	Assessed Value		Installment (1st Year)	Assessment per Unit	Installment per Unit	
	Retail	\$	225	360,000	\$	\$ 81,000,000	\$ 907,200	\$ 68,186	\$ 2.52	\$ 0.19	\$ 0.08
	Office	\$	225	1,640,000	\$	\$ 369,000,000	\$ 4,132,800	\$ 310,623	\$ 2.52	\$ 0.19	\$ 0.08
	SubTotal			2,000,000	\$	\$ 450,000,000	\$ 4,989,600	\$ 375,020			
	HOA						\$ 50,400	\$ 3,788			
	Total			2,000,000	\$	\$ 450,000,000	\$ 5,040,000	\$ 378,809			\$ 0.08
Total					Assessed Value		Total	Annual		Equivalent Tax	
	Total				\$ 1,157,710,500		\$ 67,345,000	\$ 4,572,212			

Appendix M

Proposed Chronology of PID Bond Issues

<p>Series 2015</p> <p>\$19.20mm Major Improvement Bonds</p> <ul style="list-style-type: none"> • Approximately \$10,078 of Debt Per Home⁽¹⁾ • MI FBT • NIB FBT 	<p>Improvement Area #1 - 2017</p> <p>\$3.78mm Neighborhood Improvement Bonds</p> <p>Approximately \$16,507 of Debt Per Home⁽¹⁾</p>
	<p>Additional Improvement Area #1 - Neighborhood Improvement Bonds</p>
	<p>Improvement Area #2 - 2019</p> <p>\$5.61mm Neighborhood Improvement Bonds</p> <p>Approximately \$17,657 of Debt Per Home⁽¹⁾</p>
	<p>Additional Improvement Area #2 - Neighborhood Improvement Bonds</p>
	<p>Improvement Area #3 - 2021</p> <p>\$11.62mm Neighborhood Improvement Bonds</p> <p>Approximately \$18,278 of Debt Per Home⁽¹⁾</p>
	<p>Additional Improvement Area #3 - Neighborhood Improvement Bonds</p>
	<p>Improvement Area #4 - 2023</p> <p>\$17.25mm Neighborhood Improvement Bonds</p> <p>Approximately \$23,892 of Debt Per Home⁽¹⁾</p>
	<p>Additional Improvement Area #4 - Neighborhood Improvement Bonds</p>

⁽¹⁾ Based on DPFG analysis 5.22.15. All numbers are preliminary and subject to change.

Jefferies

EXHIBIT C to LANDOWNER AGREEMENT

Homebuyer Disclosure

[See Attached]

**LA CIMA PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #2
LOT TYPE [REDACTED] HOMEBUYER DISCLOSURE**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
HAYS COUNTY, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL ASSESSMENT: \$ [REDACTED]

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of public improvements (the ***“Authorized Improvements”***) undertaken for the benefit of the property within ***“La Cima Public Improvement District”*** (the ***“District”***) created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$ [REDACTED], WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Commissioners Court in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the County Clerk of Hays County.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

NEIGHBORHOOD IMPROVEMENT AREA #2 - LOT TYPE ANNUAL INSTALLMENTS

[Annual Installment Schedule per Lot Type will be inserted]

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to award RFQ 2020-Q05 Conservation Subdivision Research and Development Project to Gap Strategies - Dandy Planning, LLC, and authorize staff and General Counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 25, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

On January 7, 2020 the Commissioners Court approved specifications and authorized Purchasing to solicit for professional services from a qualified consultant/firm interested in providing professional engineering and other design support services related to creating a Master Conservation Subdivision Research and Development Plan. Purchasing received responses from the following firms:

Design Workshop
Gap Strategies - Dandy Planning, LLC
Murfee Engineering Company, Inc.

Upon evaluation of the responses, the highest-ranking respondent is Gap Strategies - Dandy Planning, LLC. The committee's recommendation is to pursue negotiations with Gap Strategies - Dandy Planning, LLC. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

XIII. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
Jeff Barton	Hays County Commissioner	January 2011

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Kara Bishop Buffington (formerly Kara Bishop) worked as a Hays County employee in the

Commissioner, Pct. 2 office from April 2008 - January 2010.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Gap Strategies	
Name of Vendor	Partner, Jeff Barton
Signature of Certifying Official	Title of Certifying Official
Jeff Barton	01-30-2020
Printed Name of Certifying Official	Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Maintenance Contract between Hays County and American Aerobic Management Systems (AAMS) in the amount of \$2,985 for the annual maintenance and inspections of all Hays County septic systems.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 25, 2020	\$2,985

LINE ITEM NUMBER

001-695-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	BECERRA	N/A

SUMMARY

Authorize Building Maintenance to enter into an agreement with AAMS for the annual maintenance and inspections of all Hays County septic systems. Funding for this has been identified in the current Building Maintenance budget.

Attachment: AAMS Proposal

Annual Maintenance and Service Contract

February 7, 2020

Hays County

Septic Systems

Contract dates: 2/15/2020-2/15/2021

Pricing for yearly maintenance on the location(s) below are as follows:

Aerobic Systems – Prices include the inspections & annual BOD/TSS testing

Precinct 4 Offices	Inspected monthly per permitting authority (12 inspections per year... one water test)	\$1,680.00
--------------------	---	------------

Does NOT include sand media manipulation or replacement.

Precinct 3 Offices	Inspected every 4 months per permitting authority (3 inspections per year, one water test)	\$ 325.00
--------------------	---	-----------

Other Systems – Annual Inspections

Precinct 4 Yard	Conventional System	\$ 140.00
Precinct 3 Yard	Low Pressure Dose System	\$ 140.00
Transfer Station – Wimberley	Conventional System	\$ 140.00
Transfer Station – Dripping Spr	Conventional System	\$ 140.00
Yarrington Offices	Conventional System	\$ 140.00
Jacob's Well Natural	Grinder Pump	\$ 140.00
Precinct 5 Offices	Grinder Pump	\$ 140.00

Total Yearly Price	\$2,985.00
---------------------------	-------------------

The above cost is only for the maintenance inspections. Any repairs and pumping will be billed separately at time of service.

Pumping Cost

Precinct 4 Offices	\$900.00	Precinct 4 Yard	\$350.00
Precinct 3 Offices	\$900.00	Precinct 3 Yard	\$425.00
Transfer Station – Dripping Springs	\$350.00	Transfer Station – Wimberley	\$350.00
Yarrington Offices	\$900.00	Grinder Pump Areas	\$350.00

All of the pumping prices are based on systems at operating levels. Flooded systems and emergency pump outs will incur an additional charge of up to \$300.00. The grinder pump areas are only in case the basin is flooded and repairs can not be made without pumping the basin to access the pump.

Repair Cost

Service Call	\$ 60.00	Hourly Labor Rate	\$85.00
Emergency Weekend Calls	\$120.00		

Effluent pumps, Grinder pumps, Aerators, Aerator Rebuilds, and Control Panels are a set price that include labor, materials, service call and markup. The only additional cost to these items would be if there is problem that is run into, then the additional would be charged at the hourly labor rate. The set price can be provided upon request.

Owner understands and agrees that this service contract does not cover the cost of repairs or parts for the system or service calls resulting from misuse or abuse of the system of any kind, including, but not limited to, electrical malfunctions, broken sprinklers, leaking pipes, blocked or clogged pipes, excessive use (outside of the design criteria for the system), disposal of non-biodegradable materials (solvents, grease, oil, paints, feminine hygiene products, cotton materials, plastics, paper towels, etc.). Overloading of the system above its rated capacity or introduction of harmful matter into the system will result in substandard performance and is the responsibility of the Owner. The owner grants AAMS unlimited access to the system for inspection and service. The owner agrees to update AAMS with changes of combination lock and/or automatic gate codes, to include contact information (phone numbers) to access property. The owner may incur additional charges if additional visits are necessary because of restricted access.

Owner understands and agrees that servicing the system pursuant to this contract does not include the repair or replacement of any component found to be defective or functioning incorrectly. These items are the sole responsibility of the Owner. If repairs are performed at the request of Owner, the Owner agrees to pay AAMS in full for such repairs at the time the service is rendered. If payment is not made in full at that time, the Owner "will be invoiced for repair cost to include parts and labor. The Owner agrees to pay the invoice within ten days. The Owner will be accessed a late fee of 2.5% of the outstanding balance due every thirty days until the outstanding balance is paid in full. Owner authorizes AAMS to remove any part installed by AAMS that is not timely paid for by Owner." **Terms subject to Government Code, Ch 2251.**

Owner understands and acknowledges that there are inherent hazards of accidental injury, property damage or death in connection with the use of onsite septic systems. Owner assumes any and all risks associated with the ownership of an onsite septic system. Owner hereby releases and assumes entire responsibility and liability for any claim or actions based on or arising out of injuries to persons or damages to or destruction of property sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this contract by AAMS, its agents and employees. Owner agrees to indemnify, hold harmless, and defend, AAMS, its officers, agents, and employees, from any and all liability, damages, losses, claims, judgments, costs or expenses, including attorney's fees, which in any way arise from the operation of or the presence of the septic system on owner's property. The Owner and AAMS agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by Texas law. If any portion of this agreement is found invalid, the balance of the agreement remains valid

AAMS / Steven T White 22900

Owner / Hays County

Date _____

Date _____

Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

I am the sole owner of the company. My office manager, Vanessa Jones, is married to Aaron Jones. He is the Road & Bridge Supervisor. Vanessa is not a shareholder and has no ownership interest in the company.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

American Aerobic Management Systems, LLC (AAMS)

Name of Vendor

Signature of Certifying Official

Steven T White

Printed Name of Certifying Official

Owner

Title of Certifying Official

2/18/2020

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to execute a Memorandum of Understanding between the Hays County Veteran's Service Office and Samaritan Center Counseling related to counseling services to individual veterans and/or their family members at no cost to the County.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

\$0.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jude Prather

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Samaritan Center Counseling located in Austin, TX provides free counseling services to individual veterans and/or their family members.

Attachment:

Samaritan Center Counseling Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN
DEPARTMENT OF VETERANS AFFAIRS, SAMARITAN CENTER
COUNSELING (HOPE FOR HEROES) AND HAYS COUNTY
VETERANS SERVICE OFFICE, SAN MARCOS, TX

1. **PURPOSE.** This document serves as a Memorandum of Understanding (MOU) between the **Samaritan Center Counseling**, 8956 Research Blvd. Bldg #2 Austin, TX 78758 – a program that provides free counseling to veterans and their families with assistance from Hays County Veterans Service Office, San Marcos TX.

2. **AUTHORITY.** Section 1712A of Title 38, United States Code permits the Secretary of veterans Affairs to, upon request of the Veteran; furnish counseling to the Veteran.

3. **RESPONSIBILITIES.**

- Samaritan Center responsibilities:

a. **Tour of Duty:** In compliance with Hays County Veterans Service Office hours of operation, the Vet Center's representative's tour of duty will be **(whichever day per month)**, from 0800-1630 with a 30-minute lunch break (subject to Samaritan Center, as needed). This tour of duty will ensure that the Hays County staff is on-site and available during this time.

b. **Sessions:** Samaritan Center will provide a counselor to meet with Veterans to conduct individual and dependent counseling. The exact time of the group or individual appointments will be coordinated between the Samaritan Center and the Hays County Veterans Service Office.

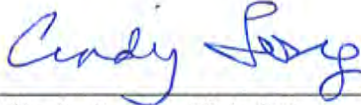
c. **Supervision.** While at the Hays County Veterans Service office, the Samaritan Center representative shall be organizationally and professionally responsible to the Samaritan Center line of authority.

- Hays County Veterans Service Office responsibilities:

a. **Office Space.** Hays County VSO will ensure that space is available for veterans individual to meet with the Samaritan Center representative on the date designated herein. The Samaritan Center representative will have access to copiers, faxes, and telephone equipment.

b. **Administrative Staff Meetings.** The Samaritan Center representative will be apprised of any pertinent information discussed in Hays County VSO staff meetings when the agenda includes information and coordination of activities involving the Samaritan Center.

APPROVED BY:



Cindy Long, Chief Executive Officer
Samaritan Center for Counseling

Date: 2-3-20

Judge Ruben Becerra
Hays County
Date: _____

Jude Prather Hays County
Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to award RFQ 2020-Q03 On-Call CE&I Professional Services to place the following firms into a pool for services on an as-needed basis: BGE, Inc., Pape-Dawson Consulting Engineers, and HDR Engineering, Inc.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 25, 2020	N/A

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

Procurement process reviewed by Assistant County Auditor - vgd.

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY


On November 5, 2019 the Commissioners Court approved specifications and authorized Purchasing to solicit for On-Call construction, engineering, inspection & testing, and other associated professional services related to Hays County Road Improvement Projects. Purchasing received responses from the following firms:

BGE, Inc.
Garver LLC
HDR Engineering, Inc.
Pape-Dawson Consulting Engineers
Raba Kistner, Inc.

Upon evaluation of the responses, the committee recommends that the top three firms be placed in a pool for services on an as-needed basis. Once a project is identified, and a firm has been selected, a contract will be brought back before court to approve and finalize the contract.

Attachment: Conflict of Interest Questionnaire and Related Party Disclosure Form

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; margin-top: 10px;">BGE, Inc.</div>		
2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; margin-top: 10px;">Marisol Villareal-Alonzo (Hays County Auditor)</div> <div style="text-align: center; font-size: small;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="text-align: center; margin-top: 20px;">Employment of officer's husband (Freddie Alonzo) as Senior Construction Inspector</div> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: center; margin-top: 20px;">N/A</div>		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">  Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> 2/13/2020 Date </div> </div>		

XVI. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
Alexander Flores	Former Deputy Director of Transportation	October 2018

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title	Relationship
Marisol Villareal-Alonzo, CPA	Auditor	
Freddie Alonzo	Senior Inspector	Spouse

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.
BGE, Inc.

Name of Vendor
Charles R. Harris
Signature of Certifying Official
Charles R. Harris
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official
12/2/019
Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Agreement to Provide Joint Funding for the Provision of Youth Services, between Hays County, Texas State University, San Marcos CISD, and the City of San Marcos, related to the joint funding of a youth services director for the education of local youth.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 25, 2020	\$20,000

LINE ITEM NUMBER

121-752-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	SHELL

SUMMARY

See attached memo and Agreement.



MEMO

TO: Debbie Ingalsbe
FROM: Drew Wells, Director of Parks and Recreation
DATE: February 4, 2020
RE: Agreement for Joint Funding of Youth Services

SUMMARY

The purpose of this memorandum is to provide further detail related to the Agreement for Joint Funding of Youth Services that the City of San Marcos is requesting the County to approve.

Background

Representatives from the Core 4 entities, the City of San Marcos, Hays County, San Marcos Consolidated Independent School District, and Texas State University, met on August 9, 2019 to discuss the implementation of the Youth Master Plan. Discussions were held regarding the need for a high-level position dedicated to the implementation and organization of the Youth Master Plan and its initiatives.

On September 17, 2019 the City Council provided direction to staff to move forward with a proposed concept to contract with a local non-profit organization for a period of two-years, and execute the funding and hiring of this full-time, executive level position.

On December 16, 2019 the SMCISD Board of Trustees voted to approve the overall initiative, including the financial contribution.

During Texas State University's budget process during the Fall of 2019 they too approved the overall initiative and the financial contribution.

On January 21, 2020 the Hays County Commissioners Court voted to approve the overall initiative, including the financial contribution.

The City of San Marcos will fund 50% of this position and the other three entities equally funding the balance. The anticipated cost to Core 4 partners is a not to exceed amount of \$20,000 per year.

While all entities will work with this position, the City of San Marcos will be the contracting agent with Community Action Inc of Central Texas. Once the contract has been approved by both parties the City will be seeking formal collaboration through a Memorandum of Agreement with our Core 4 partners.

Deliverables within the Youth Services Director Contract

- Partner with Texas State University, San Marcos CISD, and community-based organizations to develop out-of-school time programming focused on building a college-going and career-ready

culture and increasing levels of post-secondary educational attainment among teenagers throughout Hays County

- Work in tandem with the Core 4 and members of the community at large, to develop and implement a sustainable, community-wide mentoring program for teens focused on goal-setting and educational achievement grounded in research and best-practices
- Provide quarterly progress reports on deliverables, budget, research metrics, and program implementation to members of the Core 4 entities
- Work with Texas State University faculty in conducting research on programs that produce positive mental health outcomes in young people, collect relevant social statistics, and develop indicative longitudinal metrics to gauge efficacy of programming
- Work with Core Four partners to establish best practices for working with youth around the intersection of mental health and school safety
- Work with Hays County to pilot a juvenile diversion program that incorporates preventative mental health programming and creates pathways for post-secondary success
- Provide opportunities for Texas State University faculty to conduct local research on issues pertaining to mentoring, poverty, family, at-risk youth, and children
- Work with the Early Childhood Coalition of Hays County to promote kindergarten readiness

END

AGREEMENT TO PROVIDE JOINT FUNDING FOR THE PROVISION OF YOUTH SERVICES

As of _____, 2020 (the “Effective Date”) the City of San Marcos (the “City”) and Texas State University (the “University”), San Marcos Consolidated Independent School District (the “SMCISD”), and Hays County enter into this agreement (the “Agreement”), for the creation and joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of the parties to this Agreement.

I. RECITALS:

1.1. The City, the University, SMCISD, and Hays County (hereinafter, the “Core 4” or the “Parties,” or individually, a “Party”) wish to establish youth programming that will include information on the benefits of a post-secondary education and continuing education beyond a high school diploma.

1.2. The Core 4 wish to work cooperatively to create educational links between each of them in order to continue the Bobcat Promise and to foster better communications.

1.3. Representatives of the “Core 4” and other youth-service agencies will occupy seats on the San Marcos Commission on Children and Youth (the “Commission”), which will provide leadership and oversight for ongoing collaborative youth services planning for San Marcos area youth.

1.4. The Core 4 wish to jointly fund the creation of a youth services director (the “Director”) that will be responsible for administering and delivering programs for youth in the community and other related services agreed to by the Core 4.

1.5. The Core 4 wish to designate the City as the Party responsible for contracting with Community Action, Inc. to provide the personnel to serve as the Director.

1.6. For the reasons stated above, and in consideration of the mutual covenants and promises contained herein, the parties enter into this agreement.

II. AGREEMENT

2.1. City Agreements. The City agrees to:

2.1.1. Subject to each Party’s advance review and written approval, execute a contract with Community Action, Inc. to procure the services of and set the terms of compensation of the Director in an amount not to exceed \$90,000.00 for the wages or salary, and the cost of benefits for the person serving as the Director, plus an amount up to \$20,000.00 for associated administrative and program expenses, for a total contract amount not to exceed \$110,000.00.

2.1.2. Manage the contract with Community Action, Inc. and the day to day

activities of the Director, and provide staff support to the Commission for implementation of the Youth Master Plan.

2.1.3. Contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to \$5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.1.4. Deliver one or more invoices to the each of the Parties for payment of each Party's share (as described in paragraph 2.1.3) of amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.1.5. Meet with the Core 4 at least once annually, outside of the Commission meetings, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.1.6. Designate a representative authorized to act on the City's behalf in relation to the obligations under this Agreement.

2.2. University, SMCISD and Hays County Agreements: The University, SMCISD, Hays County agree to:

2.2.1. Each contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than one-third of the remaining 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to \$5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.2.2. Each make such contributions by paying the City directly 15 days after the receipt of one or more invoices from the City for amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.2.3. Meet with the Core 4 at least once annually, outside of the Commission meetings, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.2.4. Each designate a representative authorized to act on their behalf in relation to their respective obligations under this Agreement.

III. TERM

The term of this Agreement will commence on the Effective Date and will continue for two years unless sooner terminated in accordance with other terms of this Agreement.

IV. MISCELLANEOUS PROVISIONS

4.1. Cooperation. The Parties agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

4.2. Funding. The Parties acknowledge that funding under this Agreement will be made from current revenues legally available to each of the Parties.

4.3. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement without the written consent of the other Parties.

4.4. Invalid Provisions; Severability. Should any provision in this Agreement be found or deemed invalid by a court of competent jurisdiction, this Agreement will be construed as not containing the provision and all other provisions that are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable.

4.5. Applicable Law. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

4.6. Public Information Act. The Parties are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Act.

4.7. Termination. Any Party may terminate this Agreement by giving at least 60 days' advance written notice of termination to the other Parties. In such event, the terminating Party shall remain responsible for payment to the City of its share of funding for any amounts due to Community Action, Inc. under its Youth Services Director contract with the City through the actual date such contract may be and is terminated by the City as a result of the Party's termination under this paragraph. After termination of this Agreement, each Party shall be reimbursed their respective share of any unexpended funds held by the City, if any.

4.8. Binding Effect; Assignment. This Agreement shall take effect immediately upon the Effective Date and shall inure to the benefit of and be binding upon the administrators, successors and assigns of the Parties. The City, the Parties will not assign or transfer any interest in this Agreement.

4.9. Limitation on Liability and Immunity. The Parties each reserve their applicable

constitutional, statutory and common law rights, privileges, statutory limitations on liability, immunities and defenses.

4.9. Amendments. This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City, the University, SMCISD, and Hays County and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. This Agreement may be amended only by separate written instrument approved by the Parties.

4.10. Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered by email, hand-delivery, or by certified mail to the addresses for each Party as follows:

City of San Marcos:	Director of Parks and Recreation City of San Marcos 630 E. Hopkins San Marcos, Texas 78666 dwells@sanmarcostx.gov
---------------------	---

Texas State University:	Vice President for Finance and Support Services Texas State University 601 University Drive, JCK 920 San Marcos, TX 78666 ealgoe@txstate.edu
-------------------------	--

San Marcos Consolidated Independent School District:	Superintendent of Schools San Marcos CISD P.O. Box 1087 San Marcos, Texas 78666 michael.cardona@smcisd.net
---	--

Hays County:	Hays County Judge Hays County 111 E. San Antonio St, Ste. 300 San Marcos, TX 78666 judge.becerra@co.hays.tx.us
--------------	--

A Party may change the address or contact information for notice by providing written notice of such change to the other Parties.

EXECUTED by the Parties to be effective as of the Effective Date first written above.

[SIGNATURES ON THE FOLLOWING PAGES]

CITY OF SAN MARCOS:

By: _____

Name: _____

Title: _____

TEXAS STATE UNIVERSITY:

By: _____

Name: _____

Title: _____

**SAN MARCOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:**

By: _____

Name: _____

Title: _____

HAYS COUNTY:

By: _____

Name: _____

Title: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to appoint members to the Parks and Open Space Advisory Commission (POSAC).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

INGALSBE

SUMMARY

On January 28th the Court appointed some of the citizen members to the Parks and Open Space Advisory Commission (POSAC), formerly called the Parks and Open Space Advisory Board. During that discussion the Court decided to finalize the membership of the Commission on Feb. 25th with a total of two citizen members to be appointed by each Court member.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action related to renegotiation of the Collective Bargaining Agreement between Hays County and Hays County Law Enforcement Association, including but not limited to selection of the bargaining team for Hays County.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

The 2020 round of Collective Bargaining will be the 4th bargaining round in the history of Hays County. The current Collective Bargaining Agreement expires (unless the Parties utilize the Evergreen clause) on September 30, 2020.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action related to utilizing County funds and/or County Grant Contributions for materials or items with a Seal or Logo other than the official Hays County Seal; and to authorize payment to Card Service Center for \$278 for FedEx Office printed materials related to the 2020 Census Outreach program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 25, 2020	\$278

LINE ITEM NUMBER

001-712-16-129.5461

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	Click to Select Sponsor.	N/A

SUMMARY

The County Judge's Office obtained printed materials from FedEx Office utilizing the County Wide Operations credit card for the Census Outreach program. The invoice and proof that was submitted for payment included a personal County Judge Seal instead of the official Hays County Seal. The County Auditor would like court direction related to use of county funds and/or county grants and contributions that have personal seals or logos in lieu of the official Hays County Seal.

Attachment: FedEx Office Invoice
Census Outreach Poster

CARD SERVICE CENTER



Welcome, TAMMY

View Pending Transactions

0283

CNOPS

Account Summary

Transaction History

Statements

Account Info

Payments

Help FAQ

Contact Us

Sign Out

Transactions

Auth Date	Auth Time	Merchant Information	Amount	Status
-----------	-----------	----------------------	--------	--------

02/10/20	15:58:53	FEDEX OFFICE #4401 SAN MARCOS TX	\$ 278.00	Approved
----------	----------	-------------------------------------	-----------	----------

census coord.

Authorizations that appear above may remain on this page for up to 7 days, even if the transaction successfully posts to your account and is displayed on the Transaction History page.

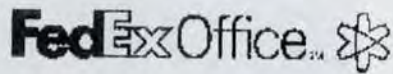
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001-712-16-129.5441



303 N Edward Gary St
San Marcos, TX 78666
Tel: (512) 396-1559

2/10/2020 3:58:55 PM CST
Trans.: 2314 Branch: 4401
Register: 003 Till: AS151718
Team Member: Austin S.
Customer: Anita Collins

DEPOSIT ON ORDER



* 4 4 0 1 0 0 3 2 3 1 4 *
Order Number: 440102G9M
Order Due Date: 02/11/2020

Sub-Total	278.00
Total	278.00
Deposit Paid	278.00
Estimated Tax	0.00

(Tax will be recalculated at the
applicable rate at time of tender.)

Balance Due 0.00

***** PURCHASE *****
APPROVED

Total: \$278.00
Card Type: MASTERCARD
Card Entry: MANUAL
Acct #: *****0283
Approval Code: 01009E
Total Tender 278.00
Change Due 0.00



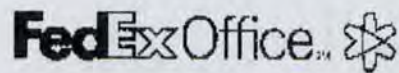
* 4 4 0 1 0 0 3 2 3 1 4 *

All jobs produced for customers will be
retained for 30 days after the order
due date reflected on this receipt.
FedEx Office is not responsible for
retaining any work not picked up by
customer after such 30 day period
and is entitled to collect and
retain any deposits or other payment
for all work performed on customer's
behalf.

Thank you for visiting

FedEx Office
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fedex.com/office

Customer Copy



FedEx Office
13155 Noel Road, Suite 1600
Dallas, Texas 75240
1-800-488-3705

Order Date: 02/10/2020 Branch: 4401
Order Time: 15:03:00 Register: 3
Pickup Date: 02/11/2020
Pickup Time: 09:00
Team Member: Austin S.

CLAIM CHECK



* 4 4 0 1 0 2 G 9 M 1 *

Customer: Anita Collins
Account: Hays County Auditor

Project Name:
Poster_for_Hispanic_Audiences 278.00
100 @ 5.56

Sub-Total (TAX NOT INCLUDED) 278.00
Balance Due 0.00

CLAIM CHECK



* 4 4 0 1 0 2 G 9 M 1 *

This is not a receipt
All prices shown are estimates

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fedex.com/office

Customer Copy



They count on you to help shape their future.

The education of our children is the key to a better future. Responses to the 2020 Census help inform how much federal funding goes to schools, after-school activities, and other education programs like Head Start. Make sure to do your part. Count everyone living or staying in your home on your census form and help shape the future of our children.



For more information, visit:

2020CENSUS.GOV

D-PO-LT-EN-472

**Shape
your future
START HERE >**

United States®
**Census
2020**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to modify the invoice approval process for certain expenditures within the County Wide Department and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-645-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

Click to Select
Sponsor.

CO-SPONSOR

N/A

SUMMARY

On February 4th the Commissioners Court discussed the current structure for invoice approvals for the County Wide Department budget within the New World Financial Software System.

The County Auditor recommends the movement of six budgeted line items to appropriately reflect the function of expenditures in the general ledger and in the Comprehensive Annual Financial Report (CAFR). Additionally, the County Auditor would like court direction related to the approval process for certain line items that have daily oversight by another department or elected official office.

Attachment: County Wide budgeted line items

Fund	Dept	Div	Account	Account Description	Current Department	Current Function	Actual Function	Department that Oversees the Expense Daily
001	645	00	5210	Signs and Barricades	N/A Contribution for signs			
001	645	00	5212	Postage	CO JUDGE	ADMIN	ADMIN	TREASURER (Monitors Postage Meter)
001	645	00	5271	Fuel	N/A Budget Amendment Allocates out to Dept requiring additional fuel			
001	645	00	5280	Chpt 381 Economic Development Incentives	AUDITOR	ADMIN	CONTRA REVENUE ACCOUNT	AUDITOR (Recalculates the Incentives)
001	645	00	5302	Membership Fees and Bonds	CO JUDGE	ADMIN	ADMIN	CO JUDGE/COMMISSIONERS (TAC, NACO, GSMP, Tx Conf Urban Counties, CAMPO, CAPCOG)
001	645	00	5340	Insurance	CO JUDGE	ADMIN	ADMIN	HR (TAC Property Auto General Law Enf Public Officials Coverage, Dahlstrom Liability Insurance, Workers Comp Ins) TREASURER (Retiree Insurance via wire)
001	645	00	5341	Unemployment Claims	CO JUDGE	ADMIN	ADMIN	HR/TREASURER (Texas Workforce Comm)
001	645	00	5342	Self Insurance	CO JUDGE/Amendment Allocates out to Dept requiring additional funds	ADMIN	ADMIN	HR/GENERAL COUNSEL (Claims through TAC)
001	645	00	5353	Community Program Expenses	CO JUDGE	ADMIN	COM	CO JUDGE/COMMISSIONERS (COSM Animal Shelter capital funding)
001	645	00	5385	Arbitrage and Other Costs	CO JUDGE	ADMIN	ADMIN	AUDITOR/TREASURER Review for Accuracy
001	645	00	5399	Contingencies	N/A Court Budget Amendment Required - Allocate out to Dept requiring additional funds			
001	645	00	5401	Adult Probation District	CO JUDGE	ADMIN	ADMIN	AUDITOR reviews CSCD facilities and Bond Officers
001	645	00	5402	Central Appraisal District	CO JUDGE	ADMIN	ADMIN	AUDITOR reviews Appraisal District Budget Allocation
001	645	00	5411	Equipment Maintenance and Repair	CO JUDGE	ADMIN	ADMIN	TREASURER (Pitney Bowes Postage Machine)
001	645	00	5432	Autopsy and Inquest	CO JUDGE	ADMIN	HHS	JPs (Autopsies and Inquests are ordered by JP)
001	645	00	5441	Legal Services	CO JUDGE	ADMIN	ADMIN	GENERAL COUNSEL (Apprvd by Comm Ct to move to 001-614)
001	645	00	5442	Independent Audit	CO JUDGE	ADMIN	ADMIN	CO JUDGE/COMMISSIONERS (Auditor main point of contact with outside firm)
001	645	00	5448	Contract Services	CO JUDGE	ADMIN	COM	PARKS (Texas Wildlife Damage Mgmt Fund for Trapping Fee)
001	645	00	5462	Public Notice	CO JUDGE	ADMIN	ADMIN	Several GEN COUNSEL/AUDITOR/ROAD
001	645	00	5463	Legislation Administrative Expense	CO JUDGE	ADMIN	ADMIN	GEN COUNSEL (Davis Kaufman)
001	645	00	5471	Equipment Service Fee	CO JUDGE	ADMIN	SEVERAL	Allocate LCRA Radio Service Budget to Departments
001	645	00	5473	Equipment Lease	CO JUDGE	ADMIN	ADMIN	TREASURER (Pitney Bowes Postage Machine Rental)
001	645	00	5489	Telephone and Data Lines	CO JUDGE	ADMIN	MAINT	Move to BLDG MAINT (Alarm Lines in Courthouse)
001	645	00	5491	Cemetery Maintenance	CO JUDGE	ADMIN	MAINT	Move To BLDG MAINT (Road Dept currently signs off on invoice)
001	645	00	5741	Misc Capital Improvements	CO JUDGE	ADMIN	Allocate/move for flood mitigation projects	
001	645	00	5901_070	Permanent Transfer Juvenile Detention Center Fund	N/A Wire Transfers to Departments as Needed			
001	645	00	5901_120	Permanent Transfer Family Health Services Fund	N/A Wire Transfers to Departments as Needed			

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code consultation with counsel and deliberation regarding all individual positions in the Hays County Sheriff's Office. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-618-03

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of each individual position within the Office of General Counsel. Possible action may follow in open Court

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

KENNEDY

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

To be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 25, 2020	n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, lease, exchange, or value of real property located on or near the San Marcos River in Precinct 1. Possible action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

JOHNSON

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive session pursuant to 551.071 and 551.072 or the Texas Government Code: consultation with counsel and deliberation regarding the purchase and/or value of real property qualifiable under the Hays County Regional Habitat Conservation Plan.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

February 25, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY