LIBERTY HILL

FREEDOM TO GROW

CITY COUNCIL REGULAR MEETING AGENDA
Monday - August 24, 2020 - 6:30 PM
2801 Ranch Road 1869 - Liberty Hill, Texas

Rick Hall - Mayor	Liz Rundzieher - Mayor Pro Tem
Steve McIntosh - Councilmember	Gram Lankford - Councilmember
Kathy Canady - Councilmember	Tony DeYoung - Councilmember

Notice is hereby given that the REGULAR MEETING of the City Council of Liberty Hill will be held Monday - August 24, 2020 - 6:30 PM in Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas to consider items as follows. All items are subject to action.

1. MAXIMUM CAPACITY IN COUNCIL CHAMBERS

a. No more than 38 people will be allowed in Council Chambers and appropriate social distancing will be in place.

The Governor's Order requires face masks when social distancing cannot be maintained.

2. AUDIO ACCESS

a. For audio access to meeting:
- Dial 1-646-749-3112.
- Follow prompts.
- Access code is 341-316-725.
- **Please mute your phone.**

3. CALL TO ORDER

a. Establish Quorum

b. Invocation

c. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with Liberty and Justice for all."

d. Texas Pledge

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

4. MAYORAL PROCLAMATION

a. **Proclamation declaring September as National Preparedness Month.** Presented by Rick D. Hall, Mayor

5. PUBLIC COMMENTS

Liberty Hill City Council accepts public comments regarding the Agenda of Regular Council meetings and Public Hearings. Individuals wishing to speak may sign in by completing a Public Comment Form and presenting the form to the City Secretary prior to the start of the meeting. Each citizen is limited to a maximum of three (3) minutes.

a. Public comments may also be submitted via email to the City Secretary at nsawyer@libertyhilltx.gov before 4 PM on Monday, August 24, 2020 in order for the comments to be read at the 6:30 PM meeting.

6. CONVENE - EXECUTIVE SESSION

City Council will convene to Executive Session for Consultation with Legal Counsel pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Development).

a. Section 551.074 Personnel Matters.
Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Director of Public Works, Water Superintendent, Wastewater Superintendent and the Streets and Maintenance Superintendent.

7. RECONVENE TO REGULAR SESSION

City Council will reconvene to Regular Session following Consultation with Legal Counsel pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Development).

a. Section 551.074 Personnel Matters.
Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Director of Public Works, Water Superintendent, Wastewater Superintendent and the Streets and Maintenance Superintendent.

8. DEPARTMENTAL REPORTS TO CITY COUNCIL

a. Finance Department
Becky Wilkins - Finance Director will provide an overview of the City of Liberty Hill monthly financials for the period ending July 30, 2020.

b. Public Works Department
Wayne Bonnet - Director of Public Works will present an update of departmental activity.

c. Police Department
Royce Graeter - Chief of Police will provide statistics and activities for the month of July 2020.

d. Municipal Court
Tracy Ventura - Court Administrator will present statistics which will include court cases, code enforcement cases, number of trials, and other court data.

e. Planning Department
David Stallworth - Senior Director of Planning will present activities and projects for the month of July 2020.

f. Building Official
Elias Carrasco will provide a report to Council of July activities.

g. Engineering Services
Curtis Steger - Steger & Bizzell will update Council on services provided to the City for the month of July 2020.

h. Events
_Katie Amsler - Event Coordinator will update Council on events and activities for the month of July 2020.

i. City Secretary
Nancy Sawyer - City Secretary will provide update to Council.

9. CONSENT AGENDA

Consent Agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion of those items unless requested by Council, in which event the item(s) will be removed from the Consent Agenda and considered under Regular Agenda items:

a. **Discussion and possible action to approve minutes of City Council Budget Workshop held August 10, 2020.**

b. **Discussion and possible action to approve minutes of City Council meeting held August 13, 2020.**

10. REGULAR AGENDA

a. **Discuss and take action on wholesale water and wastewater impact fee.** Presented by Dan Jackson, Vice President, Willdan Financial Services.

b. **Discuss and consider action on a proposed Resolution Approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Liberty Hill, Texas Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District).** Presented by Julie Houston

c. **Discussion and possible action related to Change Order #7 for the South Fork Wastewater Treatment Plant 1.2 MGD Expansion project with Cunningham Constructors & Associates, Inc.** Presented by Steger & Bizzell

d. **Discussion and possible action on Task Order SB 020-61 for design and construction services associated with the widening and rehabilitation of Bailey Lane.** Presented by Steger & Bizzell

e. **Discussion, consideration and final action on the Omega Ranch Preliminary Plat, located north of State Road 29 and east of Kaufmann Loop inside both the city's ETJ and Williamson County Municipal Utility District No. 23, and identified as 147.39 acres out of the Greenlief Fisk Survey, ABS 5, Williamson County, TX (A portion of WCAD ID No. R021698).** Presented by David Stallworth - Senior Director of Planning

f. **Presentation on Swimming Pool from Parks Board.** Presented by Mike Wilson, Vice Chair - Parks and Recreation Board

g. **Discuss and consider action on swimming pool for City Park on CR**

200. Presented by Mayor Rick D. Hall

h. **Discuss and consider approval of proposed Ad Valorem Tax Rate of $0.454559 for the City of Liberty Hill, Texas and announcing public hearing on September 14, 2020 at 6:00 PM in Council Chambers for proposed tax rate.** Presented by Becky Wilkins, Director of Finance

i. **Discuss and consider action to announce a public hearing on the City of Liberty Hill FY 2020-2021 Budget to be held September 14, 2020 at 6:00 pm in Council Chambers and direct staff to notify the public as required by law.** Presented by Becky Wilkins, Finance Director

j. **Discuss and consider recommendation from the Economic Development Corporation to approve prospector software, data entry, and ongoing maintenance.** Presented by Matt Powell - Interim Executive Director - EDC

k. **Discuss and consider request from the Events Department regarding purchase of poster image rights of the Willie Nelson - Liberty Hill poster from the poster's artist Jim Franklin in an amount not to exceed $5,000 and approval to move forward with reproducing the poster image on a Liberty Hill water tower.** Presented by Katie Amsler, Events Coordinator

l. **Discussion and consideration to authorize the Mayor, or his designee, to execute a professional services agreement with HNTB Corporation to provide design oversight, environmental clearance, TX-DOT coordination, construction oversight and other professional services for the implementation of a traffic signal and intersection improvements along SH-29 at the proposed Butler Farms Development entrance for an amount not to exceed $111,628.00.** Presented by David Stallworth - Senior Director of Planning

m. **Discussion and possible action on proposed draft of Youth League facility use agreements for City Park.** Presented by Lacie Hale, Chief Operating Officer

n. **Discussion and possible action related to proposed amendments to *Section 1.00 General Provisions* of the Uniform Development Code of the City of Liberty Hill.** Presented by Lacie Hale, Chief Operating Officer

o. **Discussion and possible action related to licensing portions of the public sidewalk right of way for temporary use for food service or other commercial activity.** Presented by Tad Cleaves, City Attorney

p. **Discuss and consider an agreement between the City of Liberty Hill and AdComp Systems Inc. for products and services related to payment kiosks at Municipal court.** Presented by Becky Wilkins - Chief Finance Officer

q. **Discuss and consider a Resolution of the City of Liberty Hill, Texas, accepting a twenty thousand dollar donation from MREC Mag Morningstar, LLC.** Presented by Mayor Rick D. Hall

r. **Discuss and consider action to vote on one of three candidates to be the Region 10 representative to the Texas Municipal League Health Benefits Pool Board of Trustees.** Presented by Mayor Rick D. Hall

- Ashley Wayman, City Secretary, City of Rollingwood
- Jeff Looney, City Manager, City of Granite Shoals
- Tad Cleaves, City Attorney, City of Liberty Hill

s. **Discuss and consider action directing the City Attorney to draft an ordinance**

amending Chapter 1, Article 1.03, Division 2 of the Liberty Hill Code of Ordinances modifying agenda procedures to allow Council Members to place up to two items on City Council agendas without a co-sponsor. Presented by Kathy Canady and Liz Rundzieher, Council members

t. **Discuss and consider action directing the City Attorney to draft an ordinance amending Chapter 1, Article 1.03, Division 2, Sec. 1.03.034 of the Liberty Hill Code of Ordinances to allow a Council Member to receive documents or information from the City Secretary's office without the requirement that the City Secretary distribute the same to the Mayor and all other Council Members.** Presented by Kathy Canady and Liz Rundzieher

u. **Discuss and consider handbook for committees and boards**. Sponsored by Kathy Canady and Tony DeYoung, Council members.

v. **Discuss and consider action to authorize purchase of two radar speed signs and additional speed limit signs with red borders.** Presented by Kathy Canady and Gram Lankford, Council members

w. **Discussion and possible action to remove Matt Powell as facilitator of the City of Liberty Hill Charter Committee.** Presented by Kathy Canady and Tony DeYoung, Council members

11. MEDIA QUESTION AND ANSWER

a. **Council may address questions from official members of the media regarding <u>posted agenda items</u>. This item will last no more than ten (10) minutes.**

12. FUTURE MEETING ITEMS

a. The next meeting of the City Council of Liberty Hill is set for Monday, September 14, 2020.

13. ADJOURNMENT

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any item listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts & Donations), 551.074 (Personnel Matters), 55.1076 (Deliberations about Security Devices), and 551.087 (Development).

In compliance with the Americans with Disabilities Act, the City of Liberty Hill will provide reasonable accommodation for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meeting. You may contact the City Secretary at 512-778-5449 - Extension 112.

POSTING CERTIFICATION: I, Nancy Sawyer - City Secretary for the City of Liberty Hill, certify that the attached notice of meeting for the City Council - City of Liberty Hill was duly posted on the bulletin board at Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas and on the City website (www.libertyhilltx.com) on Nancy Sawyer - City Secretary Nancy Sawyer
Date Posted: _08.21.2020___ Time Posted: 5:25 PM By: Nancy Sawyer

REMOVAL CERTIFICATION: I, Nancy Sawyer - City Secretary for the City of Liberty Hill, certify that the attached notice of meeting was removed from the bulletin board at Municipal Court / Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas on the _____ day of _____, 20__ at _____.
By: _____

AGENDA ITEM #4.a.

ATTACHMENTS:

Description	Upload Date
Proclamation	8/19/2020

PROCLAMATION

WHEREAS, *September is National Preparedness Month, which serves as a reminder that we all must take action to prepare, now and throughout the year, for the types of emergencies that could affect us where we live, work, and also where we visit.*

WHEREAS, *"National Preparedness Month" creates an opportunity for the residents and businesses in the City of Liberty Hill to prepare their homes, establishments, and communities for any type of emergency including natural disasters and potential terror attacks; and*

WHEREAS, *this year it is even more imperative for the City of Liberty Hill to recognize the need for preparedness. In the midst of this pandemic, keeping our residents informed about public health issues is paramount; and*

WHEREAS, *the City of Liberty Hill, along with other regional, state, and national partners, support the WarnCentralTexas.org campaign to increase public readiness in preparing for emergencies and educating citizens on how to take action; and*

WHEREAS, *preparedness is an ongoing effort of all citizens in the CAPCOG region, including youth, older adults, and people with access and functional needs; and*

WHEREAS, *investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation throughout our nation; and*

WHEREAS, *emergency preparedness is the responsibility of every citizen in the city and all citizens are encouraged to make preparedness a priority; and*

WHEREAS, *the City of Liberty Hill, along with other regional, state and national partners, support the WarnCentralTexas.org campaign to increase public readiness and preparing for emergencies and educating citizens to take action;*

NOW, THEREFORE, I, Rick Hall, Mayor of the City of Liberty Hill, along with the Liberty Hill City Council, staff, and community, do hereby recognize and declare September 2020 as National Preparedness Month, encouraging all citizens and businesses to develop their own emergency preparedness plan and to register with www.WarnCentralTexas.org to receive emergency alerts, and to work as a team towards that end.

PROCLAIMED AND SIGNED this the 18th day of August 2020.

_____

Rick Hall, Mayor

AGENDA ITEM #8.a.

ATTACHMENTS:

Description	Upload Date
July Budget	8/21/2020

CITY OF LIBERTY HILL
MONTHLY REPORT
JULY 2020

Fund-Acct #		Account Name	Cash	Investments	Interest Rate
GENERAL					
10-1001	GEN	Claim on Pooled Cash	$ 2,648,910		1.06 %
20-1001	STREETS	Claim on Pooled Cash	$ 81,878		1.06 %
			$ 2,730,789		
CAPITAL IMPR PROJECTS					
25-1001	CIP	Claim on Pooled Cash	$ (2,755,913)		1.06 %
25-1005	CIP	2018 CO Funds (Texpool)		$ 3,100,842	0.21 %
			$ (2,755,913)	$ 3,100,842	
		NET CIP AVAILABLE:		**$ 344,929**	
DEBT SERVICE					
30-1001		Claim on Pooled Cash	$ 324,914		1.06 %
30-1025		Sewer Debt (Texpool)		$ 172,765	0.21 %
30-1026		2018 GO Bond (Texpool)		$ 29	0.21 %
			$ 324,914	$ 172,794	
COURT FEES (RESTRICTED)					
35-1001		Claim on Pooled Cash	$ 16,869		1.06 %
			$ 16,869		
LIBERTY HILL EDC					
40-1001		Claim on Pooled Cash	$ 46,549		
			$ 46,549		
WASTEWATER					
50-1001		Claim on Pooled Cash	$ 6,926,990		1.06 %
50-1023		WWTP Reserves (Texpool)		$ 849,628	0.21 %
50-1024		WWTP I&S 2015 (Texpool)		$ 123,909	0.21 %
50-1025		WWTP REV BOND (Texpool)		$ 4,026,390	0.21 %
50-1051		Classic WWTP Par Bond Debt Reserve		$ 346,308	0.21 %
			$ 6,926,990	$ 5,346,236	
SEWER					
51-1001		Claim on Pooled Cash	$ 3,854,548		1.06 %
51-1027		Sewer B-LCRA Cap (Texpool)		$ 258	0.21 %
51-1028		Sewer Utility (Texpool)		$ 429	0.21 %
			$ 3,854,548	$ 688	

CITY OF LIBERTY HILL
MONTHLY REPORT
JULY 2020

WATER						
52-1001	Claim on Pooled Cash	$	2,176,882			1.06 %
52-1029	Water Bond I & S (Texpool)			$	58,258	0.21 %
52-1030	Water Bonds Reserve (Texpool)			$	168,770	0.21 %
52-1073	Water Reserves (Classic)			$	193,175	0.21 %
52-1075	Water Sys Bonds 2014 I & S(Texpool)			$	76,363	0.21 %
52-1076	Water Sys Bonds 2014 (Texpool)			$	217,150	0.21 %
		$	2,176,882	$	713,716	
SUMMERLYN WEST PID						
60-1001	Claim on Pooled Cash	$	20,882			1.06 %
60-1006	Cash (Texpool)			$	497,862	0.21
		$	20,882	$	497,862	
LIBERTY PARKE PID						
61-1001	Claim on Pooled Cash	$	33,485			1.06 %
		$	33,485			
BUTLER PID						
63-1001	Claim on Pooled Cash	$	27,843			1.06 %
		$	27,843	$	-	
	TOTALS		13,403,838		9,832,136	

Becky Wilkins 8-19-2020

Finance Director Date

AGENDA ITEM #8.b.

ATTACHMENTS:

Description	Upload Date
July	8/21/2020

2020

City of Liberty Hill

Month of July

Public Works Department

Wayne
City of Liberty Hill

8/18/2020

Water

Water leak at Texas Pawn
Pass out Boil water and resend notices
Quarterly samples
New meter installs
Review Butler Farm plans
Start operation of new PRV on 279
Repair pressure transducer at well #5
Water taps on 1869 (for 12" line)
Start installation of line on 1869
Refill LAS at well sites
Leak at 106 Hillcrest
Go over water budget
Leak at Carl Shipp and Russell

Streets and Maintenance

Patch Carl Shipp and Barrington
Install Lacie's dry erase board
Touchup paint in Lacie's office
Installation of Canady signs
Stubblefeild building door repair
Trim trees near Forest building
Change lights at City Hall
Hang TV for PD

Waste Water/Sewer

Grinder pump issues at Hell or High-water, Subway, 101 Carson, Hope House, Schlotzskys
Clean out SBR pumps
Backflush #1 MBR
Lift station 5B pump problem
Clean up from Grinder install on Carl Shipp
Repair Blow off gate valve on Loop 332
CIP on both MBR units
Check all lift stations
Take Lacie on tour of all (most) lift stations
Sewer back up at 136 Mountain Sage
Lift station # 19 call out
Verify service line for sewer on Aynsworth
Grinder start up at Texas Pawn
Waste water parts stock order
Pre-con at Santa Rita 9C & 15
Cleaned filter basin and EQ Basin
Pulled old UV module mounting brackets
Bio Daf on site and operational

Parks

Mow city facilities
Clean bathrooms at Wetzel
Remove trash at City Park

AGENDA ITEM #8.c.

ATTACHMENTS:

Description	Upload Date
PD report	8/19/2020

LIBERTY HILL POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

July 2020

CRIMINAL ACTIVITY

Part I Crimes	Current	YTD
Criminal Homicide/Attempts	0	0
Forcible Rape	0	0
Robbery	0	1
Assault	2	8
Burglary	3	9
Larceny Theft	2	22
Motor Vehicle Theft	0	3
Arson	0	0
Total Part I Crimes	**7**	**43**

Part II Crimes	Current	YTD
Sex Offenses (Not Rape)	0	0
Forgery/Counterfeiting	3	12
Criminal Mischief	0	4
Weapons Offenses	1	2
Narcotics Offenses	0	2
DWI/DUI	1	8
Disorderly Conduct	0	0
Public Intoxication	1	1
All Other Offenses	5	29
Total Part II Crimes	**11**	**58**

MISCELLANEOUS ACTIVITY

	Current	YTD
Outside Agency Assist	42	380
Citizens Assist	27	162
Alarm Calls	19	123
Traffic Hazard/Complaint	41	292
Security Checks	793	4,816
-Larkspur Sub.	144	860
Missing Persons	1	3
Suicides & Attempts	1	12
Mental Health Calls	1	3
Disturbances (All Call Types)	18	108
Unattended Deaths	0	0
Suspicious Activity (Veh/Per)	87	454
Other Activity (not included above)	128	819
Total Miscellaneous Activity	**1,302**	**8,032**
	Current	**YTD**
Cases	45	189

APPROVED:

Royce Graeter

Royce Graeter, Chief of Police

TRAFFIC ENFORCEMENT ACTIVITY

	Current	YTD
Total Traffic Stops	554	1,801
Vehicle Impounds	9	30
Citation Violations	183	639
Warning Violations	371	1,453
Total Violations	**554**	**2,092**

ACCIDENTS INVESTIGATED

	Current	YTD
Injury Accidents	2	8
Non-Injury Accidents	8	64
Fatality Accidents	0	0
Total Collisions	**10**	**72**

ARREST ACTIVITY - ADULT

	Current	YTD
Felony Arrest	2	7
Misdemeanor Arrest	3	13
Arrest/Release Citatior	0	3
Total Arrest Activity	**5**	**23**

JUVENILE ACTIVITY

	Current	YTD
Runaways	0	5
Juveniles Taken Into Cı	0	2
Curfew Violations	0	0
Minor in Possession Tc	0	0
Curfew Citations Issue	0	0
Total Juvenile Activity	**0**	**7**

WARRANT ACTIVITY

	Current	YTD
Felony Warrants	3	9
Misdemeanor Warrant	1	4
Total Warrants Serve	**4**	**13**

CITY ORDINANCE ACTIVITY

	Current	YTD
Animal Calls	22	89
Illegal Dumping	0	0
Ordinance Warnings Is	8	20
Ordinance Citations Iss	0	3
Total City Ordinance A	**8**	**23**

OFFICE ACTIVITY

Total Phone Activity	143	1,039
Total Lobby Contacts	98	725
Total Elect Contacts	296	2,613
Total Office Activity	**537**	4377

AGENDA ITEM #8.d.

ATTACHMENTS:

Description	Upload Date
Monthly activity	8/19/2020
Text Message	8/19/2020

CITY OF LIBERTY HILL MUNICIPAL COURT

Jul-20	Oct	Nov	Dec	Jan	Feb	March	April	MAY	JUNE	JULY	AUG	SEPT	FY 19-20	FY 18-19
Cases Filed:														
State Law	2	0	3	3	2	0	1	7	1	9			28	33
Ordinance	1	0	1	1	0	1	1	0	0	0			5	10
Traffic	32	48	93	80	123	118	17	100	117	160			888	1409
Parking	0	0											0	1
Total New Cases Filed	35	48	97	84	125	119	19	107	118	169	0	0	921	1453
Cases Closed	82	82	93	88	97	127	54	37	108	88			856	1678
Percentage of Adjudicated Cases	234.3%	170.8%	95.9%	104.8%	77.6%	106.7%	284.2%	34.6%	91.5%	52.1%			92.9%	115.5%
Percentage that went to Warrant	11%	104%	21%	32%	25%	24%	0%	0%	23%	16%			23%	25%
Defendants:														
Walk-Ins														
Monthly Total	73	97	104	84	107	96	0	17	45	41			664	2040
Daily Average	4	6	5	4	6	4	0	1	2	2				
Phone Calls														
Monthly Total	108	110	172	153	129	124	66	98	176	185			1321	2002
Daily Average	6	6	7	7	7	6	3	5	8	8				
Appeared Before the Judge														
Trials:														
Pre-trial	0	12	12	21	25	40	0	37	37	12			196	325
Bench (Judge)	0	0	0	2	0	0	0	0	0	0			2	5
Jury	0	0	0	0	1	0	0	0	0	0			1	1
SB 1913 2ND COURT DATES	0	10	10	11	16	22	0	9	24	0			102	256
Warrants:														
Issued	4	50	20	27	31	28	0	0	27	27			214	366
Cleared	30	26	31	51	32	34	11	12	23	17			267	403
Cleared Percentage	750%	52%	155%	189%	103%	121%			85%	63%			125%	110%
Amount Collected (includes non-cash credit)	$8,316.43	$6,715.61	$8,927.23	$20,229.71	$13,022.16	$16,008.98	$3,042.33	$3,451.50	$6,708.18	$6,308.40			$92,730.53	$123,786.37
Number of Outstanding Warrants	597	628	636	624	633	626	626	623	647	660				
Revenue:														
City Revenue	$13,359.94	$11,533.68	$12,183.53	$18,163.21	$21,576.89	$24,231.70	$6,602.09	$9,054.95	$19,556.21	$16,244.04			$152,506.24	$221,425.37
State Revenue	$4,094.99	$3,798.82	$4,417.47	$4,924.09	$3,877.41	$7,796.43	$1,795.01	$2,437.05	$7,766.14	$8,407.16			$49,314.57	$98,696.10
Total Revenue	$17,454.93	$15,332.50	$16,601.00	$23,087.30	$25,454.30	$32,028.13	$8,397.10	$11,492.00	$27,322.35	$24,651.20	$0.00	$0.00	$201,820.81	$320,121.47

Prepared August 7, 2020 by Tracy Ventura

History - July 1st to July 31st, 2020

Summary of dollars spent on text messages to defendants for the month of July 2020

(Missed court dates, Missed payments & Warrant Notifications)

Notify Type	Violations Notified	Violations Billed	Total Due
Voice	15	15	$3.00
Text	212	212	$42.40
Total	**227**	**227**	**$45.40**

During the month of July, the court collected $11,728.00 as a result of Tyler Text/Voice notification system

MUNICIPAL COURT OF RECORD NO. 1
THE CITY OF LIBERTY HILL, TEXAS

AGENDA ITEM #8.e.

ATTACHMENTS:

Description	Upload Date
July Planning Report	8/21/2020

DEVELOPMENT SERVICES DEPARTMENT:
PLANNING AND ZONING
100 Forrest Street | P.O. Box 1920
Liberty Hill, TX 78642

TO: Mayor and Council, City of Liberty Hill

FROM: David Stallworth, AICP

THRU: Lacie Hale, Chief Operating Officer

DATE: August 20, 2020

RE: Planning & Zoning Activity for July, 2020

The following activity report is hereby submitted for your review:

DEVELOPMENT PERMITS GENERATED

124 – Specific to any activity related to active development agreements for Santa Rita Ranch, Rancho Sienna, Morningstar, Phases 1, 2 and 3 (collection of connection, development and inspection fees).

MISCELLANEOUS DEPARTMENT ACTIVITIES

Pre-Development Meetings	3	Construction Plans, New	2
Pre-Construction Meetings	4	Construction Plans, In Process	17
Site Plans, New	0	Construction Plans, Approved	6
Site Plans, In Process	9	Current Planning – CUP	1
Site Plans, Approved	1	Current Planning – Variance	0
Plats (Prelim/Final/Replat), New	0	Current Planning – Zone Change	0
Plats (Prelim/Final/Replat), In Process	10	Current Planning – Zone Verifications	4
Plats (Prelim/Final/Replat), Approved	1	Utility Evaluations	2

NOTABLE ITEMS

- Planning and Development Services was rebranded as the Development Services Department.

- Permits and Inspections are now a department headed by new City Building Official, Elias Carrasco.

- Jay Holmes is now the City's new Project Manager for local wastewater projects. He will continue to handle horizontal inspections for subdivision construction and site development.

- On July 27, both the City Council and the Planning and Zoning Commission conducted a joint workshop to kick-off the Unified Development Code revision process.

- Development Services is continuing its efforts to make the website more interactive and user-friendly. Efforts include:

    1. Developing a static zoning atlas to find out a property's zoning. This is a stop-gap measure until the City can develop an interactive GIS mapping system.

    2. Providing readily available details on permitted uses and development standards for each zoning classification to benefit both the general public and the development community.

AGENDA ITEM #8.f.

ATTACHMENTS:

Description	Upload Date
Building Permits	8/21/2020

DEVELOPMENT SERVICES DEPARTMENT
PERMITS AND INSPECTIONS
100 Forrest Street | P.O. Box 1920
Liberty Hill, TX 78642

TO: Mayor and Council, City of Liberty Hill

FROM: Elias Carrasco, City Building Official

THRU: Lacie Hale, Chief Operating Officer

DATE: [Enter Date Here]

RE: Permits and Inspections Department Activity for July 2020

The following activity report is hereby submitted for your review:

PERMITS GENERATED

June 2020:		**July 2020:**	
Residential	63	Residential	132
Commercial	1	Commercial	4
Irrigation	39	Irrigation	75
Miscellaneous	57	Miscellaneous	12
TOTAL PERMITS	**160**	**TOTAL PERMITS**	**223**

INSPECTIONS CONDUCTED (Note: counts in parentheses represent third party inspections)

BUILDING – June 1-30, 2020:		**Building – July 1-31, 2020:**	
Building Final	127	Building Final	116
Accessory Bldg. Final	1	Accessory Bldg. Final	0
Energy Final	87	Energy Final	101
Fire Final	3	Fire Final	0
Layout (Pool)	1	Layout (Pool)	0
Foundation (Prepour)	94	Foundation (Prepour)	140
Framing	187	Framing	144
Insulation	109	Insulation	136
Wallboard	103	Wallboard	164
Setback Inspection	1	Setback Inspection	4
Swimming Pool Final	1	Swimming Pool Final	0
		Sign Final	4
		Demo Final	1
		C.O. Inspection	1
		Patio/Deck Insp.	1
Total Inspections	**714**	**Total Inspections**	**812**

Electrical – June 1-30, 2020

Electrical Final	103
Permanent Power	108
Rough Electrical	134
Temporary Power	104
UFFER	1
Electrical, Above Ceiling	3
Electrical UG Conduit	1
Pool Bonding	2
Solar Panel Inspection	1
Light Pole	2
Total Inspections	**459**

Electrical – July 1-31, 2020

Electrical Final	108
Permanent Power	184
Rough Electrical	105
Temporary Power	110
UFFER	0
Electrical, Above Ceiling	3
Electrical UG Conduit	4
Pool Bonding	1
Solar Panel Inspection	4
Light Pole	1
Total Inspections	**520**

Mechanical – June 1-30, 2020

Mechanical Final	96
Mechanical Rough	149
Above Ceiling	2
Total Inspections	**247**

Mechanical – July 1-31, 2020

Mechanical Final	104
Mechanical Rough	108
Above Ceiling	4
Total Inspections	**216**

Plumbing – June 1-30, 2020

Above Ceiling	1
Plumbing Rough Gas	1
Gas Final (New Meter)	77
Grinder Pump: Lift Sta.	2
Irrigation/Backflow	52
Layout/Plumb. Rough	92
Plumbing Final	121
Plumbing Rough	16
Plumbing Top-out	167
Sewer/Water Lines	94
Total Inspections	**623**

Plumbing – July 1-31, 2020

Above Ceiling	4
Plumbing Rough Gas	0
Gas Final (New Meter)	101
Grinder Pump: Lift Sta.	2
Irrigation/Backflow	64
Layout/Plumb. Rough	127
Plumbing Final	109
Plumbing Rough	15
Plumbing Top-out	127
Sewer/Water Lines	111
Total Inspections	**660**

Total number of Inspections performed: June – 2043, July – 2208
Total number of Inspections performed: Jan – July – 12589
Total no. Residential C.O. issued: June – 83, July – 82
Total no. Residential C.O. issued: Jan – July – 518
Total no. Commercial C.O. issued: June – 3, July – 2
Total no. Commercial C.O. issued: Jan – July 11

AGENDA ITEM #8.g.

ATTACHMENTS:

Description	Upload Date
Engineering Report	8/19/2020

Project	Project Scope	Current Status	Near Future Plans	Planned Phase Completion
CDBG-Phase 2 Sidewalks	Sidewalks along Grange, Barton, Monroe, Hickman, and Church	- Sidewalk construction is complete - Revegetation is in process - Change Order for the police station/planning parking modifications is schedule to begin next week.	Parking improvements are expected to be completed within the next four weeks. Revegetation is expected to be established within the next 4 months.	Parking improvements are expected to be completed within the next four weeks. Revegetation is expected to be established within the next 4 months.
2019 Street Rehab and Downtown parking	Reconstruction of Van Alley, Barton, Monroe, Aynsworth, and Downtown parking with associated water and drainage improvements.	- Van Alley, Barton, Monroe, and Aynsworth are complete - Downtown parking is approximately 40% complete	- Complete downtown parking by the end of September - Project close-out complete by end of October	The contractual completion of the project is February 2021.
Southfork expansion	Expansion of WWTP from 1.2 MGD to 2.0 MGD	- Plant expansion is under construction with MBR basin walls being 100% complete - Working on final minor design modifications for chemical feed systems and backflush tank - Awaiting contractor Change Order based on revised construction plans.	- Change order for MBR equipment conversion expected to be presented at August 24th council meeting	Construction is scheduled to be complete in February/March, 2021
Southfork permit renewal	Permit amendment for intermediate expansion discharge volume from 1.2 MGD to 2.0 MGD.	Virtual public meeting was held on August 17th	TCEQ will issue a formal response to comments made at the public meeting, and decide whether or not a contested case hearing is granted.	The permit is expected to be issued within the next 3-6 months. If there is a contested case hearing, it could take between 12 and 18 months.
West WWTP permit	Permit application for an ultimate discharge volume of 15 MGD.	Preparing permit application, negotiating with developer on plant site layout and plant site property boundary	Application submittal scheduled to occur in September if site selection occurs before August 25th.	Permit issuance is anticipated to be in late August 2021. If there is a contested case hearing, it could take between 12 and 18 additional months.
West WWTP survey	Complete topographic and boundary survey of the WWTP site.	Survey is Scheduled to begin once site selection has been finalized.	Field work expected to be completed mid-September.	Survey is estimated to be completed by the end of September.
City of Georgetown CCN Exchange	Evaluation of annexing the western portion of the City of Georgetown water system along US 183 and Hwy 29 west of the Braun elevated tank.	Prepare capital improvement plan for new pump station to provide service to the Braun pressure plane.	Finalize capital improvement plan. Update Rate Study.	CIP expected to be completed late September. Rate Study expected to be completed late December.
Bio-Daf	Pilot scale testing of a wastewater polishing unit to remove phosphorus.	The pilot scale plant began operations by July 27th.	Optimize plant operations to begin 8-week testing program.	The plant is expected to operate for 60 days after being optimized.
CR 200 park Wastewater Lift Station and Force Main	Design of a lift station and force main to convey wastewater from the proposed City Park improvements.	The design is complete and ready for bidding with the park improvements.	Bidding is expected to begin once park improvements have been finalized.	Construction will be concurrent with the park improvement schedule.
Well Plant 4 Pump Station Improvements	Construction of ground storage tank, high service pump station, yard piping, and control valve.	Site construction activities underway. Fencing installation being completed first.	- Pump Station construction activities expected to begin by September 12th.	- Substantial completion date is December 15, 2020 - Final completions is February 3, 2021

Project	Project Scope	Current Status	Near Future Plans	Planned Phase Completion
FY 2020 Street Rehab	Reconstruction of Hickman Street from Loop 332 to Church Street, Church Street from Hickman Street to Myrtle Lane, Barton Lane from Fallwell Street to Myrtle Lane, and Grange Road from Barton Lane to Stubblefield Lane including water line improvements.	Design is 90% Complete. Plan sheet completion pushed back for Stonewall Parkway layout and Bailey Lane conceptual design.	Bid advertisement scheduled for September 30th.	Construction expected from November 2020 to May 2021.
Loop 332/CR 279 design/const	Reconstruction of Loop 332 and County Road 279 into a 3-way stop intersection with turn lanes and pedestrian cross walks.	Design is 75% Complete	Bid advertisement scheduled for September 30th.	Construction expected from November 2020 to July 2021.
Liberty Park entrance	Extension of Stonewall Blvd from Hwy 29 to Liberty Way.	Survey completed. The preliminary schematic design and cost estimate were presented to city council and approved to proceed.	Geotechnical investigation. Full roadway and drainage design to begin mid-September.	Bid advertisement scheduled for January 2021. Construction expected from April to September 2021.
CR 266/260 Wastewater Interceptor	Design of a 24" interceptor along County Road 266.	Sheets and Crossfield is obtaining right-of-entry permission from the landowners along the pipeline route.	Survey scheduled to begin September 7th.	Survey is estimated to be completed by the end of September if all ROE's are approved by September 10th.
Holmes Ph 2 WW	Design of a 12" wastewater line from Holmes Road to CR 258.	Design is complete. Sheets and Crossfield is obtaining easements from the property owners.	Begining project advertisement once easements have been recorded.	Construction is planned to be completed within 6 months of notice to proceed.

AGENDA ITEM #9.a.

ATTACHMENTS:

Description	Upload Date
08.10.2020 Workshop Minutes	8/21/2020

CITY COUNCIL BUDGET & TAX RATE WORKSHOP

Minutes

Monday – August 10, 2020 – 5:30 PM

2801 Ranch Road 1869 – Liberty Hill

A Budget and Tax Rate Workshop for the City Council of Liberty Hill was held Monday – August 10, 2020 at 5:30 PM at 2801 Ranch Road 1869 (Council Chambers / Court Building) and considered items as follows.

1. Call to Order. **Rick D. Hall, Mayor, called the workshop to order at 5:30 PM.**
    a. Establish quorum. **Quorum was established with 100% attendance.**

2. General Fund – FY 2020-2021
   Discuss and consider the FY 2020 – 2021 budget regarding revenue, expenditures, and highlights for the General Fund.
    a. General Fund
        - Administration
        - Police Department
        - Municipal Court
        - Development Services
        - Parks and Recreation
        - Property Maintenance
        - Street Maintenance
        - Capital Improvement Projects
        - Debt Service Fund
        - Court Fees (Restricted)
        - Liberty Hill Economic Development Corporation

3. Enterprise Fund – FY 2020-2021
   Discuss and consider the FY 2020-2021 budget regarding revenue, expenditures, and highlights for the Enterprise Fund.
    a. Enterprise Fund
        - Wastewater
        - Sewer
        - Water

4. Tax Rate – FY 2020-2021

Discuss and consider the proposed Ad Valorem Tax Rate for Fiscal Year 2020-2021.

OUTCOME: Council, Mayor, and Staff deliberated the budget.

5. Adjournment at 6:34 PM

PASSED and APPROVED by the CITY COUNCIL of the CITY OF LIBERTY HILL, TEXAS on MONDAY – August 24, 2020 on vote of _____ AYES, _____ NAYS, and _____ ABSTENTIONS.

_____
Rick D. Hall – Mayor

[seal]

_____
Nancy Sawyer – City Secretary

AGENDA ITEM #9.b.

AGENDA ITEM #10.a.

ATTACHMENTS:

Description	Upload Date
Impact Fee Presentation	8/21/2020

City of Liberty Hill

Water and Wastewater Impact Fee Study

City Council Meeting

August 24 2020

WILLDAN

What is an Impact Fee?

Liberty Hill TEXAS

- Definition: "one time charge paid by new development to finance the construction of public facilities needed to serve it"
- Fees are calculated using a defined methodology that is endorsed by industry experts and used by local government entities nationwide
- By implementing impact fees, government entities ensure that existing ratepayers are not funding the entire cost of new development
- Revenues from impact fees cannot be used for personnel or operating expenses – only for capital costs to serve new development

Note on Impact Fee Calculations

- Methodology and computations in our study result in the calculation of a **maximum** impact fee
- This represents the legal limit at which the fee can be set
- Therefore **the City has right to set fee at any level from $0 to the maximum allowable amount**
- Utilities must set an appropriate balance between making growth pay for itself and not driving away development

2020 Impact Fee Study

- Late 2019 – analyzed and developed water and wastewater impact fees
  - Analysis was evaluated by staff and engineers
- Advisory committee reviewed and approved recommendations
- Public Hearings took place in October 2019 and January 2020
- Impact fees adopted in January 2020
- Wholesale fee calculation was a component of study

Maximum Water Impact Fee Per LUE

Liberty Hill TEXAS

	Treatment	Distribution	Total
CIP Value of 2020 - 2029 Growth-Related Improvements	$ 4,152,214	4,927,380	$ 9,079,594
Impact Fee Study Preparation Expenses	15,000	15,000	30,000
Interest Expense Allocated to Planning Period	2,409,526	2,218,219	4,627,744
Sub-Total	$ 6,576,739	$ 7,160,599	$ 13,737,338
Less Credit for Debt Paid by New Accounts	2,967,837	1,972,645	4,940,482
New Value of CIP to be Paid from Impact Fees	$ 3,608,903	$ 5,187,954	$ 8,796,856
Forecast New LUE Growth 2020 - 2029	1,250	1,250	1,250
Net Water Maximum Impact Fee Per LUE	**$ 2,887**	**$ 4,150**	**$ 7,037**

WILLDAN

Maximum Wastewater Impact Fee Per LUE

Liberty Hill TEXAS

	Treatment	Collection	Total
CIP Value of 2020 - 2029 Growth-Related Improvements	$ 32,528,837	$ 18,435,419	$ 50,964,256
Impact Fee Study Preparation Expenses	15,000	15,000	30,000
Interest Expense Allocated to Planning Period	7,174,617	7,777,649	14,952,266
Sub-Total	$ 39,718,454	$ 26,228,068	$ 65,946,522
Less Credit for Debt Paid by New Accounts	10,589,140	8,013,310	18,602,450
New Value of CIP to be Paid from Impact Fees	$ 29,129,314	$ 18,214,758	$ 47,344,072
Forecast New LUE Growth 2020 -- 2029	9,000	9,000	9,000
Net Wastewater Maximum Impact Fee Per LUE	**$ 3,237**	**$ 2,024**	**$ 5,260**

WILLDAN

Maximum Wholesale Water/Wastewater Impact Fee

Liberty Hill TEXAS

Water

Water Meter Size	MAXIMUM Wholesale Impact Fee
Maximum Fee per EDU	**$ 2,887**
Maximum Fee by Water Meter Size	
5/8" -- 3/4"	**$ 2,887**
3/4"	**3,465**
1"	**7,218**
1 1/2"	**14,436**
2"	**23,097**

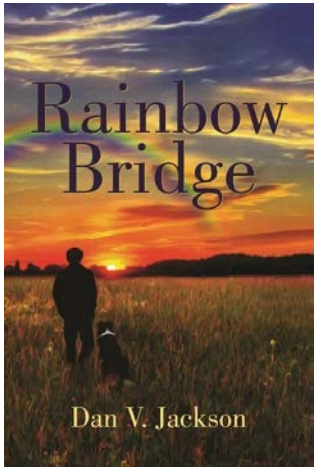
Wastewater

Water Meter Size	MAXIMUM Treatment Impact Fee
Maximum Fee per EDU	**$ 3,237**
Maximum Fee by Water Meter Size	
5/8" -- 3/4"	**$ 3,237**
3/4"	**3,884**
1"	**8,091**
1 1/2"	**16,183**
2"	**25,893**

WILLDAN

Presentation Summary

- High maximum fees represent a combination of increasing cost of capacity and superior quality of City's utility assets
- City Council has ability to set fee at any level from $0 to the maximum allowed
- Many Texas government entities have implemented low or nominal impact fees
- In setting fees, City Council must balance the competing objectives of making growth pay for itself and not discouraging future development



Available for Pre-order on Amazon.com now!

Questions?

AGENDA ITEM #10.b.

ATTACHMENTS:

Description	Upload Date
Resolution	8/19/2020
DM	8/19/2020
App A	8/19/2020
App B	8/19/2020
App C	8/19/2020
App D-1	8/19/2020
App D-2	8/19/2020

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THE UNDERSIGNED HEREBY CERTIFIES that:

The City Council of said City (the "City Council") convened in a REGULAR MEETING ON August 24, 2020, at the City Council Chamber, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Rick Hall	Mayor
Liz Rundzieher	Mayor Pro-Tem, Councilmember, Place 5
Steve McIntosh	Councilmember, Place 1
Kathy Canady	Councilmember, Place 2
Gram Lankford	Councilmember, Place 3
Anthony DeYoung	Councilmember, Place 4
Nancy Sawyer	City Secretary

and all of such persons were present, except _____, at the Meeting, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the "Resolution") entitled:

> "RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR CITY OF LIBERTY HILL, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)"

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion carrying with it the passage of said Resolution, prevailed and carried by the following vote:

___ voted "For" ___ voted "Against" ___ "Abstained"

all as shown in the official Minutes of the City Council for the Meeting.

That a true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above

and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED this ____ day of _____, 2020.

_____	_____
NANCY SAWYER, City Secretary	RICK HALL, Mayor

(SEAL)

RESOLUTION NO. _____

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR CITY OF LIBERTY HILL, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)

WHEREAS, this City Council of the City of Liberty Hill, Texas (the "City Council") has adopted a resolution authorizing the creation of the Summerlyn West Public Improvement District (the "District"); and

WHEREAS, this City Council intends to issue "City of Liberty Hill, Texas Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District)" (the "Bonds"), to fund public improvements within the District; and

WHEREAS, there has been presented to this City Council a Preliminary Limited Offering Memorandum relating to the Bonds (the "Preliminary Limited Offering Memorandum"); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City of Liberty Hill, Texas (the "City") to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the underwriter of the Bonds, FMSbonds, Inc (the "Underwriter").

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

Section 1. The form and content of the Preliminary Limited Offering Memorandum is hereby approved with such changes, addenda, supplements or amendments as may be approved by the Chief Operating Officer, Finance Director, Financial Advisor, Counsel or Bond Counsel to City Council.

Section 2. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

Section 3. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Limited Offering Memorandum.

Section 4. This Resolution shall be effective immediately upon its adoption.

[Signature page follows]

PASSED AND ADOPTED, this ____ day of _____, 2020.

_____
RICK HALL, Mayor

_____
NANCY SAWYER, City Secretary

(SEAL)

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Preliminary Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy these securities nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE
NOT RATED

EACH PROSPECTIVE PURCHASER IS ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING INITIALLY OFFERED AND SOLD ONLY TO A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(A) PROMULGATED UNDER THE SECURITIES ACT. SEE "LIMITATIONS APPLICABLE TO PROSPECTIVE PURCHASERS" HEREIN. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 3(A)(2) THEREIN. NO ACTION HAS BEEN TAKEN TO QUALIFY THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY STATE.

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED _____, 2020

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

$7,040,000*

CITY OF LIBERTY HILL, TEXAS,
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)

Dated Date: October 8, 2020 **Due: September 1, as shown on the inside cover**
Interest to Accrue from Date of Delivery

The City of Liberty Hill, Texas, Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District) (the "Bonds"), are being issued by the City of Liberty Hill, Texas (the "City"). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $25,000 of principal amount and any integral multiple of $1,000 in excess thereof. The Bonds will bear interest from the date of their delivery to the Underwriters at the rates set forth on the inside cover, calculated on the basis of a 360-day year of twelve 30-day months, payable on _____, 20__, and on each March 1 and September 1 thereafter, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry-only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by BOKF, NA, as trustee (the "Trustee"), to DTC as the registered owner thereof. See "BOOK-ENTRY-ONLY SYSTEM." The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on September 14, 2020, and an Indenture of Trust, dated as of October 1, 2020 (the "Indenture"), to be entered into by and between the City and the Trustee. Proceeds of the Bonds will be used to provide funds for (i) paying or reimbursing a portion of the costs of the public improvements that benefit the entire Summerlyn West Public Improvement District (the "District") (the "Authorized Improvements"), (ii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iii) paying a portion of the costs incidental to the organization and administration of the District and (iv) paying the costs of issuance of the Bonds. See "THE AUTHORIZED IMPROVEMENTS" and "APPENDIX A — Form of Indenture." Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Pledged Revenues (as defined herein), consisting primarily of assessments levied against certain assessable properties within all sections of the District (the "Assessments") in accordance with the Service and Assessment Plan for the District (the "Service and Assessment Plan") and other funds comprising the Trust Estate (as defined herein), all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation or out of any other funds of the City other than the Pledged Revenues. See "SECURITY FOR THE BONDS."

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds involve a high degree of risk and are not suitable for all investors. See "BONDHOLDERS' RISKS" and "SUITABILITY FOR INVESTMENT." Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "SECURITY FOR THE BONDS."

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the City, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX C — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the Underwriter by its counsel, Bracewell LLP, and for the Developer by its counsel, Metcalfe, Wolff, Stuart and Williams, LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about October 8, 2020 (the "Date of Delivery").

FMSbonds, Inc.

* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS

CUSIP Prefix: _____[(a)]

$_____[*]
CITY OF LIBERTY HILL, TEXAS,
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____%; CUSIP NO. _____ ___[(a) (b) (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____%; CUSIP NO. _____ ___[(a) (b) (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____%; CUSIP NO. _____ ___[(a) (b) (c)]

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.

(b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, pursuant to the terms and at the redemption prices set forth herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

---

[*] Preliminary, subject to change.

CITY OF LIBERTY HILL, TEXAS
CITY COUNCIL

Name	Place	Term Expires (May)
Rick Hall	Mayor	2020[1]
Steve McIntosh	Place 1	2021
Kathy Canady	Place 2	2020[1]
Gram Lankford	Place 3	2021
Tony DeYoung	Place 4	2020[1]
Liz Rundzieher	Place 5, Mayor Pro Tem	2021

[1] As a response to the outbreak of COVID-19, an infectious disease that has been classified as a pandemic by the World Health Organization, on March 18, 2020 the Governor of Texas issued an Executive Order that suspended certain provisions of the Texas Election Code, to allow political subdivisions that would otherwise hold elections on May 2, 2020 to move their general and special elections for 2020 to the next uniform election date of November 3, 2020. The City has taken action to postpone its May 2, 2020 council election until November 3, 2020. Current Councilmembers will retain their seats until the postponed election takes place.

CHIEF OPERATING OFFICER	**CITY SECRETARY**	**FINANCE DIRECTOR**	**CITY ATTORNEY**
Lacie Hale	Nancy Sawyer	Becky Wilkins	Tad Cleaves

ADMINISTRATOR
P3Works LLC

FINANCIAL ADVISOR TO THE CITY
Specialized Public Finance, Inc.

BOND COUNSEL TO THE CITY
Orrick, Herrington & Sutcliffe LLP

UNDERWRITER'S COUNSEL
Bracewell LLP

For additional information regarding the City, please contact:

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Or

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Specialized Public Finance, Inc.
248 Addie Roy Rd., Suite B-103
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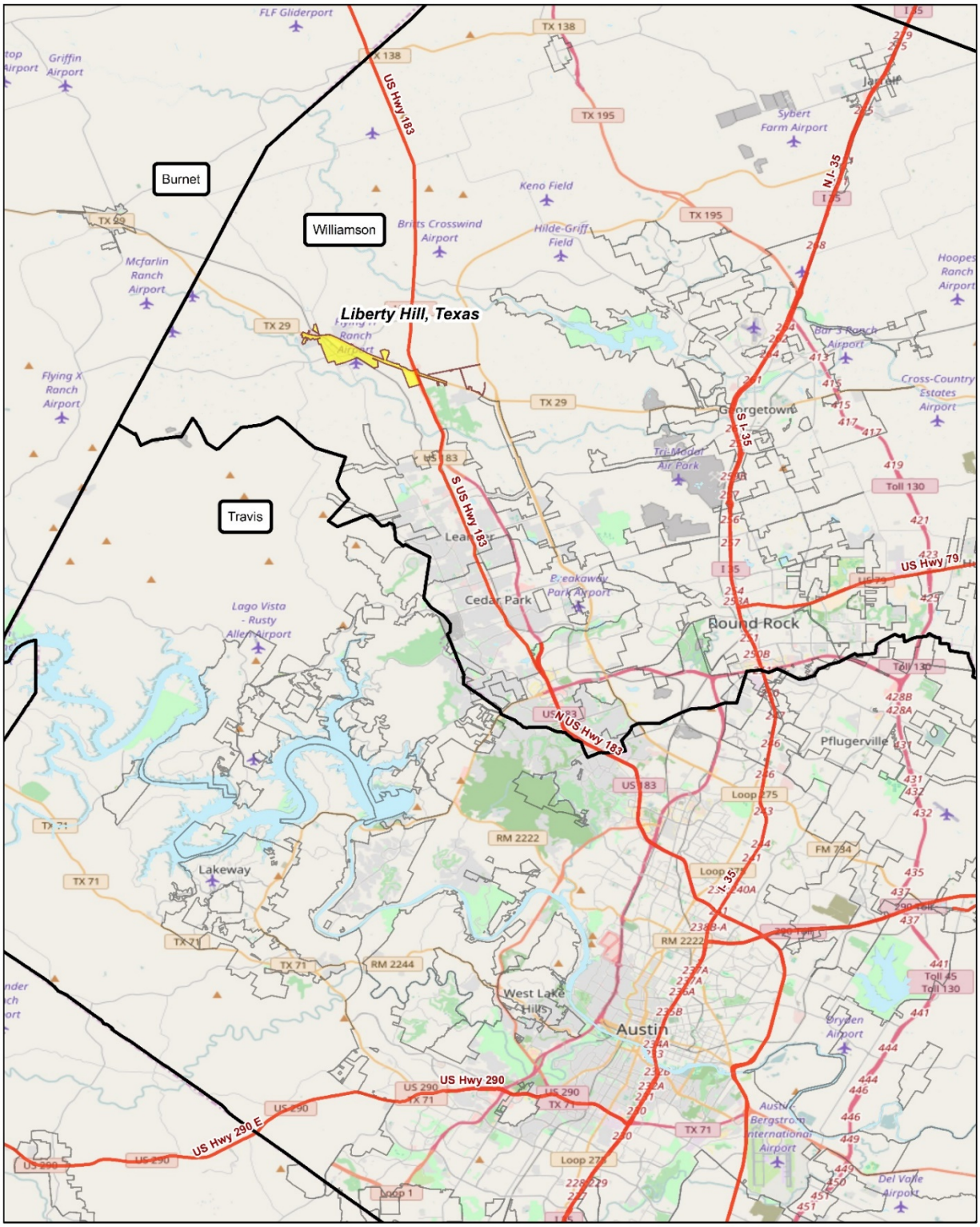
(512) 275-7302

REGIONAL LOCATION MAP OF DISTRICT



#6091419.19

MAP SHOWING BOUNDARIES OF THE SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT

Hyperlinks

R560277 WCAD Record Search

Details

Parcel Identification Number
R560277

Stated Area
95.085

Owner
PULTE HOMES OF TEXAS LP

SiteAddress
CR 263, LIBERTY HILL, TX 78642

Abstract
AW0521 - Robinson, J.b. Sur.

Entities
CAD,CLH,F01,GWI,J01,RFM,SLE

Book
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Page
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InstrumentNumber
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MapName
4-1242

#6091419.19

MAP SHOWING LOT LAYOUT WITHIN SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT

Summerlyn West
Exhibit I
Lot Type Classification Map

North

0 150 300 600

Scale: 1" = 300'
Date: January 10, 2019

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
FULLERLYNCH
www.secplanning.com + info@secplanning.com

SHEET FILE: C:\170001-PUTX\Cadfiles\PLANNING\Lotting\Exhibit I-Lot Type Classification Map.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.
EACH PROSPECTIVE PURCHASER IS ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING INITIALLY OFFERED AND SOLD ONLY TO A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(A) PROMULGATED UNDER THE SECURITIES ACT. SEE "LIMITATIONS APPLICABLE TO PROSPECTIVE PURCHASERS" HEREIN. EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH A PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGEMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO PROSPECTIVE PURCHASERS."

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF ANY SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE

UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

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PRELIMINARY LIMITED OFFERING MEMORANDUM

$7,040,000*
CITY OF LIBERTY HILL, TEXAS,
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Liberty Hill, Texas (the "City"), of its $7,040,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District) (the "Bonds").

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. See "SUITABILITY FOR INVESTMENT" and "BONDHOLDERS' RISKS."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), the ordinance authorizing the issuance of the Bonds to be enacted by the City Council of the City (the "City Council") on September 14, 2020 (the "Bond Ordinance"), and an Indenture of Trust, dated as of October 1, 2020 (the "Indenture"), to be entered into by and between the City and BOKF, NA, as trustee (the "Trustee"). The Bonds will be secured by a pledge and lien upon the Trust Estate (as defined herein) consisting primarily of revenue from the special assessments (the "Assessments") levied against assessable property located within the Summerlyn West Public Improvement District (the "District") pursuant to an ordinance enacted by the City Council on August 12, 2019 (the "Assessment Ordinance"). The Assessment Ordinance approved the Original Service and Assessment Plan (as defined herein). In connection with the issuance of the Bonds, the City expects to approve the Service and Assessment Plan (as defined herein), which will amend and restated the Original Service and Assessment Plan in its entirety. The District is part of the existing master-planned community development known as "Summerlyn West" (the "Development"). See "THE DEVELOPMENT."

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See "APPENDIX A — Form of Indenture."

References to web site addresses presented herein are for informational purposes and may be in the form of a hyperlink solely for the readers' convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum.

Set forth herein are brief descriptions of the City, the District, the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan, the Financing Agreement (as defined herein), the Development Agreement (as defined herein), Pulte Homes of Texas, LP (the "Developer" or "Pulte"), and P3Works, LLC (the "Administrator"), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified by reference to such documents or such PID Act in their entirety and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the office of the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034. The Form of Indenture appears in APPENDIX A and the Service and Assessment Plan appears in APPENDIX B. The information provided under this caption "INTRODUCTION" is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

*Preliminary, subject to change.

PLAN OF FINANCE

The Bonds

Proceeds of the Bonds will be used primarily to provide funds for (i) paying or reimbursing a portion of the costs of the Authorized Improvements (as defined in the Service and Assessment Plan) within the District; (ii) funding a reserve fund for the payment of principal of and interest on the Bonds; (iii) paying a portion of the costs incidental to the organization and administration of the District; and (iv) paying the costs of issuance of the Bonds. To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the costs of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount shall be transferred to the Improvement Account of the Project Fund (both defined herein). See "APPENDIX A — Form of Indenture."

The Bonds are being issued solely to finance the Authorized Improvements in the District. Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting of the Pledged Revenues (as defined herein) and all monies and investments held in the Pledged Funds (as defined in the Indenture), all to the extent and upon the conditions described herein and in the Indenture. See "SECURITY FOR THE BONDS" and "ASSESSMENT PROCEDURES." **The Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the "State") or any other political subdivision of the State, within the meaning of any Constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the funds comprising the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.**

The Bonds are also separate and distinct obligations from any Refunding Bonds (as defined herein) issued by the City in the future, but the Bonds and Refunding Bonds, if any, issued under the Indenture will be equally and ratably secured by the Trust Estate. Any additional assessment revenue bonds are not being offered pursuant to this Limited Offering Memorandum.

The Development

Development Agreement

In June, 2017, 263 Trine Land, LLC ("Trine") and the City entered into that certain Abbott Development Tract Development Agreement (the "Development Agreement"). Pursuant to the Development Agreement, Trine was entitled to receive an amount equal to the product of $13,600.00 multiplied by the total number of single-family lots within the Development, as shown on the final plat as reimbursement for the Authorized Improvements (the "Reimbursement Amount"). Such reimbursement amount would be paid to Trine from a combination of tax increment financing revenue and from public improvement district assessment revenue for eligible costs pursuant to Chapter 311, Texas Tax Code, as amended and the PID Act. Pursuant to the Development Agreement, the City created a Tax Increment Reinvestment Zone over the Development (the "Zone") and agreed to contribute an amount not to exceed thirty percent (30%) of the City's ad valorem tax increment that is generated by the property within the Zone from ad valorem taxes levied and collected by the City in fiscal year 2017-2018 through and including fiscal year 2045-2046, less administrative expenses for the Zone, only until such time as Trine receives the total Reimbursement Amount. The total contribution from the Zone to Trine is an amount necessary to reach the Reimbursement Amount, net of the proceeds of any assessment revenue bonds or assessment revenues paid or reimbursed to Trine for the Authorized Improvements from the District.

The Development Agreement also provided that water service to the Development would be provided by the City of Georgetown ("Georgetown") and so long as Georgetown is the provider of water utility service to the Development, all water infrastructure shall be constructed in accordance with Georgetown standards. Wastewater utility service to the Development is provided by the City. The infrastructure needed to supply wastewater service to the Development is owned by the Williamson County Municipal Utility District No. 13 (the "MUD"). The City and the MUD have entered into a Wastewater Pass-Through Service Agreement (Abbott Tract) that allows the City to provide wastewater service to the Development utilizing the District's infrastructure. Trine agreed to pay to the MUD all expenses, including the capacity cost of service, incurred by the MUD and the City in connection with the Wastewater Pass-Through Service Agreement.

On July 11, 2018, Trine sold all of the property within the Development to Pulte and assigned all rights under the Development Agreement to Pulte. Pursuant to an assignment dated November 19, 2018, Pulte assigned its right to receive reimbursement from tax increment financing revenues to Trine. See "–TIRZ Agreement" below.

TIRZ Agreement

The City, the TIRZ and Pulte (as assignee of Trine's rights and obligations under the Development Agreement) entered into a TIRZ Agreement on October 22, 2018 (the "TIRZ Agreement"). Pursuant to the TIRZ Agreement, the TIRZ and the City agreed to deposit tax increment revenues generated from the Zone into a segregated fund (the "Summerlyn West TIRZ Payment Account") up to the Reimbursement Amount, net of proceeds of the Bonds deposited to the Project Fund. Funds in the Summerlyn West TIRZ Payment Account will be used to reimburse Pulte for project costs relating to the Authorized Improvements. The reimbursement of the costs of the Authorized Improvements pursuant to the TIRZ Agreement shall be made after all reimbursements or payments from the proceeds of the Bonds have been made. In November, 2018, Pulte subsequently assigned their rights to receive reimbursement payments from the Summerlyn West TIRZ Payment Account to Trine.

Financing Agreement

Trine and the City also entered to that certain Summerlyn West Public Improvement District Financing and Reimbursement Agreement dated as of July 9, 2018 (as amended, the "Financing Agreement"). In the Financing Agreement, the City and Trine agreed to the construction of the Authorized Improvements within the District. The City agreed to pay or reimburse the Developer for the costs of the Authorized Improvements in an amount that does not exceed $7,500,000 from the levy of assessments on benefitted property within the District. The Financing Agreement requires construction of the Authorized Improvements pursuant to City standards and governs the City's requirements for construction and anticipates the issuance of the Bonds to fund a portion of the costs of the public improvements to be constructed within the District. In addition, the Financing Agreement requires the Developer to fund, construct and maintain certain amenities including landscaping, open space, playground and walkway improvements within the District.

On July 11, 2018, Trine assigned all rights under the Financing Agreement to Pulte. See "APPENDIX E – Financing Agreement".

Development Plan

The District contains approximately 95.085 acres located within the corporate limits of the City. The District has an approved master plan and approved Planned Unit Development ("PUD") zoning to support the future subdivision of the District into 447 single-family lots. Section 1 of the Development been platted and construction plans have been approved and construction is complete. Section 2 of the Development has been platted and construction plans have been approved by the City and construction is underway. The final plat for Section 3 of the Development is under review by the City and the Section 3 construction plans are under review by the City. The timeline for the full development of the property is set forth in "THE DEVELOPMENT." The Developer expects that the remaining sections of the Development will be completed by the fall of 2022.

The District is being developed in five (5) sections and as of July 2030, 2020 infrastructure for a residential subdivision is in place for Sections 1. Vertical construction of homes in Section 1 has begun. Future Sections remain vacant, but both District funded and non-District reimbursable infrastructure development has begun in Sections 2. The Developer is the only home builder in the Development. As of June 30, 2020, approximately 42 homes are under construction. They will be priced from ±$217,000 to $320,000, with an average price of $245,990. Homes for the 40' lots range in size from 1,207 to 2,045 square feet. The 50' lots will be developed with homes ranging from 1,711 to 2,706 square feet. As of June 30, 2020, the Development has thirty-two (32) completed homes and 47 homes are under contract pending completion of construction within the District. A description of lots under contract with homeowners is included in "THE DEVELOPMENT."

**Preliminary, subject to change.*

The Development is adjacent to an existing Pulte development within Williamson County Municipal Utility District No. 13 ("MUD No. 13") commonly known as "Summerlyn." Although Pulte is the developer and the homebuilder within the MUD No. 13, the financing and development of the public improvements serving MUD No. 13 are separate and distinct from the development of the District and the issuance of the Bonds.

Pursuant to the Financing Agreement, the City agrees to reimburse the Developer for a portion of the costs of the Authorized Improvements following the City's acceptance thereof and has agreed to issue assessment revenue bonds in a not to exceed par amount of $7,500,000.

As of June 30, 2020, the Developer has spent funds in excess of $7,653,800 on construction of a portion of the Authorized Improvements and additional private improvements, including lot grading and other soft costs, within the District.

Proceeds of the Bonds will pay for a portion of the costs of the Authorized Improvements. The estimated cost of the Authorized Improvements is $16,225,825. The Bonds will fund $7,040,000* of the costs of the Authorized Improvements. The Developer will finance the balance of the Authorized Improvements not paid with proceeds of the Bonds ($9,185,825) which amounts shall not be reimbursed to the Developer from Assessments. See "SOURCES AND USES OF FUNDS," "PLAN OF FINANCE - The Development and the City" and "Appendix B – Service and Assessment Plan."

Any shortfall between the amount of the Bond proceeds deposited at closing to complete the Authorized Improvements and the total Actual Cost (as such term is defined in the Service and Assessment Plan) to complete the Authorized Improvements (a "Funding Shortfall") will be subject to an agreement between the Developer and the Trustee entered into prior to closing of the Bonds (the "Completion Agreement"). The Developer agrees, no later than five (5) business days prior to prior to Closing of Bonds, to provide evidence to the Trustee ("***Evidence of Available Funds***") that sufficient funds are available to the Developer to fund the Funding Shortfall and complete the Authorized Improvements. Delivery of the most recent annual 10-K report of PulteGroup, Inc. which has been filed with the Securities and Exchange Commission shall satisfy as Evidence of Available Funds.

The Developer may not fund certain amenities as enhancements (as defined in the Financing Agreement) (the "Amenities and Enhancements") with the Bond proceeds, so the Amenities and Enhancements must be completed according to the timeframe provided in the Financing Agreement. The Developer may not request an amendment to the Financing Agreement which would result in or make changes to the Authorized Improvements which would impair the marketability of the homes or lots within the District without first obtaining the written consent of the Trustee. The Developer shall provide notice of any changes to the Amenities and Enhancements at least twenty (20) days prior to requesting such an amendment to the Financing Agreement.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter (the "Date of Delivery") and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on _____, 20__*, and on each March 1 and September 1 thereafter (each an "Interest Payment Date"), until maturity or prior redemption. BOKF, NA, is the initial Trustee and Paying Agent and Registrar ("Paying Agent/Registrar") for the Bonds.

The Bonds will be issued in fully registered form without coupons. The Bonds will initially be issued in authorized denominations of $25,000 or any integral multiple of $1,000 in excess thereof ("Authorized Denominations"); provided, however, that if the total principal amount of the Outstanding Bonds is less than $25,000 then the Authorized Denomination shall be the amount of the Outstanding Bonds. See "DESCRIPTION OF THE BONDS – Authorized Denominations."

Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Bonds will be made in book-entry-only form. See "BOOK-ENTRY-ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT."

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on any date on or after September 1, ___ such date or dates to be fixed by the City, at a redemption price of 100% of the principal amount of such Bonds, or portions thereof, to be redeemed, plus accrued interest to date of redemption (the "Redemption Price").

Extraordinary Optional Redemption. The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on the first (1st) day of any month, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of prepayments of Assessments by property owners ("Prepayments"), and from any other transfers to the Redemption Fund, as set forth in the Indenture. See "ASSESSMENT PROCEDURES — Prepayment of Assessments" and "APPENDIX A – Form of Indenture."

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price, from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective principal amounts as set forth in the following schedules:

$ Bonds maturing September 1, 20

Mandatory Sinking Fund Redemption Date	Principal Amount

*Stated maturity

$ Bonds maturing September 1, 20

Mandatory Sinking Fund Redemption Date	Principal Amount

*Stated maturity

$ Bonds maturing September 1, 20

Mandatory Sinking Fund Redemption Date	Principal Amount

*

*Stated maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot a principal amount of Bonds of such maturity equal to the principal amount of such Bonds to be redeemed on such mandatory sinking fund redemption

date, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of $1,000 by any portion of such Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions of the Indenture and not previously credited to a mandatory sinking fund redemption as follows:

(i) If the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the principal amount of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled principal amounts to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the principal amount of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond in the inverse order of mandatory sinking fund redemption dates.

Partial Redemption. If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to the Indenture, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bond (the "10% or Greater Manner"); and

(ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the "Less Than 10% Manner").

Bonds may be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000.

A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to $1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to the Indenture, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot or in any manner deemed fair by the Trustee. The Trustee shall treat each $1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Notice of Redemption. Notice of any redemption shall be given by the Trustee at least thirty (30) days prior to the redemption date by giving written notice to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register by first-class mail, postage prepaid. Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice of redemption having been given and not otherwise rescinded, as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the redemption price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner as the notice of redemption was originally provided.

The Paying Agent/Registrar and the City, so long as a book-entry-only system is used for the Bonds, will send any notice of redemption relating to the Bonds only to DTC. Any failure by DTC to advise any DTC participant, or of any DTC participant or indirect participant to notify the Beneficial Owner, will not affect the validity of the redemption of the Bonds called for redemption or any other action premised on any such notice. Redemptions of portions of the Bonds by the City will reduce the outstanding principal amount of such Bonds held by DTC. In such event, DTC may implement, through its book-entry-only system, a redemption of such Bonds held for the account of DTC participants in accordance with its rules or other agreements with DTC participants and then DTC participants and indirect participants may implement a redemption of such Bonds from the Beneficial Owners. Any such selection of Bonds within a maturity to be redeemed will not be governed by the Bond Ordinance and will not be conducted by the City or the Paying Agent/Registrar. Neither the City nor the Paying Agent/Registrar will have any responsibility to DTC participants, indirect participants or the persons for whom DTC participants act as nominees, with respect to the payments on the Bonds or the providing of notice to DTC participants, indirect participants, or Beneficial Owners of the selection of portions of the Bonds for redemption (see "BOOK-ENTRY-ONLY SYSTEM" herein).

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC, New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but none of the City, its Financial Advisor, nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P Global Ratings' rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE CITY'S ATTORNEY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

LIMITATIONS APPLICABLE TO PROSPECTIVE PURCHASERS

Each prospective purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being initially offered and sold only to a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or to an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act. Each purchaser of Bonds (each, a "Purchaser") will be deemed to have acknowledged and represented to the City as follows:

1. A purchase of the Bonds involves investment risks, certain of which are set forth under "BONDHOLDERS' RISKS" herein, and the Purchaser, either alone or with its purchaser representative(s) (as defined in Rule 501 of Regulation D under the Securities Act), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds. The Purchaser can afford a complete loss of its investment in the Bonds.

2. The Purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, or an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act of 1933, or an entity in which all the equity owners are "qualified institutional buyers" or "accredited investors." The

Purchaser is acquiring the Bonds for its own account with no present intention of distributing, reselling or redistributing the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Authorized Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the "Investor Information"). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor's purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor's decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid to the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

SECURITY FOR THE BONDS

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION,

OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the pledged revenues (the "Pledged Revenues"), consisting primarily of a portion of Assessments levied against the assessable parcels or lots within the District and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. The District contains approximately 95.085 acres, all of which will be subject to the Assessments. In accordance with the PID Act, the City has caused the preparation of a service and assessment plan (the "Original Service and Assessment Plan"), which described the special benefit received by the property within the District (such benefitted property is referred to herein as the "Assessed Property"), provided the basis and justification for the determination of special benefit on the Assessed Property, established the methodology for the levy of the Assessments, and provided for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. On September 14, 2020, the City expects to approve an amended and restated service and assessment plan (the "Service and Assessment Plan"), which will amend and restate the Original Service and Assessment Plan in its entirety and reflect the final terms of the Bonds. The Service and Assessment Plan is reviewed and updated at least annually (each, an "Annual Service Plan Update") for the purpose of determining the annual budget for the Authorized Improvements and the Annual Installments (as defined below) of the Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See "APPENDIX B — Service and Assessment Plan."

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of law to finance the Authorized Improvements by levying the Assessments upon the property within the District. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in the District, see "ASSESSMENT PROCEDURES" and "APPENDIX B — Service and Assessment Plan."

Pursuant to the Indenture:

"Pledged Revenues" means the sum of (i) Pledged Assessment Revenues; (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of the Bonds.

"Pledged Assessment Revenue" means the moneys collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency but excluding any portion of the Annual Installment allocable to Annual Collection Costs, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Annual Installment" means, with respect to the Assessed Property, the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Annual Collection Costs" means the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to the Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying and redeeming the Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of the Financing Agreement, including continuing disclosure requirements; and

(8) the Paying Agent/Registrar and Trustee in connection with the Bonds, including their respective legal counsel. Amounts collected for Annual Collection Costs but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Delinquent Collection Costs" means for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including costs and expenses to foreclose liens.

In the Indenture, the City covenants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof to be enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments; provided that the City is not required to expend funds for collection and enforcement of the Assessments other than funds on deposit in the Administrative Fund. See "APPENDIX A – Form of Indenture" and "APPENDIX B – Service and Assessment Plan."

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims, except liens and claims for the State, county, school district, municipality, or other political subdivisions of the State for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged), and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES" herein.

Collection and Deposit of Pledged Assessment Revenues

The Pledged Assessment Revenues shown on the Assessment Roll, together with the interest thereon, shall be deposited to the Pledged Revenue Fund for the payment of the principal of and interest on the Bonds as and to the extent provided in the Service and Assessment Plan and the Indenture.

The Assessments, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds (excluding the portion of the Assessments levied for Annual Collection Costs and the Additional Interest (defined herein)). An Annual Installment of an Assessment has been made payable in the Assessment Ordinance in each City fiscal year ("Fiscal Year") preceding the date of final maturity of the Bonds which, if collected, will be sufficient to first pay debt service requirements attributable to the Bonds in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

A record of the Assessments on each parcel, tract, or lot in the District which are to be collected in each year during the term of the Bonds is shown on the Assessment Roll. Sums received from the collection of the Assessments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds and penalties and interest thereon) shall be deposited into the Pledged Revenue Fund, except that (1) amounts received as Prepayments shall be deposited into the Pledged Revenue Fund and shall thereafter be transferred to the Redemption Fund and (2) amounts collected as Additional Interest shall be deposited to the Pledged Revenue Fund and thereafter, shall be transferred to the Additional Interest Reserve Account in each case, as set forth in the Indenture. The Trustee shall deposit Foreclosure Proceeds in the Pledged Revenue Fund and after such deposit shall transfer the Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Account made with respect to the Assessed Parcel or Assessed Property to which the Foreclosure Proceeds relate, and second to the Additional Interest Reserve Account. If both the Reserve Account and the Additional Interest Reserve Account contain their respective amounts required to be on deposit, Foreclosure Proceeds shall be transferred to the Redemption Fund.

Sums received from the collection of the Annual Installments to pay Annual Collection Costs and any Delinquent Collection Costs shall be deposited directly to the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City has imposed Assessments on the Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be due each year when billed. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1st of the following year. The initial Annual Installments were due when billed, and became delinquent if not paid prior to February 1, 2020. As of February 3, 2020 100% of the Annual Installments have been paid.

As authorized by Section 372.018(b) of the PID Act, the City will calculate and collect each year while the Bonds are Outstanding and unpaid, (for the purposes of this Limited Offering Memorandum, the capitalized term "Outstanding," means as of any particular date when used with reference to Bonds, all Bonds except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or of the redemption price of and interest on such Bond shall have been made, or (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated), a portion of the Assessment to pay the Annual Collection Costs. The portion of each Annual Installment of an Assessment used to pay such Annual Collection Costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. Such portion of the Assessments to pay Annual Collection Costs do not secure repayment of the Bonds.

There will be no split payment of Assessments or discount for the early payment of Assessments.

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district or municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named. The lien for Assessments and penalties and interest begins on the effective date of the Assessment Ordinance and continues until the Assessments are paid or until all Bonds are finally paid.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate and such pledge is valid, effective, and perfected. The City will covenant in the Indenture that should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of such revenues is subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered Owners of the Bonds the perfection of the security interest in such pledge, the City will take such measures as it determines are reasonable and necessary to enable a filing to perfect the security interest in said pledge to occur. See "APPENDIX A — Form of Indenture."

Pledged Revenue Fund

The City will create under the Indenture a Pledged Revenue Fund to be held by the Trustee. On or before February 15, 2021, and on or before the fifteenth day of each month thereafter, the City shall deposit or cause to be deposited the Pledged Assessment Revenues into the Pledged Revenue Fund. Immediately following deposit to the Pledged Revenue Fund, the Trustee shall transfer or cause to be transferred the following amounts from the Pledged Revenue Fund to the following Accounts in the following order: (i) first, to the Bond Pledged Revenue Account, an amount sufficient to pay debt service on the Bonds coming due in such calendar year, and (ii) second, to the Reserve Account of the Reserve Fund, an amount to cause the amount in the Reserve Account to equal the Reserve Account

Requirement, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund, an amount equal to the Additional Interest Reserve Requirement, (iv) fourth, to the Section 1 Improvement Subaccount, Section 2 Improvement Subaccount, Section 3 Improvement Subaccount, Section 4 Improvement Subaccount or the Section 5 Improvement Subaccount to pay Actual Costs of the Section 1 Improvements, Section 2 Improvements, Section 3 Improvements, Section 4 Improvements or Section 5 Improvements, respectively, and (v) fifth, to pay other costs permitted by the PID Act.

Notwithstanding the deposits described above, (1) the Additional Interest (as defined herein) shall only be utilized for the purposes set forth below and, immediately following the initial deposit to the Pledged Revenue Fund, the Additional Interest will be deposited to the Additional Interest Reserve Account, (2) the Trustee shall deposit Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund, and (3) the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Assessed Property to which the Foreclosure Proceeds relate, (first, to replenish the Reserve Account Requirement, and second, to replenish the Additional Interest Reserve Requirement) and second to the Redemption Fund.

From time to time as needed to pay obligations relating to the Bonds, but no later than five (5) business days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund to the Principal and Interest Account (as described under "Reserve Account of the Reserve Fund" and "Additional Interest Reserve Account of the Reserve Fund" below), there are insufficient funds to make the payments provided in the preceding paragraph, the Trustee shall apply the available funds in the Principal and Interest Account of the Bond Fund first to the payment of interest, then to the payment of principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) on the Bonds.

After satisfaction of the requirement to (i) provide for the final payment of the principal and interest on the Bonds and (ii) fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the direction of the City pursuant to a City Certificate, apply Assessments for any lawful purpose for which Assessments may be used under the PID Act.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account of the Bond Fund and transfer to the Paying Agent/Registrar the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) and interest then due and payable on the Bonds.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth in the preceding paragraph, the Trustee shall withdraw, first, from the Additional Interest Reserve Account and second, from the Reserve Account of the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee and will be initially funded with an amount equal to the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds shall be an amount equal to the least of (i) Maximum Annual Debt Service on the Bonds as of their date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of their date of issuance, or (iii) 10% of the par amount of the Bonds; provided, however, that such

amount shall be reduced by any transfers made pursuant to Prepayments or excess earnings in the Reserve Account, as set forth in the Indenture; and provided further, that as a result of optional redemption, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such optional redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the Date of Delivery, the Reserve Account Requirement equals $_____which is an amount equal to the Maximum Annual Debt Service on the Bonds as of the date of issuance.

If, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer any available funds on deposit first from the Additional Interest Reserve Account (described below), and second from the Reserve Account of the Reserve Fund, to the Bond Fund in the amount necessary to cure such deficiency.

If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with the Indenture, but only to the extent that such amount is not required for the timely payment of principal, interest, or any principal amounts to be redeemed on a mandatory redemption date).

Whenever the Bonds are to be redeemed with the proceeds of Prepayments pursuant to an extraordinary optional redemption, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall or any additional amounts to permit the redemption of Bonds to be redeemed in minimum principal amounts of $1,000 from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess (the "Excess Reserve Amount'). The Excess Reserve Amount shall be transferred first to the Additional Interest Reserve Account to the extent the Additional Interest Reserve Account Requirement has not been met and second, to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with the Indenture, unless within forty-five (45) days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply the Excess Reserve Amount: (i) to pay amounts due from the Rebate Fund, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, or (iii) to the Subaccount of Improvement Account of the Project Fund if such application and the expenditure of funds is expected to occur within three (3) years of the date hereof.

At the final maturity of the Bonds, the amount on deposit in the Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

Additional Interest Reserve Account of the Reserve Fund

Pursuant to the Indenture, an Additional Interest Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. To the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the depository priority set forth under "Pledged Revenue Fund" herein, the Trustee will transfer an amount equal to the Additional Interest from the Pledged Revenue Fund to the Additional Interest Reserve Account on February 15, 2021 and on the fifteenth day of each month thereafter until the amount on deposit in the Additional Interest Reserve Account is equal to the Additional Interest

Reserve Requirement; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. The Additional Interest Reserve Requirement is an amount equal to 5.5% of the principal amount of the Outstanding Bonds. The "Additional Interest" is the amount collected by application of the 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Additional Interest Reserve Amount"). Such Excess Additional Interest Reserve Amount on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date or to the Redemption Fund in order to effect the redemption of the Bonds pursuant to extraordinary optional redemption. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption. See "APPENDIX A – Form of Indenture" and "APPENDIX B – Service and Assessment Plan."

Moneys deposited in the Additional Interest Reserve Account will be used and withdrawn by the Trustee for the purpose of making transfers to the Redemption Fund, pursuant to, and at the times specified in, the Indenture to pay a portion of the accrued interest on Bonds being redeemed pursuant to an extraordinary optional redemption for Prepayments. The amount to be transferred shall be an amount, for each Prepayment, equal to the amount of any shortfall, after transfers from the Reserve Account of the Reserve Fund as described above and application of investment earnings on the Prepayment toward payment of accrued interest, necessary to pay the principal amount plus accrued interest on such Bonds to be redeemed as a result of the Prepayment.

As discussed above, if, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer any available funds on deposit first from the Additional Interest Reserve Account, and second from the Reserve Account of the Reserve Fund, to the Bond Fund in the amount necessary to cure such deficiency.

At the final maturity of the Bonds, the amount on deposit in the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

Administrative Fund

The City will create under the Indenture an Administrative Fund held by the Trustee. Upon receipt, the City shall transfer to the Trustee, for deposit to the Administrative Fund the Administrative Assessment Revenues and other funds directed by the Indenture to be deposited therein. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other funds created and administered under the Indenture and may be used as directed by City Certificate for the purposes set forth in the Service and Assessment Plan, including payment of the Annual Collection Costs and Delinquent Collection Costs. See "APPENDIX B — Service and Assessment Plan."

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.

Project Fund

The Project Fund under the Indenture contains the Costs of Issuance Account and the Improvement Account, which contains the Section 1 Improvement Subaccount, the Section 2 Improvement Subaccount, the Section 3 Improvement Subaccount, the Section 4 Improvement Subaccount, and the Section 5 Improvement Subaccount,.

The Actual Costs of the Authorized Improvements will be paid or reimbursed to the Developer on a per Section basis. Such Actual Costs have been allocated among each of the Sections within the District, in accordance

with the assessment methodology set forth in the Service and Assessment Plan. Money on deposit in the Section 1 Improvement Subaccount shall only be used to pay Actual Costs of the Section 1 Improvements, money on deposit in the Section 2 Improvement Subaccount shall only be used to pay Actual Costs of the Section 2 Improvements, money on deposit in the Section 3 Improvement Subaccount shall only be used to pay Actual Costs of the Section 3 Improvements, money on deposit in the Section 4 Improvement Subaccount shall only be used to pay Actual Costs of the Section 4 Improvements, and money on deposit in the Section 5 Improvement Subaccount shall only be used to pay Actual Costs of the Section 5 Improvements, all as set forth in the Service and Assessment Plan. For a more detailed explanation regarding the allocation of the Actual Costs of the Authorized Improvements and the Assessments among each Section within the District, see Section V.C of "APPENDIX B – Service and Assessment Plan".

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to and in accordance with one or more City Certificates providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee). Disbursements from any of the Subaccounts within the Improvement Account of the Project Fund to pay the Actual Costs of the Authorized Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment in the form attached as Exhibit B to the Indenture.

All disbursement of funds from any of the Subaccounts within the Improvement Account of the Project Fund pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Financing and Reimbursement Agreement.

If the City Representative determines in his or her sole discretion that amounts then on deposit in a Subaccount of the Improvement Account are not expected to be expended for purposes of such Subaccount due to the abandonment, or constructive abandonment, of the Section 1 Improvements, Section 2 Improvements, Section 3 Improvements, Section 4 Improvements or Section 5 Improvements, as applicable, such that, in the opinion of the City Representative, it is unlikely that the amounts in such Subaccount will ever be expended for the purposes of such Subaccount, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in such Subaccount that are not expected to be used for purposes of such Subaccount. If such City Certificate is so filed, the amounts on deposit in such Subaccount shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture and such Subaccount shall be closed.

Upon the filing of a City Certificate stating that all Section 1 Improvements have been completed and that all Actual Costs of the Section 1 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 1 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 1 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Section 2 Improvements have been completed and that all Actual Costs of the Section 2 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 2 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 2 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Section 3 Improvements have been completed and that all Actual Costs of the Section 3 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 3 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 3 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Section 4 Improvements have been completed and that all Actual Costs of the Section 4 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 4 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 4 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Section 5 Improvements have been completed and that all Actual Costs of the Section 5 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 5 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 5 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Authorized Improvements have been completed and that all Actual Costs of the Authorized

Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within any of the Subaccounts of the Improvement Account to the Redemption Fund and (ii) the Improvement Account of the Project Fund shall be closed.

Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the Bonds have been paid, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Costs of Issuance Account of the Project Fund that are not expected to be used for purposes of the Costs of Issuance Account. If such City Certificate is so filed, the amounts on deposit in the Costs of Issuance Account shall be transferred to a Subaccount of the Improvement Account of the Project Fund and used to pay Actual Costs of the applicable Authorized Improvements or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account of the Project Fund shall be closed.

Defeasance

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. "Investment Securities" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; and provided further such investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those

currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an "Event of Default" under the Indenture:

(i) The failure of the City to deposit the Pledged Assessment Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least twenty-five percent (25%) of the aggregate principal amount of the Bonds then outstanding with a copy to the Trustee specifying such default and requesting that the failure be remedied.

Remedies in Event of Default

Upon the happening and continuance of any one or more of the Events of Default, the Trustee may, and at the written direction of the Owners of at least twenty-five percent (25%) of the Bonds then Outstanding and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by the Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate to sell.

Whenever moneys are to be applied pursuant to an Event of Default, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms, as the Trustee may deem appropriate, and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and

delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner has any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of at least twenty-five percent (25%) of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in the Indenture, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his or their action or to enforce any rights under the Indenture except in the manner provided therein. All proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys After Event of Default

All moneys, securities, funds and Pledged Revenues or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default, shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture during the continuance of an Event of Default, notwithstanding immediate remedies for default, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on the Bonds, as follows:

(i) FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

(ii) SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to the provision of the Indenture. In the event funds are not adequate to cure an Event of Default, the available funds will be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, under "– Remedies in Event of Default" shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment or Deposit of Funds

Money in any Fund established pursuant to the Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended (the "PFIA"), or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by the Indenture and to prevent any default.

Obligations purchased as an investment of moneys in any Fund, Account or Subaccount established pursuant to the Indenture shall be deemed to be part of such Fund, Account or Subaccount, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds, Accounts and Subaccounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

Against Encumbrances

Other than bonds issued to refund all or a portion of the Bonds (the "Refunding Bonds"), the City will covenant in the Indenture that it shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Trust Estate, or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds.

So long as Bonds are Outstanding under the Indenture, the City shall not issue any bonds, notes or other evidences of indebtedness other than Refunding Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Additional Obligations

The City reserves the right, subject to the provisions contained in the Indenture, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from Pledged Revenues or any other portion of the Trust Estate, provided that such Additional Obligations shall comply with the Indenture.

Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whereby the lien of the Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in the Indenture shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

Notwithstanding anything to the contrary in the Indenture no Refunding Bonds, Additional Obligations or subordinate obligations may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds, Additional Obligations or subordinate obligations are scheduled to mature on September 1 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds, Additional Obligations or subordinate obligations must be scheduled to be paid on March 1 and/or September 1 of the years in which interest is scheduled to be paid.

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SOURCES AND USES OF FUNDS

The table that follows summarizes the expected sources and uses of proceeds of the Bonds and additional

Sources of Funds:	
Principal Amount	_____
City Contribution[1]	_____
TOTAL SOURCES	
Use of Funds:	
Deposit to Section 1 Improvement Subaccount of Project Fund	_____
Deposit to Section 2 Improvement Subaccount of Project Fund	_____
Deposit to Section 3 Improvement Subaccount of Project Fund	_____
Deposit to Section 4 Improvement Subaccount of Project Fund	_____
Deposit to Section 5 Improvement Subaccount of Project Fund	_____
Deposit to Reserve Account of the Reserve Fund	_____
Deposit to Costs of Issuance Account of the Project Fund	_____
Deposit to the Administrative Fund	_____
City Deposit to Pledged Revenue Fund	_____
Underwriter Discount [1]	_____
TOTAL USES	

(1) City Contribution consists of Annual Installment collected as of January 31, 2020.
(2) Includes Underwriter's counsel fees

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DEBT SERVICE REQUIREMENTS – THE BONDS*

The following table sets forth the anticipated total debt service requirements for the Bonds:

Year Ending (September 30)	Principal ($)	Interest ($)	Total ($)
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total			

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* Preliminary, subject to change.

OVERLAPPING TAXES AND DEBT

The land within the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

Overlapping Jurisdictions Tax Rates

The City, Williamson County, and the Leander Independent School District each levy ad valorem taxes upon land in the District for payment of debt and/or maintenance and operation expenses incurred by such entities. The City has no control over the level of ad valorem taxes or special assessments levied by other taxing authorities. The following tables reflects the overlapping ad valorem tax rates currently levied on property located in the District.

[TO COME]

Overlapping Debt Table

The District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes and assessments with respect to property within the District:

[TO COME]

Agricultural Use Valuation and Redemption Rights

If land is devoted principally to agricultural use, the landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. Agricultural use includes production of crops or livestock. It can also include leaving the land idle for a government program or for normal crop or livestock rotation. See "BONDHOLDERS' RISKS — Agricultural Use Valuation and Redemption Rights."

If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous three years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due. If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner may be able to maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land where use changed and not the entire tract.

In 2019, approximately 66.105 acres within in the District was entitled to valuation for ad valorem tax purposes based upon its agricultural use. Currently, only 27.083 acres remain in agricultural valuation. The Developer expects that the remainder of the property subject to agricultural valuation will be removed from agricultural valuation as development progresses. It is expected that rollback taxes will be paid by the Developer or purchasers from the Developer during development of the District and prior to the purchase of parcels or lots by homeowners.

Homeowner's Association

In addition to the Assessments and the taxes described herein, each residential lot owner in the District will pay to the Summerlyn West Residential Community Association, Inc. (the "HOA") an annual HOA fee that is currently assessed at $540 per lot, as well as a one-time fee of $250 at closing of the purchase of the home. All HOA fees are subject to change.

ASSESSMENT PROCEDURES

General

As required by the PID Act, when the City determines to defray a portion of the costs of the Authorized Improvements through the Assessments, it must adopt a resolution generally describing the Authorized Improvements allocable to the District and the land within the District to be subject to the Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared for the Authorized Improvements of the District (the "Assessment Roll"), which Assessment Roll shows the land within the District to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Authorized Improvements and funding the same with the Assessments. Following the hearing, the City levied the Assessments and adopted the Assessment Ordinance. Following such adoption, the Assessments became legal, valid and binding liens upon the property against which the Assessments are made. The Assessment Roll has been filed with the City Secretary and made available for public inspection.

Under the PID Act, the costs of the Authorized Improvements may be assessed by the City against the Assessed Property in the District so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Property similarly benefited. The allocation of benefits and Assessments to the benefitted land within the District is presented in the Service and Assessment Plan, which should be read in its entirety. See "APPENDIX B — Service and Assessment Plan."

The Service and Assessment Plan identifies the Assessments on all property in the District.

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Authorized Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Authorized Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Authorized Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, consisting primarily of the Assessments.

As set forth in the Service and Assessment Plan, the benefits received by the Authorized Improvements will be spread among the Assessed Property based on the estimated build-out value of each Parcel within the District. The Parcels are classified according to property type and Section, and for each lot type in each Section an estimate build-out value is provided on a per unit basis. The single-family lots (Lot Type 1 - 40 foot lots and Lot Type 2 - 50 foot lots) are classified according to lot size. See also "ASSESSMENT PROCEDURES – Assessment Amounts – Maximum Assessment" and Exhibit __ - SERVICE AND ASSESSMENT PLAN."

The City has determined the method of allocation for the costs of the Authorized Improvements will result in the imposition of equal shares of the Assessments on parcels similarly situated within the District. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer, all other current owners of property within the District and all future owners and developers within the District. See "APPENDIX B — Service and Assessment Plan."

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City will covenant to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, the City staff or designee of the City shall prepare, and the City Council shall approve, 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 Parcel. Annual Collection Costs shall be allocated pro rata among all Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law and available to the City, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced

as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit B of the Continuing Disclosure Agreement of the Issuer (see APPENDIX D-1 herein), and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due when billed on or about October 1 of each year, and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment Received	Cumulative Penalty	Cumulative Interest	Total
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments would be paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The maximum amounts of the Assessments have been established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installments for each Parcel. The Assessments have been levied against the Parcels comprising the Assessed Property as indicated on the Assessment Roll. See "APPENDIX B — Service and Assessment Plan."

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Assessed Property based on the estimated build-out value of each Parcel within the District. The Service and Assessment Plan identifies the Assessments on all property in the District. See "APPENDIX B — Service and Assessment Plan" and "ASSESSMENT PROCEDURES — Assessment Methodology."

Maximum Assessment. The Service and Assessment Plan establishes a maximum assessment per Lot Type (the "Maximum Assessment"). The Maximum Assessment for Lot Type 1 (as defined in the Service and Assessment Plan) is $14,859.48 and for Lot Type 2 (as defined in the Service and Assessment Plan) is $16,975.50, as reduced annually by the principal portion of the Annual Installment.

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of Assessed Property requesting the subdivision must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

Assessment Payer Concentration

The information appearing in the following table illustrates the largest Assessment payers in the District in the upcoming tax year 2020 and the percentage of Annual Installments to be paid by such property owners. The Developer currently owns the vast majority of property subject to the payment of the Assessments.

Assessment Payer	Amount of Assessment	Percentage
Pulte		
Homeowner		

True-up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of Assessed Property requesting the subdivision must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs (as defined in the Service and Assessment Plan) and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted Property (as defined in the Service and Assessment Plan), the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs (as defined in the Service and Assessment Plan) of completed Authorized Improvements are less than the Assessments, the Trustee shall apply amounts on deposit in the Improvement Account of the Project Fund that are not expected to be used for purposes of the Improvement Account Project Fund to redeem Outstanding Bonds, in accordance with the Indenture. The Assessments shall not, however, be reduced to an amount less than the Outstanding Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

Prepayment of Assessments

Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay all or part of any Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

Priority of Lien

The Assessments or any reassessments thereof, the expense of collection, and reasonable attorney's fees, if incurred, constitutes a first and prior lien against the Assessed Property, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance, until the Assessment is paid, and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any Assessed Property may pay the entire Assessment levied against any lot or Parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the special assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to Owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Property.

The City will covenant in the Indenture to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption of the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX A — Form of Indenture." See also "APPENDIX D-1 — Form of Disclosure Agreement of the Issuer" for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

The City will create the Additional Interest Reserve Account under the Indenture and will fund such account as provided in the Indenture. The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If there are insufficient funds to pay foreclosure costs, the Owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "SECURITY FOR THE BONDS — Additional Interest Reserve Account of the Reserve Fund," "APPENDIX A — Form of Indenture" and "APPENDIX B — Service and Assessment Plan."

THE CITY

Background

The City of Liberty Hill, Texas is a political subdivision and municipal corporation of the State, located in Williamson County, Texas. The City covers approximately 4.5 square miles. The City operates as a general law Type A municipality under the laws of the State. The City is a community located in Central Texas approximately 15

miles west of Georgetown and 35 miles northwest of Austin on State Highway 29. The 2010 U.S. Census data identified the City's population at 967 and the 2019 estimated population is 1,665.

City Government

The current members of the City Council and their respective expiration of terms of office are as follows:

Name	Place	Term Expires (May)
Rick Hall	Mayor	2020[1]
Steve McIntosh	Place 1	2021
Kathy Canady	Place 2	2020[1]
Gram Lankford	Place 3	2021
Tony DeYoung	Place 4	2020[1]
Liz Rundzieher	Place 5, Mayor Pro Tem	2021

[1] As a response to the outbreak of COVID-19, an infectious disease that has been classified as a pandemic by the World Health Organization, on March 18, 2020 the Governor of Texas issued an Executive Order that suspended certain provisions of the Texas Election Code, to allow political subdivisions that would otherwise hold elections on May 2, 2020 to move their general and special elections for 2020 to the next uniform election date of November 3, 2020. The City has taken action to postpone its May 2, 2020 council election until November 3, 2020. Current Councilmembers will retain their seats until the postponed election takes place.

Select Administrative Staff of the City:

Name	Position
Lucie Hale	Chief Operating Officer
Nancy Sawyer	City Secretary
Becky Wilkins	Finance Director
Tad Cleaves	City Attorney

Education

The City is within the jurisdiction of two school districts, Liberty Hill Independent School District ("Liberty Hill ISD") and Leander Independent School District ("Leander ISD"). Liberty Hill ISD has an estimated student enrollment of over 4,400. Liberty Hill ISD has three elementary schools, one intermediate school, one junior high school and one high school.

The District is entirely within and will be served by Leander ISD. Leander ISD has an estimated student enrollment of over 41,300. Leander ISD has 27 elementary schools, 9 middle schools, 6 high schools, and 2 alternative learning schools. The District is zoned to Larkspur Elementary School, Wiley Middle School for the 2019-2020 school year, Danielson Middle School for the 2020-2021 school year, and Glenn High School. All of the schools have an accountability rating of "Met Standard" by the State. The Liberty Hill ISD School Board may change school boundaries from time to time and there is no requirement that students residing in the Development be permitted to attend the school which is closest to the Development. In addition, there are a number of undergraduate and graduate school programs located within a short driving distance from the Development, including Southwestern University, The University of Texas at Austin, St. Edward's University, Huston-Tillotson University, Concordia University and Austin Community College.

Major Employers

The major employers in the City as of 2018 are set forth in the table below:

Employer	Product or Service	No. of Employees
Liberty Hill ISD	Education	475
Meridell Achievement Center	Healthcare	200
H K Computers	Information Technology	150
Dahlia's Café	Restaurant	75
Pedernales Electric Co-Op	Electric Utility	50
P&C Communications	Network Cabling	35
International Print & Pack	Labels & Packaging	32
Edel Golf	Gold Equipment Mfg.	30
City of Liberty Hill	Government	21

Source: MAC Texas

Demographic and Economic Statistics

Fiscal Year	Estimated Population[1]
2015	1,392
2016	1,620
2017	1,900
2018	2,433
2019	2,993

Sources:
[1] MAC Texas

Employment Rates (Williamson County)

	Average Annual				
	2020[1]	2019	2018	2017	2016
Civilian Labor Force	306,343	313,899	300,336	291,101	278,740
Total Employed	284,834	305,127	291,168	281,581	269,396
Total Unemployed	21,509	8,772	9,168	9,520	9,344
Unemployed Rate	7.5%	2.8%	3.1%	3.3%	3.4%

Source: Texas Labor Market Information
[1] As of June, 2020. See "BONDHOLDERS RISKS - Infectious Disease Outbreak – COVID-19" for a discussion of the potential effect on unemployment as a result of the global COVID-19 infectious disease pandemic.

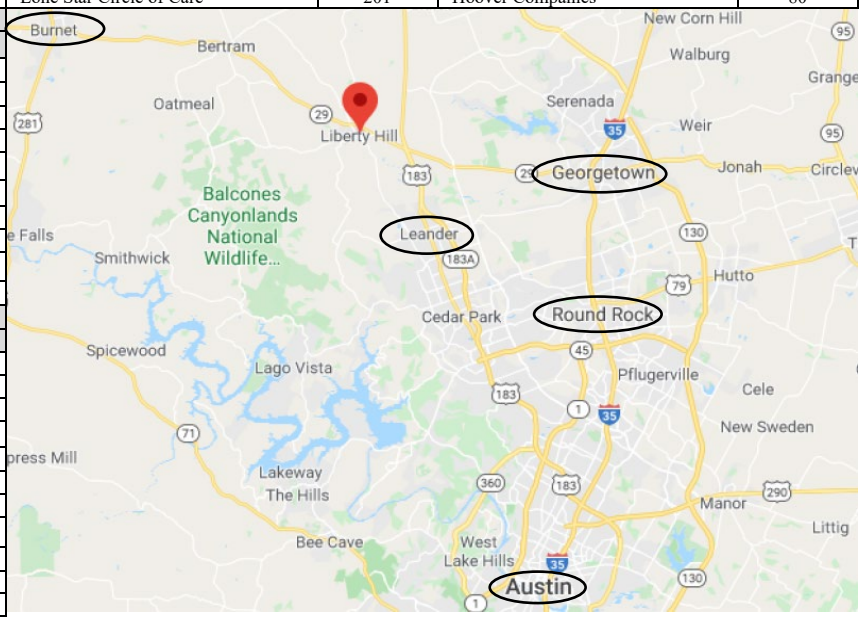
Source: City of Liberty Hill

Surrounding Employment Activity

City of Round Rock		City of Georgetown		City of Burnet	
Approximately miles 21 from the City		Approximately 15 miles from the City		Approximately 20 miles from the City	
Employer	**Employees**	**Employer**	**Employees**	**Employer**	**Employees**
Dell Inc.	13,000	Williamson County	1,795	Burnet CISD	495
Round Rock ISD	6,106	Georgetown ISD	1,543	Burnet County	316
City of Round Rock	1,005	City of Georgetown	870	Stealth Products	150
Emerson Process Management	875	Airborn, Inc.	600	City of Burnet	148
Round Rock Premium Outlets	800	St. David's Hospital	500	Entegris	141
Scott & White University Medical Campus	750	Wesleyan Homes	470	Texas Dept of Criminal Justice	130
Round Rock Medical Center	689	Southwestern University	450	Seton Highland Lakes	120
Sears Teleserv	600	Caring Home Health	310	HEB	116
Liquidation Channel	600	Rock Springs Hospital	218	YMCA of the Highland Lakes	90
Wayne, a GE Energy Business	550	Lone Star Circle of Care	201	Hoover Companies	80

City of Austin	
Approximately 33 miles from the City	
Employer	**Employees**
State of Texas	37,890
University of Texas at Austin	23,925
City of Austin	14,038
HEB Grocery	13,000
Dell Computer Corporation	3,000
Austin ISD	11,379
St David's Healthcare Network	10,309
Seton Healthcare Network	9,947
Samsung Austin Semiconductor	8,935

City of Leander	
Approximately 8 miles from the City	
Employer	**Employees**
Leander ISD	1,000
G&R Electric Construction	300
City of Leander Police Department	175
H E Butt Grocery Co.	160
Lowe's Home Improvement Center	140
Utz Environmental Services	140
Mobile Crete Inc.	101
HL Chapman Pipeline Construction	100
Preferred Care at Home	99
Centex Plaster	99



Source: MAC Texas

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by Resolution No. 18-R-01 of the City adopted January 8, 2018, in accordance with the PID Act (the "Creation Resolution") for the purpose of undertaking and financing the costs of certain public improvements within the District, including the Authorized Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed in a section. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on pages v and vi hereof.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a property owner for the costs of the financing, acquisition or improvement of projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a property owner for the costs of, the financing, acquisition, construction or improvement of the Authorized Improvements. See "THE AUTHORIZED IMPROVEMENTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City and the Developer have entered into the Financing Agreement for the purpose of reimbursing the Developer for a portion of the costs of certain road, water, sewer, drainage, park and trail improvements within and outside the District comprising the Authorized Improvements, and to finance the City's reimbursement obligation through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through the portion of the Assessments and Annual Installments levied and collected against the Assessed Property in the District that constitute Pledged Revenues under the Indenture. See "ASSESSMENT PROCEDURES" and "APPENDIX B — Service and Assessment Plan."

Assessment Collection

The first Annual Installments were billed in October, 2019 and were due January 31, 2020. Collections as of February 3, 2020 are listed below.

Assessment Year 2019	Amount of Installments Levied	Amount of Annual Installments Collected	Percentage
2020	$496,400	$496,400	100%

THE AUTHORIZED IMPROVEMENTS

General

The Authorized Improvements consist of certain grading, water system, sanitary sewer system, storm drainage system and parks and trail improvements within and outside of the District, as well as consultant fees related to the same. Design and construction of the Authorized Improvements is governed by the Financing Agreement.

The District has an approved master plan and approved PUD zoning to support the current and future subdivision of the District into 447 single-family lots (of which Section 1 and Section 2 have been platted). As of June 30, 2020, the Developer has spent funds in excess of $7,653,800 improving the District, which includes the $5,813,193 for the costs of the Authorized Improvements and $1,840,607 on private improvements that will not be dedicated to the City. The Authorized Improvements and the private improvements will be funded by the Developer from cash and equity. See "APPENDIX B – Service and Assessment Plan."

The following table reflects the expected combined costs of the Authorized Improvements as provided in the Service and Assessment Plan.

Type of Authorized Improvement	Estimated Costs	Expected Completion Date	Actual Costs Expended[1]
Road Improvements	$2,745,282	October 2021	900,814
Drainage	$3,636,340	October 2021	2,007,424
Water	$1,438,167	October 2021	729,031
Sanitary Sewer	$1,689,193	October 2021	594,199
Parks/Trails	$1,603,600	October 2021	36,450
Soft Costs	$2,348,730	October 2021	1,353,933
Contingency	$1,150,223	October 2021	8,826
Project Management	$ 578,500	October 2021	182,516
Total Costs:	$15, 190,025		$5,813,193

(1) As of June 30, 2020.

Of the costs identified above, the Developer has expended $5,813,193 as of June 30, 2020 on the construction of the Authorized Improvements. A portion of these costs will be reimbursed from the proceeds of the Bonds.

Ownership and Maintenance of Improvements

The City will provide for the ongoing operation, maintenance and repair of the Authorized Improvements constructed and conveyed. The HOA will own and operate the amenities within the Development. See "THE DEVELOPMENT – Amenities."

APPRAISAL OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. The Aegis Group, Inc. (the "Appraiser" or "Aegis"), prepared an appraisal report for the City dated February 21, 2020, based upon a physical inspection of the District on February 21, 2020 (the "Appraisal"). The Appraisal was prepared at the request of the City and the Underwriter. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX G and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX G — Appraisal Report."

Value Estimates. The Appraiser estimated the market value of the fee simple interest in the tract of land comprising the District on an "As Is" basis. The "As Is" basis assumes that all of the Authorized Improvements are in place as of the effective date of the Appraisal. See "THE DEVELOPMENT." See "APPENDIX G — Appraisal Report."

The appraised property is located in the far western sector of Williamson County approximately 30 miles northwest of the downtown central business district of the City of Austin and being located within the City of Liberty Hill, Texas. The property is situated south of CR 263 and north of River Run, west of existing sections of the Summerlyn subdivision, within Liberty Hill, Texas. The Summerlyn West Subdivision is situated in Leander ISD. The Appraisal provides that the land uses in the immediate area are existing and ongoing sections of the Summerlyn subdivision, vacant land, with railroad tracks along the western property line.

The neighborhood surrounding Liberty Hill is currently primarily a bedroom community, with most residents commuting to work. Until recently, the neighborhood was considered a rural community. The area's population is small, but the projected growth rate is strong, with entry level and move-up housing as the driving forces behind the population increase. An extensive amount of new residential and commercial development has occurred in and around the City over the past few years, including several other subdivisions such as Wildlife, Larkspur, Grayson, Santa Rita Ranch South, Liberty Parke, and Stonewall. The neighborhood will benefit from persons searching for affordable housing searching farther from the center of Austin, as most areas close to Austin, Leander, Cedar Park, and Round Rock get built out, and this trend is expected to continue into the foreseeable future.

Outlook and Conclusions

The Appraisal states that the subject areas of Williamson County and the Austin metropolitan area remain in a growth stage, with a strong demographic profile. The Appraisal judges that employers and office development interests will continue to focus on this area for expansion in the coming decade, based on historic growth patterns in the region, as well as the overall pro-growth mentality of Williamson County.

Population in the area is one of the fastest growing in the U.S. over the last several decades, exhibiting on average +3% annual population growth for over 20 years. The area benefits from good transportation linkages, although Travis County lags behind surrounding counties, and positive employment growth trends as the area becomes one of the leading technology centers in the nation. The result of the corporate expansion of Apple, Facebook, Amazon, Google, Indeed and more into the area has resulted in strong market conditions for pretty much all property types, both residential and commercial.

Residential Analysis. According to the Appraisal, in the Austin/Georgetown MSA, building permits showed a strong increase in the years 2011 through 2019, with the number of building permits issued increasing nearly 200% since the low point in 2010 and over 18,000 permits issued in the region in the last 12 months.

The Appraisal states that new home activity in the area is strongest in sub-markets outside of the City of Austin, and the City was one of the top five sub-markets for new home starts for the four quarters ending in 4Q 2019. The five areas together accounted for approximately 40% of all new home starts in the Austin region last year, with new home pricing information for 2019 indicated that nearly 50% of all new home starts in the quarter were priced below $300,000.

Value to Assessment Burden Ratio

The Appraisal states that as of the date of the Appraisal, infrastructure for a residential subdivision is already in place for the 128 lots in Section 1 and vertical construction of homes is beginning, with approximately 70 homes under construction. Future sections remain vacant, but both District funded and non-District reimbursable infrastructure development has begun, and the majority of the Authorized Improvements that are reimbursable by the Bonds are already in place. The Appraisal states that when complete, there will be 271 40-foot lots and 179 50-foot lots. The existing and proposed 450 lot Summerlyn West subdivision represents the highest and best use of the site. The appraisal was completed utilizing the Sales Comparison Approach to estimate the raw land value of the subject vacant land tracts, and the individual lot values. The comparable land and lot sales are judged to closely bracket the appraised property and are adequate in supporting absorption projections. Demographic analysis was also utilized in support as well as market indications.

The Appraisal states that based off a highest and best use analysis for what is physically possible and legally permissible on the subject land, a phased residential development of the 450 lot Summerlyn West development would be the highest and best use of the site as vacant and as improved with the Authorized Improvements.

The primary security for the Bonds will consist of Pledged Revenues (which, in turn, primarily consist of the Annual Installments of the Assessments). Subject to the extraordinary assumptions and hypothetical conditions stated therein, the Appraisal sets forth the estimated "As Is" value of the property subject to assessment within the District to be $21,000,000. This value estimate calculates to an "as complete" unit value of $46,980 per lot. As noted above, the estimated "As Is" value of the property within the District assumes (among other matters) completion of the Authorized Improvements for the entire development, a portion of which will be financed with the proceeds of the Bonds. See "THE DEVELOPMENT."

When compared to the estimated "As Is" value of the assessable property in the District ($21,500,000), the aggregate principal amount of the Bonds $7,040,000* has an estimated value to assessment burden ratio of 3:0 to 1.

In comparing the appraised value of the real property within the District and the aggregate principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Assessment can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Assessments of the owners of such parcels within the District unless all of the property is subject to a delinquent Assessment. In any event, individual parcels may be foreclosed upon separately to pay delinquent Assessments levied against such parcels.

Other public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Liens created on the property within the District through the levy of ad valorem taxes are a first and prior lien superior to all others and the lien for Assessments are superior to all liens except for a lien for ad valorem taxes levied by taxing entities. For example, construction loans may be obtained by the Developer or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be in a junior position to ad valorem tax and assessment liens. See "OVERLAPPING TAXES AND DEBT" and "ASSESSMENT PROCEDURES."

* Preliminary, subject to change.

The Appraisal states that "The effective date of appraisal is February 21, 2020. In developing our opinion of market value of the subject property as of the date of appraisal we incorporated the most recent available market data. In light of the increasing volume of negative global economic news resulting from the impacts from COVID-19, we recognize the possibility that at some point in near the future there may be some degree of influence on property values in the Central Texas real estate market. However, as of the effective date of the appraisal we found no market evidence available to suggest we adjust our opinion of market value for this factor."

None of the Underwriter, the Developer, or the City makes any representations as to the accuracy, completeness, assumptions or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the Developer, the City and the Underwriter make no representation as to the reasonableness of such assumptions.

Prospective investors should read the complete Appraisal in order to make an informed decision regarding any contemplated purchase of the Bonds. The complete Appraisal Report is attached hereto as APPENDIX G.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed portions of this Limited Offering Memorandum and warrants and represents that neither (i) the information under the caption "THE DEVELOPMENT" nor (ii) the information relating to the Developer's plan for developing the Development under the subcaption "BONDHOLDERS' RISKS — Dependence Upon Developer" contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Overview

The Development is an approximately 95.085-acre development, containing the majority of the land comprising the master planned residential community known as "Summerlyn West." The Development is located wholly within the corporate limits of the City, in Williamson County, Texas, approximately 15 miles west of Georgetown and 33 miles northwest of Austin.

General information regarding the ownership of land within the District is found under the caption "PLAN OF FINANCE – The Development."

The Developer is currently the majority owner of the property within the District. The Developer is the only current active homebuilder within the Development. See "Status of Development in the District."

The Development will include a variety of parks, trails, and open space areas for its residents, and others, to enjoy. Furthermore, the Development is located within Leander ISD. In addition, the Development will contain private amenities, including a pool, pool house, basketball court, and playscape and enhanced landscaping. See " – Amenities."

Assessment and Value to Lien [1]

Lot Type	Lot Size [2]	Number of Lots [2]	Appraised Value per Lot [3]	Total Appraised Value [3] [4]	Buildout Value per Lot [2]	Buildout Value by Lot Type [2]	Assessment Per Lot Type [3] [4]	Assessment per Unit [3] [4]	Value to Lien - Lot Value	Value to Lien - Buildout
1	40 '	259	$ 44,325	$ 11,480,218	$ 232,090	$ 60,111,310	$ 3,848,606	$ 14,859	3.0 : 1	42.5 : 1
2	50 '	188	$ 50,637	$ 9,519,782	$ 265,140	$ 49,846,320	$ 3,191,394	$ 16,975	3.0 : 1	42.5 : 1
Total / Average:		**447**	**$ 46,980**	**$ 21,000,000**	**$ 245,990**	**$ 109,957,630**	**$ 7,040,000**	**$ 15,749**	**3.0 : 1**	**42.5 : 1**

[1] Preliminary and subject to change.
[2] Provided by the Developer and as disclosed in the 2020 Amended & Restated Service and Assessment Plan Updated for the Issuance of the PID Bonds
[3] Based on the aggregate appraised value as stated in the Appraisal provided by the Aegis Group, Inc., dated April 15, 2020.
[4] Allocation based on estimated buildout values as provided by the Developer.
[5] Buildout values provided by the Developer.

Assessment, Value to Lien and Annual Installment Per Lot [1]

Lot Type	Lot Size [2]	Number of Lots [2]	Appraised Value per Lot [3]	Buildout Value per Lot [2]	Buildout Value by Lot Type [2]	Assessment Per Lot Type [3] [4]	Assessment per Lot [3] [4]	Maximum Annual Installment per Lot	Value to Lien - Lot Value	Value to Lien - Buildout Value [5]	Buildout Value Tax Rate Equivalent [5]
1	40 '	259	$ 44,325	$ 232,090	$ 60,111,310	$ 3,848,606	$ 14,859.48	$ 1,043.14	3.0 : 1	42.5 : 1	$ 0.4495
2	50 '	188	$ 50,637	$ 265,140	$ 49,846,320	$ 3,191,394	$ 16,975.50	$ 1,191.68	3.0 : 1	42.5 : 1	$ 0.4495
Total / Average:		**447**	**$ 46,980**	**$ 245,990**	**$ 109,957,630**	**$ 7,040,000**	**$ 15,749.44**	**$ 1,105.62**	**3.0 : 1**	**42.5 : 1**	**$ 0.4495**

[1] Preliminary and subject to change.
[2] Provided by the Developer and as disclosed in the 2020 Amended & Restated Service and Assessment Plan Updated for the Issuance of the PID Bonds
[3] Based on the aggregate appraised value as stated in the Appraisal provided by the Aegis Group, Inc., dated April 15, 2020.
[4] Allocation based on estimated buildout values as provided by the Developer.
[5] Buildout values provided by the Developer.

Completed and Anticipated Build-Out Schedule of Development

The Developer expects to complete the Development in approximately five (5) sections with full buildout occurring over an approximately 3-year period.

Section[1]	Single-Family Lots	Actual/ Expected Infrastructure Completion Date	Expected Final Home Sales
1	128	8/19/2019	12/31/2020
2	92	10/15/2020	12/31/2021
3	69	8/01/2021	9/30/2022
4	100	08/02/2022	12/31/2023
5	58	08/01/2022	12/31/2023

(1) The Sections listed above constitute phased development within the Development.
Source: Developer

Status of Development in the District

Section 1 Lot Status	No. of Lots
Vacant finished lots	52
Lots with spec/model homes under construction	6
Lots under contract with homes under construction	38
Lots with completed, closed homes	32
Total Lots	**128**

Source: Developer. As of June 30, 2020.

As of June 30, 2020, thirty-two homes have been completed and closed to individual homeowners within the District. Forty-seven (47) homes had been sold and were under contract, but not closed, and were in various phases of construction. An additional six (6) spec or model homes were under construction. For a discussion of the City's foreclosure rights with respect to homes that are designated as a homestead under Texas law, see "BONDHOLDER' RISKS – Assessment Limitations."

The Developer projects that the remaining lots owned by the Developer will be sold to homebuyers by April, 2023. SUCH PROJECTION IS BASED SOLELY ON THE DEVELOPER'S CALCULATIONS. THERE CAN BE NO GUARANTEE THAT SUCH PROJECTION WILL BE ACHIEVED.

Lot Sizes; Estimated Home Prices:

Lot sizes will range from 40 to 50 feet (measured by front-footage). The Developer estimates home prices to range generally from $250,000 to $325,000.

Amenities

The Development is anticipated to contain walking paths, an amenity area that contains a playscape, with construction scheduled to begin January, 2021 and be completed by July, 2021.

Municipal Utility Districts

There are seven (7) active municipal utility districts (collectively, the "MUDs") wholly within the extraterritorial jurisdiction of the City that are also single-family housing developments, some of which may compete with the Development. The MUDs consist of the following: Stonewall Ranch MUD, Williamson-Liberty Hill MUD, MUD No. 13, Williamson County MUD No. 19, Williamson County MUD No. 19A, Williamson County MUD No. 19B, and Williamson County MUD No. 23. Pulte is also the developer and builder for MUD No.13 which is adjacent to the District.

Four (4) of the MUDs have various non-annexation and consent agreements with the City. These generally prevent the City from annexing the area unless certain conditions are met, such as explicit consent or a majority vote of a governing body, or the term of the agreement expires. Although they are in the City's extraterritorial jurisdiction, each MUD is a sovereign governmental entity able to tax and issue debt pursuant to State law and the voters in each MUD.

The City, through its regional wastewater facility, provides wastewater services to various MUDs and will provide such services to the District. However, the City of Georgetown provides water service in the City's extraterritorial jurisdiction, and the Service and Assessment Plan states that water improvements within the District will be conveyed to Georgetown Utility System. As of April 1, 2019, the City provides wastewater services to three of the MUDs, as well as to one other municipal utility district which is not contained within the City's extraterritorial jurisdiction. Agreements are currently in place between the City and the following MUDs: Williamson County MUD No. 12 (not located within the City's extraterritorial jurisdiction), MUD No. 13, Williamson County MUD No. 19, and Williamson County MUD No. 19A.

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Photographs of the District

Completed roadway and lots

Completed roadway, lots and homes under construction

Completed lots

Zoning/Permitting

Pursuant to the City of Liberty Hill Ordinance No. 17-0-40, the Developer secured planned unit development ("PUD") zoning, which allows for development of various lot sizes throughout the project. In addition, the PUD zoning provides for tailored design regulations within the Development. A copy of Ordinance No. 17-0-40 is available from the City.

Environmental

A Phase One Environmental Site Assessment (the "Phase One ESA") of the property within the District was completed in February, 2018. Based on the information presented in the Phase One ESA, there was no evidence that the Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

Utilities

The City will provide wastewater service to the Development. Georgetown will supply water to the Development, and all public water infrastructure improvements will be conveyed to Georgetown. The City's current wastewater capacity is sufficient to serve all Sections planned within the District. Additional utilities are provided by: (1) Phone/Data – AT&T and Spectrum (2) Electric – PEC and (3) Cable – AT&T and Spectrum.

Competition

The Development is expected to compete with existing home developments as well as new residential home developments in the immediate vicinity. The following are some of the competing new residential home developments located within close proximity of the Development:

Project Name	Project Type	# Units/SF	Location
Larkspur	Single-Family	+/- 1,603	Leander, TX
WildLeaf	Single-Family	+/- 282	Leander, TX
Grayson	Single-Family	+/- 180	Leander, TX

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those competing projects that are geographically close to the Development.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Limited Offering Memorandum and warrants and represents that the information contained herein under the captions "PLAN OF FINANCE — The Development" and "- Development Plan," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," and "CONTINUING DISCLOSURE — The Developer" and "Compliance with Prior Undertakings – The Developer" and to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements, and the Development), and "LEGAL MATTERS — Litigation – The Developer," is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

The only currently active Developer within the District is Pulte. Pulte is a public company subject to the information requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports and other information with the Securities Exchange Commission ("SEC"). Reports, proxy statements and other information filed by Pulte can be inspected at the office of the SEC at Judiciary Plaza, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Regional Office of the SEC located at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material can be obtained from the Public Reference Section of the SEC at 450 Fifth Street, N.W. Washington, D.C. 20549, at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005. The SEC maintains a website at http://www.sec.gov that contains reports, proxy information statements and other information regarding registrants that file electronically with the SEC.

In addition, Pulte makes available on its web site http://www.pulte.com its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. **Unless otherwise specified, information contained on Pulte's website, available by hyperlink from Pulte's website or on the SEC's website, is not incorporated into this Limited Offering Memorandum.**

Pulte is the third largest homebuilder in the nation and the third largest homebuilder in the central Texas area, with a market share of approximately 8%. Currently, Pulte is developing lots and building homes in the central Texas area at a rate of approximately 1,258 per year.

In general, the activities of a landowner or developer within the District have included or will include purchasing land within the future district, petitioning for creation of the district, designing the development, defining a marketing program, planning building schedules, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, paving, water, sewer, and drainage facilities) pursuant to the rules and ordinances of overseeing governmental entities, and then selling improved lots or commercial reserves to builders, other developers or third parties. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within the district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development and deficit-funds required expenses, including HOA obligations as required to assure the positive outcome of the project.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for

development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of the revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Marketing of the Development

The Developer maintains a sales office and signage within the development. In addition, the Developer maintains an active website, and engages in online advertising. See www.pulte.com.

History and Financing of the Development

The Developer acquired the property in the District in 2018 for a purchase price of $5,213,090 from Trine. The Property was paid with cash and the cost of constructing the Authorized Improvements within the District is expected to be initially funded from cash by Pulte. There is no outstanding loan on the Property.

Any shortfall between the amount of the Bond proceeds deposited at closing to complete the Authorized Improvements and the total Actual Cost (as such term is defined in the Service and Assessment Plan) to complete the Authorized Improvements (a "Funding Shortfall") will be subject to an agreement between the Developer and the Trustee entered into prior to closing of the Bonds (the "Completion Agreement"). The Developer agrees, prior to closing of the Bonds, to either (i) pay to the Trustee the amount of the Funding Shortfall to be deposited by the Trustee pro rata into the appropriate account or subaccount of the Project Fund created pursuant to the terms of the Indenture, or (ii) no later than five (5) business days prior to closing, provide evidence to the Trustee that sufficient funds are available to the Developer to fund the Funding Shortfall in the form provided in the Completion Agreement and complete the Authorized Improvements.

In accordance with the Completion Agreement, and upon completion and acceptance by the Issuer or the City of Georgetown, Texas ("City of Georgetown"), the City or the City of Georgetown shall own and maintain all of the Authorized Improvements.

The Developer may not fund certain amenities and enhancements (as defined in the Financing Agreement) (the "Amenities and Enhancements") with the Bond proceeds, so the Amenities and Enhancements must be completed according to the timeframe provided in the Financing Agreement. The Developer may not request an amendment to the Financing Agreement which would result in or make changes to the Authorized Improvements which would impair the marketability of the homes or lots within the District without first obtaining the written consent of the Trustee. The Developer shall provide notice of any changes to the Amenities and Enhancements at least twenty (20) days prior to requesting such an amendment to the Financing Agreement.

THE ADMINISTRATOR

The following information has been provided by the Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Administrator has reviewed this Limited Offering Memorandum and warrants and represents that the information herein under the caption "THE ADMINISTRATOR" does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The City has selected P3Works, LLC as the initial Administrator. The City has entered into an agreement with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the

Service and Assessment Plan. The Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and is based in Austin, Texas and North Richland Hills, Texas.

The Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan
- Preparation of assessment rolls for County billing and collection
- Establishing and maintaining a database of all County parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquiries
- Determination of Prepayment amounts
- Preparation and review of disclosure notices with Dissemination Agent
- Review of Developer draw requests for reimbursement of authorized improvement costs

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

General

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within the District to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District should proceed more slowly than expected and the Developer, as the majority owner of the Assessed Property, is unable to pay the Assessments, only the value

of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

No Rating

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Assessment Limitations

Annual Installments of the Assessments are billed to property owners in the District. Annual Installments are due and payable in the same manner, and bear the same penalties and interest for non-payment, as ad valorem taxes as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year, and the Annual Collection Costs for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy" herein.

Upon an ad valorem tax lien foreclosure event of a property within the District, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, § 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN THE DISTRICT.

Risks Related to the Current Real Estate Market

Eleven years ago, the real estate market experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, reduced the availability of mortgages to many potential home buyers, making entry into the real estate market difficult. Such downturns in the real estate market and other factors, including general economic conditions, are beyond the control of the Developer or the City and are impossible to predict, and may impact the timing of lot and home sales within the District.

Competition

The housing industry in the Austin area is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever commence or be completed in accordance with the Developer's expectations. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

Loss of Tax Exemption

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS" herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, including recently enacted tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments

to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

PACE Lien Priority

Pursuant to Chapter 399, Texas Local Government Code, as amended, (the "Property Assess Clean Energy "Act" or "PACE") commercial property owners in Texas may obtain long-term financing for water conservation, energy-efficiency, and renewable energy projects. The financing is repaid through an assessment levied by a city or county. This assessment is a first and prior lien against the property and has the same lien priority as ad valorem taxes, from the time the lien is recorded in the County real property records. As such, to the extent that a property subject to both an Assessment and also a PACE assessment is foreclosed on for nonpayment of taxes or assessments, the proceeds from the foreclosure sale of the property, would be used first to pay and any delinquent ad valorem taxes and the PACE lien.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments.

Depletion of Reserve Fund; No Prefunding of Additional Interest Reserve Account

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Fund. The Additional Interest Reserve Account of the Reserve Fund is not funded from the proceeds of the Bonds. Instead, the Additional Interest Reserve Requirement of the Additional Interest Reserve Account is accumulated over the course of approximately twelve (12) years by the mechanism described in "SECURITY FOR THE BONDS – Additional Interest Reserve Account of the Reserve Fund." The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund or from the Additional Interest Reserve Account of the Reserve Fund, the amounts within such account equal less than the Reserve Account Requirement or the Additional Interest Reserve Requirement, as applicable, the Trustee shall transfer an amount from the Pledged Revenue Fund to the respective Account within the Reserve Fund sufficient to cure such deficiency. See "SECURITY FOR THE BONDS — Reserve Account of the Reserve Fund" and "– Additional Interest Reserve Account of the Reserve Fund."

Hazardous Substance

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or "Superfund Act," is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with

respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See "THE DEVELOPMENT — Environmental" for discussion of previous Phase One ESA performed on property within the District.

100-Year Flood Plain

No platted lots within the District will be located within an official FEMA 100-year flood plain.

Regulation

Development within the District may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Bondholders' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of at least twenty-five percent (25%) of the Owners of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and the City's obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Owners of the Bonds cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) ("*Tooke*") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued," in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections

271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities. The City is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by the Act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that Owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) ("*Wasso*n"), the Texas Supreme Court addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that "a city's proprietary functions are not done pursuant to the 'will of the people'" and protecting such municipalities "via the [S]tate's immunity is not an efficient way to ensure efficient allocation of [S]tate resources." While the Court recognized that the distinction between governmental and proprietary functions is not clear, the *Wasson* opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed *Wasson* again in June 2018 and clarified that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory guidance at the time of inception of the contractual relationship. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgment, is justiciable against a municipality.

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Bankruptcy Limitation to Bondholders' Rights

The enforceability of the rights and remedies of the Owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary

to carry out the plan, (4) Annual Collection Costs are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the Owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Management and Ownership

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

General Risks of Real Estate Investment and Development

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

The Development cannot be initiated or completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each section of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

Dependence Upon Developer

As of June 30, 2020, the Developer owned 415 out of 447 lots in the District and, therefore, has the obligation for payment of the currently outstanding Assessments for such lots. The ability of the Developer as a landowner to make full and timely payment of the Annual Installments of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds.

The Developer does not guarantee nor is it obligated to pay debt service on the Bonds. However, payment of the Assessments on the Assessed Property that have not been sold to individual owners will initially be the responsibility of the Developers as the initial owners of the Assessed Property.

Availability of Utilities

The progress of development within the Development is dependent upon Georgetown providing adequate water and the City providing adequate wastewater service to the Development. If Georgetown fails to provide water or the City fails to provide wastewater services to the property in the District, the Development cannot be substantially completed and the Developer will not be able to construct homes. See "THE DEVELOPMENT — Utilities."

City Wastewater Service

As a result of the inspections in May 2018, the TCEQ commenced an enforcement action in 2018 against the City with respect to its wastewater system. The TCEQ alleged approximately 7 excursions from Liberty Hill's wastewater discharge permit. The City agreed with some of the allegations and disagreed with others. As a result of ongoing City and the TCEQ have reached an Agreed Order.

The City agreed to a penalty of $114,563.00. Of this amount, $22,912.00 will be deferred pending compliance with certain actions and improvements undertaken by the City with respect to its wastewater system, as set forth in the Agreed Order. The remaining $91,651.00 will be used by the City to complete a Supplemental Environmental Project (SEP). In effect, as opposed to paying the penalty to TCEQ, the City will expend such funds to make improvements to its wastewater system. The City is also in the process of constructing a new lift station that will serve the property.

Use of Appraisal

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in an appraisal is based on various assumptions of future expectations and while the appraiser's forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

In performing its analyses, an appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the appraiser's, underwriter's and City's control, as well as to certain factual matters. Furthermore, the appraiser's analysis, opinions and conclusions are necessarily based upon market, economic, financial and other circumstances and conditions existing prior to the valuation.

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the Development available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. (See "OVERLAPPING TAXES AND DEBT" herein.) Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclose sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

Absorption Rate

There can be no assurance that the Developer will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the District, could impair the economic viability of the Authorized Improvements and could reduce the ability or desire of property owners to pay the Assessments.

Risk from Weather Events

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through weather events that include strong winds, flooding and heavy rains. It is impossible to predict such weather events and the impact they may have on the City, including land within the Development.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of Property subject to the Assessments, existing real estate and financial market conditions and other factors.

Potential Future Changes in State Law Regarding Public Improvement Districts

In October 2017, the 85th Texas Legislature House of Representatives and the 85th Texas Legislature Senate issued interim charges to the 85th Texas Legislature House Committee on Special Purpose Districts and the 85th Texas Legislature Senate Intergovernmental Relations Committee (collectively, the "Interim Committees"), respectively, requesting the study of special purpose districts and potential bond issuance reforms. The charges to the Interim Committees included review, hearings and testimony related to changes to and oversight of bonds secured by special assessments.

In December 2018, the 85th Texas Legislature House Committee on Special Purpose Districts released its Interim Report to the 86th Texas Legislature (the "House SPD Report"). The House SPD Report recommended that a Senate committee substitute to a bill proposed during the 82nd Texas Legislature in 2011, HB 1400 (the "HB 1400 Committee Substitute") which set forth a tiered system for the findings required by a county or municipality prior to the issuance of bonds, be resurrected and re-examined in order to provide oversight for assessment. Under the HB 1400 Committee Substitute:

- prior to the issuance of bonds or obligations wholly or partly payable from or secured by assessments, the governing body of a municipality with a population of 250,000 or less or the governing body of a county with a population of 1 million or less issuing the bonds or obligations must find and determine the following:
    - construction of all underground water, wastewater, and drainage facilities and roadways to serve the real property liable for assessments necessary to support the payment of the bonds or obligations is at least 95 percent complete; and
    - construction of at least 25 percent of the houses or other buildings on the real property liable for assessments and necessary to support the bonds or obligations has been completed.
- prior to the issuance of bonds or obligations wholly or partly payable from or secured by assessments, a municipality with a population of more than 250,000 or a county with a population of more than 1 million issuing the bonds or obligations must obtain an independent market study from a firm recognized in the area of real estate market analysis supporting the development projects for the real property liable for assessments and necessary to support the payment of the bonds or obligations.

The findings of the House SPD Report suggested committee support applying standards similar to those applied by the Texas Commission of Environmental Quality (the "TCEQ") to bonds issued by municipal utility and other independent special purpose districts to bonds issued by cities and counties under the PID Act.

In December 2018, the 85th Texas Legislature Senate Intergovernmental Relations Committee released its Interim Report to the 86th Texas Legislature (the "Senate IGR Report"). The Senate IGR Report found that, based on testimony received by the committee, standards imposed by cities relating to the issuance of assessment-backed public

improvement district bonds exceeded the standards applied by the TCEQ to bonds issued by municipal utility and other independent special purpose districts. The Senate IGR Report did not recommend any further action to the 86th Texas Legislature relating to assessment backed bonds.

The Texas Legislature convenes in odd numbered years, and the 86th Texas Legislature convened on January 8, 2019. The House of Representatives of the 86th Texas Legislature did not convene a House Special Purpose Districts Committee, and instead transferred portions of its jurisdiction to the 86th Texas Legislature House Committee on Natural Resources and the 86th Texas Legislature House Committee Urban Affairs. The 86th Texas Legislature Session ended on May 27, 2019, with no legislation being introduced which proposed the provisions of the HB 1400 Committee Substitute. However, it is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds.

Failure or Inability to Complete Proposed Development

Proposed development within the Development may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See "Availability of Utilities" and "Hazardous Substances" above. Land development within the Development could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Development must come from the City.) There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development. A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE LANDOWNER AND ANY SUBSEQUENT OWNERS TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN THE DISTRICT, IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

Infectious Disease Outbreak – COVID-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in Texas in response to the Pandemic, which disaster declaration he has subsequently extended. In addition, certain local officials, including the County Judge of Williamson County, previously declared a local state of disaster. Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with the disaster, and issuing executive orders that have the force and effect of law. The Governor has issued a series of executive orders relating to COVID-19 preparedness and mitigation. The most recent executive orders provide for the phased reopening of businesses in Texas, subject to future restrictions in the Governor's discretion. Executive Order GA-26, which was issued on June 3, 2020 and remains in effect until modified, amended, rescinded or superseded by the Governor, removed occupancy restrictions for certain designated businesses and increased occupancy limits to 50 percent for most other businesses in Texas, provided that many restaurants will be able to operate at up to 75 percent of occupancy beginning on June

12. Additionally, businesses otherwise subject to a 50 percent occupancy limit and located in a county meeting certain Department of State Health Services criteria will be able to operate at up to 75 percent of occupancy beginning on June 12. In response to a spike in recent confirmed cases, on July 2, 2020 the Governor issued GA-29 requiring persons to wear face coverings when inside a commercial entity or other building or space open to the public, or when in an outdoor public space with certain exceptions. GA-28, issued on the same day, limited gatherings to 10 people with certain exceptions. On July 9, 2020, the Governor issued a proclamation suspending elective surgeries and procedures in hospitals in multiple counties including Dallas, Bexar, Harris, and Travis Counties. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at https://gov.texas.gov/.

The City continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the Pandemic upon the City. While the potential impact of the Pandemic on District cannot be quantified at this time, the continued outbreak of COVID-19 could have an adverse effect on the District's operations and financial condition.

The Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. The Bonds are secured by Assessments levied on benefitted property within the District. The negative economic impacts of the disease may reduce or negatively affect economic conditions in the City and lead to unemployment for property owners within the District and the City or may otherwise have a negative impact on the sale of homes within the District. If home sales are negatively impacted by the disease, the Developer will continue to be responsible for the payment of the Assessments. In addition, negative economic conditions and potentially lower property values may negatively affect the City's operations and maintenance expenses.

The City continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of the Pandemic upon the City. While the potential impact of the Pandemic on the City cannot be quantified at this time, the continued outbreak of COVID-19 could have an adverse effect on the City's operations and financial condition.

TAX MATTERS

Tax Exemption

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix C hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of obligations, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Certificate, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislature proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the City or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The City has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the City or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the City and its appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the City or the Beneficial Owners to incur significant expense.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Orrick, Herrington & Sutcliffe LLP, serves as Bond Counsel to the City, Bracewell LLP serves as Underwriter's Counsel and Metcalf, Wolfe, Stuart and Williams, LLP serves as counsel to the Developer. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX C — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds" (except for the last paragraph thereof), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Assessment Payor Concentration," and "Assessment Amounts"), "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only), "LEGAL MATTERS — Legal Opinions (except for the last paragraph thereof)," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX A and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of the Assessments securing the Bonds, or in any way contesting or

affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its general partner or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Reimbursement Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a "Material Adverse Effect"). Principals of the Developer and their affiliated entities may in the future be parties to pending and/or threatened litigation related to their commercial and real estate development activities. Such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See "BONDHOLDERS' RISKS." The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy." Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

The City, Administrator and Specialized Public Finance, Inc. (in such capacity, the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of the Issuer") for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed

in the Disclosure Agreement of the Issuer, certain financial information and operating data relating to the City (collectively, the "City Reports"). The specific nature of the information to be contained in the City Reports is set forth in "APPENDIX D-1 — Form of Disclosure Agreement of the Issuer." Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of the Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of the Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of the Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of the Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Issuer or from any statement made pursuant to the Disclosure Agreement of the Issuer.

Compliance with Prior Undertakings - City

During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule except for the following instances. Due to an administrative oversight, the audited financial statements were not timely filed for the fiscal years ending in 2011, 2012 and 2013. The City has confirmed that all information has since been filed, including an event notice filed on April 24, 2017. The City has implemented procedures to ensure timely filing of all future financial information.

The Developer

Although not required by the Rule, the Developer, the Administrator, and the Dissemination Agent will voluntarily enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of the Developer") for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of the Developer, certain information regarding the Development and the Authorized Improvements (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX D-2 — Form of Disclosure Agreement of the Developer." Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of the Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of the Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of the Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of the Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Developer or from any statement made pursuant to the Disclosure Agreement of the Developer. Pursuant to the Disclosure Agreement, the Developer is only responsible for providing the Developer Reports for so long as the Developer is responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year. In addition, in the event of foreclosure of any mortgage lien deed of trust or bankruptcy foreclosure sale with respect to the Developer's property, the Developer's continuing disclosure obligation pursuant to the Disclosure Agreement may be discharged and no Developer Reports would be filed thereafter.

Compliance with Prior Undertakings – The Developer

Pulte entered into a continuing disclosure undertaking with respect to the Jackson Ridge Public Improvement District in the City of Aubrey, Texas. In the last five years, Pulte has complied in all material respects with all continuing disclosure agreements made by it.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter"), has agreed to purchase the Bonds from the City at a purchase price of $_____ (the par amount of the Bonds, less an underwriting discount of $_____). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both Texas law and the City's investment policies are subject to change.

Legal Investments

Under State law, the City is authorized to invest in obligations meeting the requirements of the PFIA which may include: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities,

including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (the "FDIC") or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed, or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund (the "NCUSIF") or their respective successors; (8) interest-bearing banking deposits, other than those described in clause (7), that (i) are invested through a broker or institution with a main office or branch office in this state and selected by the City in compliance with the PFIA, (ii) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the City's account, (iii) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States, and (iv) the City appoints as its custodian of the banking deposits, in compliance with the PFIA, the institution in clause (8)(i) above, a bank, or a broker-dealer; (9) (i) certificates of deposit and share certificates meeting the requirements of the PFIA (i) that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the FDIC or the NCUSIF, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8), above, or secured in accordance with Chapter 2257, Texas Government Code, or in any other manner and amount provided by law for City deposits, or (ii) certificates of deposit where (a) the funds are invested by the City through a broker or institution that has a main office or branch office in the State and selected by the City in compliance with the PFIA, (b) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (d) the City appoints, in compliance with the PFIA, the institution in clause (9)(ii)(a) above, a bank, or broker-dealer as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described by clause (1) above or clause (12) below, which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with a stated maturity of 270 days or less, if the short-term obligations of the accepting bank, or of the holding company of which the bank is the largest subsidiary, are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 365 days or less that is rated at least "A-1" or "P-1" or an equivalent by either (i) two nationally recognized credit rating agencies, or (ii) one nationally recognized credit rating agency if the commercial paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (13) no-load money market mutual funds registered with and regulated by the SEC and complies with SEC Rule 2a-7; (14) no-load mutual funds that are registered and regulated by the SEC that have an average weighted maturity of less than two years and either (i) have a duration of one year or more and are invested exclusively in obligations approved in this paragraph, or (ii) have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset backed securities; (15) guaranteed investment contracts that have a defined termination date and are secured by obligations described in clause (1) above, excluding obligations which the City is explicitly prohibited from investing in, and in an amount at least equal to the amount of bond proceeds invested under such contract; and (16) securities lending programs if (i) the securities loaned under the program are 100% collateralized, including accrued income, (ii) a loan made under the program allows for termination at any time, (iii) a loan made under the program is either secured by (a) obligations described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent, or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool, (iv) the terms of a loan made under the program require that the securities being held as collateral be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party designated by the City, (v) a loan made under the program is government securities dealer or a financial institution doing business in the State, and (vi) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAA-m" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Investment Policies

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value, the ending value of each pooled fund group and the fully accrued interest for the reporting period, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) State law. No person may invest City funds without express written authority from the City Council.

Additional Provisions

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (3) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organizations that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (5) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse

repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict its investment in mutual funds in the aggregate to no more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, and to invest no portion of bond proceeds, reserves and funds held for debt service, in mutual funds; (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; (9) adopt an ordinance or resolution stating that it has reviewed its investment policy and investment strategies and record any changes made to either its investment policy or investment strategy in the said ordinance or resolution, and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in the investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed BOKF, NA, a trust company organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Neither the information on the Trustee's website nor any links from the website is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make an investment decision regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Authorized Improvements generally and, in particular, the information included in the sections captioned "PLAN OF FINANCE — The Development" and "— Development Plan," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the

Authorized Improvements and the Development), "CONTINUING DISCLOSURE — The Developer" and "— Compliance with Prior Undertakings — The Developer" and "LEGAL MATTERS — Litigation — The Developer" has been provided by the Developer.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by The Aegis Group, Inc., and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

AUTHORIZATION AND APPROVAL

The City Council has approved the form and content of this Limited Offering Memorandum and has authorized this Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

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APPENDIX A

FORM OF INDENTURE

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APPENDIX B

SERVICE AND ASSESSMENT PLAN

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APPENDIX C

FORM OF OPINION OF BOND COUNSEL

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APPENDIX D-1

FORM OF DISCLOSURE AGREEMENT OF THE ISSUER

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APPENDIX D-2

FORM OF DISCLOSURE AGREEMENT OF THE DEVELOPER

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APPENDIX E

FINANCING AGREEMENT

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APPENDIX F

DEVELOPMENT AGREEMENT

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APPENDIX G

APPRAISAL REPORT

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INDENTURE OF TRUST

By and Between

CITY OF LIBERTY HILL, TEXAS

and

BOKF, NA,
as Trustee

DATED AS OF OCTOBER 1, 2020

SECURING

$[PRINCIPAL]
CITY OF LIBERTY HILL, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of October 1, 2020 is by and between the CITY OF LIBERTY HILL, TEXAS (the "City"), and BOKF, NA, a national banking association, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the "Petition") requesting the creation of a public improvement district located in the City to be known as the Summerlyn West Public Improvement District (the "District") was signed and submitted by 263 Trine Land, LLC, a Texas limited liability company (the "Petitioner"), (i) the then owner of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment in the proposed District, and (ii) the then record owner of taxable real property that constituted more than fifty percent (50%) of the area of all taxable real property that was liable for assessment in the proposed District, and filed with the City Secretary of the City (the "City Secretary"), pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"); and

WHEREAS, on January 8, 2018, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act, made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 18-R-01 adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on January 25, 2018, the City published notice of its authorization of the creation of the District in the *Liberty Hill Independent*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within twenty (20) days after January 25, 2018; and

WHEREAS, on July 22, 2019, the City Council by Resolution No. 19-R-40 made findings and determinations relating to the Actual Costs (as defined herein) of certain Authorized Improvements (as defined herein), received and accepted a preliminary service and assessment plan and proposed assessment roll, called a public hearing for August 12, 2019 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act and (ii) publish notice as required by Section 372.016(b) of the PID Act relating to the August 12, 2019 hearing; and

WHEREAS, on July 25, 2019, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in the *Liberty Hill Independent*, a newspaper of general circulation in the City, to consider the proposed Assessment Roll and the Original Service and Assessment Plan and the levy of the Assessments (each as defined herein) on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Original Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the hearing on August 12, 2019, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Assessment Roll and the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Original Service and Assessment Plan, the allocation of Actual Costs, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City Secretary or the City, if any; and

WHEREAS, on August 12, 2019, the City approved and accepted the Original Service and Assessment Plan in conformity with the requirements of the PID Act and adopted Ordinance No. 19-O-45 (the "Assessment Ordinance") and therein levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purposes of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) funding a reserve account for payment of principal and interest on bonds, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of such bonds; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such series of bonds to be entitled "City of Liberty Hill, Texas, Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District)" (the "Bonds"), such Bonds being payable solely from the Trust Estate (as defined herein) and for the purposes set forth in this preamble; and

WHEREAS, the City Council desires to amend and restate the Original Service and Assessment Plan to incorporate the final terms of the Bonds;

WHEREAS, the Trustee has agreed to accept the trusts herein created and to serve as Trustee upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Prepayment (as defined herein) shall be released, and the rights of the Trustee and the Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City

shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I
DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"10% or Greater Manner" shall have the meaning assigned to such term in Section 4.5(a).

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Developer for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the Account established pursuant to Section 6.1 hereof.

"Additional Interest Reserve Requirement" means an amount equal to 5.5% of the principal amount of the Outstanding Bonds which will be funded from the payment of the Additional Interest deposited to the Pledged Revenue Fund.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

"Administrative Assessment Revenues" means monies collected by or on behalf of the City from any one or more of the following: (i) the portion of the Annual Installment of Assessments allocable to Annual Collection Costs, and (ii) Delinquent Collection Costs.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" means the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of the Financing and Reimbursement Agreement, including continuing disclosure requirements; and (8) the Paying Agent/Registrar and Trustee in connection with the Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of mandatory sinking fund redemption dates), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) due in such Bond Year).

"Annual Installment" means, with respect to the Assessed Property, the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Annual Service Plan Update" means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District, other than Non-Benefitted Property.

"Assessment Ordinance" means Ordinance No. 19-O-45 adopted by the City Council on August 12, 2019, that levied the Assessments on the Assessed Properties in the District.

"Assessment Roll" means the assessment roll for the Assessed Property within the District, included in the Service and Assessment Plan as Exhibit F, or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments, as updated, modified or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Assessments" mean the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Property, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means $25,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of the Outstanding Bonds is less than $25,000 then the Authorized Denomination shall be the amount of the Outstanding Bonds.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including those listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Orrick, Herrington & Sutcliffe LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4 hereof.

"Bond Ordinance" means Ordinance No. _____ adopted by the City Council on September 14, 2020 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1 hereof.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Liberty Hill, Texas, Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District)".

"Bond Year" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Certification for Payment" means a certificate substantially in the form attached as Exhibit B hereto or otherwise approved by the Developer and the City Representative executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in the Project Fund as further described in the Financing and Reimbursement Agreement and Section 6.5 herein.

"City" means the City of Liberty Hill, Texas.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Completion Agreement" means the Completion Agreement between the Developer and the Trustee, effective as of _____, 2020 regarding the completion of the Authorized Improvements within the District.

"Costs of Issuance Account" means the Account established pursuant to Section 6.1 hereof.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including costs and expenses to foreclose liens.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located at BOKF, NA, Corporate Trust Services, 111 Fillmore Ave E, St. Paul, Minnesota, 55107, or such other location

designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means Pulte Homes of Texas, LP, including its successors or assigns.

"District" means the Summerlyn West Public Improvement District.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" shall have the meaning, with respect to this Indenture, set forth in Section 11.1 hereof.

"Excess Additional Interest Reserve Amount" shall have the meaning set forth in Section 6.7(f) hereof.

"Excess Reserve Amount" shall have the meaning set forth in Section 6.7(e) hereof.

"Financing and Reimbursement Agreement" means that certain Summerlyn West Public Improvement District Financing and Reimbursement Agreement, dated as of July 9, 2018 between the City and the Petitioner, as successor-in-interest to the Developer, as amended by that certain First Amendment to Summerlyn West Public Improvement District Financing and Reimbursement Agreement, effective as of [_____], 2020 between the City and the Developer, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of Actual Costs of Authorized Improvements within the District, the reimbursement of Actual Costs to the Developer from the proceeds of the Bonds for funds advanced by the Developer and used to pay Actual Costs of Authorized Improvements and other matters related thereto.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact

independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means the Initial Bond as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing _____, 20__.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Less Than 10% Manner" shall have the meaning assigned to such term in Section 4.5(a).

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

"Original Service and Assessment Plan" means the service and assessment plan dated August 12, 2019, including the Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance.

"Outstanding" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.11 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.12 herein.

"Parcel" means a specific property within the boundaries of the District identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purpose, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Petitioner" means 263 Trine Land, LLC, a Texas limited liability company, including its successors and assigns.

"PID Act" means Texas Local Government Code, Chapter 372, Public Improvement Districts, as amended.

"Pledged Assessment Revenues" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, but excluding any portion of the Annual Installment allocable to Annual Collection Costs, (ii) a Prepayment, and (iii) Foreclosure Proceeds. Pledged Assessment Revenues does not include Delinquent Collection Costs.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 hereof.

"Pledged Revenues" means the sum of (i) Pledged Assessment Revenues, (ii) the moneys held in any of the Pledged Funds, and (iii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Principal and Interest Account" means the Account established pursuant to Section 6.1 hereof.

"Project Fund" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 hereof.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 hereof.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 hereof.

"Redemption Price" means 100% of the principal amount of such Bonds called for redemption, or portions thereof, to be redeemed plus accrued and unpaid interest to the date fixed for redemption.

"Refunding Bonds" means Bonds secured by a parity lien, with the Outstanding Bonds, on the Trust Estate issued pursuant to Section 3.6 hereof, as more specifically described in a Supplemental Indenture, authorizing the refunding of all or any portion of the Outstanding Bonds.

"Register" means the register specified in Article III of this Indenture.

"Reserve Account" means that Account established pursuant to Section 6.1 hereof.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, or (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to subsections (d) and (e) of Section 6.7; and provided further that as a result of an optional redemption pursuant to Section 4.3, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such optional redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the Closing Date of the Bonds, the Reserve Account Requirement is $[_____] [which is an amount equal to the Maximum Annual Debt Service on the Bonds] as of the date of issuance and the City shall promptly consult with the Trustee to establish any necessary reduction to the Reserve Account Requirement.

"Section 1" means the first area to be developed within the District containing 128 Lots, as shown on Exhibit J and Exhibit K to the Service and Assessment Plan.

"Section 1 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 1.

"Section 2" means the second area to be developed within the District containing 92 Lots, as shown on Exhibit J to the Service and Assessment Plan.

"Section 2 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 2.

"Section 3" means the third area to be developed within the District containing 69 Lots, as shown on Exhibit J to the Service and Assessment Plan.

"Section 3 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 3.

"Section 4" means the fourth area to be developed within the District containing 100 Lots, as shown on Exhibit J to the Service and Assessment Plan.

"Section 4 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 4.

"Section 5" means the fifth area to be developed within the District containing 58 Lots, as shown on Exhibit J to the Service and Assessment Plan.

"Section 5 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 5.

"Service and Assessment Plan" means the amended and restated service and assessment plan dated September 14, 2020, amending and restating the Service and Assessment Plan, including the Assessment Roll, as amended, and including any Annual Service Plan Update.

"Stated Maturity" means the date the Bonds are scheduled to mature without regard to any redemption or Prepayment.

"Subaccount" means any of the subaccounts established pursuant to Section 6.1 of this Indenture.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means BOKF, NA, a national banking association, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II
THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $[PRINCIPAL] for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) funding a reserve account for payment of principal and interest on the Bonds, (iii) paying a portion of the costs incidental to the organization of the District, and (iv) paying the costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(c) The Bonds shall be dated October 8, 2020 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(d) Interest shall accrue and be paid on each Bond from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing [_____, 20__] computed on the basis of a 360-day year of twelve 30-day months.

(e) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Maturity Date	Principal Amount ($)	Interest Rate(%)

(f) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery (which delivery may be via electronic mail in portable document (PDF) or similar format) to the Trustee of:

(a) a certified copy of the Assessment Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a copy of the executed Financing and Reimbursement Agreement;

(d) a copy of the executed Completion Agreement;

(e) a copy of this Indenture executed by the Trustee and the City; and

(f) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date that continues for thirty (30) days or more thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem of the City and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable from sources other than

the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase, construction, improvement, extension, replacement, enlargement or repair of the facilities needed in performing any such contract.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 1 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 1 and September 1. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the City, the Refunding Bonds of a series issued under this Section 3.6 and in accordance with Article IV hereof shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3 above.

Section 3.7. Ownership.

(a) The City, the Trustee the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all

liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture, or with respect to, said Bond.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Section 3.9. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.10. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the City shall issue and the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect

to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective principal amounts as set forth in the following schedule:

$_____ Bonds Maturing September 1, 20__

Mandatory Sinking Fund

Redemption Date	Principal Amount

_____

*Stated Maturity

(b) At least forty-five (45) days prior to each mandatory sinking fund redemption date and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select for redemption by lot, a principal amount of Bonds of such maturity equal to the principal amount of such Bonds to be redeemed on such mandatory sinking fund redemption date, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced in integral multiples of $1,000 by any portion of such Bonds, which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, hereof, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the principal amount of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond

on a pro rata basis among the scheduled principal amounts to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the principal amount of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond in the inverse order of mandatory sinking fund redemption dates.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on the first day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of this Indenture.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least $1,000 available in the Redemption Fund with which to redeem the Bonds.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4, respectively, hereof, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bond (the "10% or Greater Manner"); and

(ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the "Less Than 10% Manner").

Bonds may be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000.

(b) A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to $1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to subsection 4.5(a) hereof, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot or in any manner deemed fair by the Trustee. The Trustee shall treat each $1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by the DTC as security depository, Owner means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds

are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V
FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, Trustee or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI
FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund;

(b) Creation of Accounts and Subaccounts.

(iii) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account;

(iv) The following Accounts are hereby created and established under the Bond Fund:

(A) Principal and Interest Account;

(v) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account;

(vi) The following Accounts and Subaccounts are hereby created and established under the Project Fund:

(A) Improvement Account

(1) Section 1 Improvement Subaccount

(2) Section 2 Improvement Subaccount

(3) Section 3 Improvement Subaccount;

(4) Section 4 Improvement Subaccount; and

(5) Section 5 Improvement Subaccount; and

(B) Costs of Issuance Account.

(c) Each Fund, Account and Subaccount created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund, Account or Subaccount established by this Indenture shall be applied or withdrawn for the purposes of such Fund, Account or Subaccount as specified below.

(e) The Trustee may, from time to time, upon written direction from the City pursuant to a City Certificate, create additional Funds, Accounts or Subaccounts hereunder as may be necessary for the receipt and application of the Pledged Assessment Revenues or the

Administrative Expenses Revenues, to account properly for the payment of the Actual Costs of the Authorized Improvements or to facilitate the payment or redemption of the Bonds.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Reserve Account of the Reserve Fund: $_____;

(ii) to the Costs of Issuance Account of the Project Fund: $_____;

(iii) to the Section 1 Improvement Subaccount of the Project Fund: $_____;

(iv) to the Section 2 Improvement Subaccount of the Project Fund: $_____;

(v) to the Section 3 Improvement Subaccount of the Project Fund: $_____;

(vi) to the Section 4 Improvement Subaccount of the Project Fund: $_____;

(vii) to the Section 5 Improvement Subaccount of the Project Fund: $_____; and

(viii) to the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15, 2021 and on or before the fifteenth (15th) day of each month thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited the Pledged Assessment Revenues into the Pledged Revenue Fund. As soon as practicable following deposit to the Pledged Revenue Fund, the Trustee shall deposit or cause to be deposited Pledged Assessment Revenues, from amounts deposited to the Pledged Revenue Fund, in the following order of priority:

(i) *first*, to the Bond Pledged Revenue Account in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

(ii) *second*, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;

(iii) *third*, to the Additional Interest Reserve Account in an amount equal to the Additional Interest Reserve Requirement;

(iv) *fourth*, to the Section 1 Improvement Subaccount, Section 2 Improvement Subaccount, Section 3 Improvement Subaccount, Section 4 Improvement Subaccount or the Section 5 Improvement Subaccount to pay Actual Costs of the Section 1 Improvements, Section 2 Improvements, Section 3 Improvements, Section 4 Improvements or Section 5 Improvements, respectively; and

(v) *fifth*, to pay other costs permitted by the PID Act.

Along with each deposit of Pledged Assessment Revenues to the Pledged Revenue Fund, the City shall provide a City Certificate to the Trustee as to (i) the Funds and Accounts into which the amounts are to be deposited and (ii) the amounts of any payments to be made from such Funds and Accounts.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) on the Bonds.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the Assessed Property or Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement and *second*, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account in the Reserve Fund, the Trustee shall, at the direction of the City pursuant to a City Certificate, apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid. The Trustee may rely on such City Certificate and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) and interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw, *first*, from the Additional Interest Reserve Account and *second*, from the Reserve Account of the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof. Notwithstanding any other provisions, money on deposit in the Section 1 Improvement Subaccount shall only be used to pay Actual Costs of the Section 1 Improvements, money on deposit in the Section 2 Improvement Subaccount shall only be used to pay Actual Costs of the Section 2 Improvements, money on deposit in the Section 3 Improvement Subaccount shall only be used to pay Actual Costs of the Section 3 Improvements, money on deposit in the Section 4 Improvement Subaccount shall only be used to pay Actual Costs of the Section 4 Improvements, and money on deposit in the Section 5 Improvement Subaccount shall only be used to pay Actual Costs of the Section 5 Improvements.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to and in accordance with one or more City Certificates providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

(c) Disbursements from any of the Subaccounts within the Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment in the form attached as Exhibit B hereto. All disbursement of funds from any of the Subaccounts within the Improvement Account of the Project Fund pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Financing and Reimbursement Agreement. Such provisions and procedures related to such disbursement contained in the Financing and Reimbursement Agreement are herein incorporated by reference and deemed set forth herein in full.

(d) If the City Representative determines in his or her sole discretion that amounts then on deposit in a Subaccount of the Improvement Account are not expected to be expended for purposes of such Subaccount due to the abandonment, or constructive abandonment, of the Section 1 Improvements, Section 2 Improvements, Section 3 Improvements, Section 4 Improvements or Section 5 Improvements, as applicable, such that, in the opinion of the City Representative, it is

unlikely that the amounts in such Subaccount will ever be expended for the purposes of such Subaccount, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in such Subaccount that are not expected to be used for purposes of such Subaccount. If such City Certificate is so filed, the amounts on deposit in such Subaccount shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture and such Subaccount shall be closed.

(e) Upon the filing of a City Certificate stating that all Section 1 Improvements have been completed and that all Actual Costs of the Section 1 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 1 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 1 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Section 2 Improvements have been completed and that all Actual Costs of the Section 2 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 2 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 2 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Section 3 Improvements have been completed and that all Actual Costs of the Section 3 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 3 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 3 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Section 4 Improvements have been completed and that all Actual Costs of the Section 4 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 4 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 4 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Section 5 Improvements have been completed and that all Actual Costs of the Section 5 Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within the Section 5 Improvement Subaccount to another Subaccount within the Improvement Account or to the Redemption Fund and (ii) the Section 5 Improvement Subaccount of the Project Fund shall be closed. Upon the filing of a City Certificate stating that all Authorized Improvements have been completed and that all Actual Costs of the Authorized Improvements have been paid, the Trustee (i) shall transfer, pursuant to written direction in such City Certificate, the amount, if any, remaining within any of the Subaccounts of the Improvement Account to the Redemption Fund and (ii) the Improvement Account of the Project Fund shall be closed.

(f) Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the Bonds have been paid, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Costs of Issuance Account of the Project Fund that are not expected to be used for purposes of the Costs of Issuance Account. If such City Certificate is so filed, the amounts on deposit in the Costs of Issuance Account shall be transferred to a Subaccount of the Improvement Account of the Project Fund and

used to pay Actual Costs of the applicable Authorized Improvements or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in such City Certificate filed with the Trustee, and the Costs of Issuance Account of the Project Fund shall be closed.

(g) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(h) In providing any disbursement from the Subaccounts of the Improvement Account of the Project Fund, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such Certification for Payment if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any Certification for Payment by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4.

Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The Reserve Account will initially be funded with a deposit of $_____ from the proceeds of the Bonds and the City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.3(a) hereof, and when accumulated maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority in Section 6.3(a) hereof, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement, the Trustee shall resume depositing Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall or any additional amounts to permit the redemption of Bonds to be redeemed in minimum principal amounts of $1,000 from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess (the "Excess Reserve Amount'). The Excess Reserve Amount shall be transferred *first*, to the Additional Interest Reserve Account to the extent the Additional Interest Reserve Account Requirement has not been met and *second*, to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within forty-five (45) days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply the Excess Reserve Amount: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, or (iii) to a Subaccount of the Improvement Account of the Project Fund if such application and the expenditure of funds is expected to occur within three (3) years of the date hereof.

(f) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess (the "Excess Additional Interest Reserve Amount"). The Excess Additional Interest Reserve Amount shall be transferred, at the direction of the City pursuant to a City Certificate, to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date or to the Redemption Fund in order to affect the redemption of Bonds pursuant to Section 4.4 hereof. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of

such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem Bonds pursuant to Section 4.4 hereof.

(g) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer *first*, from the Additional Interest Reserve Account of the Reserve Fund and *second*, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(h) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

(i) If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(j) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Liberty Hill, Texas, Special Assessment Revenue Bonds (Summerlyn West Public Improvement District) Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount instructed by City Certificate to be transferred thereto.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate. The Trustee shall withdraw from the Rebate Fund and pay to the United States the amounts instructed by City Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) hereof and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to

transfer the amount in excess of the Rebate Amount to the Principal and Interest Account of the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the Administrative Fund the Administrative Assessment Revenues and other funds directed by this Indenture to be deposited therein.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

(c) The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

Section 6.10. Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time. The City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Absent written direction, the Trustee shall invest funds into the Goldman Sachs Financial Square Treasury Instruments (CUSIP 38145C737) as standing instructions. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by this Indenture or to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund, Account or Subaccount shall be deemed to be part of such Fund, Account or Subaccount, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds, Accounts and Subaccounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be

accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

(c) The Trustee and its affiliates may act as sponsor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.11(a) above.

(d) Investments in any and all Funds, Accounts and Subaccounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds, Accounts or Subaccounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds, Accounts and Subaccounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 6.11. Advances from Available Funds.

In the event of a delinquency in the payment of any installment of the Assessment levied upon any property for the payment of the principal portion of an Annual Installment, the City may, but is not obligated to, be the purchaser of the delinquent property upon which any of said Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes, and in the event the City does so become the purchaser of such property, shall pay and transfer and deposit into the Pledged Revenue Fund the amount of any remaining amount of unpaid Assessment, delinquent Assessment installments and interest thereon. The City may also pay and transfer from available funds and deposit into the Pledged Revenue Fund, but shall not be so obligated, the amount of any such Assessment pending redemption or sale. Any amounts so advanced by the City shall be recoverable upon sale or redemption of the property. The City shall not be obligated to advance available funds to cure any deficiency in the Pledged Revenue Fund, or any other Fund created hereunder, and has determined that it would not obligate itself to advance available funds from other funds of the City to cure any such deficiency.

Section 6.12. Security of Funds.

All Funds, Accounts or Subaccounts heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds, Accounts or Subaccounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII
COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the respective Assessed Properties from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, and/or amounts are due to the Developer under the Financing and Reimbursement Agreement to reimburse it for its funds it has contributed to pay Actual Costs of the Authorized Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Trust Estate, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness other than Refunding Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to reimburse it under the Financing and Reimbursement Agreement for funds it has contributed to pay Actual Costs of the Authorized Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and the Owner or Owners of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

For any Bonds for which the City intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City will use all of the proceeds of the Bonds to provide funds for the purposes described in Section 3.1 hereof. The City will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the City or a related person.

(b) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds will be paid solely from the Assessments collected by the City and investment earnings on such collections.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the City reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(e) At all times while the Bonds are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The City represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if

such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(k) The City will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the City charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the date of issuance of the Bonds, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Owners and any subsequent Owner, and may be relied upon by the Owners and any subsequent Owners and bond counsel to the City.

(n) In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

(o) Notwithstanding any other provision of this Indenture, the City's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

(p) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, Chief Operating Officer of the City, Finance Director, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII
LIABILITY OF CITY

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee or revenues from any

source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or the Finance Director, Chief Operating Officer of the City or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX
THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund, and to the extent money in the Administrative Fund is insufficient, from the Pledged Revenue Fund, to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing, or use of the Authorized Improvements.

(d) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(e) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee is notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by an Owner of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above, unless Trustee has actual knowledge of an Event of Default.

(f) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall

survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and the Trustee shall be entitled to rely and act upon the opinion or advice of its own counsel, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of its own counsel.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture or the Financing and Reimbursement Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry and shall not be deemed to have knowledge into any statements contained or matters referred to in any such instrument. The Trustee may consult with any counsel that is nationally recognized in the field of municipal bond law, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request, or giving such authority or consent to the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the

City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, upon written direction of the City, compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a lien therefor on the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City fails to make any payment required by this Section, the Trustee may make such payment from any moneys in the Administrative Fund. The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of this Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the Owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds Outstanding.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than thirty (30) days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by the Owners of at least a majority of the aggregate principal amount of the Bonds Outstanding by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds Outstanding.

Section 9.10. Successor Trustee.

If the Trustee resigns, is removed, is dissolved, or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property is appointed, or if any public officer takes charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee becomes vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy occurs by the Owners of at least twenty-five percent (25%) of the aggregate principal amount of the Bonds Outstanding by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners of the Bonds in accordance with the immediately preceding paragraph, the City shall forthwith (and in no event in excess of thirty (30) days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within thirty (30) days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee pursuant to the provisions set forth herein, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

If in a proper case no appointment of a successor Trustee is be made within forty-five (45) days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8

herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking

association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Security Interest in Trust Estate.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements, if any, to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing herein shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement.

Section 9.14. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.15. Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

ARTICLE X
MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any

Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except for the issuance of Refunding Bonds or as otherwise permitted by this Indenture and Applicable Law, permit the creation by the City of any pledge or lien upon the Trust Estate, or any portion thereof, on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of the Owners of Bonds required for the amendment of this Indenture. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to authorize Refunding Bonds in accordance with the provisions of this Indenture; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted by and in compliance with this Indenture and will not adversely affect the (i) interests of the Owners in any material respect, or (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation. Any modification made pursuant to this Section 10.1 shall not be subject to the notice procedures specified in Section 10.3 below.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without

limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds required for the amendment of this Indenture as provided herein.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture, a notice shall have been mailed as hereinafter in this Section provided and the City has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of forty-five (45) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such forty-five (45) day period; provided, however, that the Trustee during such forty-five (45) day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee, and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

Subject to the second and third sentences of Section 10.1 hereof, with the written consent of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 below.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not

be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of Bond Counsel addressed and delivered to the Trustee in accordance with this Article X.

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Assessment Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least twenty-five percent (25%) of the aggregate principal amount of the Bonds then Outstanding with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Nothing in this Section will be viewed to be an Event of Default if it is in violation of any applicable state law or court order. Nothing in (iii) above shall require the City to advance funds other than Pledged Revenues that have been received by the City or other funds available in the Pledged Funds to pay principal of or interest on the Bonds.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least twenty-five percent (25%) of the Bonds then Outstanding and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not

limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of at least twenty-five percent (25%) of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers

hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such sixty (60) day period by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce by action at law payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if

the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, if previously directed in writing by Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding, shall waive any Event of Default hereunder and its consequences.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or

partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least a majority of the aggregate principal amount of the Bonds Outstanding shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available

to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII
GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds, Accounts and Subaccounts established by this Indenture and which shall at all times be subject to inspection by the City, during the Trustee's regular business hours and each Owner or their representatives duly authorized in writing providing reasonable notice to the Trustee.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Section 12.4. No Israel Boycott.

The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture with the City is a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 12.5. No Terrorist Organization.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made to solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

ARTICLE XIII
SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations; or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from Pledged Revenues or any other portion of the Trust Estate, provided that such Additional Obligations shall comply with Section 13.2(d) hereof.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

(d) Notwithstanding anything to the contrary herein no Refunding Bonds, Additional Obligations or subordinate obligations described by Section 13.2(c) above may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds, Additional Obligations or subordinate obligations are scheduled to mature on September 1 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds, Additional Obligations or subordinate obligations must be scheduled to be paid on March 1 and/or September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Trust Estate, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to

review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV
PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds, Accounts and Subaccounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such

principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV
MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate or City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Liberty Hill, Texas 926 Loop 332 (physical address) P.O. Box 1920 (mailing address) Liberty Hill, Texas 78642 Attn: Finance Director Telephone: (512) 548-5506 Email: bwilkins@libertyhilltx.gov
If to the Trustee or the Paying Agent/Registrar:	BOKF, NA 5956 Sherry Lane, Suite 1201 Dallas, Texas 75225 Attn: Kathy McQuiston Telephone: (214) 932-3061 Email: kmcquiston@bokf.com

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five (5) Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law. The Trustee agrees to accept and act upon

instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method and the Trustee in its sole discretion elects to act upon such instructions), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a previous or a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date, but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[*remainder of page left blank intentionally*]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF LIBERTY HILL, TEXAS

By: _____
RICK HALL, Mayor

Attest:

_____
NANCY SAWYER, City Secretary

[CITY SEAL]

_____

BOKF, NA,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

CITY OF LIBERTY HILL, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
%	September 1,20__	_____	_____

The City of Liberty Hill, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months,

such interest to be paid semiannually on March 1 and September 1 of each year, commencing [_____, 20__], until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of BOKF, NA, a national banking association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth (15th) calendar day (whether or not a Business Day) of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and that continues for thirty (30) days or more thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated October 8, 2020 and issued in the aggregate principal amount of $[PRINCIPAL] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of October 1, 2020 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the Owners, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Owner of this Bond hereby consents. All Bonds issued under the Indenture

are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Authorized Improvements, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) paying a portion of the costs incidental to the organization of the District, and (iv) paying the costs of issuing the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $25,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturity and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective principal amounts as set forth in the following schedule:

$_____ Bonds Maturing September 1, 20__

Mandatory Sinking Fund

Redemption Date	Principal Amount

*Stated Maturity.

At least forty-five (45) days prior to each mandatory sinking fund redemption date and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, a principal amount of Bonds of such maturity equal to the principal amount of such Bonds to be redeemed on such mandatory sinking fund redemption date, shall call such Bonds for

redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of $1,000 by any portion of such Bonds, which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, of the Indenture, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the principal amount of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled principal amounts to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the principal amount of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond in the inverse order of mandatory sinking fund redemption dates.

The City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20[__], such redemption date or dates to be fixed by the City, at 100% of the principal amount of such Bonds called for redemption, or portions thereof, to be redeemed plus accrued and unpaid interest to the date fixed for redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a redemption price equal to 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued and unpaid interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture.

If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4 of the Indenture, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bond (the "10% or Greater Manner"); and

(ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the "Less Than 10% Manner").

Bonds may be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000.

A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to $1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to the Indenture, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot or in any manner deemed fair by the Trustee. The Trustee shall treat each $1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Owners under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Owners of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the Owners, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Owner of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Owner and upon all future Owners thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City reserved the right to issue Refunding Bonds and Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF LIBERTY HILL, TEXAS, WILLIAMSON COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____
Mayor, City of Liberty Hill, Texas

_____
City Secretary, City of Liberty Hill, Texas

[City Seal]

* * *

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

* * *

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

BOKF, NA,
as Trustee

DATED: _____

By: _____
Authorized Signatory

* * *

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

_____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

_____

_____

Authorized Signatory

* * *

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Principal Amount ($)	Interest Rate(%)

(Information to be inserted from Section 3.2(c) of the Indenture); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment - Summerlyn West)

CERTIFICATION FOR PAYMENT FORM NO._____

The undersigned _____ (the "**Construction Manager**") requests payment from the [Section 1][Section 2][Section3][Section 4][Section 5] Improvement Subaccount of the Improvement Account of the Project Fund from the City of Liberty Hill, Texas (the "**City**") in the amount of $_____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Summerlyn West Public Improvement District (the "District"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust between the City and BOKF, NA, as trustee (the "**Indenture**").

In connection with the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.

2. The work described in Attachment A has been completed in the percentages stated therein.

3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the Financing and Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

5. The allocation of the Actual Costs of the Authorized Improvements, as set forth in Attachment A, between the Subaccounts of the Improvement Account are in compliance with the percentage allocation set forth in the Service and Assessment Plan.

6. The final plat for [Section 1][Section 2][Section 3][Section 4][Section 5] of the District, which section relates to the Subaccount of the Improvement Account from which the Construction

Manager is requesting payment, has been filed in the real property records of Williamson County, as shown in Attachment E.

7. Section [__] contains [___] lots, as shown on the final plat. The Construction Manager is entitled to reimbursement payments in the amount of [$_____] ([___] lots x $13,600) for Authorized Improvements allocated to Section [__], as set forth in the Service and Assessment Plan (the "Section [__] Reimbursement Amount"). As of the date of this Certification for Payment, the Construction Manager has received reimbursement payments in the amount [$_____] for Authorized Improvements allocated to Section [__], which amount plus the amount requested under this Certification for Payment does not exceed the Section [__] Reimbursement Amount.

8. Following is an itemized list of all deposits to and disbursements from (i) each Subaccount of the Improvement Account of the Project Fund and (ii) the PID Assessment Revenue Fund established under the Financing and Reimbursement Agreement.

Account	Deposits	Disbursements	Section to which Disbursements Were Allocated
PID Assessment Revenue Fund	$	$ Certification for Payment Form No. ___	
	$	$ Certification for Payment Form No. ___	
Total	$	$	
Section 1 Improvement Subaccount	$	$ Certification for Payment Form No. ___	
	$	$ Certification for Payment Form No. ___	
Total	$	$	
Section 2 Improvement Subaccount	$	$ Certification for Payment Form No. ___	
	$	$ Certification for Payment Form No. ___	
Total	$	$	
Section 3 Improvement Subaccount	$	$ Certification for Payment Form No. ___	

	$	$ Certification for Payment Form No. ___
Total	$	$
Section 4 Improvement Subaccount	$	$ Certification for Payment Form No. ___
	$	$ Certification for Payment Form No. ___
Total	$	$
Section 5 Improvement Subaccount	$	$ Certification for Payment Form No. ___
	$	$ Certification for Payment Form No. ___
Total	$	$

9. The Construction Manager is in compliance with the terms and provisions of the Financing and Reimbursement Agreement, the Service and Assessment Plan, the Completion Agreement, the Abbott Tract Development Agreement between the Petitioner and the City, and the Continuing Disclosure Agreement of the Developer between the Construction Manager, P3Works, LLC and Specialized Public Finance, Inc.

10. The Construction Manager has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.

11. All conditions set forth in the Indenture (as defined in the Financing and Reimbursement Agreement) for the payment hereby requested have been satisfied.

12. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or its completed Segment). ***[Include bracketed language if final progress payment for such Authorized Improvement]***

13. The Construction Manager agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

14. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized

Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

15. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][***Include bracketed language if final progress payment for such Authorized Improvement]***

16. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

17. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the Financing and Reimbursement Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. ***[Include bracketed language if final progress payment for such Authorized Improvement*]**

(Signature pages follow)

I hereby declare that the above representations and warranties are true and correct.

Pulte Homes of Texas, LP,
a Texas limited partnership, as
CONSTRUCTION MANAGER

By:
Name:_____
Title: Manager

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

CFS CIVIL GROUP, LLC

By:
Name:_____
Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT BY CITY

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from the appropriate subaccount of the Improvement Account of the Project Fund to the Construction Manager or to any person designated by the Construction Manager.

CITY OF LIBERTY HILL, TEXAS

By: _____

Name: _____
Title: _____

Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

Segment	Description of Work Completed under this Certification for Payment	Total Actual Costs of Authorized Improvements	Percentage and Amount of Actual Costs Allocated to Section 1	Percentage and Amount of Actual Costs Allocated to Section 2	Percentage and Amount of Actual Costs Allocated to Section 3	Percentage and Amount of Actual Costs Allocated to Section 4	Percentage and Amount of Actual Costs Allocated to Section 5
		$	%	%	%	%	%
			$	$	$	$	$

<u>ATTACHMENT B</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[***Include Attachment B bracketed if final progress payment for such Authorized Improvement***]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ___

INVOICE LEDGER

Invoice Ledger
Entity: Pulte Homes of Texas, LP
Project: Summerlyn West Public Improvement District

Certification of Payment Form No. ____	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Sub-Category	Budget Description

[INVOICES AND/OR RECEIPTS - ATTACHED]

<u>ATTACHMENT D</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

<u>ATTACHMENT E</u> TO CERTIFICATION FOR PAYMENT FORM NO. ___

[Final Plat for Section __ of the District - attached]

Summerlyn West
Public Improvement District

2020 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

UPDATED FOR THE ISSUANCE OF PID BONDS

AUGUST 17, 2020

AUSTIN, TX | KELLER, TX

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INTRODUCTION

Capitalized terms used in this 2020 Amended and Restated Service and Assessment Plan (this "2020 A&R SAP") shall have the meanings given to them in **Section I** unless otherwise defined in this 2020 A&R SAP or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2020 A&R SAP or an Exhibit attached to and made a part of this 2020 A&R SAP for all purposes.

On January 8, 2018 the City passed and approved Resolution No. 18-R-01 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 95.085 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

On August 12, 2019 the City passed and approved by Ordinance No. 19-O-45 accepting and approving a service and assessment plan (the "2019 SAP") and Assessment Roll for the District. The 2019 SAP levied Assessments against the Assessed Property within the District and established a lien on such Assessed Property.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in **Exhibit F**.

Pursuant to the PID Act, the 2019 SAP must be reviewed and updated annually, this document is the Annual Service Plan Update for 2020. This 2020 A&R SAP also updates the Assessment Roll for 2020 to reflect the issuance of PID Bonds.

SECTION I: DEFINITIONS

"2019 SAP" means that service and assessment plan passed and approved on August 12, 2019 by the City pursuant to Ordinance No. 19-O-45 that levied Assessments against the Assessed Property within the District and established a lien on such Assessed Property.

"2020 A&R SAP" means this 2020 Amended and Restated Service and Assessment Plan which is the annual update to the 2019 SAP and the update relating to the PID Bonds, as it may be modified, amended, supplemented, and updated from time to time.

"Actual Costs" means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest charged on the Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2020 A&R SAP, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the

Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2020 A&R SAP and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Annual Service Plan Update" means an update to the 2019 SAP prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means Ordinance No. 19-O-45 adopted by the City Council on August 12, 2019 in accordance with the PID Act that approved the 2019 SAP and levied an Assessment on Assessed Property within the District.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V.**

"Assessment Roll" means the assessment roll for the Assessed Property within the District and included in this 2020 A&R SAP as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared

in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Authorized Improvements" mean improvements authorized by Section 372.003 of the PID Act, including Public Improvements and District Formation and Bond Issuance Costs.

"City" means the City of Liberty Hill, Texas.

"City Council" means the governing body of the City.

"County" means Williamson County, Texas.

"Delinquent Collection Costs" mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"District" means the approximately 95.085 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

"District Formation and Bond Issuance Costs" mean the costs associated with forming the District and issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year's Annual Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the establishment of the District and/or the issuance of PID Bonds.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds.

"Landowner Agreement" means that certain Landowner Agreement between the City and Owner dated August 12, 2019.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

"Lot Type 1" means a Lot designated as a 40' residential lot by the Owner, as shown on the map attached as **Exhibit J**.

"Lot Type 2" means a Lot designated as a 50' residential lot by the Owner, as shown on the map attached as **Exhibit J**.

"Maximum Assessment" means for Lot Type 1, $15,017.21, of which $14,859.48 remains outstanding, and for Lot Type 2, $17,155.69, of which $16,975.50 remains outstanding. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment and as shown on **Exhibit H**, provided however, the Maximum Assessment shall not result in an amount paid to the Owner for the Actual Cost of Authorized Improvements in excess of $13,600.00 multiplied by the total number of residential Lots in the District.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized improvements as determined by the City Council.

"Owner" means Pulte Homes of Texas, LP.

"Parcel(s)" means a property, within the boundaries of the District, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" mean those certain "City of Liberty Hill, Texas, Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District)", and any other bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

"Public Improvements" means those Authorized Improvements specifically described in **Section III.A**.

"Section 1" means the first area to be developed within the District containing 128 Lots, as shown on **Exhibit J** and **Exhibit K**.

"Section 1 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 1.

"Section 2" means the second area to be developed within the District containing 92 Lots, as shown on **Exhibit J**.

"Section 2 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 2.

"Section 3" means the third area to be developed within the District containing 69 Lots, as shown on **Exhibit J**.

"Section 3 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 3.

"Section 4" means the fourth area to be developed within the District containing 100 Lots, as shown on **Exhibit J**.

"Section 4 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 4.

"Section 5" means the fifth area to be developed within the District containing 58 Lots, as shown on **Exhibit J**.

"Section 5 Improvements" means those Authorized Improvements benefiting the Assessed Property within Section 5.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Trustee” means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 95.085 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is anticipated to include 447 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Public Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Public Improvements

- *Roadway*
  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within the District.

- *Drainage*
  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in the District.

- *Water*
  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within the District. Water improvements will be conveyed to Georgetown Utility Systems.

- *Sanitary Sewer*
  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Parks/Trails*
  Improvements include selective clearing and removal of trees or other select vegetative cover to enhance the quality and function of the natural drainage areas and open spaces.

- *Soft Costs/Contingency/Project Management*
  Includes 11.28% soft costs, 10.85% contingency and 6.07% project management fee.

B. District Formation and Bond Issuance Costs

- *Debt Service Reserve Requirement*
  Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in the Indenture.

- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*
  Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

- *District Formation*
  Expenses directly associated with forming the District including 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements. **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2020 A&R SAP describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Authorized Improvements shall be allocated to each Parcel based on the Estimated Buildout Value of each Parcel. Upon subdivision of an Assessed

Property, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

B. Assessments

Assessments will be levied on the Assessed Property according to the Assessment Roll, attached hereto as **Exhibit F**. The projected Annual Installments are shown on **Exhibit G-1,** subject to revisions made during any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit H**. In no case will the Assessment for Lot Type 1 or Lot Type 2 exceed the Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

<u>Section 1</u>

- The costs of the Section 1 Improvements equals $4,608,113 as shown on **Exhibit C**; and
- The Assessed Property within Section 1 receives special benefit equal to or greater than the Section 1 Improvements; and
- The Assessed Property within Section 1 was allocated 28.40% of the Assessments levied for the Authorized Improvements, which equals $2,082,676[1] as shown on **Exhibit M;** and
- The special benefit (≥ $4,608,113) received by the Assessed Property within Section 1 from the Section 1 Improvements is greater than the amount of Assessments ($2,082,676) levied on the Assessed Property within Section 1 for the Section 1 Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Parcels within Section 1. In the Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2019 SAP and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

[1] Equals the original Assessment after the reduction caused by a change in the Lot Count. See Exhibit M for details.

Section 2

- The costs of the Section 2 Improvements equals $3,458,086 as shown on **Exhibit C**; and
- The Assessed Property within Section 2 receives special benefit equal to or greater than the Section 2 Improvements; and
- The Assessed Property within Section 2 was allocated 21.31% of the Assessments levied for the Authorized Improvements, which equals $1,562,912[2] as shown on **Exhibit M;** and
- The special benefit (≥ $3,458,086) received by the Assessed Property within Section 2 from the Section 2 Improvements is greater than the amount of Assessments ($1,562,912) levied on the Assessed Property within Section 2 for the Section 2 Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Parcels within Section 2. In the Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2019 SAP and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

Section 3

- The costs of the Section 3 Improvements equals $2,416,713 as shown on **Exhibit C**; and
- The Assessed Property within Section 3 receives special benefit equal to or greater than the Section 3 Improvements; and
- The Assessed Property within Section 3 was allocated 14.89% of the Assessments levied for the Authorized Improvements, which equals $1,092,281[3] as shown on **Exhibit M;** and
- The special benefit (≥ $2,416,713) received by the Assessed Property within Section 3 from the Section 3 Improvements is greater than the amount of Assessments ($1,092,281) levied on the Assessed Property within Section 3 for the Section 3 Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Parcels within Section 3. In the Landowner Agreement with the City, the

[2] Equals the original Assessment after the reduction caused by a change in the Lot Count. See Exhibit M for details.
[3] Ibid

Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2019 SAP and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

Section 4

- The costs of the Section 4 Improvements equals $3,644,286 as shown on **Exhibit C**; and
- The Assessed Property within Section 4 receives special benefit equal to or greater than the Section 4 Improvements; and
- The Assessed Property within Section 4 was allocated 22.46% of the Assessments levied for the Authorized Improvements, which equals $1,647,066[4] as shown on **Exhibit M;** and
- The special benefit (≥ $3,644,286) received by the Assessed Property within Section 4 from the Section 4 Improvements is greater than the amount of Assessments ($1,647,066) levied on the Assessed Property within Section 4 for the Section 4 Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Parcels within Section 4. In the Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2019 SAP and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

Section 5

- The costs of the Section 5 Improvements equals $2,098,567 as shown on **Exhibit C**; and
- The Assessed Property within Section 5 receives special benefit equal to or greater than the Section 5 Improvements; and

[4] Equals the original Assessment after the reduction caused by a change in the Lot Count. See Exhibit M for details.

- The Assessed Property within Section 5 was allocated 12.93% of the Assessments levied for the Authorized Improvements, which equals $948,465[5] as shown on **Exhibit M;** and
- The special benefit (≥ $2,098,567) received by the Assessed Property within Section 5 from the Section 5 Improvements is greater than the amount of Assessments ($948,465) levied on the Assessed Property within Section 5 for the Section 5 Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owner owned 100% of the Parcels within Section 5. In the Landowner Agreement with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2019 SAP and the Assessment Ordinance, and (3) the levying of the Assessments on the Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

[5] Equals the original Assessment after the reduction caused by a change in the Lot Count. See Exhibit M for details.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefitted Property
E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit H** for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the Maximum Assessment, the owner of Assessed Property requesting the subdivision must prepay the portion of the Assessment for each Assessed Property that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the

outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund, relating to the PID Bonds, that are not expected to be used for purposes of the Project Fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments, as shown on **Exhibits F, G-1, G-2** and **G-3,** to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit L**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to

an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-1** shows the projected Annual Installments for the District. **Exhibit G-2** shows the projected Annual Installments for Lot Type 1. **Exhibit G-3** shows the projected Annual Installments for Lot

Type 2. In no case will the Assessment for Lot Type 1 or Lot Type 2 exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this 2020 A&R SAP, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2020 A&R SAP, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2020 A&R SAP must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2020 A&R SAP may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2020 A&R SAP.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2020 A&R SAP; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2020 A&R SAP. Interpretations of this 2020 A&R SAP by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this 2020 A&R SAP is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A	District Legal Description
Exhibit B	District Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Assessment Roll
Exhibit G-1	Annual Installments
Exhibit G-2	Lot Type 1 Annual Installments
Exhibit G-3	Lot Type 2 Annual Installments
Exhibit H	Maximum Assessment per Lot Type
Exhibit I	Map of Authorized Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Section 1 Final Plat
Exhibit L	Notice of PID Assessment Termination
Exhibit M	Allocation of Public Improvement Costs by Section

EXHIBIT A – DISTRICT LEGAL DESCRIPTION

95.085 Acres

THAT PART OF THE JOHN ROBINSON SURVEY, ABSTRACT No. 521 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 97.32-ACRE TRACT OF LAND CONVEYED TO RICHARD H. ABBOTT AND WIFE, G. JOYCE ABBOTT, BY DEED RECORDED IN VOLUME 593, PAGE 229 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod found at the northwest corner of said 97.32-Acre Tract, being on the south line of County Road 263 and being on the east line of the Capital Metropolitan Transportation Authority (formerly the Southern Pacific Railroad) by deed recorded in Volume 1573, Page 731, of the Official Records of Williamson County, Texas;

THENCE N.68°18'24"E. with the north line of said 97.32-Acre Tract, same being the south line of said County Road 263, a distance of 61.03 feet to a 1/2" iron rod found with cap marked RPLS 4967 for the Point of Beginning;

THENCE N.68°12'29"E. with the north line of said 97.32-Acre Tract, same being the south line of said County Road 263, a distance of 1,007.87 feet to a 1/2" iron rod found at the northeast corner of said 97.32-Acre Tract, same being the northwest corner of Summerlyn Phase L-8 according to the plat thereof recorded in Document No. 2013035567 of the Official Public Records of Williamson County, Texas;

THENCE with the east line of said 97.32-Acre Tract and in part with the west line of said Phase L-8, Summerlyn Phase L-5 according to the plat thereof recorded in Document No. 2012058564 of the Official Public Records of Williamson County, Texas; Summerlyn Phase L-4 according to the plat thereof recorded in Document No. 2011055166 of the Official Public Records of Williamson County, Texas; Summerlyn Phase L-3 according to the plat thereof recorded in Document No. 2010060673 of the Official Public Records of Williamson County, Texas; Summerlyn Phase L-1B according to the plat thereof recorded in Document No. 2006004571 of the Official Public Records of Williamson County, Texas; Summerlyn Phase P-3B according to the plat thereof recorded in Cabinet EE, Slide 391 of the Plat Records of Williamson County, Texas; and Summerlyn Phase P-3A according to the plat thereof recorded in Cabinet EE, Slide 220 of the Plat Records of Williamson County, Texas, the following four courses:

1. S.21°29'13"E. a distance of 1,605.24 feet to a 1/2" iron rod set;
2. S.21°37'58"E. a distance of 602.09 feet to a 3/8" iron rod found;
3. S.20°10'53"E. a distance of 900.90 feet to a 1/2" iron rod set;
4. S.21°26'34"E. a distance of 1,443.99 feet to a 1/2" iron rod found with cap marked Walker 5283 at the southeast corner of said 97.32-Acre Tract, same being the northeast corner, Cherio Acres, a private subdivision according to the plat thereof recorded in Document No. 2015025737 of the Official Public Records of Williamson county, Texas;

THENCE N.71°36'23"W. with the north line of said Cherio Acres, same being the south line of said 97.32-Acre Tract, (at 527.18 feet pass a 1/2" iron rod found with cap marked Walker 5283,

Page 1 of 2 2466-BOUNDARY

95.085 Acres

at the common north corner of Lot 3 and Lot 2, at 958.60 feet pass a 1/2" iron rod found with cap marked Walker 5283, at the common north corner of Lot 2 and Lot 1) in all a distance of 1,486.48 feet to a 3/8" iron rod found on the east line of said Capital Metropolitan Transportation Authority at the northwest corner of said Cherio Acres and the southwest corner of said 97.32-Acre Tract;

THENCE N.16°34'39"W. with the west line of said 97.32-Acre Tract, same being the east line of said Capital Metropolitan Transportation Authority, a distance of 2,013.74 feet to a 1/2" iron rod found with cap marked RPLS 4967;

THENCE across said 97.32-Acre Tract the following four courses:

1. N.73°27'31"E. a distance of 59.96 feet to a 1/2" iron rod found with cap marked RPLS 4967;
2. N.16°34'03"W. a distance of 495.85 feet to a 1/2" iron rod found with cap marked RPLS 4967 at a point on a non-tangent curve to the left;
3. Northwesterly along the arc of said curve, a distance of 539.20 feet, said curve having a radius of 2,043.42 feet, a central angle of 15°07'07" and a chord bearing N.23°43'40"W., 537.64 fee to a 1/2" iron rod found with cap marked RPLS 4967;
4. N.31°39'16"W. a distance of 570.01 feet to the said Point of Beginning.

Containing 95.085 acres, more or less, as shown on the survey attached.

July 6, 2016

J. Kenneth Weigand
Registered Professional Land Surveyor No 5741
State of Texas

STATE OF TEXAS
REGISTERED
JOHN KENNETH WEIGAND
5741
PROFESSIONAL
LAND SURVEYOR

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
F-10015400

All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83

EXHIBIT B – DISTRICT BOUNDARY MAP

Hyperlinks

R560277 WCAD Record Search

Details

Parcel Identification Number
R560277

Stated Area
95.085

Owner
PULTE HOMES OF TEXAS LP

SiteAddress
CR 263, LIBERTY HILL, TX 78642

Abstract
AW0521 - Robinson, J.b. Sur.

Entities
CAD,CLH,F01,GWI,J01,RFM,SLE

Book
0

Page
0

InstrumentNumber
0

MapName
4-1242

EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Section 1		Section 2		Section 3		Section 4		Section 5	
		%	Cost	%	Cost	%	Cost	%	Cost	%	Cost
Public Improvements											
Roadway	$ 2,745,282	28.40%	$ 779,656	21.31%	$ 585,081	14.89%	$ 408,899	22.46%	$ 616,585	12.93%	$ 355,061
Drainage	3,636,340	28.40%	1,032,716	21.31%	774,985	14.89%	541,619	22.46%	816,714	12.93%	470,306
Water	1,438,167	28.40%	408,438	21.31%	306,506	14.89%	214,209	22.46%	323,009	12.93%	186,005
Sanitary Sewer	1,689,193	28.40%	479,729	21.31%	360,005	14.89%	251,599	22.46%	379,389	12.93%	218,472
Parks/Trails	1,603,600	28.40%	455,420	21.31%	341,763	14.89%	238,850	22.46%	360,165	12.93%	207,402
Soft Costs	2,348,720	28.40%	667,033	21.31%	500,565	14.89%	349,833	22.46%	527,518	12.93%	303,772
Contingency	1,150,223	28.40%	326,662	21.31%	245,138	14.89%	171,321	22.46%	258,338	12.93%	148,764
Project Management	578,500	28.40%	164,293	21.31%	123,291	14.89%	86,165	22.46%	129,930	12.93%	74,820
	$ 15,190,025		$ 4,313,947		$ 3,237,334		$ 2,262,495		$ 3,411,647		$ 1,964,602
District Formation and Bond Issuance Costs											
Debt Service Reserve Fund	$ 424,458	28.40%	$ 120,545	21.31%	$ 90,461	14.89%	$ 63,221	22.46%	$ 95,332	12.93%	$ 54,897
Capitalized Interest	-	28.40%	-	21.31%	-	14.89%	-	22.46%	-	12.93%	-
Underwriter Discount	211,200	28.40%	59,981	21.31%	45,011	14.89%	31,457	22.46%	47,435	12.93%	27,316
Cost of Issuance [b]	400,142	28.40%	113,640	21.31%	85,279	14.89%	59,600	22.46%	89,871	12.93%	51,752
	$ 1,035,800		$ 294,166		$ 220,752		$ 154,278		$ 232,638		$ 133,965
Total	**$ 16,225,825**		**$ 4,608,113**		**$ 3,458,086**		**$ 2,416,773**		**$ 3,644,286**		**$ 2,098,567**

Notes:

[a] Costs allocated based on estimated buildout value, see Exhibit M for calculation of allocation percentages.

[b] Cost of Issuance is inclusive of District formation costs.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Five Year Service Plan						
Installments Due		**1/31/2021**	**1/31/2022**	**1/31/2023**	**1/31/2024**	**1/31/2025**
Principal		$ 130,000	$ 95,000	$ 95,000	$ 100,000	$ 105,000
Interest		294,458	328,225	323,713	319,200	314,450
	(1)	$ 424,458	$ 423,225	$ 418,713	$ 419,200	$ 419,450
Annual Collection Costs	(2)	$ 40,800	$ 41,616	$ 42,448	$ 43,297	$ 44,163
Additional Interest Reserve	(3)	$ 30,996	$ 34,550	$ 34,075	$ 33,600	$ 33,100
Total Annual Installment	**(3) = (1) + (2)**	**$ 496,254**	**$ 499,391**	**$ 495,236**	**$ 496,097**	**$ 496,713**

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

Sources of Funds		
Bond Par	$	7,040,000
Owner Contribution [a]	$	9,185,825
Total Sources	**$**	**16,225,825**

Uses of Funds		
Section 1 Improvements		
Section 1 Project Fund Account [b]	$	1,705,185
Owner Contribution		2,608,762
	$	4,313,947
Section 2 Improvements		
Section 2 Project Fund Account [b]	$	1,279,629
Owner Contribution		1,957,705
	$	3,237,334
Section 3 Improvements		
Section 3 Project Fund Account [b]	$	894,302
Owner Contribution		1,368,193
	$	2,262,495
Section 4 Improvements		
Section 4 Project Fund Account [b]	$	1,348,531
Owner Contribution		2,063,117
	$	3,411,647
Section 5 Improvements		
Section 5 Project Fund Account [b]	$	776,553
Owner Contribution		1,188,049
	$	1,964,602
District Formation and Bond Issuance Costs		
Debt Service Reserve Fund	$	424,458
Capitalized Interest		-
Underwriter Discount		211,342
Cost of Issuance [c]		400,000
	$	1,035,800
Total Uses	**$**	**16,225,825**

Footnotes:

[a] Non-reimbursable to Owner.

[b] The Owner is only entitled to reimbursement for the Actual Costs of the Authorized Improvements in an amount equal to $13,600 times the number of Lots within the District. As a result of the PID Bonds being issued, the outstanding Assessment was reduced to $7,040,000 in order to limit the deposit to the Project Fund to equal $13,600 times the estimated number of Lots within the District.

[c] Cost of issuance is inclusive of District formation costs.

EXHIBIT F – ASSESSMENT ROLL

		Summerlyn West PID	
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2021
R585461	Non-Benefited	$ -	$ -
R585462	2	$ 16,975.50	$ 1,196.61
R585463	2	$ 16,975.50	$ 1,196.61
R585464	2	$ 16,975.50	$ 1,196.61
R585465	2	$ 16,975.50	$ 1,196.61
R585466	2	$ 16,975.50	$ 1,196.61
R585467	2	$ 16,975.50	$ 1,196.61
R585468	2	$ 16,975.50	$ 1,196.61
R585469	2	$ 16,975.50	$ 1,196.61
R585470	2	$ 16,975.50	$ 1,196.61
R585471	2	$ 16,975.50	$ 1,196.61
R585472	2	$ 16,975.50	$ 1,196.61
R585473	2	$ 16,975.50	$ 1,196.61
R585474	2	$ 16,975.50	$ 1,196.61
R585475	2	$ 16,975.50	$ 1,196.61
R585476	2	$ 16,975.50	$ 1,196.61
R585477	2	$ 16,975.50	$ 1,196.61
R585478	2	$ 16,975.50	$ 1,196.61
R585479	2	$ 16,975.50	$ 1,196.61
R585480	2	$ 16,975.50	$ 1,196.61
R585481	2	$ 16,975.50	$ 1,196.61
R585482	2	$ 16,975.50	$ 1,196.61
R585483	2	$ 16,975.50	$ 1,196.61
R585484	2	$ 16,975.50	$ 1,196.61
R585485	2	$ 16,975.50	$ 1,196.61
R585486	2	$ 16,975.50	$ 1,196.61
R585487	1	$ 14,859.48	$ 1,047.45
R585488	1	$ 14,859.48	$ 1,047.45
R585489	1	$ 14,859.48	$ 1,047.45
R585490	1	$ 14,859.48	$ 1,047.45
R585491	1	$ 14,859.48	$ 1,047.45
R585492	1	$ 14,859.48	$ 1,047.45
R585493	1	$ 14,859.48	$ 1,047.45
R585494	1	$ 14,859.48	$ 1,047.45
R585495	1	$ 14,859.48	$ 1,047.45
R585496	1	$ 14,859.48	$ 1,047.45
R585497	1	$ 14,859.48	$ 1,047.45
R585498	1	$ 14,859.48	$ 1,047.45
R585499	1	$ 14,859.48	$ 1,047.45
R585500	1	$ 14,859.48	$ 1,047.45

		Summerlyn West PID	
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2021
R585501	1	$ 14,859.48	$ 1,047.45
R585502	1	$ 14,859.48	$ 1,047.45
R585503	1	$ 14,859.48	$ 1,047.45
R585504	1	$ 14,859.48	$ 1,047.45
R585505	1	$ 14,859.48	$ 1,047.45
R585506	1	$ 14,859.48	$ 1,047.45
R585507	1	$ 14,859.48	$ 1,047.45
R585508	1	$ 14,859.48	$ 1,047.45
R585509	2	$ 16,975.50	$ 1,196.61
R585510	2	$ 16,975.50	$ 1,196.61
R585511	2	$ 16,975.50	$ 1,196.61
R585512	2	$ 16,975.50	$ 1,196.61
R585513	2	$ 16,975.50	$ 1,196.61
R585514	2	$ 16,975.50	$ 1,196.61
R585515	2	$ 16,975.50	$ 1,196.61
R585516	2	$ 16,975.50	$ 1,196.61
R585517	2	$ 16,975.50	$ 1,196.61
R585518	2	$ 16,975.50	$ 1,196.61
R585519	1	$ 14,859.48	$ 1,047.45
R585520	1	$ 14,859.48	$ 1,047.45
R585521	1	$ 14,859.48	$ 1,047.45
R585522	1	$ 14,859.48	$ 1,047.45
R585523	1	$ 14,859.48	$ 1,047.45
R585524	1	$ 14,859.48	$ 1,047.45
R585525	1	$ 14,859.48	$ 1,047.45
R585526	1	$ 14,859.48	$ 1,047.45
R585527	1	$ 14,859.48	$ 1,047.45
R585528	1	$ 14,859.48	$ 1,047.45
R585529	1	$ 14,859.48	$ 1,047.45
R585530	1	$ 14,859.48	$ 1,047.45
R585531	1	$ 14,859.48	$ 1,047.45
R585532	1	$ 14,859.48	$ 1,047.45
R585533	1	$ 14,859.48	$ 1,047.45
R585534	1	$ 14,859.48	$ 1,047.45
R585535	1	$ 14,859.48	$ 1,047.45
R585536	1	$ 14,859.48	$ 1,047.45
R585537	1	$ 14,859.48	$ 1,047.45
R585538	1	$ 14,859.48	$ 1,047.45
R585539	1	$ 14,859.48	$ 1,047.45
R585540	1	$ 14,859.48	$ 1,047.45

		Summerlyn West PID	
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2021
R585541	1	$ 14,859.48	$ 1,047.45
R585542	1	$ 14,859.48	$ 1,047.45
R585543	1	$ 14,859.48	$ 1,047.45
R585544	1	$ 14,859.48	$ 1,047.45
R585545	1	$ 14,859.48	$ 1,047.45
R585546	1	$ 14,859.48	$ 1,047.45
R585547	1	$ 14,859.48	$ 1,047.45
R585548	1	$ 14,859.48	$ 1,047.45
R585549	2	$ 16,975.50	$ 1,196.61
R585550	2	$ 16,975.50	$ 1,196.61
R585551	2	$ 16,975.50	$ 1,196.61
R585552	2	$ 16,975.50	$ 1,196.61
R585553	2	$ 16,975.50	$ 1,196.61
R585554	2	$ 16,975.50	$ 1,196.61
R585555	2	$ 16,975.50	$ 1,196.61
R585556	2	$ 16,975.50	$ 1,196.61
R585557	2	$ 16,975.50	$ 1,196.61
R585558	2	$ 16,975.50	$ 1,196.61
R585559	2	$ 16,975.50	$ 1,196.61
R585560	1	$ 14,859.48	$ 1,047.45
R585561	1	$ 14,859.48	$ 1,047.45
R585562	1	$ 14,859.48	$ 1,047.45
R585563	1	$ 14,859.48	$ 1,047.45
R585564	1	$ 14,859.48	$ 1,047.45
R585565	1	$ 14,859.48	$ 1,047.45
R585566	1	$ 14,859.48	$ 1,047.45
R585567	1	$ 14,859.48	$ 1,047.45
R585568	1	$ 14,859.48	$ 1,047.45
R585569	1	$ 14,859.48	$ 1,047.45
R585570	1	$ 14,859.48	$ 1,047.45
R585571	1	$ 14,859.48	$ 1,047.45
R585572	1	$ 14,859.48	$ 1,047.45
R585573	1	$ 14,859.48	$ 1,047.45
R585574	1	$ 14,859.48	$ 1,047.45
R585575	1	$ 14,859.48	$ 1,047.45
R585576	1	$ 14,859.48	$ 1,047.45
R585577	1	$ 14,859.48	$ 1,047.45
R585578	1	$ 14,859.48	$ 1,047.45
R585579	1	$ 14,859.48	$ 1,047.45
R585580	1	$ 14,859.48	$ 1,047.45

		Summerlyn West PID	
Property ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2021
R585581	1	$ 14,859.48	$ 1,047.45
R585582	1	$ 14,859.48	$ 1,047.45
R585583	1	$ 14,859.48	$ 1,047.45
R585584	1	$ 14,859.48	$ 1,047.45
R585585	1	$ 14,859.48	$ 1,047.45
R585586	1	$ 14,859.48	$ 1,047.45
R585587	1	$ 14,859.48	$ 1,047.45
R585588	1	$ 14,859.48	$ 1,047.45
R585589	1	$ 14,859.48	$ 1,047.45
R560277	Section 2, 3, 4, 5	$ 5,040,649.41	$ 355,318.53
Total		**$ 7,040,000.00**	**$ 496,254.00**

EXHIBIT G-1 – ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs [b]	Additional Interest	Total Annual Installment
2021	$ 130,000	$ 294,458	$ 40,800	$ 30,996	$ 496,254
2022	$ 95,000	$ 328,225	$ 41,616	$ 34,550	$ 499,391
2023	$ 95,000	$ 323,713	$ 42,448	$ 34,075	$ 495,236
2024	$ 100,000	$ 319,200	$ 43,297	$ 33,600	$ 496,097
2025	$ 105,000	$ 314,450	$ 44,163	$ 33,100	$ 496,713
2026	$ 110,000	$ 309,463	$ 45,046	$ 32,575	$ 497,084
2027	$ 115,000	$ 304,238	$ 45,947	$ 32,025	$ 497,210
2028	$ 120,000	$ 298,775	$ 46,866	$ 31,450	$ 497,091
2029	$ 125,000	$ 293,075	$ 47,804	$ 30,850	$ 496,729
2030	$ 130,000	$ 287,138	$ 48,760	$ 30,225	$ 496,122
2031	$ 135,000	$ 280,963	$ 49,735	$ 29,575	$ 495,272
2032	$ 145,000	$ 274,550	$ 50,730	$ 28,900	$ 499,180
2033	$ 150,000	$ 267,663	$ 51,744	$ 28,175	$ 497,582
2034	$ 155,000	$ 260,538	$ 52,779	$ 27,425	$ 495,742
2035	$ 165,000	$ 253,175	$ 53,835	$ 26,650	$ 498,660
2036	$ 175,000	$ 245,338	$ 54,911	$ 25,825	$ 501,074
2037	$ 180,000	$ 237,025	$ 56,010	$ 24,950	$ 497,985
2038	$ 190,000	$ 228,475	$ 57,130	$ 24,050	$ 499,655
2039	$ 200,000	$ 219,450	$ 58,272	$ 23,100	$ 500,822
2040	$ 210,000	$ 209,950	$ 59,438	$ 22,100	$ 501,488
2041	$ 220,000	$ 199,975	$ 60,627	$ 21,050	$ 501,652
2042	$ 230,000	$ 189,525	$ 61,839	$ 19,950	$ 501,314
2043	$ 240,000	$ 178,600	$ 63,076	$ 18,800	$ 500,476
2044	$ 250,000	$ 167,200	$ 64,337	$ 17,600	$ 499,137
2045	$ 260,000	$ 155,325	$ 65,624	$ 16,350	$ 497,299
2046	$ 275,000	$ 142,975	$ 66,937	$ 15,050	$ 499,962
2047	$ 290,000	$ 129,913	$ 68,275	$ 13,675	$ 501,863
2048	$ 300,000	$ 116,138	$ 69,641	$ 12,225	$ 498,003
2049	$ 315,000	$ 101,888	$ 71,034	$ 10,725	$ 498,646
2050	$ 330,000	$ 86,925	$ 72,454	$ 9,150	$ 498,529
2051	$ 350,000	$ 71,250	$ 73,904	$ 7,500	$ 502,654
2052	$ 365,000	$ 54,625	$ 75,382	$ 5,750	$ 500,757
2053	$ 385,000	$ 37,288	$ 76,889	$ 3,925	$ 503,102
2054	$ 400,000	$ 19,000	$ 78,427	$ 2,000	$ 499,427
Total	**$ 7,040,000**	**$ 7,200,483**	**$ 1,959,779**	**$ 757,946**	**$ 16,958,208**

[a] Interest is calculated at a 4.75% rate for illustrative purposes only.

[b] Annual Collection Costs estimated to escalate 2.00% annually.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-2 – LOT TYPE 1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs [b]	Additional Interest	Total Annual Installment
2021	$ 274.39	$ 621.52	$ 86.12	$ 65.42	$ 1,047.45
2022	$ 200.52	$ 692.79	$ 87.84	$ 72.93	$ 1,054.08
2023	$ 200.52	$ 683.27	$ 89.60	$ 71.92	$ 1,045.31
2024	$ 211.07	$ 673.74	$ 91.39	$ 70.92	$ 1,047.12
2025	$ 221.63	$ 663.72	$ 93.22	$ 69.86	$ 1,048.42
2026	$ 232.18	$ 653.19	$ 95.08	$ 68.76	$ 1,049.21
2027	$ 242.73	$ 642.16	$ 96.98	$ 67.60	$ 1,049.47
2028	$ 253.29	$ 630.63	$ 98.92	$ 66.38	$ 1,049.22
2029	$ 263.84	$ 618.60	$ 100.90	$ 65.12	$ 1,048.46
2030	$ 274.39	$ 606.07	$ 102.92	$ 63.80	$ 1,047.18
2031	$ 284.95	$ 593.03	$ 104.98	$ 62.42	$ 1,045.38
2032	$ 306.05	$ 579.50	$ 107.08	$ 61.00	$ 1,053.63
2033	$ 316.61	$ 564.96	$ 109.22	$ 59.47	$ 1,050.26
2034	$ 327.16	$ 549.92	$ 111.40	$ 57.89	$ 1,046.37
2035	$ 348.27	$ 534.38	$ 113.63	$ 56.25	$ 1,052.53
2036	$ 369.38	$ 517.84	$ 115.90	$ 54.51	$ 1,057.63
2037	$ 379.93	$ 500.29	$ 118.22	$ 52.66	$ 1,051.11
2038	$ 401.04	$ 482.25	$ 120.59	$ 50.76	$ 1,054.63
2039	$ 422.14	$ 463.20	$ 123.00	$ 48.76	$ 1,057.10
2040	$ 443.25	$ 443.15	$ 125.46	$ 46.65	$ 1,058.50
2041	$ 464.36	$ 422.09	$ 127.97	$ 44.43	$ 1,058.85
2042	$ 485.47	$ 400.03	$ 130.53	$ 42.11	$ 1,058.13
2043	$ 506.57	$ 376.97	$ 133.14	$ 39.68	$ 1,056.37
2044	$ 527.68	$ 352.91	$ 135.80	$ 37.15	$ 1,053.54
2045	$ 548.79	$ 327.85	$ 138.51	$ 34.51	$ 1,049.66
2046	$ 580.45	$ 301.78	$ 141.28	$ 31.77	$ 1,055.28
2047	$ 612.11	$ 274.21	$ 144.11	$ 28.86	$ 1,059.29
2048	$ 633.22	$ 245.13	$ 146.99	$ 25.80	$ 1,051.15
2049	$ 664.88	$ 215.06	$ 149.93	$ 22.64	$ 1,052.50
2050	$ 696.54	$ 183.47	$ 152.93	$ 19.31	$ 1,052.26
2051	$ 738.75	$ 150.39	$ 155.99	$ 15.83	$ 1,060.96
2052	$ 770.41	$ 115.30	$ 159.11	$ 12.14	$ 1,056.96
2053	$ 812.63	$ 78.70	$ 162.29	$ 8.28	$ 1,061.91
2054	$ 844.29	$ 40.10	$ 165.54	$ 4.22	$ 1,054.15
Total	**$ 14,859.48**	**$ 15,198.22**	**$ 4,136.55**	**$ 1,599.81**	**$ 35,794.06**

[a] Interest is calculated at a 4.75% rate for illustrative purposes only.

[b] Annual Collection Costs estimated to escalate 2.00% annually.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-3 – LOT TYPE 2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs [b]	Additional Interest	Total Annual Installment
2021	$ 313.47	$ 710.02	$ 98.38	$ 74.74	$ 1,196.61
2022	$ 229.07	$ 791.45	$ 100.35	$ 83.31	$ 1,204.18
2023	$ 229.07	$ 780.57	$ 102.36	$ 82.16	$ 1,194.16
2024	$ 241.13	$ 769.68	$ 104.40	$ 81.02	$ 1,196.24
2025	$ 253.19	$ 758.23	$ 106.49	$ 79.81	$ 1,197.72
2026	$ 265.24	$ 746.20	$ 108.62	$ 78.55	$ 1,198.61
2027	$ 277.30	$ 733.61	$ 110.79	$ 77.22	$ 1,198.92
2028	$ 289.36	$ 720.43	$ 113.01	$ 75.84	$ 1,198.63
2029	$ 301.41	$ 706.69	$ 115.27	$ 74.39	$ 1,197.76
2030	$ 313.47	$ 692.37	$ 117.57	$ 72.88	$ 1,196.30
2031	$ 325.52	$ 677.48	$ 119.93	$ 71.31	$ 1,194.25
2032	$ 349.64	$ 662.02	$ 122.32	$ 69.69	$ 1,203.67
2033	$ 361.69	$ 645.41	$ 124.77	$ 67.94	$ 1,199.82
2034	$ 373.75	$ 628.23	$ 127.27	$ 66.13	$ 1,195.38
2035	$ 397.86	$ 610.48	$ 129.81	$ 64.26	$ 1,202.41
2036	$ 421.98	$ 591.58	$ 132.41	$ 62.27	$ 1,208.24
2037	$ 434.03	$ 571.54	$ 135.06	$ 60.16	$ 1,200.79
2038	$ 458.15	$ 550.92	$ 137.76	$ 57.99	$ 1,204.81
2039	$ 482.26	$ 529.16	$ 140.51	$ 55.70	$ 1,207.63
2040	$ 506.37	$ 506.25	$ 143.32	$ 53.29	$ 1,209.23
2041	$ 530.48	$ 482.20	$ 146.19	$ 50.76	$ 1,209.63
2042	$ 554.60	$ 457.00	$ 149.11	$ 48.11	$ 1,208.82
2043	$ 578.71	$ 430.66	$ 152.09	$ 45.33	$ 1,206.79
2044	$ 602.82	$ 403.17	$ 155.14	$ 42.44	$ 1,203.57
2045	$ 626.94	$ 374.53	$ 158.24	$ 39.42	$ 1,199.13
2046	$ 663.11	$ 344.75	$ 161.40	$ 36.29	$ 1,205.55
2047	$ 699.27	$ 313.26	$ 164.63	$ 32.97	$ 1,210.14
2048	$ 723.39	$ 280.04	$ 167.92	$ 29.48	$ 1,200.83
2049	$ 759.56	$ 245.68	$ 171.28	$ 25.86	$ 1,202.38
2050	$ 795.73	$ 209.60	$ 174.71	$ 22.06	$ 1,202.10
2051	$ 843.95	$ 171.80	$ 178.20	$ 18.08	$ 1,212.04
2052	$ 880.12	$ 131.72	$ 181.77	$ 13.86	$ 1,207.47
2053	$ 928.35	$ 89.91	$ 185.40	$ 9.46	$ 1,213.13
2054	$ 964.52	$ 45.81	$ 189.11	$ 4.82	$ 1,204.26
Total	**$ 16,975.50**	**$ 17,362.47**	**$ 4,725.60**	**$ 1,827.63**	**$ 40,891.20**

[a] Interest is calculated at a 4.75% rate for illustrative purposes only.

[b] Annual Collection Costs estimated to escalate 2.00% annually.

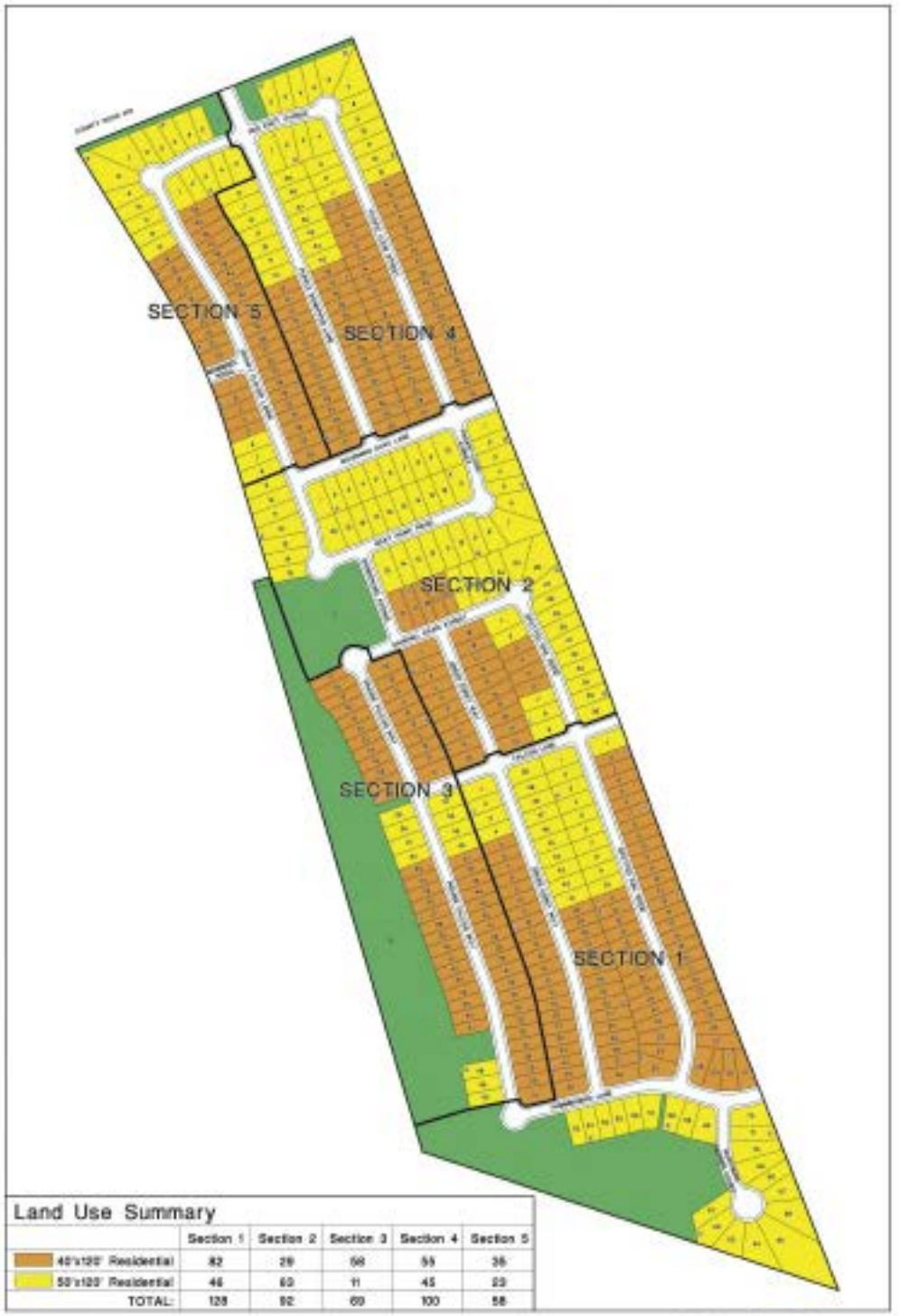
Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Original Maximum Assessment per Lot	Maximum Assessment per Lot after 1/31/20 Annual Installment
1	$ 15,017.21	$ 14,859.48
2	$ 17,155.69	$ 16,975.50

EXHIBIT I – MAP OF AUTHORIZED IMPROVEMENTS

EXHIBIT J – LOT TYPE CLASSIFICATION MAP BY PHASE



Land Use Summary

	Section 1	Section 2	Section 3	Section 4	Section 5
40'x120' Residential	82	29	68	55	35
50'x120' Residential	46	63	11	45	23
TOTAL:	128	92	69	100	58

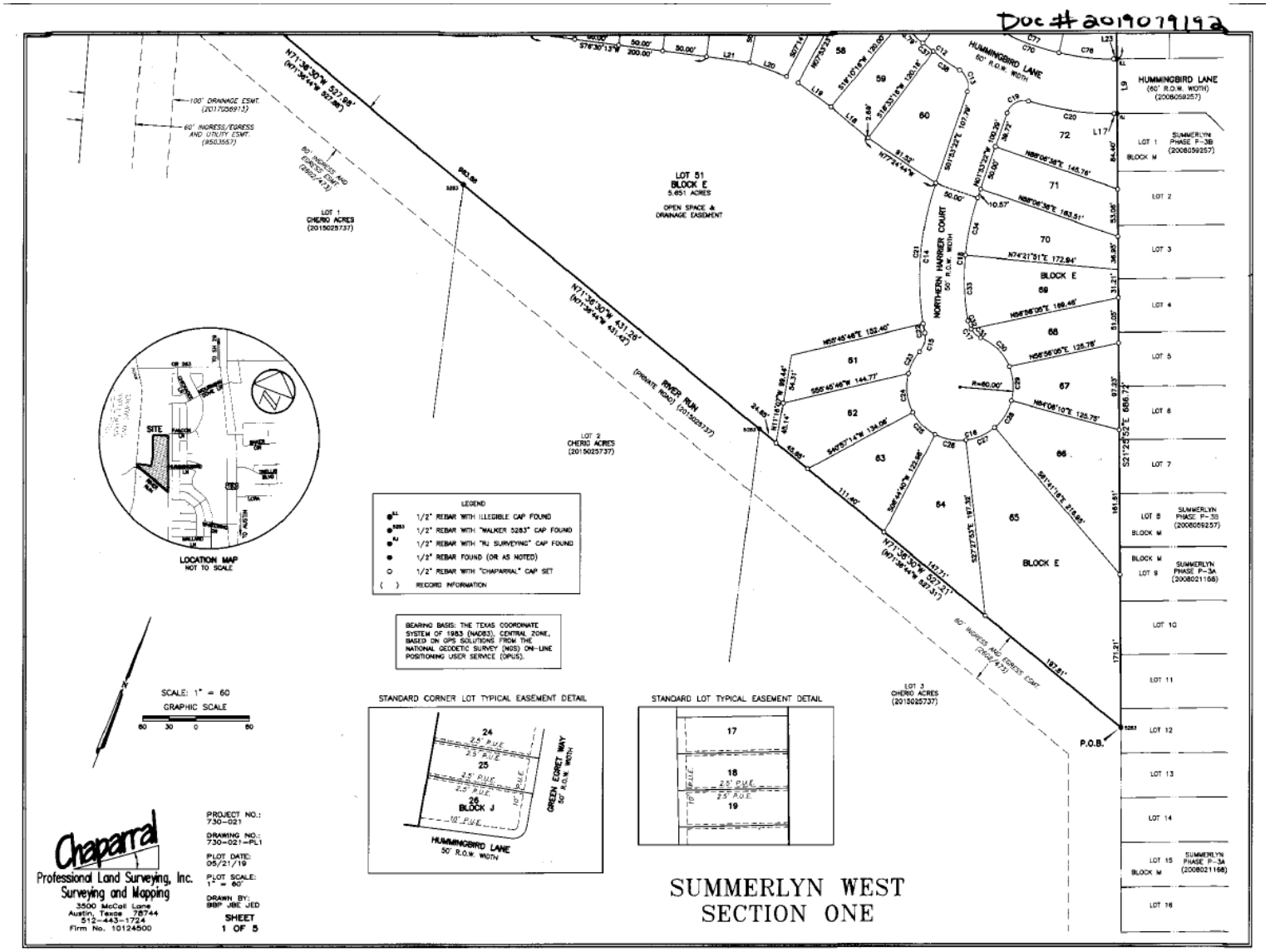
Summerlyn West
Exhibit I
Lot Type Classification Map

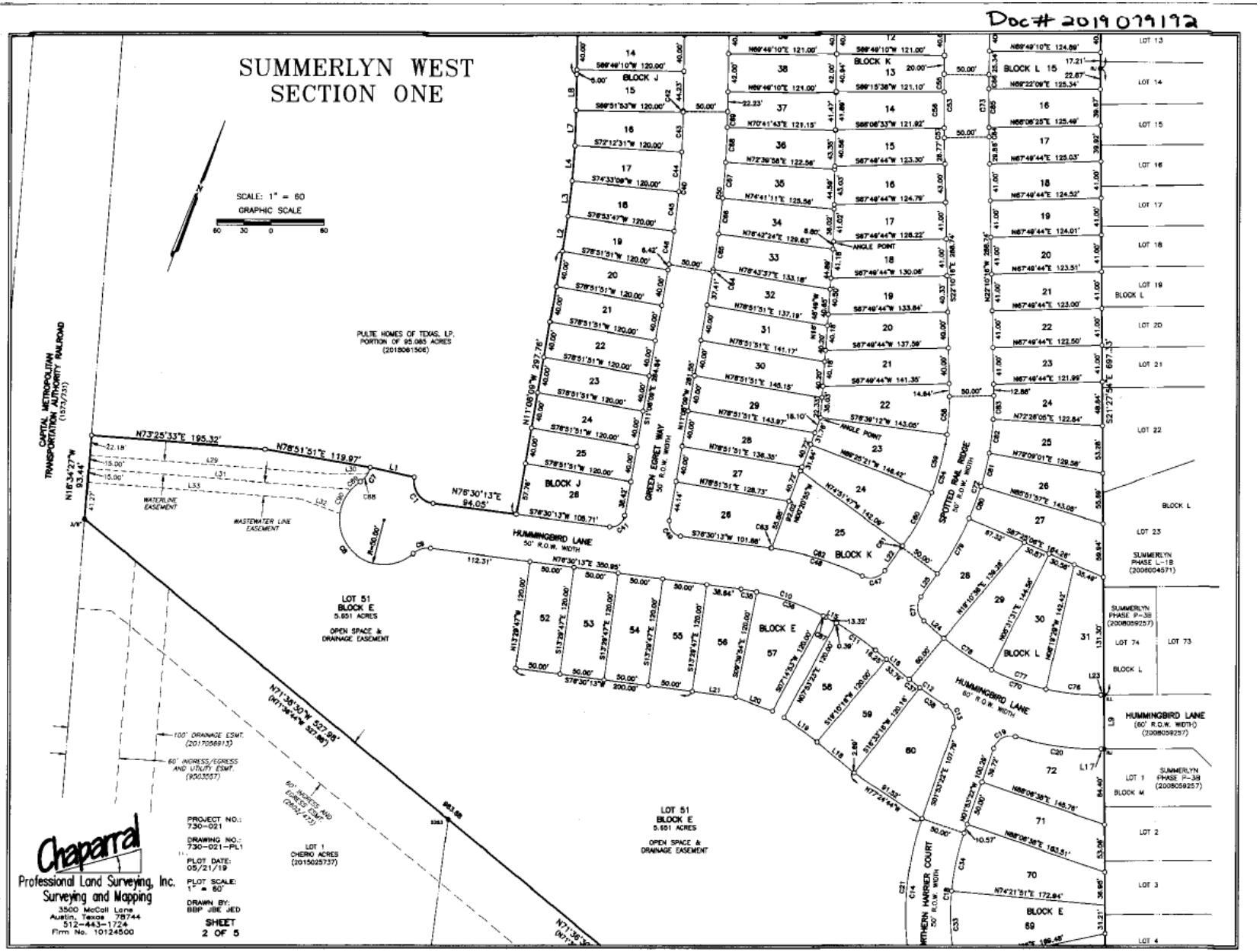
SEC Planning, LLC

North

Scale: 1" = 300'
Date: July 13, 2020

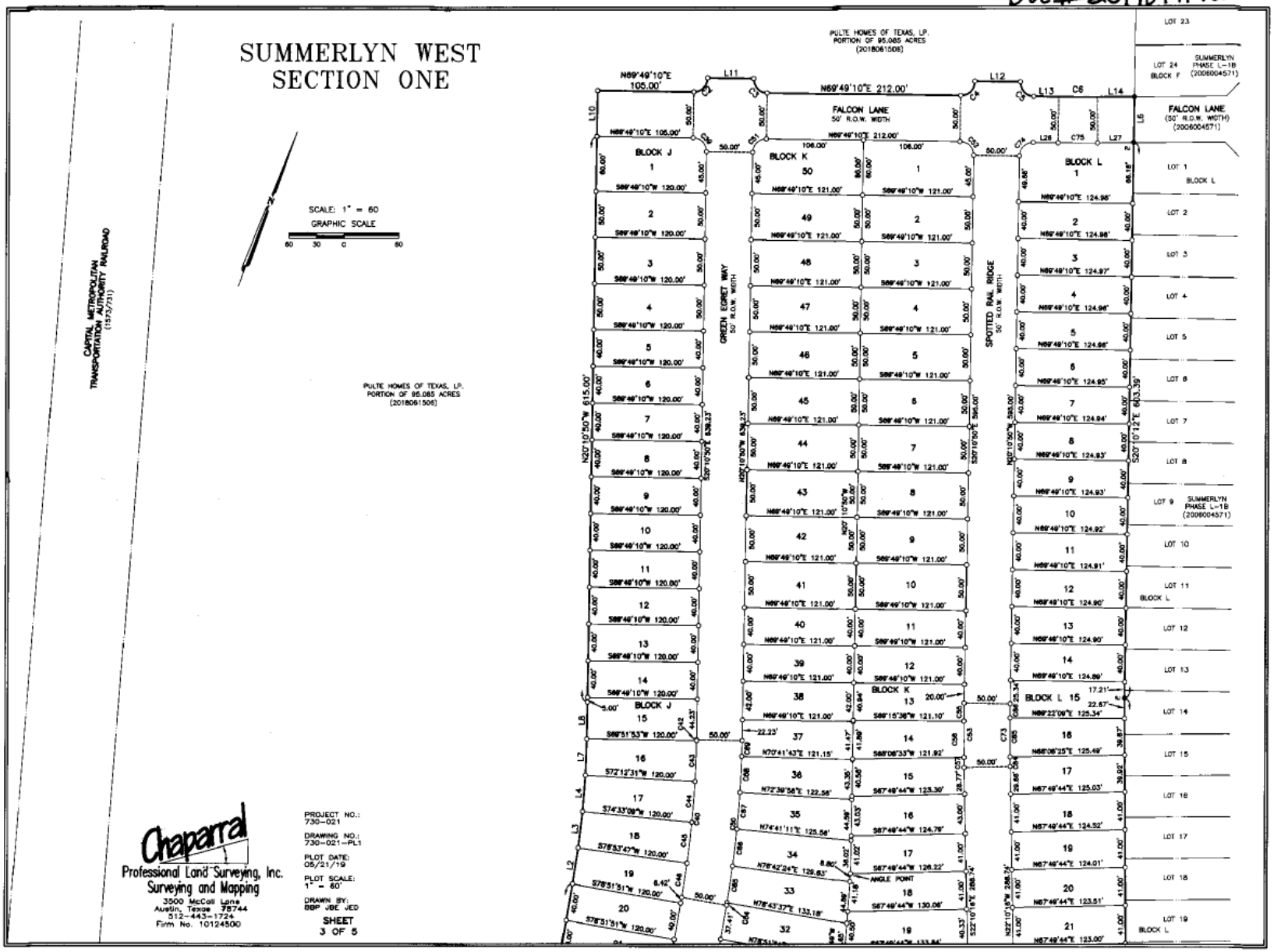
EXHIBIT K – SECTION 1 FINAL PLAT




Doc# 2019079192
SUMMERLYN WEST
SECTION ONE
SCALE: 1" = 60
GRAPHIC SCALE
PULTE HOMES OF TEXAS, L.P.
PORTION OF 95.085 ACRES
(2018061506)
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY RAILROAD
HUMMINGBIRD LANE
50' R.O.W. WIDTH
GREEN EGRET WAY
50' R.O.W. WIDTH
SPOTTED BAR RIDGE
50' R.O.W. WIDTH
WITHERN HARRIER COURT
50' R.O.W. WIDTH
LOT 51
BLOCK E
5.651 ACRES
OPEN SPACE &
DRAINAGE EASEMENT
LOT 1
CHERIO ACRES
(2015025737)
SUMMERLYN PHASE L-1B (2008004571)
SUMMERLYN PHASE P-3B (2008059257)
Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500
PROJECT NO.: 730-021
DRAWING NO.: 730-021-PL1
PLOT DATE: 05/21/19
PLOT SCALE: 1" = 60'
DRAWN BY: BBP JBE JED
SHEET 2 OF 5

Doc#2019079192

SUMMERLYN WEST SECTION ONE



Doc # 2019079192

SUMMERLYN WEST
SECTION ONE

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	25.00'	92°21'38"	40.30'	S57°18'58"E	36.08'
C2	15.00'	90°00'00"	23.56'	N24°49'10"E	21.21'
C3	15.00'	90°00'00"	23.56'	S65°10'50"E	21.21'
C4	15.00'	90°00'00"	23.56'	N24°49'10"E	21.21'
C5	15.00'	90°00'00"	23.56'	S65°10'50"E	21.21'
C6	1975.00'	1°13'36"	42.29'	N69°12'22"E	42.29'
C7	25.00'	45°23'38"	19.81'	S14°21'25"W	19.29'
C8	50.00'	188°44'24"	164.71'	S57°18'58"E	99.71'
C9	25.00'	48°11'23"	21.03'	N52°24'32"E	20.41'
C10	270.00'	21°23'10"	100.78'	N87°11'48"E	100.20'
C11	270.00'	11°16'54"	53.18'	S76°28'11"E	53.08'
C12	330.00'	8°53'11"	51.18'	S75°16'19"E	51.13'
C13	20.00'	77°49'33"	27.17'	S40°48'08"E	25.13'
C14	325.00'	29°56'47"	169.86'	S16°51'45"E	167.94'
C15	25.00'	51°49'21"	22.61'	S05°55'28"E	21.85'
C16	60.00'	287°51'26"	301.44'	N56°03'29"E	70.66'
C17	25.00'	56°52'41"	24.82'	N59°25'53"W	23.81'
C18	275.00'	29°06'11"	139.69'	N16°26'27"W	138.19'
C19	20.00'	87°20'55"	30.49'	N41°47'06"E	27.62'
C20	330.00'	16°52'02"	97.15'	N77°01'32"E	96.80'
C21	325.00'	28°07'25"	159.53'	S15°57'05"E	157.93'
C22	325.00'	1°49'21"	10.34'	S30°55'28"E	10.34'
C23	60.00'	26°09'11"	27.39'	N06°54'37"E	27.15'
C24	60.00'	42°52'48"	44.90'	N27°36'22"W	43.86'
C25	60.00'	34°12'33"	35.82'	N86°09'03"W	35.29'
C26	60.00'	34°12'33"	35.82'	S79°36'23"W	35.29'
C27	60.00'	34°13'23"	35.84'	S45°25'25"W	35.31'
C28	60.00'	34°12'33"	35.82'	S11°12'27"W	35.29'
C29	60.00'	37°10'07"	38.92'	S24°28'53"E	38.24'
C30	60.00'	44°48'17"	46.92'	S65°28'05"E	45.73'
C31	25.00'	33°36'02"	14.66'	S71°04'13"E	14.45'
C32	25.00'	23°16'38"	10.16'	S42°37'52"E	10.09'
C33	275.00'	15°21'24"	73.71'	S23°18'51"E	73.49'
C34	275.00'	13°44'47"	65.98'	S08°45'45"E	65.82'
C35	270.00'	3°49'53"	18.05'	N78°25'09"E	18.05'
C36	270.00'	16°54'47"	79.70'	N88°47'29"E	79.41'
C37	330.00'	2°37'00"	15.07'	S72°08'14"E	15.07'
C38	330.00'	6°16'12"	36.11'	S76°34'49"E	36.09'
C39	15.00'	90°00'00"	23.56'	S65°10'50"E	21.21'
C40	1087.85'	9°02'41"	171.73'	S15°39'29"E	171.55'
C41	15.00'	87°38'22"	22.94'	S32°41'02"W	20.77'
C42	1087.85'	0°02'43"	0.86'	S20°09'28"E	0.86'
C43	1087.85'	2°20'38"	44.50'	S18°57'48"E	44.50'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C44	1087.85'	2°20'38"	44.50'	S16°37'10"E	44.50'
C45	1087.85'	2°20'38"	44.50'	S14°16'32"E	44.50'
C46	1087.85'	1°58'04"	37.36'	S12°07'11"E	37.36'
C47	20.00'	80°18'28"	28.03'	S55°17'27"W	25.79'
C48	327.00'	18°56'28"	108.10'	S85°58'27"W	107.67'
C49	15.00'	92°21'38"	24.18'	N57°18'58"W	21.65'
C50	1137.85'	9°02'41"	179.62'	N15°39'29"W	179.43'
C51	15.00'	90°00'00"	23.56'	N24°49'10"E	21.21'
C52	15.00'	90°00'00"	23.56'	S65°10'50"E	21.21'
C53	2025.00'	1°59'27"	70.36'	S21°10'33"E	70.36'
C54	275.00'	37°18'30"	179.07'	S03°31'02"E	175.92'
C55	2025.00'	0°33'32"	19.76'	S20°27'36"E	19.76'
C56	2025.00'	1°07'05"	39.51'	S21°17'54"E	39.51'
C57	2025.00'	0°18'50"	11.09'	S22°00'52"E	11.09'
C58	275.00'	8°49'29"	42.36'	S17°45'32"E	42.31'
C59	275.00'	13°55'27"	66.83'	S06°23'04"E	66.67'
C60	275.00'	14°10'41"	68.05'	S07°40'00"W	67.88'
C61	275.00'	0°22'53"	1.83'	S14°56'47"W	1.83'
C62	327.00'	18°47'30"	107.25'	S86°02'56"W	106.77'
C63	327.00'	0°08'56"	0.85'	S76°34'42"W	0.85'
C64	1137.85'	0°08'14"	2.73'	N11°12'16"W	2.73'
C65	1137.85'	2°01'13"	40.12'	N12°16'59"W	40.12'
C66	1137.85'	2°01'13"	40.12'	N14°18'12"W	40.12'
C67	1137.85'	2°01'13"	40.12'	N16°19'25"W	40.12'
C68	1137.85'	1°58'15"	39.14'	N18°19'09"W	39.14'
C69	1137.85'	0°52'32"	17.39'	N19°44'33"W	17.39'
C70	270.00'	40°34'45"	191.23'	S88°52'54"W	187.25'
C71	20.00'	85°57'57"	30.01'	N27°50'45"W	27.27'
C72	325.00'	37°18'30"	211.62'	N03°31'02"W	207.91'
C73	1975.00'	1°59'27"	68.62'	N21°10'33"W	68.62'
C74	15.00'	90°00'00"	23.56'	N24°49'10"E	21.21'
C75	2025.00'	1°13'36"	43.36'	N69°12'22"E	43.36'
C76	270.00'	13°05'00"	61.65'	S75°08'01"W	61.52'
C77	270.00'	13°51'00"	65.27'	S88°36'01"W	65.11'
C78	270.00'	13°38'45"	64.30'	N77°39'06"W	64.15'
C79	325.00'	12°33'20"	71.22'	N06°51'33"E	71.08'
C80	325.00'	6°42'56"	38.09'	N00°46'35"W	38.07'
C81	325.00'	6°42'56"	38.09'	N07°29'31"W	38.07'
C82	325.00'	6°42'56"	38.09'	N14°12'27"W	38.07'
C83	325.00'	4°36'21"	26.13'	N19°52'06"W	26.12'
C84	1975.00'	0°18'41"	10.74'	N22°00'56"W	10.74'
C85	1975.00'	1°13'44"	42.36'	N21°14'43"W	42.36'
C86	1975.00'	0°27'01"	15.52'	N20°24'20"W	15.52'
C87	270.00'	0°38'30"	3.02'	S82°25'52"E	3.02'
C88	25.00'	28°43'09"	12.53'	S22°41'39"W	12.40'
C89	50.00'	15°18'26"	13.36'	S29°24'01"W	13.32'
C90	50.00'	35°09'41"	30.68'	S04°09'58"W	30.20'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N81°48'53"E	50.10'
L2	N11°57'37"W	39.66'
L3	N14°16'32"W	39.59'
L4	N16°37'10"W	39.59'
L5	S20°10'12"E	49.67'
L7	N18°57'48"W	39.59'
L8	N20°10'48"W	39.99'
L9	S21°24'29"E	60.00'
L10	N20°10'50"W	50.00'
L11	N69°49'10"E	50.00'
L12	N69°49'10"E	50.00'
L13	N69°49'10"E	27.18'
L14	N68°48'39"E	40.57'
L15	S82°06'37"E	13.71'
L16	S70°49'44"E	50.04'
L17	N68°35'31"E	3.67'
L18	N70°49'44"W	51.67'
L19	N74°31'52"W	46.07'
L20	S88°47'29"W	44.12'
L21	S76°53'54"W	48.66'
L22	S15°08'13"W	32.22'
L23	S68°35'31"W	3.67'
L24	N70°49'44"W	29.81'
L25	N15°08'13"E	31.82'
L26	N69°49'10"E	27.16'
L27	N68°16'57"E	39.50'
L29	N73°25'33"E	274.80'
L30	N67°36'51"E	38.08'
L31	S73°25'33"W	295.28'
L32	S89°37'26"W	47.49'
L33	S73°25'33"W	238.96'

NEW STREETS

NAME	ROW WIDTH	LENGTH
HUMMINGBIRD LANE	VARIES	887'
NORTHERN HARRIER COURT	50'	375'
SPOTTED RAIL RIDGE	50'	1308'
GREEN EGRET WAY	50'	1178'
FALCON LANE	50'	504'
TOTAL:		4252'

John B. Robinson Survey
Abstract No. 521

LAND USE TABLE:

SINGLE FAMILY LOTS	18.131 ACRES	128 LOTS
OPEN SPACE/DRAINAGE EASEMENT	5.651 ACRES	1 LOT
ROADS	5.207 ACRES	----
TOTALS	28.989 ACRES	129 LOTS

STATE OF TEXAS |
COUNTY OF WILLIAMSON |

APPROVED THIS 10 DAY OF August, 2019 BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF LIBERTY HILL AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CHAIRMAN
Wes Griffin

8/6/19
DATE

STATE OF TEXAS |
COUNTY OF WILLIAMSON |

ROAD NAME AND ADDRESSING ASSIGNMENTS VERIFIED THIS 20th DAY OF August, 2019 BY THE CITY OF LIBERTY HILL, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS |
COUNTY OF WILLIAMSON |

APPROVED THIS 12 DAY OF August, 2019 BY THE CITY OF LIBERTY HILL AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

MAYOR
Rick Hall

Barbara Zwernemann
BARBARA ZWERNEMANN, CITY SECRETARY

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 730-021
DRAWING NO.: 730-021-PL1
PLOT DATE: 05/21/19
PLOT SCALE: 1" = 60'
DRAWN BY: BBP JBE JEQ
SHEET 4 OF 5

Doc # 2019079192

SUMMERLYN WEST SECTION ONE

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THE PRESENTS:

THAT PULTE HOMES OF TEXAS, LP., A TEXAS LIMITED PARTNERSHIP, BY AND THROUGH STEPHEN ASHLOCK, BEING OWNER OF 95.085 ACRES IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521 IN WILLIAMSON COUNTY, TEXAS CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2018061506 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 28.989 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

SUMMERLYN WEST SECTION ONE

AND DO HEREBY DEDICATE ALL ADDITIONAL R.O.W., STREETS AND EASEMENTS TO PUBLIC USE, OR WHEN THE SUBDIVIDER HAS MADE PROVISION FOR PERPETUAL MAINTENANCE THEREOF, TO THE INHABITANTS OF THE SUBDIVISION.

WITNESS MY HAND THIS THE 23 DAY OF MAY, 20 19 A.D.

BY: PULTE HOMES OF TEXAS, LP.

BY: _____
STEPHEN ASHLOCK, DIRECTOR OF LAND DEVELOPMENT, CENTRAL TEXAS
9401 AMBERGLEN BLVD. SUITE 150
AUSTIN, TEXAS 78729

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN ASHLOCK PLANNING DIRECTOR KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 23 DAY OF MAY, 20 19 AD.

_____
NOTARY PUBLIC, STATE OF TEXAS

ANDREA R. WRIGHT — 4/09/2022
PRINTED NAME — MY COMMISSION EXPIRES

STATE OF TEXAS |
COUNTY OF WILLIAMSON |

THAT I, PAUL J. FLUGEL, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND ON APRIL 27, 2018, AND THAT THE CORNER MONUMENTS SHOWN THEREON, WILL BE PROPERLY PLACED UNDER MY SUPERVISION, IN ACCORDANCE WITH CHAPTER 3, SUBDIVISION, PUBLIC IMPROVEMENTS, AND THE CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE.

Paul J. Flugel 5-21-2019
PAUL F. FLUGEL, R.P.L.S. 5098
SURVEYING BY:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
(512) 443-1724

STATE OF TEXAS
PAUL J FLUGEL
5098
LAND SURVEYOR

STATE OF TEXAS |
COUNTY OF WILLIAMSON |

THAT I, CHRISTINE A. POTTS, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAT COMPLIES WITH CHAPTER 3, SUBDIVISION, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF LIBERTY HILL, TEXAS.

Christine A. Potts
CHRISTINE A. POTTS, P.E.

ENGINEERING BY:
CSF CIVIL GROUP, LLC
3636 EXECUTIVE CENTER DRIVE, SUITE 209
AUSTIN, TEXAS 78731
(512) 614-4456
TBPE FIRM REGISTRATION NO. 12377

STATE OF TEXAS
CHRISTINE A. POTTS
89361
LICENSED
5/22/19

METES AND BOUNDS DESCRIPTION:

BEGINNING at a 1/2" rebar with "Walker 5283" cap found for the southeast corner of the said 95.085 acre tract, being the northeast corner of Lot 3, Cherio Acres, a subdivision of record in Document No. 2015025737 of the Official Public Records of Williamson County, Texas, being also in the west line of Lot 12, Block M, Summerlyn Phase P-3A, a subdivision of record in Document No. 2008021188 of the Official Public Records of Williamson County, Texas;

THENCE with the southwest line of the said 95.085 acre tract and the northeast line of Lots 1-3, of said Cherio Acres, the following three (3) courses and distances:

1. North 71°36'30" West, a distance of 527.21 feet to a 1/2" rebar with "Walker 5283" cap found for the northernmost corner of Lot 3, of said Cherio Acres, being the northeast corner of Lot 2, of said Cherio Acres;
2. North 71°36'30" West, a distance of 431.26 feet to a 1/2" rebar with "Walker 5283" cap found for the northwest corner of Lot 2, of said Cherio Acres, being the northeast corner of Lot 1, of said Cherio Acres;
3. North 71°36'30" West, a distance of 527.98 feet to a 3/8" rebar found for the southwest corner of the said 95.085 acre tract, being the northwest corner of Lot 1, of said Cherio Acres, being also in the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad as described in Volume 1573, Page 731 of the Deed Records of Williamson County, Texas;

THENCE North 18°34'27" West with the west line of the said 95.085 acre tract and the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad, a distance of 93.44 feet to a calculated point;

THENCE crossing the said 95.085 acre tract, the following twenty-four (24) courses and distances:

1. North 73°25'33" East, a distance of 195.32 feet to a calculated point;
2. North 78°51'51" East, a distance of 119.97 feet to a calculated point;
3. North 81°48'53" East, a distance of 50.10 feet to a calculated point;
4. With a curve to the left, having a radius of 25.00 feet, a delta angle of 92°21'38", an arc length of 40.30 feet, and a chord which bears South 57°18'58" East, a distance of 36.08 feet to a calculated point;
5. North 78°30'13" East, a distance of 94.05 feet to a calculated point;
6. North 11°08'09" West, a distance of 297.76 feet to a calculated point;
7. North 11°57'37" West, a distance of 39.66 feet to a calculated point;
8. North 14°18'32" West, a distance of 39.59 feet to a calculated point;
9. North 16°37'10" West, a distance of 39.59 feet to a calculated point;
10. North 18°57'48" West, a distance of 39.59 feet to a calculated point;
11. North 20°10'48" West, a distance of 39.99 feet to a calculated point;
12. North 20°10'50" West, a distance of 815.00 feet to a calculated point;
13. North 20°10'50" West, a distance of 50.00 feet to a calculated point;
14. North 69°49'10" East, a distance of 100.00 feet to a calculated point;
15. With a curve to the left, having a radius of 15.00 feet, a delta angle of 90°00'00", an arc length of 23.56 feet, and a chord which bears North 24°49'10" East, a distance of 21.21 feet to a calculated point;
16. North 69°49'10" East, a distance of 50.00 feet to a calculated point;
17. With a curve to the left, having a radius of 15.00 feet, a delta angle of 90°00'00", an arc length of 23.56 feet, and a chord which bears South 65°10'50" East, a distance of 21.21 feet to a calculated point;
18. North 69°49'10" East, a distance of 212.00 feet to a calculated point;
19. With a curve to the left, having a radius of 15.00 feet, a delta angle of 90°00'00", an arc length of 23.56 feet, and a chord which bears North 24°49'10" East, a distance of 21.21 feet to a calculated point;
20. North 69°49'10" East, a distance of 50.00 feet to a calculated point;
21. With a curve to the left, having a radius of 15.00 feet, a delta angle of 90°00'00", an arc length of 23.56 feet, and a chord which bears South 65°10'50" East, a distance of 21.21 feet to a calculated point;
22. North 69°49'10" East, a distance of 27.16 feet to a calculated point;
23. With a curve to the left, having a radius of 1975.00 feet, a delta angle of 01°13'36", an arc length of 42.29 feet, and a chord which bears North 69°12'22" East, a distance of 42.29 feet to a calculated point;
24. North 68°46'39" East, a distance of 40.57 feet to a 1/2" rebar found for the northwest termination of Falcon Lane (50' right-of-way width) as shown on Summerlyn Phase L-1B, a subdivision of record in Document No. 2006004571 of the Official Public Records of Williamson County, Texas, being in the east line of the said 95.085 acre tract, being also the southwest corner of Lot 24, Block F, of said Summerlyn Phase L-1B;

THENCE South 20°10'12" East with the west termination of Falcon Lane and the east line of the said 95.085 acre tract, a distance of 49.67 feet to a 1/2" rebar with "RJ Surveying" cap found for the southwest termination of Falcon Lane, being the northwest corner of Lot 1, Block L, of said Summerlyn Phase L-1B;

THENCE with the east line of the said 95.085 acre tract and the west line of Block L, of said Summerlyn Phase L-1B and the west line of Lot 74, Block L, Summerlyn Phase P-3B, a subdivision of record in Document No. 2008059257 of the Official Public Records of Williamson County, Texas, the following two (2) courses and distances:

1. South 20°10'12" East, a distance of 803.39 feet to a 1/2" rebar with "RJ Surveying" cap found;
2. South 21°27'54" East, a distance of 697.33 feet to a 1/2" rebar with illegible cap found for the northwest termination of Hummingbird Lane (80' right-of-way width) as shown on said Summerlyn Phase P-3B, being the southwest corner of said Lot 74, Block L;

THENCE South 21°24'29" East with the west termination of Hummingbird Lane and the east line of the said 95.085 acre tract, a distance of 60.00 feet to a 1/2" rebar with "RJ Surveying" cap found for the southwest termination of Hummingbird Lane, being the northwest corner of Lot 1, Block M, of said Summerlyn Phase P-3B;

THENCE South 21°25'52" East with the east line of the said 95.085 acre tract and the west line of Block M, of said Summerlyn Phase P-3B and the west line of Block M, Summerlyn Phase P-3A, a subdivision of record in Document No. 2008021188 of the Official Public Records of Williamson County, Texas, a distance of 686.72 feet to the POINT OF BEGINNING, containing 28.989 acres of land, more or less.

RECORDERS MEMORANDUM
All or parts of the text on this page were not clearly legible for satisfactory recordation.

PLAT NOTES:

1. THIS SUBDIVISION IS WHOLLY LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF LIBERTY HILL, TEXAS.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PERMITTED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
3. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LIBERTY HILL PUBLIC WORKS DEPARTMENT.
4. PROPERTY OWNER SHALL PROVIDED ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LIBERTY HILL.
5. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS. IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
6. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY MAP, (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO.(S) 48491C0225OE, AND 48491C0275E, BOTH EFFECTIVE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY TEXAS.
7. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LIBERTY HILL.
8. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF SPOTTED RAIL RAIL RIDGE, GREEN EGRET WAY, HUMMINGBIRD LANE, NORTHERN HARRIER COURT, AND THE SUBDIVISION SIDE OF FALCON LANE. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS). SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
9. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
10. THE HOA WILL OWN AND MAINTAIN THE FOLLOWING LOT(S): LOT 51 BLOCK E
11. ~~THE HOA OWNED AREA RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS UNDER DOCUMENT NO. _____ SL~~
12. THE HOMEOWNERS ASSOCIATION IS REQUIRED TO MOW AND MAINTAIN LANDSCAPING IN THE OPEN CHANNELS, DETENTION AND WATER QUALITY AREAS.
13. THERE ARE NO PLOTTABLE EASEMENTS OF RECORD LISTED IN THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE 02/09/18, GF NO. CTEW43-5021431800025-RL FOR THE MOST RECENT PURCHASE OF THE PROPERTY.
14. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BY LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
15. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN 5 FEET OUTSIDE THE PERMETER OF THE BUILDING OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ALL STREETS IN THIS SUBDIVISION WILL BE PUBLIC STREETS.
17. SINGLE FAMILY CORNER LOTS ON UNEQUAL CLASS STREETS HAVE ACCESS ONLY TO THE STREET WITH THE LOWER CLASSIFICATION PROHIBITING ACCESS TO THE OTHER STREET.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORD IN MY OFFICE, ON THIS THE 26th DAY OF AUGUST 2019 A.D., AT 8:35 O'CLOCK P.M., AND

DULY RECORDED THIS THE 26th DAY OF AUGUST 2019 A.D., AT 8:59 O'CLOCK A.M., IN

THE OFFICIAL RECORDS, OF SAID COUNTY IN DOCUMENT NO. 2019079192

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE SHOWN ABOVE WRITTEN. NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS

By: Brenda Pollard, Deputy

COUNTY COURT
WILLIAMSON COUNTY, TEXAS

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 730-021
DRAWING NO.: 730-021-PL1
PLOT DATE: 05/15/19
PLOT SCALE: 1" = 60'
DRAWN BY: BBP JBE JED
SHEET 5 OF 5

EXHIBIT L – NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Williamson County Clerk's Office
Honorable [County Clerk Name]
Williamson County Justice Center County Clerk
405 Martin Luther King St.
Georgetown, TX 78626

Re: City of Liberty Hill Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Liberty Hill is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Liberty Hill
Attn: [City Secretary]
926 Loop 332
Liberty Hill, TX 78642

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

Jon Snyder
P: (817)393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
926 Loop 332
Liberty Hill, TX 78642

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON	**§**	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Liberty Hill, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Liberty Hill, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about January 8, 2018, the City Council for the City, approved Resolution No. 18-R-01, creating the Summerlyn West Public Improvement District; and

WHEREAS, the Summerlyn West Public Improvement District consists of approximately 95.085 contiguous acres located within the City; and

WHEREAS, on or about August 12, 2019, the City Council, approved Ordinance No. 19-O-45, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Summerlyn West Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Williamson County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Williamson County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Williamson County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF LIBERTY HILL, TEXAS,

By: _____
[City Official Name], City Official Title

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Liberty Hill, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT M – ALLOCATION OF PUBLIC IMPROVEMENT COSTS BY SECTION

	# of Lots	Estimated Buildout Value Per Lot	Total Estimated Buildout Value	Percentage of Benefit	Original Assessment Per Lot Type	Original Assessment per Section [a]
Section 1						
Lot Type 1	82		$ 19,031,380		$ 15,478.77	$ 1,269,259.14
Lot Type 2	46		$ 12,196,440		$ 17,682.98	$ 813,417.08
	128		$ 31,227,820	***28.40%***		$ 2,082,676.22
Section 2						
Lot Type 1	29	$ 232,090	$ 6,730,610		$ 15,478.77	$ 448,884.33
Lot Type 2	63	$ 265,140	$ 16,703,820		$ 17,682.98	$ 1,114,027.74
	92		$ 23,434,430	***21.31%***		$ 1,562,912.07
Section 3						
Lot Type 1	58	$ 232,090	$ 13,461,220		$ 15,478.77	$ 897,768.66
Lot Type 2	11	$ 265,140	$ 2,916,540		$ 17,682.98	$ 194,512.78
	69		$ 16,377,760	***14.89%***		$ 1,092,281.44
Section 4						
Lot Type 1	55	$ 232,090	$ 12,764,950		$ 15,478.77	$ 851,332.35
Lot Type 2	45	$ 265,140	$ 11,931,300		$ 17,682.98	$ 795,734.10
	100		$ 24,696,250	***22.46%***		$ 1,647,066.45
Section 5						
Lot Type 1	35	$ 232,090	$ 8,123,150		$ 15,478.77	$ 541,756.95
Lot Type 2	23	$ 265,140	$ 6,098,220		$ 17,682.98	$ 406,708.54
	58		$ 14,221,370	***12.93%***		$ 948,465.49
Total						
Lot Type 1	259	$ 232,090	$ 60,111,310		$ 15,478.77	$ 4,009,001.43
Lot Type 2	188	$ 265,140	$ 49,846,320		$ 17,682.98	$ 3,324,400.24
	447		$ 109,957,630	***100.00%***		$ 7,333,401.67

[a] The 2019 SAP levied $7,360,000 in Assessments against all Assessed Property in the District. However, the land plan changed between the 2019 SAP and the 2020 A&R SAP, resulting in 12 fewer Lot Type 1 Lots (12 x $15,478.77 = $185,745.24 reduction) and 9 additional Lot Type 2 Lots (9 x $17,682.98 = $159,146.82 increase). Collectively, the $185,745.24 reduction and $159,146.82 increase results in an overall $26,598.42 reduction in the original Assessment levy.

_____, 2020

City of Liberty Hill, Texas
Special Assessment Revenue Bonds, Series 2020
(Summerlyn West Public Improvement District)

Ladies and Gentlemen:

We have acted as bond counsel to the City of Liberty Hill, Texas (the "Issuer") in connection with the issuance of $_____ aggregate principal amount of bonds designated as "City of Liberty Hill, Texas Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District)" (the "Bonds"). The Bonds are authorized by an ordinance adopted by the City Council of the Issuer on _____, 2020 (the "Ordinance") and are issued and secured under an Indenture of Trust, dated as of October 1, 2020 (the "Indenture"), between the Issuer and BOKF, NA, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Ordinance, the Indenture, the tax certificate of the Issuer (the "Tax Certificate") dated the date hereof, certificates of the Issuer, opinions of counsel to the Issuer and Trustee, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after original delivery of the Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after original delivery of the Bonds on the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Issuer. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Ordinance, the Indenture, and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Bonds, the Ordinance, the Indenture, and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies in the State of Texas (the "State"). We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute or having the effect of a penalty), right of set-off, arbitration, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents. Our services did not include financial or other non-

legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Limited Offering Memorandum or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Ordinance authorizing the execution of the Indenture and the issuance of the Bonds has been duly and lawfully adopted.

2. The Bonds constitute valid and binding special, limited obligations of the Issuer.

3. The Indenture has been duly executed and delivered by, and constitutes a valid and binding agreement of, the Issuer. The Indenture creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Pledged Assessment Revenues and any other amounts held by the Trustee in the Pledged Funds established pursuant to the Indenture, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

4. The Bonds are not a lien or charge upon the funds or property of the Issuer except to the extent of the aforementioned pledge. Neither the faith and credit nor the taxing power of the Issuer, the State or of any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds.

5. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. Interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

Very truly yours,

CITY OF LIBERTY HILL, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of October 1, 2020 (this "Disclosure Agreement") is executed and delivered by and between the City of Liberty Hill, Texas (the "Issuer"), P3Works, LLC (the "Administrator") and Specialized Public Finance, Inc. acting solely in its capacity as dissemination agent (the "Dissemination Agent") with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District) (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of October 1, 2020 between the Issuer and the Trustee (as defined below) relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrator" shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

"Affiliate" shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

"Developer" shall mean Pulte Homes of Texas, LP, and its successors and assigns, including any Affiliate of the Developer.

"Disclosure Agreement of the Developer" shall mean the Continuing Disclosure Agreement of the Developer dated as of the date hereof, executed and delivered by the Developer, the Administrator and the Dissemination Agent.

"Disclosure Representative" shall mean such officer or employee of the Issuer as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Specialized Public Finance, Inc. in its capacity as Dissemination Agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Summerlyn West Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the year from October 1 through September 30.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Outstanding" shall mean, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under the Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in the Indenture, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to the Indenture.

"Owner" shall mean the registered owner of any Bonds, as shown on the register maintained by the Trustee.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean BOKF, N.A., acting solely in its capacity as Trustee, or any successor trustee pursuant to the Indenture.

Section 3. Provision of Annual Issuer Reports.

(a) The Issuer shall provide or cause to be provided to the Administrator, at least ten (10) Business Days before the expiration of six (6) months after the end of each Fiscal Year, the information necessary to prepare the Annual Issuer Report. The Administrator shall compile, prepare, and provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than five (5) Business Days before the expiration of six (6) months after the end of each Fiscal Year.

(b) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ended September 30, 2020, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six (6) months after the end of the Issuer's Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change, including the date of the new Fiscal Year, with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to Section 4 of this Disclosure Agreement. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent to:

(1) determine the filing address or other filing location of the MSRB each year within five (5) Business Days prior to filing the Annual Issuer Report on the date required in subsection (a);

(2) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(3) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt.

Section 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited), being:

(1) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts securing the Bonds.

(2) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(3) Any changes to the land use designation for the property in the District from the purposes identified in the Service and Assessment Plan.

(4) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments.

(5) The individual and aggregate taxable assessed valuation for parcels or lots within the District, based on the most recent certified tax roll available to the Issuer.

(6) Listing of any District property of property owners representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such property owners, and the percentage of such Assessments relative to the entire levy of Assessments within the District, based on the most recent certified tax roll available to the Issuer.

(7) Collection and delinquency history of the Assessments within the District for the past five Fiscal Years, in the following format:

Collection and Delinquent History of Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 2/15	Delinquent Percentage as of 2/15	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[1]
20__	$						$

[1] Collected as of _____. 20___. Includes $_____ attributable to Prepayments.

(8) Total amount of Prepayments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally October 1 of the preceding calendar year through January 31 of the current calendar year).

(9) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(10) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Assessments levied within the District, the Annual Issuer Report (in the SAP Update or otherwise) shall include the following:

(A) the number of certificates of occupancy issued for new homes completed in the District during such Fiscal Year; and

(B) the aggregate number of certificates of occupancy issued for new homes completed within the District since filing the initial Annual Issuer Report for Fiscal Year ended September 30, 2020.

(11) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within the District if the assessed property represents more than one percent (1%) of the total amount of Assessments.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer.

The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, or the Issuer's staff if no Administrator is designated, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Nonpayment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

(7) Modifications to rights of Owners, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of bonds, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the Issuer.

(13) The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the

termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the Issuer, if material, or agreements to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within the District, in the ordinary course of the Developer's business, to be considered a significant event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) and the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 (August 20, 2018).

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. The form for submitting such notice is attached hereto as **Exhibit A**.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer

desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. The Issuer acknowledges that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14 or 15 of subsection (a) above is not material under applicable federal securities laws the Issuer shall promptly, but in no case more than more than five (5) Business Days after the occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) If the Dissemination Agent has been instructed by the Issuer or Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

Section 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent

may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

Section 7. Dissemination Agent. The Dissemination Agent agrees to perform the duties set forth in this Disclosure Agreement. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder is set forth in Section 2.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5

above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Developer, or the failure of any third party or the Developer to provide information to the Administrator as and when required under this Disclosure Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE

AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in **Exhibit B** which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

Section 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator or the Dissemination Agent in other than that person's official capacity.

Section 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 15. Sovereign Immunity. The Dissemination Agent and the Administrator, agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Dissemination Agent has entered into

a separate agreement with the Issuer, which agreement provides for the payment of fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

Section 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas. All obligations of the Parties are performable in Williamson County, Texas. Venue for any action to enforce or construe this Disclosure Agreement shall be in Williamson County, Texas.

Section 20. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 22. Anti-Boycott Verification. Pursuant to Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator hereby verify that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent and the Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator and exists to make a profit.

Section 23. Iran, Sudan, and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's Internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/ docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal or State law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent and the Administrator understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator and exists to make a profit.

[*remainder of page left blank intentionally*]

CITY OF LIBERTY HILL, TEXAS

By: _____
Rick Hall, Mayor

SPECIALIZED PUBLIC FINANCE, INC.
(as Dissemination Agent)

By: _____
Authorized Officer

ADMINISTRATOR:

P3Works, LLC a Texas limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer: City of Liberty Hill, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District)
Date of Delivery: _____
CUSIP NOs: _____

NOTICE IS HEREBY GIVEN that the City of Liberty Hill, Texas, has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of the Issuer dated as of _____, 2020, between the Issuer, P3Works, LLC, as the Administrator, and Specialized Public Finance, Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

SPECIALIZED PUBLIC FINANCE, INC.
(as Dissemination Agent)

By: _____
Title: _____

cc: City of Liberty Hill, Texas

EXHIBIT B

BASIC TIMELINE FOR SPECIAL ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware of actual and specific delinquencies.
		Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 1. **If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified.**
		Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment.
		At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure.**
		If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
March 1	28/29	Trustee pays bond interest payments to bondholders.
		Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

Date	Delinquency Clock (Days)	Activity
		Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service.
		Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.
		Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 20	47/48	**Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies in the form of the Annual Issuer Report or otherwise.**
		If any property owner with ownership of property responsible for more than $10,000 of the Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Assessments.
April 15	74/75	**Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.**
		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	**120/121**	**Foreclosure action to be filed with the court.**

Date	**Delinquency Clock (Days)**	**Activity**
June 15	**134/135**	**Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status.** Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

CITY OF LIBERTY HILL, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(SUMMERLYN WEST PUBLIC IMPROVEMENT DISTRICT)

CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement dated as of October 1, 2020 (this "Disclosure Agreement") is executed and delivered by and among Pulte Homes of Texas, LP (the "Developer"), P3Works, LLC (the "Administrator") and Specialized Public Finance, Inc. acting solely in its capacity as dissemination agent (the "Dissemination Agent") with respect to the "City of Liberty Hill, Texas, Special Assessment Revenue Bonds, Series 2020 (Summerlyn West Public Improvement District) (the "Bonds"). The Developer, Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator and the Dissemination Agent for the benefit of the Owners (as hereinafter defined) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (as hereinafter defined) or the SEC (as hereinafter defined), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (as hereinafter defined).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of October 1, 2020 relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including any Exhibits thereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrator" shall mean the Issuer or the person or independent firm designated by the Issuer, who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

"Affiliate" shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer, or any Subsequent Third Party Owner.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Installment'' shall have the meaning assigned to such term in the Indenture.

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Authorized Improvements" shall have the meaning assigned in the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

"Developer" shall mean Pulte Homes of Texas, LP, and their successors and assigns, including any Affiliate of the Developer.

"Dissemination Agent" shall mean Specialized Public Finance, Inc. a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Summerlyn West Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System administered by the MSRB which, as of the date of this Disclosure Agreement, is available on the internet at http://emma.msrb.org.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the year from October 1 through September 30.

"Issuer" shall mean the City of Liberty Hill, Texas.

"Issuer Disclosure Agreement" shall mean the Continuing Disclosure Agreement of the Issuer dated as of the date hereof executed and delivered by the Issuer, the Administrator, and the Dissemination Agent.

"Listed Events" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Owner" shall mean the registered owner of any Bonds.

"Phase" shall mean those four construction phases of development as defined by the Developer.

"Quarter in Interest" means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds.

"Quarterly Ending Date" shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2020.

"Quarterly Filing Date" shall mean the 30th day following each Quarterly Ending Date.

"Quarterly Report" shall mean any Quarterly Report prepared by the Administrator pursuant to, and as described in, Section 3 of this Disclosure Agreement.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC'' shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Subsequent Third Party Owner" shall have the meaning assigned to such term in Section 3(i) of this Disclosure Agreement.

"Trustee" shall mean BOKF, N.A., acting solely in its capacity as Trustee, or any successor trustee pursuant to the Indenture.

Section 3. Quarterly Reports.

(a) The Developer shall provide, or cause to be provided, to the Administrator, at its cost and expense, no later than five (5) days after each Quarterly Ending Date, any information in its knowledge or possession or that will enable the Administrator to complete each Quarterly Report containing the information described in this Section 3 for the quarter ending on such Quarterly Ending Date (or cause to be provided by a Subsequent Third Party Owner as set forth in Section 3(i) herein), such information required for the preparation of each Quarterly Report during the period from the delivery of the Bonds until such time as the Developer is no longer responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installments of Assessments for any year.

(b) The Administrator shall provide to the Issuer, the Developer and the Dissemination Agent, at least five (5) days prior to each Quarterly Filing Date, each Quarterly Report containing the information described in this Section 3 for such quarter.

(c) The Developer shall review each Quarterly Report submitted by the Administrator pursuant to Section 3(b) above and shall, no less than five (5) days prior to each Quarterly Filing Date, authorize the Dissemination Agent to provide such information to the MSRB.

(d) The Dissemination Agent shall, subject to Section 3(a) through 3(c) above, file each Quarterly Report on or before the corresponding Quarterly Filing Date.

(e) The Dissemination Agent shall, upon written notice from the Developer, notify the MSRB, in a timely manner, of any failure to provide all or any part of the Quarterly Report as required under this Disclosure Agreement. Additionally, if the Developer neither files nor provides or causes to be provided to the Dissemination Agent all or any part of the Quarterly Report, by the fifteenth Business Day after the Quarterly Filing Date, the Dissemination Agent shall file a Notice of Failure to File with the MSRB.

(f) Each Quarterly Report shall include:

(i) Statement from the Developer as to the status of acquisition loans, development loans and any permanent financing with respect to any development undertaken by the Developer in the District not financed with Bond proceeds, including any loan balance, existence of deeds of trust or other similar encumbrances against the property in the District, and the existence of any default and remaining term;

(ii) Status of homes by lot type on a current quarter and running total basis, including;

a) number of homes under construction by Phase;

b) number of homes constructed in each Phase;

c) estimated date of completion for all residential units expected to be constructed in the District;

d) number of homes under contract with homebuyers in each Phase;

e) average sales price of homes; and,

f) number of homes closed with homebuyers (delivered to end users) by Phase.

(iii) A statement as to material changes, if any, in the form, organization or controlling ownership of the Developer.

(g) Additionally, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Report:

(i) An explanation as to any change to the number of lots to be developed within the District form the prior Quarterly Ending Date;

(ii) Materially adverse changes or determination to permits/appraisals for the development of the District which necessitated changes to the land use plans of the Developer or any subsequent Third Party Owner;

(iii) The landowner composition of the District, including;

a) number of parcels and/or lots owned by each type of landowner (i.e., Developer or Subsequent Third Party Owner) broken down by Phase;

b) a listing of all Subsequent Third Party Owners and the percentage of such party's Annual Installments of Assessments relative to the total Annual Installments of Assessments as of the Quarterly Ending Date;

(iv) The occurrence of any new or modified mortgage debt in the land owned by the Developer, including the amount, interest rate and terms of repayment;

(v) A listing of any Subsequent Third Party Owners (defined below) liable for payment of at least twenty percent (20%) of the Assessments, the amount of the levy of Assessments against the property owned by such Subsequent Third Party Owner, and the percentage of such Assessments relative to the entire levy of Assessments; and

(vi) With respect to any amenities, (a) total expected construction budget, (b) total costs spent to date, (c) status of construction and (d) actual or expected completion date.

(h) With respect to the Authorized Improvements the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Report:

(i) Total construction budget, including

a) Budgeted and actual total costs of all Authorized Improvements;

b) Budgeted and actual total costs of Authorized Improvements financed with the Bonds; and

c) Budgeted and actual total costs of Authorized Improvements financed with other sources of funds (non-bond financed);

(ii) Total expected costs for design and engineering to be completed after delivery of the Bonds;

(iii) Forecast construction milestones by date;

(iv) Construction budget allocated to each progress milestone;

(v) Forecast completion date; and

(vi) Issuer acceptance date.

(i) If the Developer sells, assigns or otherwise transfers ownership of real property in the District to a third party, which results in such third party, including any Affiliate of such third party, owning property representing at least twenty percent (20%) of the total Annual Installments of the Assessments first coming due after such transfer of ownership (a "Subsequent Third Party Owner"), the Developer shall require such Subsequent Third Party Owner to comply with the Developer's obligations hereunder with respect to such acquired real property for so long as such Subsequent Third Party Owner is the owner of property representing at least twenty percent (20%) of the total of Annual Installments of the Assessments next coming due. The Developer shall deliver to the Dissemination Agent and the Issuer a written acknowledgement from each Subsequent Third Party Owner, acknowledging its obligations under this Disclosure Agreement. Upon any such transfer to a Subsequent Third Party Owner, and such Subsequent Third Party Owner's assumption of Developer's obligations under this Disclosure Agreement as to the property transferred, Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred. For the avoidance of doubt, Developer shall require that any Subsequent Third Party Owner comply with the obligations of this Section 3(i) with respect to any subsequent transfers to other Subsequent Third Party Owners by such Subsequent Third Party Owner.

Section 4. Event Reporting Obligations of Developer.

(a) Pursuant to the provisions of this Section 4, each of the following is a Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes due or any assessments levied and due within the District on a parcel owned by the Developer or Subsequent Third Party Owner; provided, however, that the exercise of any right of the Developer or a

Subsequent Third Party as a landowner within the District to protest the taxable assessed value of such parcel shall not be considered a Listed Event under this Section 4 nor a breach or default of this Disclosure Agreement, provided that the Developer or Subsequent Third Party has complied with all legal requirements relating to the protest of such value, including the posting of a bond, if required;

(ii) Material damage to or destruction of any development or improvements, including the Authorized Improvements, in the District;

(iii) Material default by the Developer on any loan with respect to the development or permanent financing, or any loan secured by property in the District owned by the Developer;

(iv) The bankruptcy filing of the Developer or any determination that the Developer is unable to pay its debts as they become due;

(v) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vi) The filing of any lawsuit against the Developer which would materially adversely affect the financial condition of the Developer; and

(vii) Any material change in the legal structure, chief executive officer or controlling ownership of the Developer.

Whenever the Developer, or any Subsequent Third Party Owner, obtains actual knowledge of the occurrence of a Listed Event, the Developer, or any Subsequent Third Party Owner, shall, within five (5) Business Days, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Developer, or any Subsequent Third Party Owner, shall direct the Dissemination Agent in writing to immediately file a notice of such occurrence with the MSRB. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Developer desires to make, the written authorization of the Developer, or any Subsequent Third Party Owner, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after Developer becomes aware of the occurrence of the Listed Event); provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (l0) Business Days after the occurrence of such Listed Event, if notice of such Listed Event is received from the Developer more than ten (l0) Business Days after the occurrence of such Listed Event. The Developer or any Subsequent Third Party Owner, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Issuer and the Developer of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Developer to do so; provided that the Dissemination Agent shall file such notice by the tenth Business day after such event if no written instructions from the Developer have been received. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Developer, or Subsequent Third Party Owner, and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Developer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Developer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If the Dissemination Agent has been instructed via a written instrument by the Developer, or any Subsequent Third Party Owner, to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Developer more than ten (10) Business Days after the occurrence of such Listed Event.

Section 5. Termination of Reporting Obligations.

(a) The obligations of the Developer, any Subsequent Third Party Owner, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer or any Subsequent Third Party Owner is no longer responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year.

(b) At such time that neither the Developer, nor any Subsequent Third Party Owner, is responsible for payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installments of Assessment for any year, the Administrator shall provide written notice to the Developer, any Subsequent Third Party Owner, and the Issuer that no party is responsible for the payment of Annual Installments of Assessments equal to at least 20% of the total Annual Installment of Assessments for any year (the "Termination Notice"). The Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent and the Issuer, and the Dissemination Agent shall provide such Termination Notice to the MSRB within ten (10) Business Days of its receipt thereof.

(c) The reporting obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer and all Subsequent Third Party Owners, if any, are no longer responsible for the payment of Annual Installments of Assessments

equal to at least 20% of the total Annual Installment of Assessments for any year and any Termination Notice required by subsection (b) of this Section 5 has been provided to the MSRB

Section 6. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the Developer's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Specialized Public Finance, Inc.

Section 7. Amendment: Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted;

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent or the Issuer may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed); and

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Developer shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 7 to the Issuer and the Dissemination Agent.

Section 8. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer, or any Subsequent Third Party Owner, from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer chooses to include any information in any Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Developer, or any Subsequent Third Party Owner, shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

Section 9. Default. In the event of a failure of the Developer, or any Subsequent Third Party Owner, or Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least a Quarter in Interest in the

aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Developer, any Subsequent Third Party Owner, and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer, any Subsequent Third Party Owner, or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by the Developer, or any Subsequent Third Party Owner, shall not be deemed a default by the Issuer under the Issuer Disclosure Agreement, and a default by the Issuer under the Issuer Disclosure Agreement shall not be deemed a default by the Developer, any Subsequent Third Party Owner, or Administrator under the Disclosure Agreement.

Section 10. Duties. Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a

fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE DEVELOPER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 11. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, the Administrator or the Dissemination Agent in other than that person's official capacity.

Section 12. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent, the Issuer, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 14. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

Section 15. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 16. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 17. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[*remainder of page left blank intentionally*]

DISSEMINATION AGENT:

SPECIALIZED PUBLIC FINANCE, INC.

By: _____
Name: _____
Title: _____

ADMINISTRATOR:

P3Works, LLC a Texas limited liability company

By: _____
Name: _____
Title: _____

DEVELOPER:

PULTE HOMES OF TEXAS, L.P.
a Texas limited partnership

By: Pulte Nevada I LLC, a Delaware limited liability company, its general partner

By:_____
Name: _____
Title: _____

AGENDA ITEM #10.c.

AGENDA ITEM #10.d.

ATTACHMENTS:

Description	Upload Date
SB Task Order 61 - Bailey Lane	8/21/2020

Project Name: City of Liberty Hill – Bailey Lane Widening & Rehabilitation
Engineering Firm Name: Steger Bizzell
Task Order No. SB 020-61

City of Liberty Hill, Texas
P.O. Box 1920
Liberty Hill, Texas 78642

General Description of Services or Project:

The City of Liberty Hill ("City" or "Owner") desires to widen and rehabilitate Bailey Lane. The City also desires to determine whether it is feasible to add curbing and gutters to facilitate drainage.

Steger Bizzell ("Engineer") will prepare plans and specifications and provide bidding services for the project described above.

This task order is subject to the terms and conditions of a Master Services Agreement between the City of Liberty Hill and Steger Bizzell dated December 2, 2009.

City Provided Information or Work: The City shall provide the following services or perform the following work:

- City shall provide timely review comments for plans and documents submitted by Engineer.
- City shall be responsible for all third-party fees not listed on the attached fee schedule (none anticipated).
- City attorney shall prepare right-of-way documentation, if any (field notes and legal descriptions to be prepared by Steger Bizzell).

Any documents or information related to the Work/Services provided by the City to the Professional, including, without limitation, engineering studies, maps, reports, field data, notes, plans, diagrams, sketches, or maps (the "Information") is and shall remain the property of the City, and Professional shall have no ownership or other interest in same. The Professional shall deliver to the City, if requested, a written itemized receipt for the Information, and shall be responsible for its safe keeping and shall return it to the City, upon request, in as good condition as when received, normal wear and tear excepted.

Scope of Services: The Engineer shall provide the following services or perform the following work:

Surveying ($7,456)

1) Set control benchmarks to assist in surveying and construction. All survey work will be based on the Texas State Plane Coordinate System, Central Zone (4203), North American Datum of 1983 (2011 Adjustment), North American Vertical Datum of 1988 (GEOID12A), unless otherwise specified.
2) Field surveying to locate relevant topographic data including edge of pavement, drainage features, signs, hardwood vegetation greater than 10" diameter, fences, above-ground utility appurtenances, etc.
3) Deed research to determine property ownership.
4) Locate and survey existing property boundary monumentation. Calculate missing monumentation in accordance with Texas boundary law and commonly accepted surveying practices.
5) Prepare an AutoCAD base map that depicts existing surveyed features, including property boundaries.
6) Prepare field notes and parcel sketches for a maximum of three parcels of right-of-way acquisition and two parcels for right-of-way vacation.

PS&E Engineering, Bidding, & Construction Management ($45,427)

1) Perform hydrologic and hydraulic studies of the project area. The studies will include calculations of storm water runoff rates and will propose drainage structures and features to convey the flows from the project area.
2) Perform a geotechnical field investigation and prepare a pavement design recommendation.
3) Prepare "90%" construction plans for City review. Plans may include:
    a. Cover sheet, index, and location map
    b. General Notes and Quantities
    c. Erosion and Sedimentation Control Plan
    d. Drainage Area Map & Calculations
    e. Roadway Improvements (Plan Only, No Profiles)
    f. Drainage Improvements
    g. Traffic Control Plan
    h. Civil Standard Details
4) Incorporate final review comments and prepare sealed "100%" construction plans, quantities, and cost estimate.
5) Prepare a project manual and technical specifications.
6) Assist the City in publicly bidding the project, including preparation of advertisement, managing the pre-bid meeting, managing the bid opening meeting, reviewing and tabulating bids, evaluation of apparent low bidder, and recommendation of award to City Council.
7) Coordinate execution of contract documents between City and Contractor.
8) Conduct a pre-construction conference.
9) Assist the City during the construction phase as necessary by preparing change orders and work change directives, reviewing requests for information, and assisting with field orders.

10) Conduct a final project walk-through and prepare the project close-out punch list.
11) Prepare record drawings from data provided by Contractor by digitally marking "on top of" PDF plans. No revisions shall be made to the original CAD files.

Exclusions

1) Right-of-way and easement legal document preparation, negotiation, or acquisition.
2) TCEQ coordination (not necessary because project limits are < 5 acres).
3) More than one bid package.
4) Preparation of right-of-way maps (existing or proposed).
5) Dry utility relocation design.
6) Environmental studies, engineering, assessments, or reports, except as noted.
7) Materials testing services.
8) Landscape, irrigation, and entry monument design.
9) Pavement structure or subgrade design.
10) Lighting design.
11) Utility relocation or coordination with third-party providers.

Proposed Project Team:

Professional's Designated Representative:	Curtis Steger, P.E.
Project Manager:	Dex Dean, P.E.
Review Engineer:	Curtis Steger, P.E.

City's Designated Representative: _____

Work Schedule:

The schedule for the Services to be performed by the Professional is as follows (from date of Approval):

Surveying	Three (3) Months
Engineering	Two (2) Months
Bidding	Two (2) Months
Construction	Four (4) Months

This schedule is contingent on timely completion of City Provided Information or Work and timely review by stakeholders.

Statement Regarding Non-Collusion; Prohibited Financial Interests; Prohibited Political Influences: (Per Article 36 in the Master Service Agreement): Professional hereby represents and warrants to City that Professional shall not perform any work or services for a third party that is potentially or actually related to, connected to, a part of, or integral to the work or services that it has performed is or is performing for the City under this Task Order. Professional shall have the affirmative duty to bring all such conflicts or potential conflicts to the attention of the City, and Professional agrees that the City shall be the sole judge as to whether a conflict or potential conflict of interest with work for private parties or Developer work exists. If in the judgment of the City such a conflict or potential conflict between City work and Developer work exists, then Professional agrees to terminate all work under the affected Task Order(s) immediately and that it shall not be eligible for payment for such services.

Compensation:

☒ *Time and Expenses*: - Services to be provided at rates shown on Exhibit A, authorized in an amount up to $52,883 DOLLARS and ZERO CENTS. The Professional's services will not surpass this amount unless the City authorizes additional compensation for continued services. The City will be billed monthly for work completed through date of billing. A conceptual construction cost estimate is included as Exhibit B.

Reimbursable expenses are not included in the above listed fees and will be paid by the City, including, but not limited to: postage or other delivery charges, document reproductions, etc. above and beyond initial deliverables. Professional will provide the City with reasonable documentation supporting the reimbursable costs and expenses.

APPROVED:

CITY OF LIBERTY HILL		**PROFESSIONAL** Firm Name: Steger Bizzell	
By:	_____	By:	_____
Name:	Rick Hall	Name:	Curtis Steger, P.E.
Title:	Mayor	Title:	Principal
Address:	P.O. Box 1920 Liberty Hill, TX 78642	Address:	1978 S. Austin Ave. Georgetown, TX 78626
Phone:	512-778-5449	Phone:	(512) 930-9412
Fax:	512-778-5418	Fax:	n/a
E-Mail:	rhall@libertyhilltx.gov	E-Mail:	curtis.steger@stegerbizzell.com
Date:	_____	Date:	_____

S:\PROPOSALS\City of Liberty Hill\Task Orders\Task Order 020-61 - Bailey Lane Rehab\Task Order 61 - Bailey Lane Widening.doc

Exhibit A

STEGER BIZZELL

Rate Schedule

Effective July 26, 2019

(All Rates Per Hour)

Engineer (Principal)	$242.00
Senior Engineer	$203.00
Engineer (P.E.)	$167.00
Project Manager	$224.00
Engineer in Training (EIT)	$138.00
Graduate Engineer	$133.00
Senior Technician	$133.00
GIS Technician	$109.00
Design Technician	$109.00
CADD Technician/ Draftsman	$104.00
Survey Technician/ Draftsman	$104.00
Registered Surveyor	$139.00
Surveyor in Training (SIT)	$109.00
1 Man Survey	$151.00
2 Man Survey Party	$166.00
3 Man Survey Party	$182.00
Field Inspector	$ 94.00
Clerical	$ 75.00
Student Technician	$ 34.00

Mileage Current IRS Rate

These rates are subject to change.
Note: Expert Witness Fees are billed at 1.5 times the hourly rate.

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
PHONE 512.930.9412
FAX 512.930.9416
WEB STEGERBIZZELL.COM
TEXAS REGISTERED ENGINEERING FIRM F-181
SERVICES >> ENGINEERS >> PLANNERS >> SURVEYORS

Exhibit C

Prepared by:

STEGER BIZZELL

F-181

CITY OF LIBERTY HILL

BAILEY LANE REHABILITATION

Conceptual Construction Estimate for Project Scoping

August 20, 2020

BASE BID

ITEM	TXDOT SPEC	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	EST. COST
		MOBILIZATION				
1	500-6001	INSURANCE, BONDS, & MOVE-IN (<5% OF TOTAL BID)	LS	1	$ 16,000.00	$ 16,000.00
		RIGHT-OF-WAY (NOT INCLUDED)				
		OWNER RECORDS				
2		VIDEOTAPE PRE-CONSTRUCTION PROJECT AREA & PROVIDE DIGITAL COPY TO OWNER	LS	1	$ 1,000.00	$ 1,000.00
		EROSION CONTROL				
3		PREPARATION, IMPLEMENTATION, & ADMINISTRATION OF SWPPP	LS	1	$ 3,000.00	$ 3,000.00
4	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	450	$ 3.00	$ 1,350.00
5	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	450	$ 1.00	$ 450.00
6	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	25	$ 45.00	$ 1,125.00
7	506-6011	ROCK FILTER DAMS (REMOVE) (TY 2)	LF	25	$ 10.00	$ 250.00
		LANDSCAPING				
8		TREE REMOVAL	LS	1	$ 2,500.00	$ 2,500.00
9	160-6003	FURNISHING AND PLACING TOPSOIL (6")	SY	295	$ 4.50	$ 1,327.50
10	162-6002	BLOCK SODDING	SY	295	$ 5.50	$ 1,622.50
11		IRRIGATION	MO	4	$ 1,000.00	$ 4,000.00
		ROADWAY				
12	100-6002	PREPARING ROW	AC	0.75	$ 15,000.00	$ 11,250.00
13	104-6021	REMOVING CONCRETE (CURB)	LF	1,145	$ 7.25	$ 8,301.25
14	104-6044	REMOVING CONCRETE	CY	4	$ 330.00	$ 1,331.00
15	251-6478	REWORK BS MTL (TY B) (9-18") (ORD COMP)	SY	1,745	$ 7.00	$ 12,215.00
16	110-6004	EXCAVATION	CY	470	$ 22.00	$ 10,329.00
17	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	50	$ 32.00	$ 1,600.00
18		PREPARE SUBGRADE (8")	SY	939	$ 7.50	$ 7,042.50
19	247-6477	FL BS (CMP IN PLC)(TY D GR 1-2)(16")	SY	939	$ 40.00	$ 37,560.00
20	340-6027	D-GR HMA TY-C SAC-B PG70-22	TON	447	$ 170.00	$ 75,990.00
21	310-6005	PRIME COAT (AE-P)	SY	2,052	$ 1.50	$ 3,078.00
22	529-6008	CONC CURB (6") WITH REINFORCING	LF	883	$ 24.00	$ 21,192.00
23	529-6038	CONC CURB (RIBBON)	LF	157	$ 20.00	$ 3,140.00
24		CURB TRANSITION	EA	10	$ 300.00	$ 3,000.00
25		EXPANSION JOINTS 40' O.C. IN CURB	EA	23	$ 5.20	$ 119.60
26	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL) *	LF	27	$ 24.00	$ 648.00
27		REPAIR DRIVEWAYS AND LOTS	LS	1	$ 5,000.00	$ 5,000.00
28		RELOCATE BOULDERS	EA	6	$ 350.00	$ 2,100.00
29		RELOCATE MAILBOX	EA	1	$ 350.00	$ 350.00
30		RELOCATE SMALL SIGN	EA	1	$ 350.00	$ 350.00
		*Striping by City of Liberty Hill is included for cost information.				
		LIGHTING (NOT INCLUDED)				
		DRAINAGE				
31	464-6003	RC PIPE (CL III)(18 IN) - CULVERT	LF	55	$ 125.00	$ 6,875.00
32		INSTALL SET	EA	2	$ 3,000.00	$ 6,000.00
33	496-6007	REMOV STR (PIPE CULVERT)	EA	45	$ 20.00	$ 900.00
34		REMOVE STR (SET)	EA	2	$ 650.00	$ 1,300.00
35		CURB INLETS	EA	2	$ 7,500.00	$ 15,000.00
36	464-6003	RC PIPE (CL III)(18 IN) - STORM DRAINS	LF	500	$ 125.00	$ 62,500.00
		TEMPORARY SIGNS/TRAFFIC HANDLING				
37	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$ 3,000.00	$ 12,000.00
38	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAYS	120	$ 68.00	$ 8,160.00
39		PROJECT SIGNS (48"x36", WOOD SUBSTRATE)	EA	2	$ 1,300.00	$ 2,600.00

Subtotal	**$ 352,556.35**
Budget contingency (10% of construction)	$ 35,255.64
Engineering (15% of construction)	$ 52,883.45
TOTAL WITH CONTINGENCY AND ENGINEERING	**$ 440,695.44**

FOR REVIEW

PRELIMINARY NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW AND ESTIMATES UNDER THE AUTHORITY OF DEX D. DEAN, P.E. #119081 ON 8/20/2020. IT IS NOT TO BE USED FOR PERMIT, BIDDING, OR CONSTRUCTION.

BAILEY LANE WIDENING CONCEPTUAL DESIGN

STEGER BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626	
METRO 512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700	WEB	STEGERBIZZELL.COM
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS		

DATE 8/20/2020 JOB NO. 21487

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

L:\PROJECTS 2000\21487 City of Liberty Hill General\21487 Bailey Lane Rehab\21487 Bailey ROW Exhibit.dwg, 8/20/2020 1:31:07 PM, sdean

AGENDA ITEM #10.e.

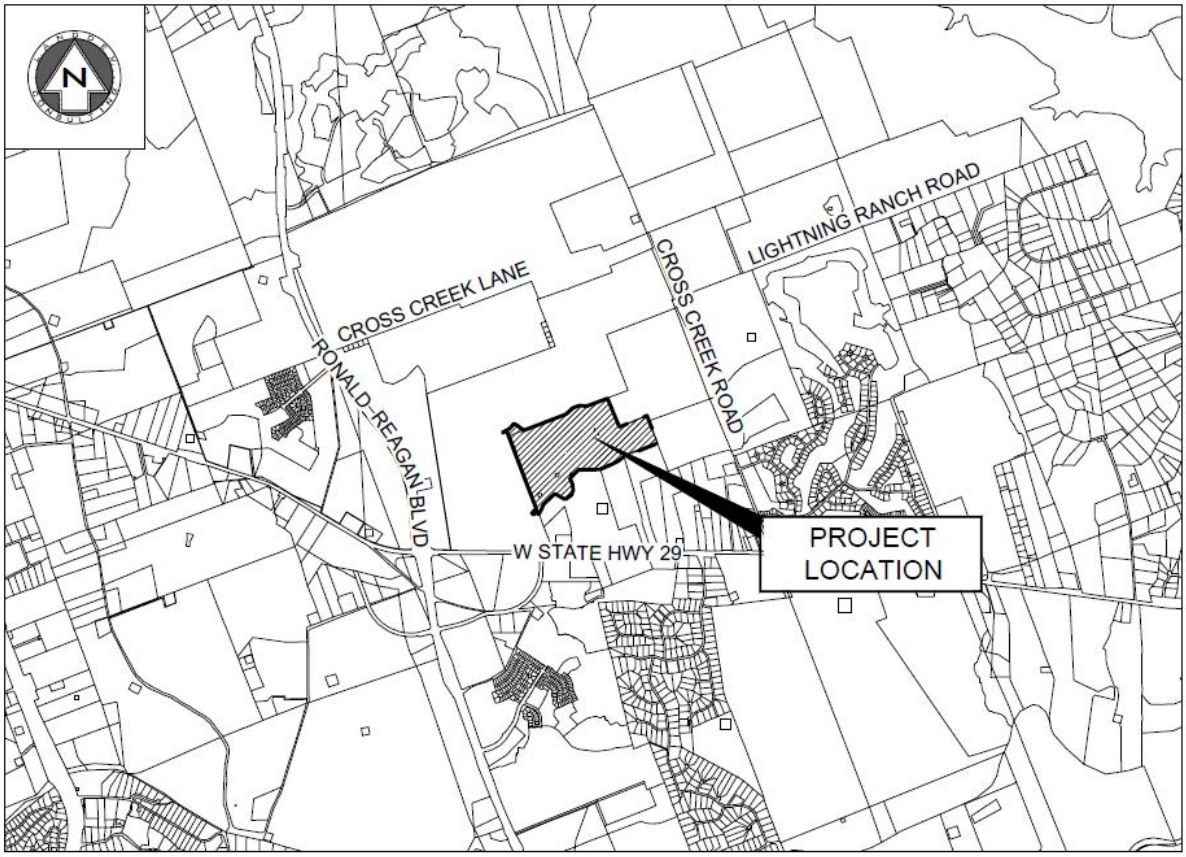
ATTACHMENTS:

Description	Upload Date
Omega staff report	8/19/2020

City Council
REGULAR AGENDA
August 24, 2020

Item:	**Discussion, consideration and final action on the Omega Ranch Preliminary Plat,** located north of State Road 29 and east of Kaufmann Loop inside both the city's ETJ and Williamson County Municipal Utility District No. 23, and identified as 147.39 acres out of the Greenlief Fisk Survey, ABS 5, Williamson County, TX (A portion of WCAD ID No. R021698).
Owner:	Omega Ranch, LLC
Agent:	M.A. Partners, LLC, by Wyatt Henderson
WILCO ID Number:	**A portion of R021698**
Current Zoning:	N/A, Outside City Limits

Site Map:



Discussion: The request is to facilitate the future platting of up to 581 residential lots, 23 open space lots and approximately 21,300 linear feet of street right-of-way. The subject property is part of an overall 223-acre tract that is located along the north side of State Road 29 and east of the Kaufman Loop in the city's extra-territorial jurisdiction, or ETJ. On March 28, 2016, the City Council adopted an Ordinance to absorb the 223-acre parent tract into the city's ETJ at the request of the property owner. On February 24, the City entered into a development agreement involving the parent tract

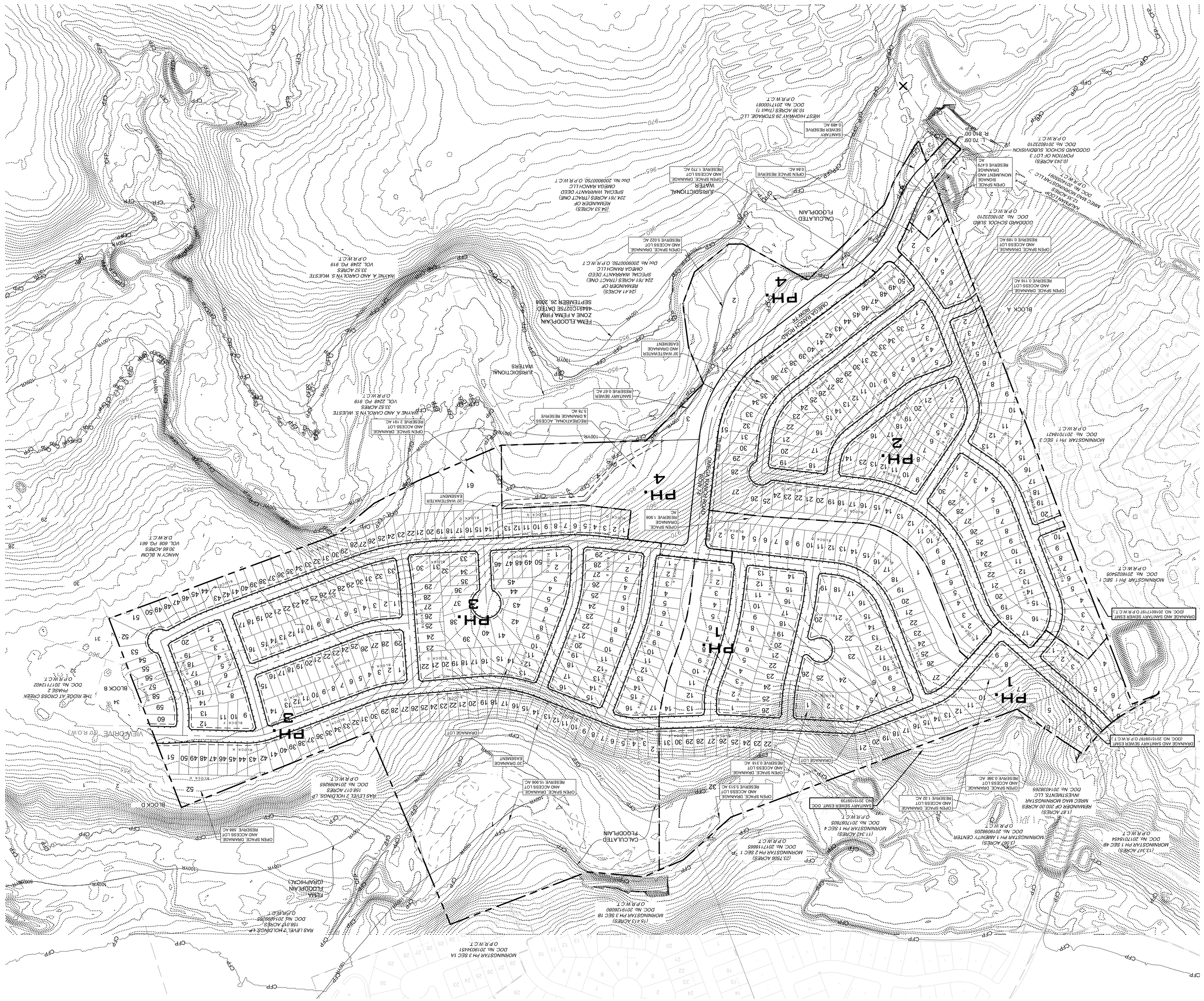
to allocate the north 147 acres (the subject property) to single-family residential development within the Williamson County Municipal Utility District, Number 23 (MUD 23) and the south 77-acre remaining balance (not a part of this application) to commercial development and annexation into the City. On March 9, the property owner was granted permission by the City to incorporate the subject property into MUD 23. This application for a preliminary plat was submitted on May 29, 2020. The Planning and Zoning Commission reviewed the application at its August 18, 2020 public meeting. Staff could not consider the application sound due to an unresolved matter regarding street width for a proposed collector roadway. At staff's discretion, and given the benign nature of the unresolved matter, the application was brought forward due to timing issues and project momentum and in anticipation that the matter could be resolved prior to the Council meeting.

The subject property is oriented southwest-to-northeast, has significant drainage features throughout and is surrounded by the Morning Star residential development to the north and west and the Ridge at Cross Creek residential development to the east. Anticipated buildout will be in four (4) phases. Typical lot dimensions appear to be 45 feet in width by 120 feet in depth, and gross density appears to be roughly 3.94 dwelling units per acre. Roughly 78 acres will be used for residential buildout, and 44 acres will be used for open space that largely consists of natural drainways. The project will be served by the cities of Georgetown (water) and Liberty Hill (sewer).

Recommendation: At the August 18, 2020 meeting, the Planning and Zoning Commission was advised by Staff that it could either: (a) approve the application, subject to a condition that all outstanding technical issues be satisfactorily resolved prior to the August 24, 2020 City Council meeting; or (b) disapprove the application. The Commission unanimously recommended approval of the application, subject to the following condition(s):

(Update) the right-of-way and pavement width of Sun Grove Trial, between Omega Ranch Road and Mason Hill Lane, as it is classified as a collector street in the revised submittal provided. According to Round Rock Transportation Criteria Manual 1.3.2-Table 1-7, the right-of-way width for a collector is 65 feet with 37 feet pavement width LOG-LOG. Also update the same on Sheet no. 2- street table & Sheet no. 5. Please note that (Williamson County) recommend(s) carrying the collector width through the nearest intersection and then transitioning the pavement and right-of-way widths.

P:\Austin Atlantic\154301\149. Omega Ranch\03_ACAD\Plans\Preliminary\ OVERALL PRELIMINARY PLAN.dwg, 2 OVERALL PRELIMINARY PLAN, August 04, 2025, 10:50 AM, mvelasquez



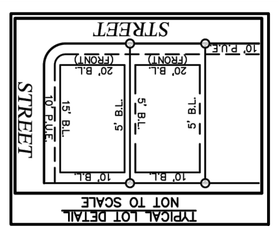
OVERALL PRELIMINARY PLAN

OMEGA RANCH PRELIMINARY PLAN

LIBERTY HILL ETJ
WILLIAMSON COUNTY, TEXAS

STREETS TABLE						
STREET NAME	STREET LENGTH (LF)	ROW WIDTH (FT)	FOC-FOC (FT)	SIDEWALK LOCATION / WIDTH (FT)	CLASSIFICATION	SPEED LIMIT (MPH)
AURORA FIELDS COVE	89	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
CATERPILLAR LANE	754	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
COMET POINTE DRIVE	1,060	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
DAYSPRING COVE	248	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
DAYSTAR DRIVE	172	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
EDGE HOLLOW LANE	539	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
ETHAN RUN	665	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
GEMINI TRAIL	146	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
GREENWAY DRIVE	1,232	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
GREENWAY LANE	783	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
HANNAH TRAIL	691	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
MASON HILL LANE	730	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
MORNING DAWN LANE	730	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
MORNING TIDE DRIVE	573	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
OMEGA RANCH ROAD	2,110	74	48	NORTH / 4	COLLECTOR	30
STELLAR WIND DRIVE	3,953	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
SUN GROVE TRAIL	3,989	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
VIEW DRIVE	3,727	50	30	BOTH / 4	LOCAL RESIDENTIAL	25
WOODS EDGE LANE	1,064	50	30	BOTH / 4	LOCAL RESIDENTIAL	25

LAND USE TABLE		
USE	SQUARE FEET	ACRES
RESIDENTIAL	3,415,663	78.41
RIGHT-OF-WAY	1,078,044	24.75
OPEN SPACE/UTILITY	1,926,579	44.23
TOTAL	6,420,286	147.39



PRELIMINARY PLAT NOTES

1. TOTAL ACREAGE: 147.39 ACRES
TOTAL NUMBER OF LOTS = 581
PHASE 1 = 123
PHASE 2 = 171
PHASE 3 = 287
OPEN SPACE = 23

2. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS IN THE SUBDIVISION AND ON THE SUBDIVISION SIDE OF OMEGA RANCH LANE. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. ALL SIDEWALKS IN THIS SUBDIVISION WILL BE MAINTAINED BY THE ADJACENT PROPERTY OWNERS.

PUBLIC UTILITY INFORMATION:

WATER: GEORGETOWN UTILITY SYSTEMS
300 INDUSTRIAL AVE
GEORGETOWN, TEXAS 78626

WASTEWATER: CITY OF LIBERTY HILL
1120 LOOP 332
LIBERTY HILL, TEXAS 78642

ELECTRIC: PEDERNALES ELECTRIC COOP
10625 TX-29
LIBERTY HILL, TEXAS 78642

GAS: ATMOS ENERGY
3110 N IH 35
ROUND ROCK, TX 78681

TELEPHONE: SUDDENLINK COMMUNICATIONS
4402 WILLIAMSON DR #125
GEORGETOWN, TX 78628

SCALE: 1" = 200'
0 200' 400'

LEGEND

- PROPERTY BOUNDARY
- PHASE LINE
- FEMA 100-YR FLOODPLAIN
- FEMA 500-YR FLOODPLAIN
- FEMA FLOODWAY
- JURISDICTIONAL WATERS
- CALCULATED 100-YR FLOODPLAIN
- CURB AND GUTTER
- PROPOSED CENTERLINE
- PROPOSED LOTS
- PROPOSED UTILITY EASEMENT
- SIDEWALK
- * MAILBOX CLUSTER BOX

DESIGNED BY: KP
DRAWN BY: MV/GS
CHECKED BY: MK
APPROVED BY: KP

SHT. 2 OF 17

XXX-XXXX-XXXX

LAND DEV CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.266.6696
FIRM NO. 18392

Know what's below. Call before you dig.

KEITH PARKAN, P.E. 88601 LICENSED PROFESSIONAL ENGINEER 8/4/2025

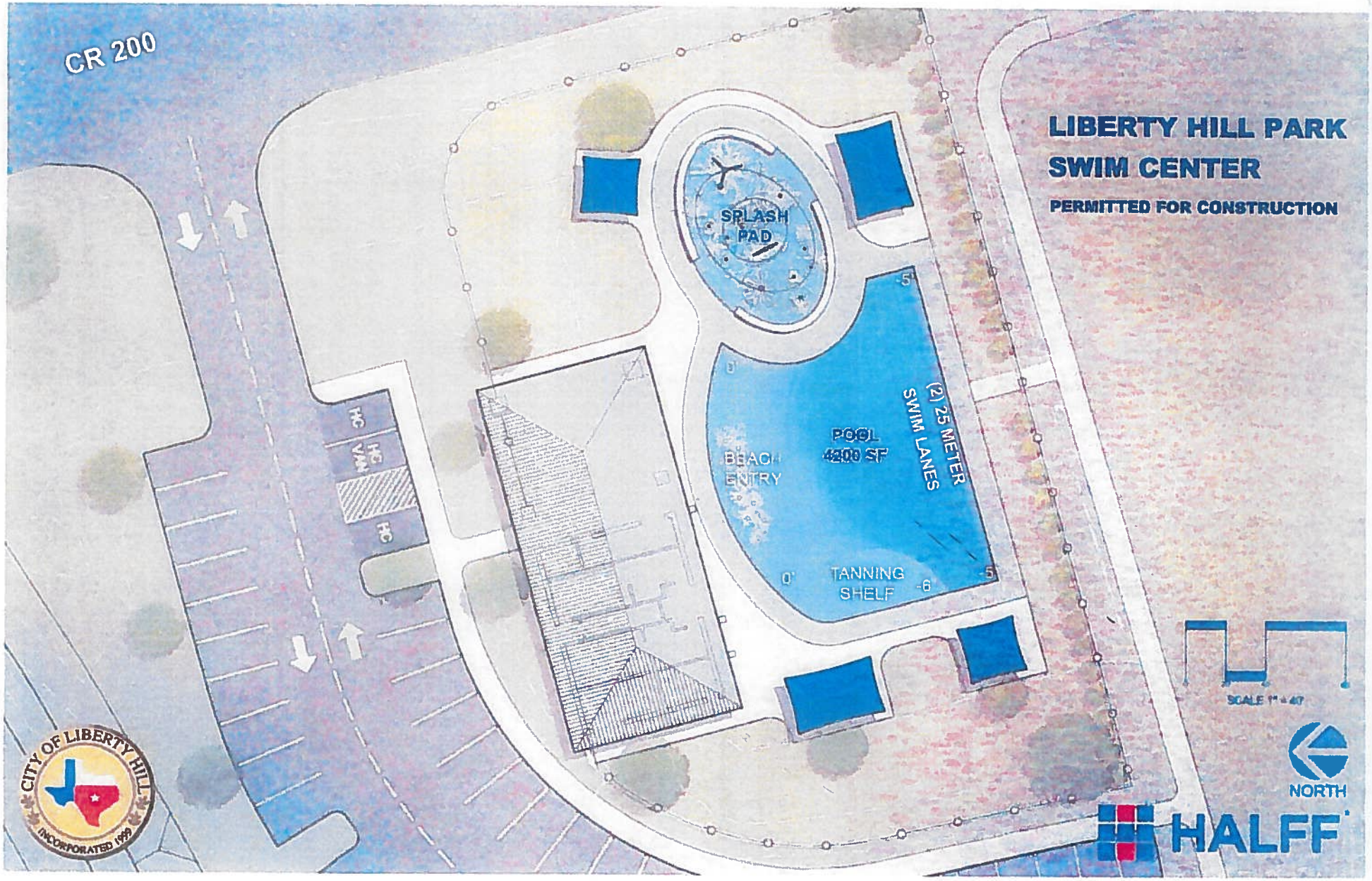
DATE	BY	REVISION	NO

AGENDA ITEM #10.g.

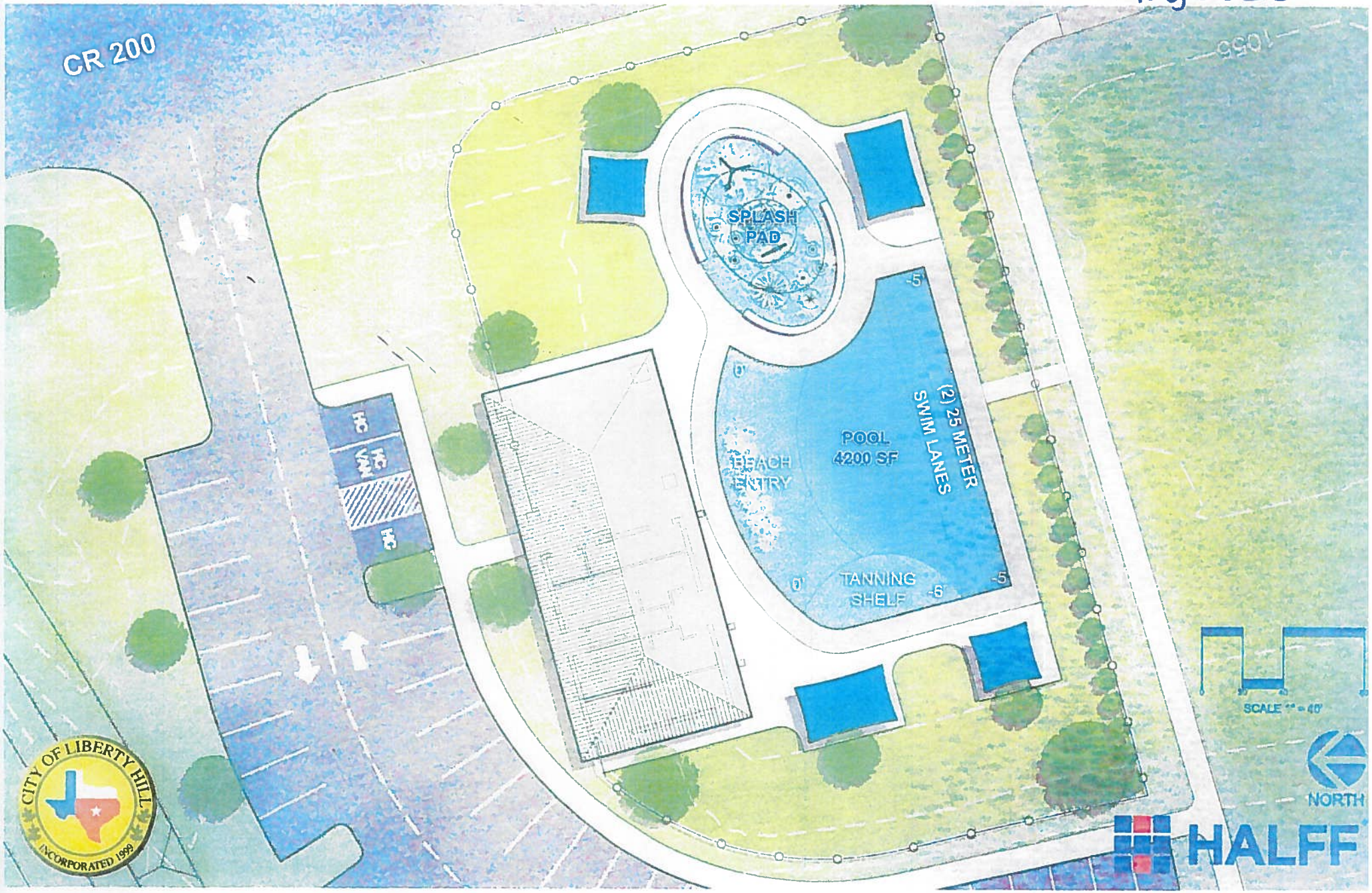
ATTACHMENTS:

Description	Upload Date
August 2019	8/21/2020
May 2020	8/21/2020
July 2020	8/21/2020

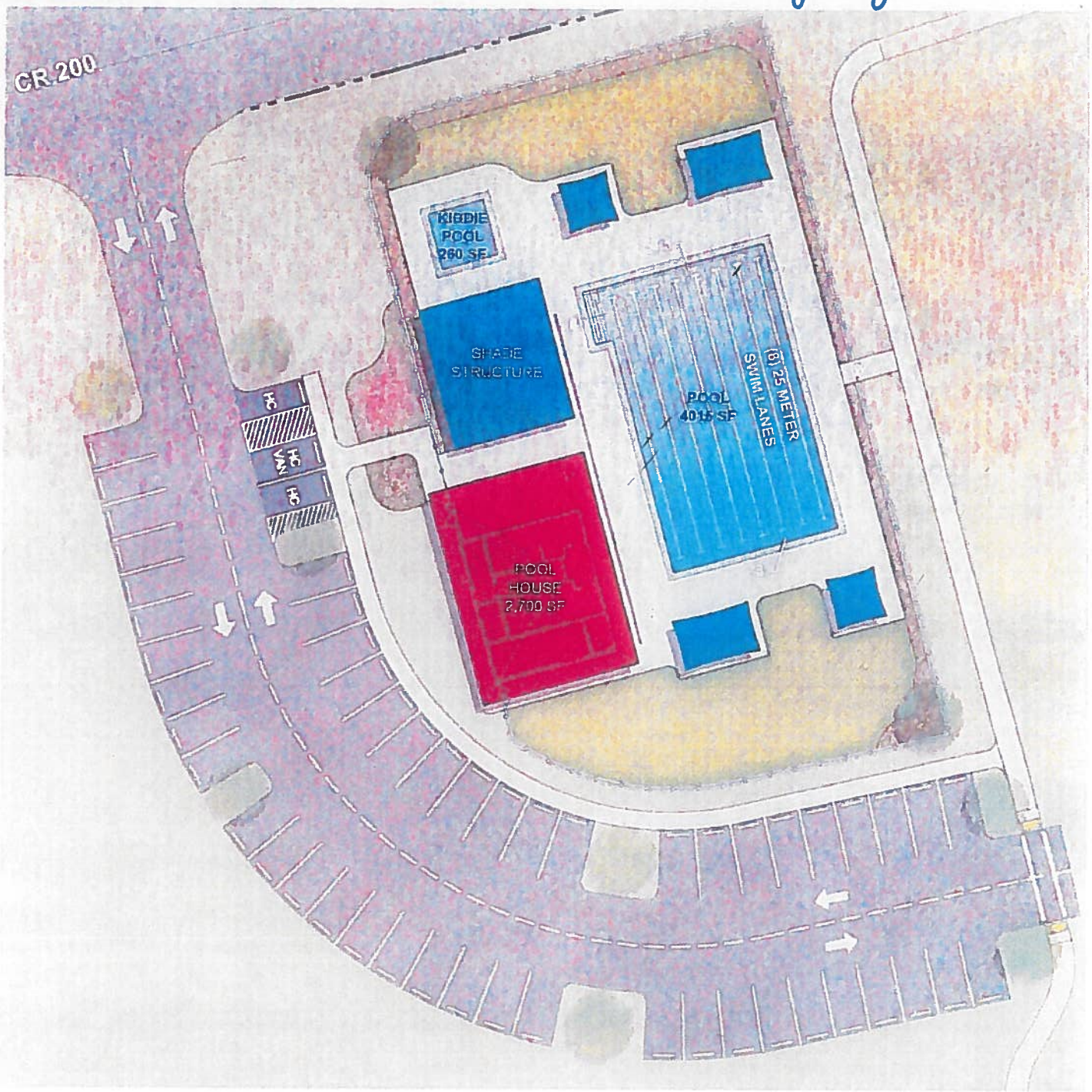
Aug. 2019


CR 200
LIBERTY HILL PARK
SWIM CENTER
PERMITTED FOR CONSTRUCTION
SPLASH PAD
POOL
4200 SF
(2) 25 METER SWIM LANES
BEACH ENTRY
TANNING SHELF
HC
HC VAN
HC
NORTH
HALFF
CITY OF LIBERTY HILL
INCORPORATED 1999

May 2020


CR 200
SPLASH PAD
POOL 4200 SF
(2) 25 METER SWIM LANES
BEACH ENTRY
TANNING SHELF
-5'
0'
-6'
FC
SCALE 1" = 40'
NORTH
HALFF
CITY OF LIBERTY HILL
INCORPORATED 1999

July 2020



LIBERTY HILL CITY PARK SWIM CENTER EXHIBIT

SCALE 1" = 40'

NORTH

JULY 2020

LIBERTY HILL
FREEDOM TO GROW

HALFF

AGENDA ITEM #10.h.

ATTACHMENTS:

Description	Upload Date
Tax Rate Notice	8/21/2020
Tax Rate Calculations	8/21/2020
Truth in Taxation	8/21/2020

TNT-856 04-20/16

2020 Notice of Tax Rates in City of Liberty Hill

Property Tax Rates in City of Liberty Hill. This notice concerns the 2020 property tax rates for City of Liberty Hill. This notice provides information about two tax rates. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. The voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	$1,575,556
This year's adjusted taxable value (after subtracting value of new property)	$346,345,597
=This year's no-new-revenue tax rate	0.454908/$100
+This year's adjustments to the no-new-revenue tax rate	$0 /$100
=This year's adjusted no-new-revenue tax rate	0.454908/$100

This is the maximum rate the taxing unit can propose unless it publishes a notice and holds a hearing.

This year's voter-approval tax rate:

Last year's adjusted operating taxes (after adjusting as required by law)	$1,035,572
This year's adjusted taxable value (after subtracting value of new property)	$346,345,597
=This year's voter-approval operating tax rate	0.298999/$100
×(1.035 or 1.08, as applicable) = this year's maximum operating rate	0.309463/$100
+This year's debt rate	0.145096/$100
+The unused increment rate, if applicable	0.000000/$100
=This year's total voter-approval tax rate	0.454559/$100

This is the maximum rate the taxing unit can adopt without an election for voter approval.

Unencumbered Fund Balances:

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Fund	Balance
M&O	$0
I&S	$0

2020 Debt Service:

The taxing unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment

		Paid from Property Taxes		
2016 Tax Note	$163,000	$6,363	$0	$169,363
2017 Tax Note	$317,000	$24,278	$0	$341,278
2018 CO-Gen	$0	$111,000	$0	$111,000

	Total required for 2020 debt service	$621,641
-	Amount (if any) paid from funds listed in unencumbered funds	$0
-	Amount (if any) paid from other resources	$0
-	Excess collections last year	$10,782
=	Total to be paid from taxes in 2020	$610,859
+	Amount added in anticipation that the unit will collect only 102.000000% of its taxes in 2020	$-11,978
=	Total Debt Levy	$598,881

This notice contains a summary of the no-new-revenue and voter-approval calculations as certified by
Name of person preparing this notice: Larry Gaddes, PCAC, CTA
Position: Tax Assessor/Collector
Date prepared: August 3, 2020

You can inspect a copy of the full calculations on the taxing unit's website at:
williamsonpropertytaxes.org.

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.

WILLIAMSON COUNTY 1848

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

City of Liberty Hill – Williamson County (CLH)

PROPERTY TAX CODE, SECTION 26.04
SUBMISSION OF TAX RATES

I, Larry Gaddes, Tax Assessor/Collector for Williamson County, do hereby submit to the governing body of your taxing jurisdiction the No-New-Revenue and Voter-Approval rate. The rates as reflected below are calculated by my office per Chapter 26 of the Texas Property Tax Code for tax year 2020.

NO-NEW-REVENUE TAX RATE:	**$0.454908 / $100**
VOTER-APPROVAL TAX RATE:	**$0.454559 / $100**
CALCULATED DEBT RATE:	**$0.145096 / $100**

Larry Gaddes PCAC, CTA
Williamson County
Tax Assessor/Collector

Date 8/5/20

Main Office:
904 South Main Street
Georgetown, TX 78626
Motor Vehicle Telephone : 512.943.1601
Property Tax Telephone : 512.943.1601
www.wilco.org/tax

Annex Locations:
1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664
Telephone : 512.244.8644

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613
Telephone : 512.260.4290

412 Vance St, Ste 1
Taylor, TX 76574
Telephone : 512.352.4140

TNT-856 06-20/6

2020 Tax Rate Calculation Worksheet

City of Liberty Hill

No-New-Revenue Tax Rate
The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

1.	**2019 total taxable value.** Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17).[1]	$337,726,260
2.	**2019 tax ceilings.** Counties, Cities and Junior College Districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" If your taxing units adopted the tax ceiling provision in 2019 or prior year for homeowners age 65 or older or disabled, use this step.[2]	$14,080,018
3.	**Preliminary 2019 adjusted taxable value.** Subtract line 2 from line 1.	$323,646,242
4.	**2019 total adopted tax rate.**	$0.490187/$100
5.	**2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value.** A. **Original 2019 ARB values:** $0 B. **2019 values resulting from final court decisions:** - $0 C. **2019 value loss.** Subtract B from A.[3]	$0
6.	**2019 taxable value subject to an appeal under Chapter 42, as of July 25.** A. **2019 ARB certified value:** $0 B. **2019 dispuated value:** - $0 C. **2019 undisputed value.** Subtract B from A.[4]	$0
7.	**2019 Chapter 42 related adjusted values.** Add line 5 and line 6.	$0
8.	**2019 taxable value, adjusted for actual and potential court-ordered adjustments.** Add line 3 and line 7.	$323,646,242

1 Tex. Tax Code § 26.012(14)

2 Tex. Tax Code § 26.012(14)

3 Tex. Tax Code § 26.012(13)

4 Tex. Tax Code § 26.012(13)

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

No-New-Revenue Tax Rate (continued)

9.	**2019 taxable value of property in territory the taxing unit deannexed after January 1, 2019.** Enter the 2019 value of property in deannexed territory.[5]	$0
10.	**2019 taxable value lost because property first qualified for an exemption in 2020.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value. A. **Absolute exemptions.** Use 2019 market value: $80,340 B. **Partial exemptions.** 2020 exemption amount or 2020 percentage exemption times 2019 value: + $2,200,351 C. **Value loss.** Add A and B.[6]	$2,280,691
11.	**2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020.** Use only those properties that first qualified in 2020; do not use properties that qualified in 2019. A. **2019 market value:** $0 B. **2020 productivity or special appraised value:** - $0 C. **Value loss.** Subtract B from A.[7]	$0
12.	**Total adjustments for lost value.** Add lines 9, 10C and 11C.	$2,280,691
13.	**Adjusted 2019 taxable value.** Subtract line 12 from line 8.	$321,365,551
14.	**Adjusted 2019 total levy.** Multiply line 4 by line 13 and divide by $100.	$1,575,292
15.	**Taxes refunded for years preceding tax year 2019.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2019. Types of refunds include court decisions, Tax Code § 25.25(b) and (c) corrections and Tax Code § 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.[8]	$264
16.	**Taxes in tax increment financing (TIF) for tax year 2019.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2020 captured appraised value in Line 18D, enter "0".[9]	$0
17.	**Adjusted 2019 levy with refunds and TIF adjustment.** Add lines 14 and 15, subtract line 16.[10]	$1,575,556

5 Tex. Tax Code § 26.012(15)

6 Tex. Tax Code § 26.012(15)

7 Tex. Tax Code § 26.012(15)

8 Tex. Tax Code § 26.012(13)

9 Tex. Tax Code § 26.03(c)

10 Tex. Tax Code § 26.012(13)

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

No-New-Revenue Tax Rate (continued)

18.	**Total 2020 taxable value on the 2020 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 20). These homesteads includes homeowners age 65 or older or disabled.[11]		
	A. **Certified values:**	$410,244,123	
	B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office:	+ $0	
	C. **Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	- $0	
	D. **Tax increment financing:** Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2020 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 23 below.[12]	- $0	
	E. **Total 2020 value.** Add A and B, then subtract C and D.		$410,244,123
19.	**Total value of properties under protest or not included on certified appraisal roll.**[13]		
	A. **2020 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.[14]	$18,028,061	
	B. **2020 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.[15]	+ $0	

11 Tex. Tax Code § 26.12, 26.04(c-2)

12 Tex. Tax Code § 26.03(c)

13 Tex. Tax Code § 26.01(c) and (d)

14 Tex. Tax Code § 26.01(c)

15 Tex. Tax Code § 26.01(d)

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

No-New-Revenue Tax Rate (concluded)

19. (cont.)	C. **Total value under protest or not certified.** Add A and B.	$18,028,061
20.	**2020 tax ceilings.** Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter "0". If your taxing units adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$15,526,811
21.	**2020 total taxable value.** Add lines 18E and 19C. Subtract line 20.[17]	$412,745,373
22.	**Total 2020 taxable value of properties in territory annexed after January 1, 2019.** Include both real and personal property. Enter the 2020 value of property in territory annexed.[18]	$4,706,662
23.	**Total 2020 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after January 1, 2019 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2020.[19]	$61,693,114
24.	**Total adjustments to the 2020 taxable value.** Add lines 22 and 23.	$66,399,776
25.	**Adjusted 2020 taxable value.** Subtract line 24 from line 21.	$346,345,597
26.	**2020 NNR tax rate.** Divide line 17 by line 25 and multiply by $100.[20]	$0.454908/$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate.[21]	$/$100

16 Tex. Tax Code § 26.012(6)(B)

17 Tex. Tax Code § 26.012(6)

18 Tex. Tax Code § 26.012(17)

19 Tex. Tax Code § 26.012(17)

20 Tex. Tax Code § 26.04(c)

21 Tex. Tax Code § 26.04(d)

2020 Tax Rate Calculation Worksheet

City of Liberty Hill

Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

28.	**2019 M&O tax rate.** Enter the 2019 M&O tax rate.	$0.319918/$100
29.	**2019 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$323,646,242
30.	**Total 2019 M&O levy.** Multiply line 28 by line 29 and divide by $100.	$1,035,402
31.	**Adjusted 2019 levy for calculating NNR M&O taxes.** Add line 31E to line 30. A. **2019 sales tax specifically to reduce property taxes.** For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. $0 B. **M&O taxes refunded for years preceding tax year 2019:** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019. + $170 C. **2019 taxes in TIF.**: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 18D, enter 0. - $0	

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

Voter-Approval Tax Rate (continued)

31. (cont.)	D. **2019 transferred function.**: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.	+/- $0	
	E. **2019 M&O levy adjustments.**: Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function.	$170	$1,035,572
32.	**Adjusted 2020 taxable value.** Enter the amount in line 25 of the *No-New-Revenue Tax Rate Worksheet.*		$346,345,597
33.	**2020 NNR M&O rate. (unadjusted)** Divide line 31 by line 32 and multiply by $100.		$0.298999/$100
34.	**Rate adjustment for state criminal justice mandate.**[23] Enter the rate calculated in C. If not applicable, enter 0.		
	A. **2020 state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$0	
	B. **2019 criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	$0	
	C. Subtract B from A and divide by line 32 and multiply by $100.	$0/$100	$0/$100

22 [Reserved for expansion]
23 Tex. Tax Code § 26.044

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

Voter-Approval Tax Rate (continued)

35.	**Rate adjustment for indigent health care expenditures.**[24] Enter the rate calculated in C. If not applicable, enter 0.		
	A. **2020 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose.	$0	
	B. **2019 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose.	$0	
	C. Subtract B from A and divide by line 32 and multiply by $100.	$0/$100	$0/$100
36.	**Rate adjustment for county indigent defense compensation.**[25] Enter the lessor of C and D. If not applicable, enter 0.		
	A. **2020 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose.	$0	
	B. **2019 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose.	$0	
	C. Subtract B from A and divide by line 32 and multiply by $100.	$0/$100	
	D. Multiply B by 0.05 and divide by line 32 and multiply by $100.	$0/$100	$0/$100

24 Tex. Tax Code § 26.0442
25 Tex. Tax Code § 26.0442

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

Voter-Approval Tax Rate (continued)

37.	**Rate adjustment for county hospital expenditures.**[26] Enter the lessor of C and D, if applicable. If not applicable, enter 0. A. **2020 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020 — $0 B. **2019 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2018 and ending on June 30, 2019. — $0 C. Subtract B from A and divide by line 32 and multiply by $100. — $0/$100 D. Multiply B by 0.08 and divide by line 32 and multiply by $100. — $0/$100	$0/$100
38.	**Adjusted 2020 NNR M&O rate.** Add lines 33, 34, 35, 36, and 37.	$0.298999/$100
39.	**2020 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply line 38 by 1.08. **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035 **Taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply line 38 by 1.08. [27]	$0.309463/$100

26 Tex. Tax Code § 26.0443
27 Tex. Tax Code § 26.04(c-1)

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

Voter-Approval Tax Rate (concluded)

40.	**Total 2020 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A: **Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount. $621,641 B: Subtract **unencumbered fund amount** used to reduce total debt. -$0 C: Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none). -$0 D: Subtract **amount paid** from other resources. -$0 E: **Adjusted debt.** Subtract B, C and D from A.	$621,641
41.	**Certified 2019 excess debt collections.** Enter the amount certified by the collector.[28]	$10,782
42.	**Adjusted 2020 debt.** Subtract line 41 from line 40E.	$610,859
43.	**2020 anticipated collection rate.** If the anticipated rate in A is lower than actual rates in B, C or D, enter the lowest rate from B, C or D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [29] A. Enter the 2020 anticipated collection rate certified by the collector.[30] 102.000000% B. Enter the 2019 actual collection rate. 102.000000% C. Enter the 2018 actual collection rate. 103.000000% D. Enter the 2017 actual collection rate. 102.000000%	102.000000%
44.	**2020 debt adjusted for collections.** Divide line 42 by line 43.	$598,881
45.	**2020 total taxable value.** Enter the amount on line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$412,745,373
46.	**2020 debt rate.** Divide line 44 by line 45 and multiply by $100.	$0.145096/$100
47.	**2020 voter-approval tax rate.** Add lines 39 and 46.	$0.454559/$100
48.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2020 county voter-approval tax rate.	$/$100

28 Tex. Tax Code § 26.012(10) and 16.04(b)

29 Tex. Tax Code § 26.04(h),(h-1) and (h-2)

30 Tex. Tax Code § 26.04(b)

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years. [39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero. [40]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [41]

61.	**2019 unused increment rate.** Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$0/$100
62.	**2018 unused increment rate.** Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$0/$100
63.	**2017 unused increment rate.** Subtract the 2017 actual tax rate and the 2017 unused increment rate from the 2017 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$0/$100
64.	**2020 unused increment rate.** Add lines 61, 62, and 63.	$0/$100
65.	**2020 voter-approval tax rate, adjusted for unused increment rate.** Add line 64 to one of the following lines (as applicable): line 47, line 48 (counties), line 56 (taxing units with the additional sales tax) or line 60 (taxing units with pollution control).	$0.454559/$100

39 Tex. Tax Code § 26.013(a)

40 Tex. Tax Code § 26.013(c)

41 Tex. Tax Code § 26.063(a)(1)

2020 Tax Rate Calculation Worksheet
City of Liberty Hill

De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [42]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [43]

66.	**Adjusted 2020 NNR M&O tax rate.** Enter the rate from line 38 of the *Voter-Approval Tax Rate Worksheet.*	$0.298999/$100
67.	**2020 total taxable value.** Enter the amount from line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$412,745,373
68.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by line 67 and multiply by $100.	$0.12114/$100
69.	**2020 debt rate.** Enter the rate from line 46 of the *Voter-Approval Tax Rate Worksheet.*	$0.145096/$100
70.	**De minimis rate.** Add lines 66,68, and 69.	$0.565235/$100

42 Tex. Tax Code § 26.012(8-a)
43 Tex. Tax Code § 26.063(a)(1)

Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue tax rate. As applicable, enter the 2020 NNR tax rate from: line 26, line 27 (counties), or line 54 (adjusted for sales tax).	$0.454908/$100
Voter-approval tax rate. As applicable, enter the 2020 voter-approval tax rate from: line 47, line 48 (counties), line 56 (adjusted for sales tax), line 60 (adjusted for pollution control), or line 65 (adjusted for unused increment).	$0.454559/$100
De minimis rate. If applicable, enter the de minimis rate from line 70.	$0.565235/$100

Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have calculated the tax rates in accordance with requirements in Tax Code. [44]

Print Here LARRY GADDES TAX ASSESSOR/COLLECTOR
WILLIAMSON COUNTY

Printed Name of Taxing Unit Representative

Sign Here

Taxing Unit Representative

Date 8/5/20

44 Tex. Tax Code § 26.04(c)

WILLIAMSON COUNTY 1848

TRUTH-IN-TAXATION

Jurisdiction _____

Type the full legal name of your jurisdiction

Proposed Tax Rate _____ | **M&O Rate** _____ | **I&S Rate** _____

RECORD VOTE – Quorum Voting Members

i) ☐ **FOR** the proposal ☐ **PRESENT** and not voting
☐ **AGAINST** the proposal ☐ **ABSENT**

_____ | _____
Voting Member Title

ii) ☐ **FOR** the proposal ☐ **PRESENT** and not voting
☐ **AGAINST** the proposal ☐ **ABSENT**

_____ | _____
Voting Member Title

iii) ☐ **FOR** the proposal ☐ **PRESENT** and not voting
☐ **AGAINST** the proposal ☐ **ABSENT**

_____ | _____
Voting Member Title

iv) ☐ **FOR** the proposal ☐ **PRESENT** and not voting
☐ **AGAINST** the proposal ☐ **ABSENT**

_____ | _____
Voting Member Title

v) ☐ **FOR** the proposal ☐ **PRESENT** and not voting
☐ **AGAINST** the proposal ☐ **ABSENT**

_____ | _____
Voting Member Title

vi) ☐ **FOR** the proposal ☐ **PRESENT** and not voting
☐ **AGAINST** the proposal ☐ **ABSENT**

_____ | _____
Voting Member Title

AGENDA ITEM #10.i.

ATTACHMENTS:

Description	Upload Date
Proposed Budget	8/21/2020
Salaries	8/21/2020
EDC Budget	8/21/2020
20-21 Budget	8/21/2020

10 -GENERAL FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
ADMINISTRATION							
TAXES							
10-4-10-4000 Property Tax Current	793,809	548,876	1,012,617	1,114,245	0	1,480,595	
10-4-10-4001 Property Tax Delq	8,192	2,109	1,500	8,368	0	10,540	
10-4-10-4002 Sales Tax	718,838	832,627	850,000	830,854	0	825,000	
10-4-10-4004 Mixed Beverage Tax	15,595	17,365	19,500	20,282	0	22,000	
TOTAL TAXES	1,536,433	1,400,977	1,883,617	1,973,750	0	2,338,135	
FRANCHISE FEES							
10-4-10-4100 Franchise Fees - Cable	47,478	70,881	77,000	56,936	0	80,580	
10-4-10-4102 Franchise Fees - Disposal	361	322	250	251	0	250	
10-4-10-4104 Franchise Fees - Electric	40,681	86,404	75,000	52,737	0	75,000	
10-4-10-4151 Larkspur Contract for Patr	0	56,000	100,800	148,800	0	100,800	
10-4-10-4160 Master Development Agreeme	147,840	40,920	50,000	50,790	0	44,570	
10-4-10-4170 Larkspur Dev Revenue	507,000	928,512	0	0	0	0	
TOTAL FRANCHISE FEES	743,360	1,183,038	303,050	309,514	0	301,200	
CHARGE FOR SERVICES							
10-4-10-4200 SPONSORSHIPS	0	0	0	0	0	30,000	
10-4-10-4230 Open Records Revenue	0	106	0	74	0	0	
TOTAL CHARGE FOR SERVICES	0	106	0	74	0	30,000	
PERMITS							
10-4-10-4300 Building Permits	1,080,098	1,322,798	1,100,000	1,506,466	0	1,465,370	
10-4-10-4310 Sign Permits	4,770	1,440	950	7,509	0	7,060	
10-4-10-4320 Permits UDC	212,784	169,079	200,000	151,175	0	154,500	
10-4-10-4321 Preliminary Plat	25,660	0	0	0	0	0	
10-4-10-4322 Final Plat	23,822	0	0	0	0	0	
10-4-10-4323 Site Development	16,625	12,750	10,000	28,310	0	26,550	
10-4-10-4324 Construction Plan Review	13,708	15,900	10,000	15,500	0	13,390	
10-4-10-4380 Vendor Permits	100	100	0	2,402	0	100	
10-4-10-4390 Other Permits	630	1,650	1,500	1,205	0	1,500	
TOTAL PERMITS	1,378,196	1,523,717	1,322,450	1,712,567	0	1,668,470	
OTHER INCOME							
10-4-10-4600 Other Income	83,774	344,816	55,000	1,054,680	0	75,000	
10-4-10-4610 Sale of Assets	0	523	500	298,337	0	1,500	
10-4-10-4615 Credit Card Fees	13,960	15,801	12,000	17,008	0	12,000	
10-4-10-4620 Other Financing	0	69,979	0	0	0	0	
10-4-10-4689 WW Management Fee	156,000	165,943	176,000	0	0	750,000	
TOTAL OTHER INCOME	253,734	597,061	243,500	1,370,024	0	838,500	
INVESTMENT INCOME							
10-4-10-4700 Interest Income	159,311	308,000	134,500	154,532	0	181,550	
10-4-10-4800 EVENT FEES/DONATIONS	0	0	0	20,818	0	500	
10-4-10-4811 GRANTS	0	0	0	3,470	0	500	
10-4-10-4812 CHAMBER RENT & UTILITIES	0	0	0	329	0	500	
TOTAL INVESTMENT INCOME	159,311	308,000	134,500	179,149	0	183,050	
TOTAL ADMINISTRATION	4,071,035	5,012,900	3,887,117	5,545,078	0	5,359,355	

10 -GENERAL FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
POLICE DEPARTMENT							
CHARGE FOR SERVICES							
10-4-20-4230 PD - Fees	364	440	0	333	0	300	
TOTAL CHARGE FOR SERVICES	364	440	0	333	0	300	
OTHER INCOME							
10-4-20-4600 PD - Other Income	1,652	377	0	9,196	0	10,000	
10-4-20-4620 Blue Santa Donations	0	300	0	823	0	0	
10-4-20-4621 Other Financing	0	107,382	0	273,120	0	0	
TOTAL OTHER INCOME	1,652	108,059	0	283,139	0	10,000	
INVESTMENT INCOME							
10-4-20-4860 PD - COMPTROLLER TRAINING	0	2,283	0	1,186	0	1,000	
TOTAL INVESTMENT INCOME	0	2,283	0	1,186	0	1,000	
TOTAL POLICE DEPARTMENT	2,016	110,782	0	284,658	0	11,300	
MUNICIPAL COURT							
COURT							
10-4-30-4400 MC - Fines	210,719	206,978	225,000	147,630	0	136,400	
10-4-30-4401 MC-LMCBSF $4.90	0	0	0	1,721	0	1,000	
10-4-30-4402 MC-LTPDF $5	0	0	0	1,751	0	1,000	
10-4-30-4403 MC-LMCTF $4	0	0	0	1,405	0	750	
10-4-30-4404 MC-LMJF $0.10	0	0	0	35	0	5	
10-4-30-4420 MC - Time Payment Local Ef	300	1,971	0	1,253	0	750	
10-4-30-4421 MC-TPRF $15	0	0	0	0	0	5	
10-4-30-4422 COURT EXPUNCTION FEES	0	0	0	0	0	5	
TOTAL COURT	211,019	208,948	225,000	153,795	0	139,915	
TOTAL MUNICIPAL COURT	211,019	208,948	225,000	153,795	0	139,915	
PARKS & RECREATION							
TAXES							
10-4-40-4050 Parkland Fee In lieu	109,516	146,649	80,000	157,895	0	155,000	
10-4-40-4055 That's My Brick	725	500	500	100	0	100	
10-4-40-4060 Tree Mitigation Fund	0	25,000	15,000	0	0	15,000	
TOTAL TAXES	110,241	172,149	95,500	157,995	0	170,100	
CHARGE FOR SERVICES							
10-4-40-4230 Aquatics Revenue	0	0	30,000	0	0	0	
TOTAL CHARGE FOR SERVICES	0	0	30,000	0	0	0	

10 -GENERAL FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
INVESTMENT INCOME							
TOTAL PARKS & RECREATION	110,241	172,149	125,500	157,995	0	170,100	
TOTAL REVENUES	4,394,311	5,504,779	4,237,617	6,141,526	0	5,680,670	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

ADMINISTRATION

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
10-5-10-5100 Salaries	240,108	461,867	782,480	625,565	24,958	935,000	
10-5-10-5102 MAYOR & COUNCIL	0	0	60,000	0	0	0	
10-5-10-5105 Overtime	1,661	7,711	10,000	2,973	763	10,000	
10-5-10-5107 Phone Allowance (taxable)	0	0	1,200	0	0	0	
10-5-10-5110 FICA & Medicare	18,602	33,947	65,050	47,432	1,927	72,100	
10-5-10-5112 TWC	1,341	557	1,000	2,153	92	1,000	
10-5-10-5115 Retirement	17,058	31,677	55,500	46,051	1,787	72,100	
10-5-10-5120 Health Insurance	18,217	37,245	70,470	61,504	2,548	89,100	
10-5-10-5150 TRAINING & TRAVEL REIMB	25,610	49,469	50,000	34,765	1,222	20,000	
10-5-10-5156 COUNCIL & BOARD TRAINING	0	0	30,000	29,514	0	0	
TOTAL PERSONNEL	322,597	622,474	1,125,700	849,958	33,296	1,199,300	
CONTRACTUAL SERVICES							
10-5-10-5200 Prof Fees - Accounting	22,424	20,666	36,000	17,030	5,259	40,000	
10-5-10-5201 Prof Fees - Consultant	0	61,661	70,000	113,467	735	70,000	
10-5-10-5202 Prof Fees - Appraisal	0	0	20,000	3,000	0	10,000	
10-5-10-5203 Prof Fees - Attorney/Legal	78,706	155,662	100,000	27,012	12,515	10,000	
10-5-10-5204 Prof Fees - Audit	3,843	10,257	35,000	19,290	0	50,000	
10-5-10-5205 Prof Fees - Building Inspe	160,780	88,805	50,000	35,750	3,920	0	
10-5-10-5206 Prof Fees - City Planning	315	286	20,000	0	286	0	
10-5-10-5207 Prof Fees - Engineering	6,397	62,355	15,000	57,276	10,628	15,000	
10-5-10-5208 Prof Fees - Other/GRANT PR	0	7,766	5,000	26,878	0	5,000	
10-5-10-5209 TIRZ RELATED FEES	0	3,824	0	78	0	0	
10-5-10-5210 Uniforms	308	513	1,500	4,053	0	5,000	
10-5-10-5211 Outside Services	104,738	3,523	35,000	25,978	0	30,000	
10-5-10-5213 Outside Serv Ozarka	651	1,229	1,500	1,507	0	2,500	
10-5-10-5215 Dues & Subscriptions	8,463	6,595	5,500	17,222	947	5,500	
10-5-10-5217 Tax Collection Fees	7,341	8,146	7,500	7,985	0	8,500	
10-5-10-5219 COVID-19 DISASTER	0	0	0	21,731	0	0	
10-5-10-5230 Janitorial Service	4,422	5,593	10,000	7,506	431	10,000	
10-5-10-5240 Utilities Electric	4,628	14,692	18,500	15,311	375	18,500	
10-5-10-5246 Property & Liability Insur	11,774	11,326	25,000	25,560	11,326	30,000	
10-5-10-5247 WC Insurance	4,868	10,273	8,500	4,356	4,884	6,500	
10-5-10-5250 Telephon/Cell Phone/Intern	12,214	41,675	50,000	28,642	2,366	35,000	
10-5-10-5255 Advertising	16,414	3,329	6,000	18,821	0	10,000	
10-5-10-5259 Liberty Parke PID	15,895	48,384	0	(70,234)	8,566	0	
10-5-10-5260 Bank & CC Charges & Fees	494	17,365	5,556	24,899	0	20,000	
10-5-10-5265 Software & Maintenance	28,308	101,199	75,000	53,872	6,476	65,000	
10-5-10-5266 IT HARDWARE	0	11,355	12,500	28,470	0	20,000	
10-5-10-5267 Economic Development	0	0	10,000	6,044	0	10,000	
10-5-10-5269 Code Enf Property Clean-Up	3,565	0	1,500	0	0	1,000	
10-5-10-5270 City Wide Cleanup	9,926	8,155	0	1,800	1,800	1,000	
10-5-10-5271 Other City Programs	66,754	314,040	38,495	9,114	29,360	0	
10-5-10-5272 Election Expense	1,741	1,847	5,000	0	0	12,000	
10-5-10-5275 Equipment Rental	20,486	18,478	18,000	16,857	1,682	22,500	
10-5-10-5276 CITY EVENTS	0	0	0	0	0	15,000	
10-5-10-5280 Storage	2,891	6,015	6,000	11,051	484	7,500	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

ADMINISTRATION

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
10-5-10-5290 Summerlyn W-Abbott Tract P	25,097	8,689	0	54,542	3,267	0	
10-5-10-5293 Butler Tract PID	18,379	45,713	0	42,287	2,542	0	
10-5-10-5294 BUTLER ROW ACQUISITION FEE	0	94,700	0	84,399	0	0	
TOTAL CONTRACTUAL SERVICES	641,824	1,194,117	692,051	741,553	107,850	535,500	
MATERIALS & SUPPLIES							
10-5-10-5300 Office Supplies	17,120	21,840	23,000	23,335	1,511	42,000	
10-5-10-5305 Office Equipment	1,863	5,305	5,000	737	0	0	
10-5-10-5306 Office Furniture	13,818	14,382	5,000	1,935	0	0	
10-5-10-5310 Books & Publications	0	816	664	2,822	0	0	
10-5-10-5330 Janitorial Supplies	92	0	1,500	270	0	0	
10-5-10-5340 Postage & Freight	1,234	2,606	2,500	2,115	193	2,500	
10-5-10-5350 Fuel	730	2,112	5,000	6,851	146	5,000	
10-5-10-5357 Small Tools & Supplies	0	0	500	116	0	500	
10-5-10-5390 Miscellaneous Expense	30,200	277,545	10,000	18,164	34,074	150	
TOTAL MATERIALS & SUPPLIES	65,057	324,606	53,164	56,345	35,924	50,150	
MAINTENANCE							
10-5-10-5400 Building Maintenance	29,256	43,076	7,500	29,139	3,534	7,500	
10-5-10-5410 Landscape & Grounds Mainte	26,909	4,295	2,500	3,067	3,000	2,500	
10-5-10-5420 Vehicle Maintenance	253	2,497	3,000	2,638	0	3,000	
TOTAL MAINTENANCE	56,418	49,868	13,000	34,844	6,534	13,000	
CAPITAL OUTLAY							
10-5-10-5502 Vehicles-Financed/Other	0	69,978	18,000	50,694	0	18,000	
TOTAL CAPITAL OUTLAY	0	69,978	18,000	50,694	0	18,000	
OTHER EXPENSES							
10-5-10-5750 Trans to Capital Project F	1,800,000	1,046,692	0	403,057	0	0	
TOTAL OTHER EXPENSES	1,800,000	1,046,692	0	403,057	0	0	
TOTAL ADMINISTRATION	2,885,896	3,307,735	1,901,915	2,136,451	183,604	1,815,950	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

CITY COUNCIL

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
10-5-15-5102 COUNCIL STIPEND	0	0	0	0	0	100,000	
10-5-15-5110 FICA & MEDICARE	0	0	0	0	0	7,620	
10-5-15-5156 COUNCIL & BOARD TRAINING	0	0	0	0	0	20,000	
TOTAL PERSONNEL	0	0	0	0	0	127,620	
CONTRACTUAL SERVICES							
10-5-15-5210 UNIFORMS	0	0	0	0	0	3,000	
TOTAL CONTRACTUAL SERVICES	0	0	0	0	0	3,000	
MATERIALS & SUPPLIES							
10-5-15-5350 FUEL	0	0	0	0	0	2,500	
TOTAL MATERIALS & SUPPLIES	0	0	0	0	0	2,500	
TOTAL CITY COUNCIL	0	0	0	0	0	133,120	

10 -GENERAL FUND

POLICE DEPARTMENT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
10-5-20-5100 Salaries	577,311	675,558	971,440	733,866	50,501	1,075,000	
10-5-20-5101 PART-TIME	0	0	17,000	13,696	0	18,000	
10-5-20-5105 Overtime	8,547	9,601	10,000	17,285	92	17,500	
10-5-20-5107 Phone Allowance (taxable)	0	0	1,200	0	0	0	
10-5-20-5108 EQUIPMENT ALLOWANCE (taxab	0	0	0	0	0	10,000	
10-5-20-5110 FICA & Medicare	44,459	49,827	76,173	57,349	3,762	85,400	
10-5-20-5112 TWC	1,786	99	1,000	2,104	0	1,500	
10-5-20-5115 Retirement	42,085	47,387	70,775	56,919	3,835	85,400	
10-5-20-5120 Health Insurance	60,919	73,891	100,000	97,205	5,910	129,600	
10-5-20-5150 TRAINING & TRAVEL REIMB	1,878	9,749	15,000	25,229	17	40,000	
10-5-20-5151 LEOS GRANT TRAINING	0	633	0	0	0	0	
TOTAL PERSONNEL	736,985	866,744	1,262,588	1,003,653	64,116	1,462,400	
CONTRACTUAL SERVICES							
10-5-20-5200 Prof Fees - Accounting	4,122	4,132	750	7,514	0	0	
10-5-20-5203 Prof Fees - Attorney/Legal	6,813	8,122	5,000	5,416	144	5,000	
10-5-20-5210 Uniforms	12,378	16,299	30,000	21,578	222	35,000	
10-5-20-5211 Outside Services	361	1,042	0	3,249	0	0	
10-5-20-5213 Outside Serv Ozarka	253	775	1,500	947	0	2,500	
10-5-20-5215 Dues & Subscriptions	370	10	1,000	520	0	1,000	
10-5-20-5216 Outside Serv- TCOLE	70	330	1,500	365	0	1,500	
10-5-20-5217 OS Ser Williamson Co Child	5,000	5,000	5,000	5,000	0	5,000	
10-5-20-5218 Reserve Sergeant Stipend	4,200	3,900	6,000	5,000	0	6,000	
10-5-20-5221 Community Policing	6,054	2,590	7,000	1,937	143	8,500	
10-5-20-5224 Animal Control	0	0	500	0	0	500	
10-5-20-5230 Janitorial Service	1,992	2,493	2,300	3,070	227	10,000	
10-5-20-5240 Utilities Electric	5,796	3,578	5,500	2,669	427	7,000	
10-5-20-5246 Property & Liability Insur	12,918	13,325	20,000	14,028	13,030	25,000	
10-5-20-5247 WC Insurance	1,293	15,090	18,000	16,395	1,554	25,000	
10-5-20-5250 Telephon/Cell Phone/Intern	11,924	17,295	25,000	16,089	1,082	25,000	
10-5-20-5252 Communications	8,623	8,792	17,000	9,040	0	35,500	
10-5-20-5265 Software & Maintenance	20,156	23,880	50,000	51,680	939	50,000	
10-5-20-5266 IT HARDWARE	0	945	10,000	27,870	0	15,000	
10-5-20-5275 Equipment Rental	348	0	5,000	113	0	4,500	
TOTAL CONTRACTUAL SERVICES	102,670	127,599	211,050	192,480	17,766	262,000	
MATERIALS & SUPPLIES							
10-5-20-5300 Office Supplies	3,457	4,708	6,000	5,829	50	11,000	
10-5-20-5305 Office Equipment	134	2,118	3,000	1,555	0	0	
10-5-20-5306 Office Furniture	3,613	610	3,000	0	0	0	
10-5-20-5307 Law Enforcement Equipment	114,600	39,332	45,000	17,755	1,562	70,000	
10-5-20-5308 PERSONAL PROT EQUIPMENT	0	0	15,000	8,019	0	20,000	
10-5-20-5309 FIREARMS & AMMUNITION	0	0	5,000	8,627	0	12,000	
10-5-20-5310 Books & Publications	354	27	500	589	0	0	
10-5-20-5340 Postage & Freight	437	211	1,000	725	8	1,000	
10-5-20-5350 Fuel	29,579	41,516	60,000	27,481	2,999	70,000	
10-5-20-5390 Miscellaneous Expense	1,932	420	500	746	0	150	
TOTAL MATERIALS & SUPPLIES	154,107	88,941	139,000	71,326	4,618	184,150	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

POLICE DEPARTMENT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
MAINTENANCE							
10-5-20-5400 Building Maintenance	5,183	33,885	5,500	9,469	1,577	7,500	
10-5-20-5410 Landscape & Grounds Mainte	8,244	1,525	2,500	2,303	0	2,500	
10-5-20-5420 Vehicle Maintenance	11,594	24,572	25,000	22,549	2,386	30,000	
TOTAL MAINTENANCE	25,021	59,982	33,000	34,320	3,962	40,000	
CAPITAL OUTLAY							
10-5-20-5502 Vehicles-Financed/Other	0	25,382	65,000	385,728	0	125,000	
10-5-20-5503 Vehicles	84,198	55,529	0	(10,625)	0	0	
10-5-20-5504 Capital Purchase	6,558	14,004	0	0	13,296	0	
TOTAL CAPITAL OUTLAY	90,756	94,915	65,000	375,103	13,296	125,000	
TOTAL POLICE DEPARTMENT	1,109,539	1,238,181	1,710,638	1,676,883	103,759	2,073,550	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
10-5-30-5100 Salaries	94,045	135,715	124,732	115,023	7,919	134,998	
10-5-30-5101 JUDGE'S SALARY	0	0	30,002	26,540	0	30,002	
10-5-30-5107 Phone Allowance (taxable)	0	0	1,200	0	0	0	
10-5-30-5110 FICA & Medicare	7,282	10,241	11,791	10,965	605	12,600	
10-5-30-5112 TWC	324	26	150	428	0	150	
10-5-30-5115 Retirement	5,000	7,118	10,956	8,781	395	12,600	
10-5-30-5120 Health Insurance	6,733	11,601	16,200	16,151	587	16,200	
10-5-30-5150 TRAINING & TRAVEL REIMB	3,071	2,466	7,500	2,606	0	4,500	
TOTAL PERSONNEL	116,455	167,167	202,531	180,494	9,505	211,050	
CONTRACTUAL SERVICES							
10-5-30-5200 Prof Fees - Accounting	3,844	4,132	800	7,514	0	0	
10-5-30-5203 Prof Fees - Prosecutor	10,899	8,744	12,000	4,067	952	8,000	
10-5-30-5210 Uniforms	0	0	300	0	0	500	
10-5-30-5211 Outside Services	2,229	2,754	5,500	1,766	105	5,500	
10-5-30-5213 Outside Serv Ozarka	337	336	800	462	0	1,500	
10-5-30-5215 Dues & Subscriptions	125	470	300	150	0	300	
10-5-30-5216 Outside Serv Warrant Fee P	3,250	1,850	2,000	1,700	150	3,500	
10-5-30-5230 Janitorial Service	250	285	2,100	2,407	50	6,000	
10-5-30-5240 Utilities Electric	2,367	2,848	2,000	3,009	185	3,000	
10-5-30-5246 Property & Liability Insur	0	0	1,500	3,577	0	4,000	
10-5-30-5247 WC Insurance	0	642	1,500	664	0	1,500	
10-5-30-5250 Telephon/Cell Phone/Intern	2,703	8,397	8,500	6,751	180	6,500	
10-5-30-5260 Bank & CC Charges & Fees	1,828	2,866	3,300	4,977	168	5,500	
10-5-30-5265 Software & Maintenance	23,160	33,769	38,000	26,778	3,494	38,000	
10-5-30-5275 Equipment Rental	0	2,930	1,500	6,983	0	8,000	
TOTAL CONTRACTUAL SERVICES	50,992	70,023	80,100	70,806	5,284	91,800	
MATERIALS & SUPPLIES							
10-5-30-5300 Office Supplies	1,218	2,138	3,800	1,836	137	5,500	
10-5-30-5305 Office Equipment	2,017	2,362	7,900	0	0	0	
10-5-30-5310 Books & Publications	156	0	250	45	0	0	
10-5-30-5330 Janitorial Supplies	0	0	250	0	0	0	
10-5-30-5340 Postage & Freight	538	809	1,000	477	107	1,000	
10-5-30-5390 Miscellaneous Expense	0	150	150	0	0	150	
TOTAL MATERIALS & SUPPLIES	3,928	5,459	13,350	2,359	244	6,650	
MAINTENANCE							
10-5-30-5400 Building Maintenance	6,305	16,784	3,500	13,784	640	8,000	
10-5-30-5410 Landscape & Grounds Mainte	7,819	6,160	2,500	2,200	1,540	800	
TOTAL MAINTENANCE	14,124	22,944	6,000	15,984	2,180	8,800	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
CAPITAL OUTLAY							
10-5-30-5505 MC - Security Equipment	0	280	0	0	0	0	
TOTAL CAPITAL OUTLAY	0	280	0	0	0	0	
TOTAL MUNICIPAL COURT	185,498	265,873	301,981	269,642	17,214	318,300	

10 -GENERAL FUND

DEVELOPMENT SERVICES

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
10-5-35-5100 SALARIES	0	0	0	0	0	458,000	
10-5-35-5105 OVERTIME	0	0	0	0	0	2,500	
10-5-35-5110 FICA & MEDICARE	0	0	0	0	0	35,100	
10-5-35-5112 TWC	0	0	0	0	0	5,000	
10-5-35-5115 RETIREMENT	0	0	0	0	0	35,100	
10-5-35-5120 HEALTH INSURANCE	0	0	0	0	0	56,700	
10-5-35-5150 TRAINING/TRAVEL REIMB	0	0	0	0	0	10,500	
TOTAL PERSONNEL	0	0	0	0	0	602,900	
CONTRACTUAL SERVICES							
10-5-35-5210 UNIFORMS	0	0	0	0	0	1,500	
10-5-35-5213 OUTSIDE SERVICES-OZARKA	0	0	0	0	0	750	
10-5-35-5215 DUES & SUBSCRIPTIONS	0	0	0	0	0	1,000	
10-5-35-5230 JANITORIAL SERVICE	0	0	0	0	0	6,000	
10-5-35-5240 ELECTRIC	0	0	0	0	0	4,000	
10-5-35-5246 PROPERTY & LIAB INSURANCE	0	0	0	0	0	4,000	
10-5-35-5247 WORKERS' COMP INS	0	0	0	0	0	2,500	
10-5-35-5250 PHONE/INTERNET	0	0	0	0	0	4,500	
10-5-35-5265 IT-SOFTWARE	0	0	0	0	0	10,000	
10-5-35-5266 IT-HARDWARE	0	0	0	0	0	3,500	
10-5-35-5275 EQUIPMENT RENTAL	0	0	0	0	0	4,500	
TOTAL CONTRACTUAL SERVICES	0	0	0	0	0	42,250	
MATERIALS & SUPPLIES							
10-5-35-5300 OFFICE SUPPLIES	0	0	0	0	0	6,500	
10-5-35-5340 POSTAGE	0	0	0	0	0	250	
10-5-35-5350 FUEL	0	0	0	0	0	18,000	
10-5-35-5390 MISCELLANEOUS EXPENSE	0	0	0	0	0	150	
TOTAL MATERIALS & SUPPLIES	0	0	0	0	0	24,900	
MAINTENANCE							
10-5-35-5400 BUILDING MAINTENANCE	0	0	0	0	0	750	
10-5-35-5410 LANDSCAPE & GROUNDS MAINT	0	0	0	0	0	750	
10-5-35-5420 VEHICLE MAINTENANCE	0	0	0	0	0	2,500	
TOTAL MAINTENANCE	0	0	0	0	0	4,000	
CAPITAL OUTLAY							
10-5-35-5502 VEHICLES FINANCED/OTHER	0	0	0	0	0	11,000	
TOTAL CAPITAL OUTLAY	0	0	0	0	0	11,000	
TOTAL DEVELOPMENT SERVICES	0	0	0	0	0	685,050	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

PARKS & RECREATION

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
10-5-40-5100 Salaries	0	250	32,500	27,704	0	0	
10-5-40-5110 FICA & Medicare	0	0	2,477	2,138	0	0	
10-5-40-5112 TWC	0	0	5	0	0	0	
10-5-40-5115 Retirement	0	0	2,301	1,923	0	0	
10-5-40-5120 Health Insurance	0	0	4,050	3,243	0	0	
10-5-40-5150 TRAINING & TRAVEL REIMB	0	0	1,500	0	0	0	
TOTAL PERSONNEL	0	250	42,833	35,009	0	0	
CONTRACTUAL SERVICES							
10-5-40-5200 Prof Fees - Accounting	3,211	4,132	1,000	7,514	0	0	
10-5-40-5203 Prof Fees - Attorney/Legal	6,955	445	1,500	63	20	0	
10-5-40-5211 Outside Services	0	874	0	248	0	15,000	
10-5-40-5230 Janitorial Service	105	140	5,000	75	35	10,000	
10-5-40-5233 Sponsorships/Youth Leagues	18,703	4,500	15,000	800	0	0	
10-5-40-5237 That's My Brick	0	851	500	115	0	1,000	
10-5-40-5238 SPECIAL EVENTS	0	313	15,000	1,455	0	0	
10-5-40-5239 CITY EVENTS--RESTRICTED	0	0	160,000	206,800	0	200,000	
10-5-40-5240 Utilities Electric	3,861	4,635	4,000	8,457	302	18,000	
10-5-40-5241 Utilities - Water	0	0	1,000	0	0	1,000	
10-5-40-5242 Utilities Elect - Walking	0	0	1,000	0	0	0	
10-5-40-5246 Property & Liability Insur	0	0	1,500	0	0	3,500	
10-5-40-5247 WC Insurance	0	0	500	0	0	0	
10-5-40-5250 Telephon/Cell Phone/Intern	0	0	1,500	73	0	0	
10-5-40-5255 Advertising	3,123	0	750	1,260	0	0	
10-5-40-5265 Software & Maintenance	2,351	1,629	3,000	896	233	5,000	
10-5-40-5266 IT HARDWARE	0	0	0	0	0	5,000	
10-5-40-5275 Equipment Rental	900	0	500	0	0	0	
10-5-40-5280 Storage	0	0	750	0	0	0	
TOTAL CONTRACTUAL SERVICES	39,209	17,520	212,500	227,756	589	258,500	
MATERIALS & SUPPLIES							
10-5-40-5300 Office Supplies	140	0	750	0	0	0	
10-5-40-5305 Office Equipment	0	0	500	0	0	0	
10-5-40-5310 Books & Publications	0	0	250	0	0	0	
10-5-40-5330 Janitorial Supplies	586	0	500	0	0	2,000	
10-5-40-5340 Postage & Freight	0	0	100	25	0	0	
10-5-40-5357 Small Tools & Supplies	94	0	0	1,541	0	2,000	
10-5-40-5380 City Park Amenities (Parks	8	18,591	0	7,028	54	50,000	
10-5-40-5390 Miscellaneous Expense	0	185	750	0	0	0	
TOTAL MATERIALS & SUPPLIES	828	18,777	2,850	8,595	54	54,000	
MAINTENANCE							
10-5-40-5400 Building & Parks Maintenan	7,373	23,142	34,900	32,869	1,540	35,000	
10-5-40-5410 Landscape & Grounds Mainte	31,831	3,687	0	7,625	0	0	
TOTAL MAINTENANCE	39,204	26,829	34,900	40,495	1,540	35,000	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

PARKS & RECREATION

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
CAPITAL OUTLAY							
10-5-40-5500 Park & Rec Capital Project	0	1,220	0	5,000	0	0	
10-5-40-5505 CP - Veteran's Park	0	1,413	0	70	0	0	
10-5-40-5560 CP - Trees/Landscape	2,100	6,789	0	16,900	0	0	
TOTAL CAPITAL OUTLAY	2,100	9,421	0	21,970	0	0	
OTHER EXPENSES							
10-5-40-5715 Transfers Out	120,000	0	30,000	0	0	0	
TOTAL OTHER EXPENSES	120,000	0	30,000	0	0	0	
TOTAL PARKS & RECREATION	201,341	72,796	323,083	333,825	2,183	347,500	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

10 -GENERAL FUND

PROPERTY MAINTENANCE

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
10-5-45-5100 SALARIES	0	0	0	0	0	160,000	
10-5-45-5105 OVERTIME	0	0	0	0	0	16,000	
10-5-45-5110 FICA & MEDICARE	0	0	0	0	0	13,500	
10-5-45-5112 TWC	0	0	0	0	0	1,200	
10-5-45-5115 RETIREMENT	0	0	0	0	0	13,500	
10-5-45-5120 HEALTH INSURANCE	0	0	0	0	0	40,500	
10-5-45-5150 TRAINING/TRAVEL	0	0	0	0	0	7,500	
TOTAL PERSONNEL	0	0	0	0	0	252,200	
CONTRACTUAL SERVICES							
10-5-45-5240 UTILITIES-ELECTRIC	0	0	0	0	0	4,500	
10-5-45-5241 UTILITIES-WATER	0	0	0	0	0	4,500	
10-5-45-5246 PROPERTY & LIAB INS	0	0	0	0	0	1,500	
10-5-45-5247 WC INSURANCE	0	0	0	0	0	3,000	
10-5-45-5250 TEL/CELL/INTERNET	0	0	0	0	0	3,500	
10-5-45-5275 EQUIPMENT RENTAL	0	0	0	0	0	5,000	
10-5-45-5280 STORAGE FEES	0	0	0	0	0	5,000	
TOTAL CONTRACTUAL SERVICES	0	0	0	0	0	27,000	
MATERIALS & SUPPLIES							
10-5-45-5300 OFFICE SUPPLIES	0	0	0	0	0	2,500	
10-5-45-5350 FUEL	0	0	0	0	0	5,000	
10-5-45-5357 SMALL TOOLS & SUPPLIES	0	0	0	0	0	7,500	
TOTAL MATERIALS & SUPPLIES	0	0	0	0	0	15,000	
MAINTENANCE							
10-5-45-5420 VEHICLE MAINTENANCE	0	0	0	0	0	5,000	
TOTAL MAINTENANCE	0	0	0	0	0	5,000	
CAPITAL OUTLAY							
10-5-45-5502 VEHICLES FINANCED/OTHER	0	0	0	0	0	8,000	
TOTAL CAPITAL OUTLAY	0	0	0	0	0	8,000	
TOTAL PROPERTY MAINTENANCE	0	0	0	0	0	307,200	
TOTAL EXPENDITURES	4,382,274	4,884,585	4,237,617	4,416,800	306,760	5,680,670	
REVENUE OVER/(UNDER) EXPENDITURES	12,037	620,194	0	1,724,726	(306,760)	0	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

20 -STREET MAINTENANCE

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
STREET MAINTENANCE							
TAXES							
20-4-25-4002 Sales Tax	179,631	208,031	170,000	207,604	0	205,000	
TOTAL TAXES	179,631	208,031	170,000	207,604	0	205,000	
OTHER INCOME							
INVESTMENT INCOME							
20-4-25-4700 Interest Income	6,695	9,640	3,500	4,477	0	3,500	
TOTAL INVESTMENT INCOME	6,695	9,640	3,500	4,477	0	3,500	
TOTAL STREET MAINTENANCE	186,326	217,671	173,500	212,082	0	208,500	
TOTAL REVENUES	186,326	217,671	173,500	212,082	0	208,500	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

20 -STREET MAINTENANCE

STREET MAINTENANCE

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
20-5-25-5155 Travel Reimbursement	23	0	0	0	0	0	
TOTAL PERSONNEL	23	0	0	0	0	0	
CONTRACTUAL SERVICES							
20-5-25-5203 Prof Fees - Attorney/Legal	158	0	1,000	0	0	0	
20-5-25-5207 Prof Fees - Engineering	18,400	12,530	15,000	2,632	3,142	25,000	
20-5-25-5211 Outside Services - Tree Re	0	0	5,000	0	0	5,000	
20-5-25-5212 Outside Serv Bookkeeping	0	0	5,000	0	0	0	
20-5-25-5213 Outside Serv Ozarka	0	0	0	105	0	0	
20-5-25-5250 Telephon/Cell Phone/Intern	0	0	0	92	0	0	
20-5-25-5255 Advertising	0	88	0	0	0	0	
20-5-25-5265 Software & Maintenance	2,282	1,143	3,500	1,086	0	0	
20-5-25-5275 Equipment Rental	285	0	3,500	0	0	0	
TOTAL CONTRACTUAL SERVICES	21,125	13,761	33,000	3,916	3,142	30,000	
MATERIALS & SUPPLIES							
20-5-25-5350 Fuel	0	20	5,500	897	0	5,000	
20-5-25-5357 Small Tools & Supplies	227	506	2,500	4,138	0	5,000	
TOTAL MATERIALS & SUPPLIES	227	526	8,000	5,035	0	10,000	
MAINTENANCE							
20-5-25-5400 Building Maintenance	133	0	0	152	0	0	
20-5-25-5405 Street Maintenance	36,251	79,926	96,000	19,363	8,289	133,500	
20-5-25-5410 Landscape & Grounds Mainte	7,550	3,026	5,000	7,351	0	0	
20-5-25-5420 Vehicle Maintenance	0	0	0	2,346	0	0	
TOTAL MAINTENANCE	43,933	82,952	101,000	29,212	8,289	133,500	
CAPITAL OUTLAY							
20-5-25-5503 Capital Equipment Purchase	0	35,107	31,500	99,844	0	35,000	
20-5-25-5520 CP - Bluebonnet Lane Imprv	2,675	0	0	0	0	0	
20-5-25-5523 CP - Roads & Streets	0	345,451	0	38,873	0	0	
20-5-25-5524 CP - ROW Maintenance	0	5,795	0	0	0	0	
TOTAL CAPITAL OUTLAY	2,675	386,353	31,500	138,717	0	35,000	
TOTAL STREET MAINTENANCE	67,983	483,592	173,500	176,880	11,431	208,500	
TOTAL EXPENDITURES	67,983	483,592	173,500	176,880	11,431	208,500	
REVENUE OVER/(UNDER) EXPENDITURES	118,343	(265,921)	0	35,202	(11,431)	0	

30 -DEBT SERVICE FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
DEBT SERVICE							
TAXES							
30-4-35-4000 Property Taxes	319,928	504,002	535,180	547,227	0	640,000	
30-4-35-4001 Property Taxes Delq	34,591	1,018	460	4,270	0	5,200	
TOTAL TAXES	354,519	505,020	535,640	551,497	0	645,200	
INVESTMENT INCOME							
30-4-35-4700 Interest Income	5,909	3,934	3,500	1,522	0	1,875	
TOTAL INVESTMENT INCOME	5,909	3,934	3,500	1,522	0	1,875	
TOTAL DEBT SERVICE	360,428	508,954	539,140	553,019	0	647,075	
TOTAL REVENUES	360,428	508,954	539,140	553,019	0	647,075	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

30 -DEBT SERVICE FUND

DEBT SERVICE

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
CONTRACTUAL SERVICES							
30-5-35-5208 Prof Fees - Other	750	0	1,000	400	0	25,433	
30-5-35-5280 Debt Service Payment	691,000	329,808	389,000	289,350	400	480,000	
30-5-35-5285 Interest Expense	166,924	173,624	149,140	19,017	0	141,642	
TOTAL CONTRACTUAL SERVICES	858,674	503,432	539,140	308,767	400	647,075	
TOTAL DEBT SERVICE	858,674	503,432	539,140	308,767	400	647,075	
TOTAL EXPENDITURES	858,674	503,432	539,140	308,767	400	647,075	
REVENUE OVER/(UNDER) EXPENDITURES	(498,247)	5,522	0	244,252	(400)	0	

50 -WASTEWATER FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
WASTEWATER TREATMENT							
CHARGE FOR SERVICES							
50-4-50-4200 WW Volume Charge Retail	2,194,491	3,117,144	2,165,862	3,033,917	0	3,100,000	
50-4-50-4203 Wholesale Minimum Charge	273,000	238,144	26,000	100,451	0	110,000	
50-4-50-4205 Application & Misc Fees	2,520	2,030	1,500	4,060	0	1,500	
50-4-50-4207 Connection/Tap WW	63,840	130,719	200,000	661,136	0	500,000	
50-4-50-4210 Impact Fees	1,776,200	2,113,340	1,500,000	2,210,183	0	1,557,000	
50-4-50-4211 Construction Inspection Fe	239,394	488,968	350,000	328,436	0	300,000	
50-4-50-4212 Lift Station/Force Main Su	140,000	388,150	50,000	700,000	0	200,000	
50-4-50-4245 Regional Contrib from Sewe	76,000	114,000	118,000	0	0	125,000	
50-4-50-4250 Reclaimed Water Reserve Fe	0	68,412	25,000	0	0	5,000	
50-4-50-4255 RECLAIMED WATER CHARGES	0	0	0	39	0	0	
TOTAL CHARGE FOR SERVICES	4,765,445	6,660,908	4,436,362	7,038,222	0	5,898,500	
OTHER INCOME							
50-4-50-4520 Other Income	100	50,949	30,000	741	0	5,000	
50-4-50-4575 2015 WWTP Expansion Const	3,298,900	0	0	0	0	0	
50-4-50-4615 CREDIT CARD FEES	0	1,890	0	13,289	0	0	
TOTAL OTHER INCOME	3,299,000	52,839	30,000	14,030	0	5,000	
INVESTMENT INCOME							
50-4-50-4700 Interest Income	69,371	45,786	35,000	46,534	0	25,000	
50-4-50-4705 Penalties	4,998	5,712	4,500	2,331	0	2,500	
TOTAL INVESTMENT INCOME	74,369	51,498	39,500	48,865	0	27,500	
TOTAL WASTEWATER TREATMENT	8,138,815	6,765,244	4,505,862	7,101,117	0	5,931,000	
TOTAL REVENUES	8,138,815	6,765,244	4,505,862	7,101,117	0	5,931,000	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

50 -WASTEWATER FUND

WASTEWATER TREATMENT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
50-5-50-5100 Salaries	510,016	603,006	967,230	670,000	41,884	551,000	
50-5-50-5105 Overtime	22,148	39,901	15,000	23,783	2,028	15,000	
50-5-50-5110 FICA & Medicare	40,665	47,381	74,850	52,394	3,302	43,250	
50-5-50-5112 TWC	1,458	84	750	1,393	0	750	
50-5-50-5115 Retirement	37,423	44,895	69,544	52,140	3,511	43,250	
50-5-50-5120 Health Insurance	59,940	70,503	111,340	109,910	5,258	72,900	
50-5-50-5150 Training	2,424	11,830	25,000	14,551	0	13,790	
TOTAL PERSONNEL	674,074	817,599	1,263,714	924,170	55,982	739,940	
CONTRACTUAL SERVICES							
50-5-50-5200 Prof Fees - Accounting	11,117	2,857	3,500	1,500	409	0	
50-5-50-5203 Prof Fees - Attorney/Legal	714	53,638	15,000	11,770	15,225	15,000	
50-5-50-5204 Prof Fees - Audit	3,211	4,132	8,000	7,514	0	8,000	
50-5-50-5207 Prof Fees - Engineering	475,752	310,313	300,000	461,474	45,846	350,000	
50-5-50-5208 Prof Fees - Other	0	8,750	100,000	20,374	0	35,000	
50-5-50-5210 Uniforms	335	1,326	5,000	1,316	0	7,200	
50-5-50-5213 Outside Serv Ozarka	30	434	1,500	458	0	1,500	
50-5-50-5214 Outside Services	155	0	10,000	11,336	0	0	
50-5-50-5215 Dues & Subscriptions	788	666	1,750	814	0	1,200	
50-5-50-5217 Licenses, Permits, & Fees	5,844	8,051	10,000	7,900	8,011	10,000	
50-5-50-5221 Outside Services - Lab Tes	30,416	58,969	50,000	67,710	7,446	85,000	
50-5-50-5225 Sludge Disposal	220,955	169,180	250,000	180,989	26,562	250,000	
50-5-50-5230 Janitorial Service	6,332	11,980	7,500	13,659	587	0	
50-5-50-5240 Utilities Electric	144,994	190,155	250,000	170,460	14,433	250,000	
50-5-50-5241 Utilities - Water	5,693	53,995	15,000	1,609	972	25,000	
50-5-50-5246 Property & Liability Insur	18,107	18,935	30,000	6,403	18,333	50,000	
50-5-50-5247 WC Insurance	10,892	18,476	25,000	4,714	11,098	25,000	
50-5-50-5250 Telephon/Cell Phone/Intern	10,834	21,321	20,000	19,026	1,813	20,000	
50-5-50-5252 Office Rent	25,000	0	30,000	0	0	0	
50-5-50-5255 Advertising	2,947	0	1,500	0	0	510	
50-5-50-5260 Bank & CC Charges & Fees	10,735	13,839	8,500	18,489	1,063	22,000	
50-5-50-5265 Software & Maintenance	21,032	57,216	50,000	107,383	1,067	75,000	
50-5-50-5275 Equipment Rental	691	3,534	5,000	3,869	0	5,000	
50-5-50-5280 Internal Support & Overhea	0	0	0	0	0	750,000	
50-5-50-5281 MUD Expenses - MUD 17	0	0	20,000	0	0	25,000	
50-5-50-5284 Highland Meadows	5,310	3,015	0	315	405	0	
50-5-50-5285 MUD Expense - Rancho Siena	19,125	180	0	0	0	0	
50-5-50-5286 MUD Expenses - Summerlyn	942	942	0	0	942	0	
50-5-50-5289 Management Fee	156,000	165,943	175,000	0	0	0	
TOTAL CONTRACTUAL SERVICES	1,187,951	1,177,847	1,392,250	1,119,083	154,212	2,010,410	
MATERIALS & SUPPLIES							
50-5-50-5300 Office Supplies	2,884	5,223	5,000	3,799	257	10,000	
50-5-50-5305 Office Equipment	782	316	0	1,286	0	0	
50-5-50-5310 Books & Publications	52	0	0	0	0	0	
50-5-50-5320 Printing	593	1,147	0	191	0	0	
50-5-50-5330 Janitorial Supplies	160	3,898	1,500	2,015	0	5,000	

50 -WASTEWATER FUND

WASTEWATER TREATMENT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
50-5-50-5340 Postage & Freight	4,020	253	1,500	219	13	3,000	
50-5-50-5350 Fuel	14,138	12,332	18,000	9,338	1,114	25,000	
50-5-50-5357 Small Tools & Supplies	13,314	20,089	22,000	20,725	101	25,000	
50-5-50-5358 Chemicals	28,361	85,534	75,000	101,257	9,123	100,000	
50-5-50-5390 Miscellaneous Expense	5,366	5,841	100	6,048	0	150	
TOTAL MATERIALS & SUPPLIES	69,669	134,634	123,100	144,877	10,608	168,150	
MAINTENANCE							
50-5-50-5400 Building Maintenance	1,780	22,549	15,000	19,073	1,540	25,000	
50-5-50-5402 WWTP Repair & Maintenance	117,002	569,448	125,000	125,712	5,464	175,000	
50-5-50-5405 WW Repair & Maintenance	138,967	365,953	250,000	542,925	41,789	750,000	
50-5-50-5410 Landscape & Grounds Mainte	920	1,862	500	4,213	0	500	
50-5-50-5420 Vehicle Maintenance	10,000	17,341	18,000	18,143	77	20,000	
TOTAL MAINTENANCE	268,670	977,153	408,500	710,066	48,871	970,500	
CAPITAL OUTLAY							
50-5-50-5503 Capital Equipment Purchase	279,072	263,563	225,000	138,141	0	380,000	
50-5-50-5522 Rate Study	5,041	77,230	0	0	0	0	
50-5-50-5550 CP - MUD 19 Lift Station	428,824	4,770	5,000	0	0	5,000	
50-5-50-5551 CP - Phase 3B	6,786	558	0	0	0	0	
50-5-50-5552 CP - WWTP Expansion	3,310,016	1,530,965	0	155,700	74,619	0	
50-5-50-5553 Lift Station #1 Improvemen	106,421	408,924	0	0	234,914	0	
50-5-50-5554 CP - WWTP Expansion - 2019	0	0	0	4,487,087	0	0	
TOTAL CAPITAL OUTLAY	4,136,160	2,286,011	230,000	4,780,928	309,532	385,000	
DEBT SERVICE							
50-5-50-5600 Interest Expense	231,687	461,114	323,298	344,708	0	667,000	
50-5-50-5601 Debt Service - 2012 WWRB	0	166,500	165,000	0	0	180,000	
50-5-50-5602 Debt Service - 2015 WWRB	0	781,500	600,000	0	0	640,000	
50-5-50-5603 DEBT SERVICE-2019 WWTP BON	0	0	0	0	0	170,000	
TOTAL DEBT SERVICE	231,687	1,409,114	1,088,298	344,708	0	1,657,000	
OTHER EXPENSES							
50-5-50-5700 Depreciation Expense	196,764	0	0	0	0	0	
TOTAL OTHER EXPENSES	196,764	0	0	0	0	0	
TOTAL WASTEWATER TREATMENT	6,764,974	6,802,358	4,505,862	8,023,832	579,206	5,931,000	
TOTAL EXPENDITURES	6,764,974	6,802,358	4,505,862	8,023,832	579,206	5,931,000	
REVENUE OVER/(UNDER) EXPENDITURES	1,373,841	(37,113)	0	(922,715)	(579,206)	0	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

51 -SEWER FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
SEWER DEPARTMENT							
CHARGE FOR SERVICES							
51-4-60-4200 Sewer Connections - City	439,867	619,720	404,120	518,440	0	400,000	
51-4-60-4205 Sewer Service Income	0	(5,350)	1,000	0	0	0	
51-4-60-4207 Tap Fees	15,000	63,600	65,000	18,600	0	20,000	
51-4-60-4208 SEWER RESERVATION FEE	0	6,300	0	30,450	0	0	
51-4-60-4209 Connection Fees	436,100	837,315	755,000	1,990,550	0	550,000	
51-4-60-4211 Construction Inspection Fe	146,629	0	1,500	46,528	0	35,000	
51-4-60-4220 Service Availability Study	1,500	0	1,500	0	0	0	
TOTAL CHARGE FOR SERVICES	1,039,097	1,521,585	1,228,120	2,604,568	0	1,005,000	
OTHER INCOME							
51-4-60-4510 WW Phase 3B Obligation	103,927	0	0	0	0	0	
51-4-60-4600 Other Income	0	0	0	3,000	0	0	
51-4-60-4615 CREDIT CARD FEES	0	0	0	2,008	0	0	
TOTAL OTHER INCOME	103,927	0	0	5,008	0	0	
INVESTMENT INCOME							
51-4-60-4700 Interest Income	3,827	17	100	5	0	0	
51-4-60-4705 Penalty Revenue	2,329	2,630	2,500	1,428	0	0	
TOTAL INVESTMENT INCOME	6,156	2,647	2,600	1,433	0	0	
TOTAL SEWER DEPARTMENT	1,149,180	1,524,231	1,230,720	2,611,010	0	1,005,000	
TOTAL REVENUES	1,149,180	1,524,231	1,230,720	2,611,010	0	1,005,000	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

51 -SEWER FUND

SEWER DEPARTMENT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
51-5-60-5100 Salaries	47,316	52,371	185,330	66,668	3,932	0	
51-5-60-5105 Overtime	1,200	2,666	10,000	1,781	195	0	
51-5-60-5106 Auto Allowance	159	140	0	0	12	0	
51-5-60-5110 FICA & Medicare	3,682	3,995	14,885	5,061	308	0	
51-5-60-5112 TWC	0	0	150	194	0	0	
51-5-60-5115 Retirement	3,365	3,872	13,830	5,027	324	0	
51-5-60-5120 Health Insurance	4,785	5,598	26,230	7,832	443	0	
51-5-60-5150 Training	15	1,927	6,000	0	0	0	
TOTAL PERSONNEL	60,523	70,570	256,425	86,563	5,215	0	
CONTRACTUAL SERVICES							
51-5-60-5200 Prof Fees - Accounting	2,337	647	1,500	0	409	0	
51-5-60-5203 Prof Fees - Legal	788	15,514	8,000	2,243	0	0	
51-5-60-5204 Prof Fees - Audit	3,211	4,132	5,000	7,514	0	5,000	
51-5-60-5207 Prof Fees - Engineering	27,742	10,468	50,000	2,410	1,880	35,000	
51-5-60-5208 Prof Fees - Other	1,350	1,100	1,000	1,100	0	0	
51-5-60-5210 Uniforms	137	0	0	0	0	0	
51-5-60-5213 Outside Serv Ozarka	0	57	1,500	50	0	0	
51-5-60-5215 Dues & Subscriptions	75	0	0	0	0	0	
51-5-60-5217 Licenses, Permits & Fees	3,238	6,083	4,000	10,745	0	10,000	
51-5-60-5219 Outside Serv - Environ Imp	85,108	109,439	100,000	0	13,541	100,000	
51-5-60-5230 Janitorial Service	757	980	500	1,343	78	0	
51-5-60-5240 Utilities Electric	9,568	8,556	9,500	6,956	784	9,000	
51-5-60-5246 Property & Liability Insur	2,772	2,959	5,000	5,853	2,877	5,000	
51-5-60-5247 WC Insurance	1,352	5,822	5,500	4,714	1,332	0	
51-5-60-5250 Telephon/Cell Phone/Intern	425	1,637	4,000	1,176	142	0	
51-5-60-5252 Office Rent	2,400	0	0	0	0	0	
51-5-60-5255 Advertising	2,309	0	0	0	0	0	
51-5-60-5265 Software & Maintenance	5,484	7,300	10,000	7,634	577	0	
51-5-60-5275 Equipment Rental	471	760	1,500	155	0	0	
TOTAL CONTRACTUAL SERVICES	149,524	175,454	207,000	51,894	21,619	164,000	
MATERIALS & SUPPLIES							
51-5-60-5300 Office Supplies	420	681	1,000	147	0	0	
51-5-60-5305 Office Equipment	0	0	500	0	0	0	
51-5-60-5320 Printing	78	11	750	0	0	0	
51-5-60-5330 Janitorial Supplies	50	918	100	0	0	0	
51-5-60-5340 Postage & Freight	854	3,974	3,500	2,870	179	0	
51-5-60-5350 Fuel	1,498	1,484	5,000	465	147	0	
51-5-60-5357 Small Tools & Supplies	3,570	2,036	5,000	4,725	16	10,000	
51-5-60-5390 Miscellaneous Expense	0	246	500	0	0	150	
TOTAL MATERIALS & SUPPLIES	6,469	9,350	16,350	8,207	342	10,150	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

51 -SEWER FUND

SEWER DEPARTMENT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
MAINTENANCE							
51-5-60-5400 Building Maintenance	338	1,417	2,500	0	0	0	
51-5-60-5405 Sewer Repair & Maintenance	314,191	43,095	60,000	95,943	1,227	135,350	
51-5-60-5410 Landscape & Grounds Mainte	0	0	0	732	0	0	
51-5-60-5420 Vehicle Maintenance	277	1,172	2,500	1,843	32	2,500	
TOTAL MAINTENANCE	314,805	45,684	65,000	98,518	1,258	137,850	
CAPITAL OUTLAY							
51-5-60-5503 Capital Equipment Purchase	0	49,983	30,000	10,288	0	0	
51-5-60-5555 Sewer Svc CIP - Cost Parti	131,425	0	0	0	0	0	
51-5-60-5575 Regional Contribution	76,000	114,000	118,000	0	0	125,000	
TOTAL CAPITAL OUTLAY	207,425	163,983	148,000	10,288	0	125,000	
DEBT SERVICE							
51-5-60-5600 Interest Expense	0	0	117,945	0	0	113,000	
51-5-60-5601 Debt Service - 2006-A TWDB	0	0	70,000	29,719	0	75,000	
51-5-60-5602 Debt Service - 2006-B TWDB	0	0	350,000	0	0	380,000	
TOTAL DEBT SERVICE	0	0	537,945	29,719	0	568,000	
OTHER EXPENSES							
51-5-60-5700 Depreciation Expense	166,925	0	0	0	0	0	
TOTAL OTHER EXPENSES	166,925	0	0	0	0	0	
TOTAL SEWER DEPARTMENT	905,670	465,041	1,230,720	285,188	28,435	1,005,000	
TOTAL EXPENDITURES	905,670	465,041	1,230,720	285,188	28,435	1,005,000	
REVENUE OVER/(UNDER) EXPENDITURES	243,510	1,059,190	0	2,325,821	(28,435)	0	

52 -WATER FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
WATER DEPARTMENT							
TAXES							
52-4-70-4050 Utility Tax	4,178	1,124	0	0	0	0	
TOTAL TAXES	4,178	1,124	0	0	0	0	
CHARGE FOR SERVICES							
52-4-70-4200 Water Sales	892,195	1,331,205	887,325	1,069,714	0	1,200,000	
52-4-70-4205 Application & Misc Fees	9,955	8,820	7,500	11,825	0	12,000	
52-4-70-4207 Tap Fees	151,000	8,069	8,500	600	0	1,000	
52-4-70-4209 Connection Fees	601,500	608,000	500,000	559,600	0	592,000	
52-4-70-4210 Impact Fees	26,500	0	0	0	0	0	
52-4-70-4211 Construction Inspection Fe	146,629	0	0	0	0	0	
52-4-70-4212 BOREING FEE	0	5,000	5,000	10,000	0	15,000	
52-4-70-4220 Service Availability Fees	1,500	0	0	0	0	0	
TOTAL CHARGE FOR SERVICES	1,829,279	1,961,093	1,408,325	1,651,739	0	1,820,000	
OTHER INCOME							
52-4-70-4520 Other Income	2,118	1,648	2,000	0	0	0	
52-4-70-4600 Transfer In	183,382	0	0	0	0	0	
TOTAL OTHER INCOME	185,499	1,648	2,000	0	0	0	
INVESTMENT INCOME							
52-4-70-4700 Interest Income	13,145	17,099	11,000	7,249	0	10,000	
52-4-70-4705 Penalty Revenue	10,644	10,624	10,000	5,013	0	7,500	
TOTAL INVESTMENT INCOME	23,788	27,723	21,000	12,262	0	17,500	
TOTAL WATER DEPARTMENT	2,042,745	1,991,588	1,431,325	1,664,002	0	1,837,500	
TOTAL REVENUES	2,042,745	1,991,588	1,431,325	1,664,002	0	1,837,500	

PROPOSED BUDGET REPORT

AS OF: AUGUST 24, 2020

52 -WATER FUND

WATER DEPARTMENT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
PERSONNEL							
52-5-70-5100 Salaries	121,536	136,392	125,805	144,362	10,073	262,500	
52-5-70-5105 Overtime	2,127	3,825	5,000	2,073	441	15,000	
52-5-70-5106 Auto Allowance	407	358	0	0	32	0	
52-5-70-5110 FICA & Medicare	9,383	10,175	9,975	10,830	785	21,150	
52-5-70-5112 TWC	0	0	150	478	0	150	
52-5-70-5115 Retirement	8,578	9,866	9,265	10,941	826	21,150	
52-5-70-5120 Health Insurance	12,198	14,259	26,230	19,967	1,129	48,600	
52-5-70-5150 Training	390	7,867	6,000	1,543	0	7,500	
TOTAL PERSONNEL	154,619	182,742	182,425	190,195	13,286	376,050	
CONTRACTUAL SERVICES							
52-5-70-5200 Prof Fees - Accounting	6,879	811	1,500	0	409	0	
52-5-70-5203 Prof Fees - Attorney/Legal	1,182	7,444	7,500	7,630	0	7,500	
52-5-70-5204 Prol Fees - Audit	3,211	4,132	5,000	7,515	0	1,000	
52-5-70-5207 Prof Fees - Engineering	28,064	48,470	45,000	5,605	5,548	65,000	
52-5-70-5210 Uniforms	153	0	2,500	0	0	5,000	
52-5-70-5211 Outside Services	0	0	500	1,562	0	0	
52-5-70-5213 Outside Serv Ozarka	210	263	1,500	351	0	1,500	
52-5-70-5215 Dues & Subscriptions	800	10,558	1,500	1,312	0	1,500	
52-5-70-5217 Licenses, Permits & Fees	5,501	2,817	5,000	2,901	0	5,000	
52-5-70-5221 Outside Services - Lab Tes	9,870	12,669	12,000	5,227	291	13,300	
52-5-70-5226 Debt Reserve - 2012 WRB	32,219	0	250,000	0	0	0	
52-5-70-5227 BRA - 600 Acre Ft	52,100	59,110	50,000	54,754	1,389	100,000	
52-5-70-5228 Purchased Water - Leander	166,333	252,617	225,000	291,511	19,622	350,000	
52-5-70-5229 Purchased Water - Georgeto	28,307	64,078	25,000	31,437	0	30,000	
52-5-70-5230 Janitorial Service	2,077	2,686	1,000	3,519	244	0	
52-5-70-5240 Utilities Electric	43,626	19,403	48,000	15,184	1,537	32,000	
52-5-70-5246 Property & Liability Insur	6,120	6,326	7,500	5,740	6,125	8,500	
52-5-70-5247 WC Insurance	3,423	7,179	7,500	4,714	3,330	7,500	
52-5-70-5250 Telephon/Cell Phone/Intern	2,325	5,166	9,000	2,938	364	5,500	
52-5-70-5255 Advertising	2,309	78	1,500	0	0	0	
52-5-70-5260 Bank & CC Charges & Fees	13	0	100	0	0	0	
52-5-70-5265 Software & Maintenance	11,891	24,303	16,000	8,720	810	10,000	
52-5-70-5275 Equipment Rental	224	252	1,500	0	0	7,500	
52-5-70-5293 Debt Service - 2012 WRB	31,704	100,000	0	105,000	0	105,000	
TOTAL CONTRACTUAL SERVICES	438,542	628,360	724,100	555,619	39,668	755,800	
MATERIALS & SUPPLIES							
52-5-70-5300 Office Supplies	201	1,331	1,500	876	5	4,500	
52-5-70-5305 Office Equipment	0	508	1,500	0	0	0	
52-5-70-5310 Books & Publications	0	0	500	0	0	0	
52-5-70-5320 Printing	293	68	2,500	0	0	0	
52-5-70-5330 Janitorial Supplies	50	0	100	18	0	1,500	
52-5-70-5340 Postage & Freight	2,663	10,667	8,500	10,583	716	10,000	
52-5-70-5350 Fuel	3,785	9,959	10,000	10,565	377	12,000	
52-5-70-5357 Small Tools & Supplies	6,465	4,682	15,000	11,337	223	10,000	
52-5-70-5358 Chemicals	9,427	13,706	15,000	11,137	240	15,000	

52 -WATER FUND

WATER DEPARTMENT

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
52-5-70-5390 Miscellaneous Expense	130	29	150	0	0	150	
TOTAL MATERIALS & SUPPLIES	23,014	40,949	54,750	44,516	1,562	53,150	
MAINTENANCE							
52-5-70-5400 Building Maintenance	338	1,601	2,000	1,355	0	5,000	
52-5-70-5405 Water System Maintenance	57,849	124,073	110,000	83,204	53,396	100,000	
52-5-70-5410 Landscape & Grounds Mainte	5,445	0	0	285	0	0	
52-5-70-5420 Vehicle Maintenance	2,479	1,366	2,500	3,395	32	2,500	
52-5-70-5425 Repair & Maintenance	8,758	8,831	10,000	35,649	0	10,000	
TOTAL MAINTENANCE	74,868	135,871	124,500	123,888	53,427	117,500	
CAPITAL OUTLAY							
52-5-70-5501 Water Meters - New Develop	36,705	37,087	30,000	26,468	1,497	25,000	
52-5-70-5502 EQUIPMENT FINANCED/OTHER	0	661,995	0	0	0	108,000	
52-5-70-5503 Capital Equipment Purchase	0	51,880	50,000	19,082	0	50,000	
52-5-70-5504 Water Upgrades-2017 Tax No	206,062	50,505	0	0	0	0	
52-5-70-5525 Downtown Water Improvement	14,589	37,530	18,000	0	0	25,000	
52-5-70-5530 West LH Water Improvements	0	21,774	100,000	54,587	0	50,000	
52-5-70-5570 CP - Bagdad Road Trans Lin	0	2,262	2,500	0	0	5,000	
52-5-70-5575 CP-WELL 6	0	87,390	25,000	0	0	10,000	
TOTAL CAPITAL OUTLAY	257,356	950,423	225,500	100,137	1,497	273,000	
DEBT SERVICE							
52-5-70-5600 Interest Expense	63,372	60,015	120,050	56,433	0	102,000	
52-5-70-5602 Debt Service - 2014 WRB	0	150,000	0	0	0	160,000	
TOTAL DEBT SERVICE	63,372	210,015	120,050	56,433	0	262,000	
OTHER EXPENSES							
52-5-70-5700 Depreciation Expense	41,824	0	0	0	0	0	
TOTAL OTHER EXPENSES	41,824	0	0	0	0	0	
TOTAL WATER DEPARTMENT	1,053,596	2,148,360	1,431,325	1,070,788	109,440	1,837,500	
TOTAL EXPENDITURES	1,053,596	2,148,360	1,431,325	1,070,788	109,440	1,837,500	
REVENUE OVER/(UNDER) EXPENDITURES	989,150	(156,772)	0	593,214	(109,440)	0	

EMPLOYEES/OFFICIALS 20-21 BUDGET

EE #	Name	Annual
ADMINISTRATION		
OPEN	**ADM ASST FOR CITY SEC**	$45,000.00
01-0069	Amsler, Katie	$65,000.00
01-0085	Cleaves, Tad	$160,000.62
01-0065	Cobb, Casey	$62,500.36
01-0027	Gil, Zachary	$69,939.20
01-0060	Glosson, Kacie	$50,419.20
01-0083	Hale, Lacie	$120,000.40
01-0078	Hodges, Randy	$114,400.00
01-0090	Holmes, Jay	$85,000.24
01-0066	Price, Stephanie	$49,008.96
01-0056	Sawyer, Nancy	$59,500.48
01-0058	Wilkins, Becky	$125,000.20
	TOTAL	**$1,005,769.66**
CITY COUNCIL		
	Canady, Kathy	$12,000.00
	DeYoung, Tony	$12,000.00
	Hall, Rick	$40,000.00
	Lankford, Gram	$12,000.00
	McIntosh, Steve	$12,000.00
	Rundzieher, Liz	$12,000.00
	TOTAL	**$100,000.00**
DEVELOPMENT SERVICES		
OPEN	**BUILDING INSPECTOR**	$60,000.00
01-0049	Carrasco, Elias	$90,000.04
01-0064	Hinds, Michael	$60,278.40
01-0039	Mitchell, Katheryn	$56,596.80
01-0079	Stallworth, David	$95,004.00
01-0082	Trevino, Julissa	$35,484.80
	TOTAL	**$337,364.04**

EMPLOYEES/OFFICIALS 20-21 BUDGET

POLICE		
OPEN	**LT.**	$ 75,000.00
OPEN	**PATROL OFFICER**	$ 51,500.00
01-0089	Akin, Brandon	$ 51,509.64
01-0035	Bonessi, David	$ 62,004.80
01-0067	Chapa, Joseph	$ 51,509.64
01-0006	Fox, Robert	$ 72,672.60
01-0045	Gonzales, Gregorio	$ 54,075.84
01-0040	Graeter, Royce	$ 115,000.08
01-0080	Heimann, Jeremiah	$ 51,509.64
01-0089	Joiner, David	$ 52,568.88
01-0073	Krause, Erik	$ 17,680.00
01-0046	Potter, William	$ 70,008.12
01-0010	Ringstaff, Jeffrey	$ 86,900.06
01-0081	Shanks, Christopher	$ 51,509.64
01-0075	Shanks, Steve	$ 55,473.60
01-0047	Sullivan, Julie	$ 44,449.60
01-0068	Tercero, Daniel	$ 55,495.44
01-0021	Wofford, James	$ 60,453.12
	TOTAL	**$ 1,079,320.70**
MUNICIPAL COURT		
01-0030	Madison, Kevin	$ 30,001.92
01-0059	Ramirez, Margarita	$ 37,148.80
01-0022	Ventura, Tracy	$ 85,222.54
	TOTAL	**$ 152,373.26**
FACILITIES MAINTENANCE/PARKS/STREETS		
NEW	**MAINTENANCE TECH**	$ 33,280.00
01-0048	Carey, Joshua	$ 52,000.00
01-0091	Gill, Sean	$ 45,760.00
01-0071	Miller, Devin	$ 35,360.00
01-0074	Robinson, James	$ 33,280.00
	TOTAL	**$ 199,680.00**
EDC		
OPEN	**EDC DIRECTOR**	$ 120,000.00
	TOTAL	**$ 120,000.00**

EMPLOYEES/OFFICIALS 20-21 BUDGET

WASTEWATER			
NEW	**WASTEWATER TECH 1**	$	35,360.00
01-0003	Bonnet, Douglas	$	116,856.48
01-0086	Brown, Matthew	$	37,440.00
01-0063	Cunningham, Chris	$	47,590.40
01-0084	Lauck, Ryan	$	33,280.00
01-0057	Paul, Brian	$	60,499.92
01-0025	Perkins, Jr. Major	$	68,640.00
01-0034	Pierce, Dewey	$	49,108.80
	TOTAL	**$**	**448,775.60**
WATER			
NEW	**WATER TECHNICIAN I**	$	33,280.00
01-0020	Evans, Trey	$	58,000.00
01-0087	Matthews, Joey	$	36,400.00
01-0072	Reid, Douglas Ryan	$	37,440.00
01-0043	Seyk, Cory	$	46,072.00
01-0032	Walenta, Dorothea	$	41,600.00
	TOTAL		**$252,792.00**

SALARIES FOR ALL CITY EMPLOYEES/OFFICIALS	**$3,696,075.26**

EXISTING EMPLOYEES	51
NEW POSITIONS	3
OPEN POSITIONS	5
CITY COUNCIL	5
Total Count	64

Budget includes a 5% merit increase per position, but it is not a guarantee of any merit increase for any employee.

2020-21

EDC Budget

As approved by EDC Board

Changes:

Move $10k from Training to Improvements and Incentives

40 -LIBERTY HILL EDC

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 REQUESTED BUDGET DR	2020-2021 ADOPTED BUDGET SELECTED
EDC							
TAXES							
40-4-25-4002 Sales Tax	359,366	339,409	390,000	415,354	0	350,000	450,000
TOTAL TAXES	359,366	339,409	390,000	415,354	0	350,000	450,000
OTHER INCOME							
40-4-25-4600 Other Income	1,895	4,800	3,500	5,500	0	0	5,500
TOTAL OTHER INCOME	1,895	4,800	3,500	5,500	0	0	5,500
INVESTMENT INCOME							
40-4-25-4700 Interest Income	6,733	9,466	3,000	2,156	0	5,200	3,000
40-4-25-4910 Use Fund Balance	0	0	0	0	0	0	0
TOTAL INVESTMENT INCOME	6,733	9,466	3,000	2,156	0	5,200	3,000
TOTAL EDC	367,995	353,675	396,500	423,011	0	355,200	458,500
TOTAL REVENUES	367,995	353,675	396,500	423,011	0	355,200	458,500

40 -LIBERTY HILL EDC

EDC

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 REQUESTED BUDGET DR	2020-2021 ADOPTED BUDGET SELECTED
PERSONNEL							
40-5-25-5100 Salaries	88,096	97,493	105,190	83,281	7,408	0	125,000
40-5-25-5110 FICA & Medicare	5,737	6,094	8,015	5,836	473	0	9,550
40-5-25-5112 TWC	162	9	5	144	0	0	25
40-5-25-5115 Retirement	6,473	6,801	7,450	6,694	536	0	9,550
40-5-25-5120 Health Insurance	6,733	7,268	8,100	5,176	587	0	8,400
40-5-25-5150 Training	6,198	12,310	28,000	9,670	0	0	18,000
40-5-25-5155 Travel Reimbursement	10,507	9,677	0	2,394	1,358	0	0
TOTAL PERSONNEL	123,906	139,651	156,760	113,196	10,363	0	170,525
CONTRACTUAL SERVICES							
40-5-25-5200 Prof Fees - Accounting	633	0	2,000	0	0	0	0
40-5-25-5203 Prof Fees - Legal	7,806	2,846	6,000	4,272	142	0	6,000
40-5-25-5204 Prof Fees - Audit	3,211	4,132	6,000	0	0	0	6,000
40-5-25-5215 Dues & Subscriptions	4,775	4,480	5,000	2,549	0	0	20,000
40-5-25-5221 Contract Labor (Exec Dir)	0	0	0	5,663	0	0	15,000
40-5-25-5222 Office Space Rental	20,000	0	20,000	0	0	0	20,000
40-5-25-5223 Meals & Entertainment	3,552	1,160	4,000	500	55	0	4,600
40-5-25-5231 Business Development	35,257	3,346	20,000	3,530	710	0	25,000
40-5-25-5233 Sponsorships	27,471	10,000	0	0	0	0	0
40-5-25-5255 Advertising & Marketing	17,951	11,861	30,000	18,056	350	0	30,000
40-5-25-5260 Bank & CC Charges & Fees	8	0	100	0	0	0	100
40-5-25-5265 Software & Maintenance	5,778	4,388	5,000	896	834	0	5,000
TOTAL CONTRACTUAL SERVICES	126,442	42,214	98,100	35,467	2,091	0	131,700
MATERIALS & SUPPLIES							
40-5-25-5300 Office Supplies	659	280	1,000	65	0	0	1,000
TOTAL MATERIALS & SUPPLIES	659	280	1,000	65	0	0	1,000
CAPITAL OUTLAY							
40-5-25-5522 CP - Comprehensive Plans &	0	0	50,000	0	0	0	0
40-5-25-5525 CP - Downtown Facade Grant	16,363	8,457	30,000	22,083	0	0	30,000
40-5-25-5535 CP - Improvements & Incent	0	25,000	50,000	100,000	0	0	110,000
40-5-25-5540 CP - Transportation/Parkin	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	16,363	33,457	130,000	122,083	0	0	140,000
OTHER EXPENSES							
40-5-25-5710 Salary Survey Implementati	0	0	0	0	0	0	0
40-5-25-5715 Transfer Out	186,130	0	10,640	0	0	0	15,275
TOTAL OTHER EXPENSES	186,130	0	10,640	0	0	0	15,275
TOTAL EDC	453,499	215,602	396,500	270,810	12,454	0	458,500
TOTAL EXPENDITURES	453,499	215,602	396,500	270,810	12,454	0	458,500
REVENUE OVER/(UNDER) EXPENDITURES	(85,505)	138,073	0	152,200	(12,454)	355,200	0

2020-21

COLH Budget

As presented on 8-10-2020

With the following changes:

Fund 30 Debt

Change revenue and expenses to total $647,075 to correct a typo of a 9 instead of a 6

30 -DEBT SERVICE FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
DEBT SERVICE							
TAXES							
30-4-35-4000 Property Taxes	319,928	504,002	535,180	547,227	0	640,000	
30-4-35-4001 Property Taxes Delq	34,591	1,018	460	4,270	0	5,200	
TOTAL TAXES	354,519	505,020	535,640	551,497	0	645,200	
INVESTMENT INCOME							
30-4-35-4700 Interest Income	5,909	3,934	3,500	1,522	0	1,875	
TOTAL INVESTMENT INCOME	5,909	3,934	3,500	1,522	0	1,875	
TOTAL DEBT SERVICE	360,428	508,954	539,140	553,019	0	647,075	
TOTAL REVENUES	360,428	508,954	539,140	553,019	0	647,075	

30 -DEBT SERVICE FUND

DEBT SERVICE

DEPARTMENTAL EXPENDITURES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 CURRENT BUDGET	2019-2020 YEAR-TO-DATE ACTUAL	2019-2020 PROJECTED YEAR END	2020-2021 PROPOSED BUDGET SELECTED	2020-2021 APPROVED BUDGET WORKSPACE
CONTRACTUAL SERVICES							
30-5-35-5208 Prof Fees - Other	750	0	1,000	400	0	25,433	
30-5-35-5280 Debt Service Payment	691,000	329,808	389,000	289,350	400	480,000	
30-5-35-5285 Interest Expense	166,924	173,624	149,140	19,017	0	141,642	
TOTAL CONTRACTUAL SERVICES	858,674	503,432	539,140	308,767	400	647,075	
TOTAL DEBT SERVICE	858,674	503,432	539,140	308,767	400	647,075	
TOTAL EXPENDITURES	858,674	503,432	539,140	308,767	400	647,075	
REVENUE OVER/(UNDER) EXPENDITURES	(498,247)	5,522	0	244,252	(400)	0	

AGENDA ITEM #10.j.

ATTACHMENTS:

Description	Upload Date
Prospector Term Sheet	8/19/2020

GIS PLANNING LICENSE AGREEMENT (HOSTED SOFTWARE) – TERM SHEET

PARTIES	
GIS	**GIS Planning Inc.** with its main place of business as One Hallidie Plaza, Suite 760, San Francisco, CA 94102
CLIENT	**Liberty Hill EDC** with its main place of business as **926 Loop 332, Liberty Hill TX 78642**
SERVICE	
Service	ZoomProspector Enterprise License with Google Maps
Service Elements	Sites and Buildings Database ThemaMc Maps RFI Manager Demographic Mapping and Reports to 60 miles Business Data Demographic Data MarkeMng and ImplementaMon Plan Intelligence Components ZoomBusiness local business database
Customization Services	[None]
CLIENT SITE DETAILS	
Geographic Scope	The geographic scope of the SoTware will cover the geographic boundaries of City of Liberty Hill and surrounding ETJ and unincorporated areas (to be defined), with a total populaMon of no more than 50,000 people.
FEES	
Initial Fees	$5,000, invoiced on the Agreement Date **NOTE: the above Fee must be paid in full including any applicable sales tax and shall not be subject to deduction of any local withholding tax or similar charges pursuant to clause 12.2 of the Terms and conditions herein.**
Renewal Fees	$5,000, invoiced on each anniversary of the Agreement Date.
OTHER	
Agreement Date	The date that this Agreement has been signed by both parMes.
Initial Term	One year from the Agreement Date.
Relationship Managers	GIS: Jeff Suneson, Director of Client Services, 916-833-8894, jsuneson@gisplanning.com Client: Mae Powell, Director of Economic Development, opportunity@libertyhilltx.gov, 512-739-3105

SPECIAL CONDITIONS (if applicable)

In the case of conflict or ambiguity between any provision contained in the Term Sheet and any provision contained in the Terms and CondiMons aeached, the provisions in this Term Sheet will take precedence. Client acknowledges that it has read and agrees to be bound by this Agreement (which includes this Term Sheet and the aeached Terms and CondiMons). The parMes agree that the Agreement will become legally binding when signed on behalf of both parMes.

Signed by: …….	**Signed by**: …….
GIS Planning	**Title**
Name: Juan Pablo Monzon	**Name**:
Position: Managing Director	**Position**:
Date:	**Date**:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. These Terms and Condi Mons together with the Term Sheet form a legally binding agreement between the parMes (the "Agreement"). In this Agreement, words and phrases have the meaning given to them in the Term Sheet and this Clause 1:

"**Administration Interface**" means the interface provided for the Client to manage the Client Site.

"**Administrator Login**" means any Login giving the user administra Mon-level privileges to the Client Site.

"**Client Content**" means any data or other content uploaded to the Client Site by Client or provided by Client to GIS for incorpora Mon in the Client Site.

"**Client Site**" means a web-based applica Mon providing the func Monality set out in the Documenta Mon, including such Client Site as updated by GIS from Mme to Mme in accordance with this Agreement.

"**Custom Domain**" means any domain used for the Client Site other than the Principal Domain.

"**Customization Services**" means any services provided by GIS for a customized Client Site, if and as specified on the Term Sheet.

"**Customized Site**" means the Client Site as customized under any Customization Services.

"**Documentation**" means the documenta Mon for the Client Site as made available by GIS to the Client.

"**Fees**" means the fees payable by Client to GIS, including the Ini Mal Fees and Renewal Fees.

"**GIS Content**" means any data or other content made available on or through the Client Site, other than Client Content or Third Party Content.

"**Hosting Services**" means the hos Mng, maintenance and making available of the Client Site (including the Administra Mon Interface) by GIS.

"**IPRs**" means patents, ulit y models, rights to inven ons, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair compe MMon, rights in designs, rights in computer so Tware, database rights, rights to preserve the confiden Mality of informa Mon (including know-how and trade secrets) and any other intellectual property rights, including all applica Mons for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protec Mon which subsist or will subsist, now or in the future, in any part of the world.

"**Login**" means the unique access creden Mals (user name and password or as otherwise specified by GIS from Mme to Mme) for each User.

"**Marks**" means all trademarks, service marks, trade names, logos and other branding (whether registered or not) of GIS or its licensors.

"**Principal Domain**" means the principal domain (being a subdomain of the zoomprospector.com domain) at which GIS hosts the Client Site.

"**Renewal Term**" has the meaning given to it in clause 13.1.

"**Services**" means all services provided by GIS under this Agreement, including the Hos Mng Services and any Customiza Mon Services.

"**Software**" means GIS's proprietary so Tware which forms the basis for the Client Site.

"**Third Party Content**" means data sourced by GIS from a third party and incorporated into or made available through the Client Site.

"**User**" means each user with a Login for the Client Site.

1.2. The headings in this Agreement do not affect its interpreta Mon. Unless the context otherwise requires words impor Mng the singular will include the plural and vice versa; the words "include" and "including" will be construed as without limita Mon; and any reference to any legisla Mve provision will be deemed to include any subsequent re-enactment or amending provision. This Agreement negates and takes precedence over any Client terms and condi Mons.

2. SERVICE DELIVERY

Subject to Client's compliance with the terms of this Agreement including but not limited to clause 5.4, GIS will provide the Services with effect from the Agreement Date.

3. HOSTING SERVICES

3.1. Subject to clause 4 (where applicable), GIS will make the Client Site publicly available at the Principal Domain.

3.2. GIS will use commercially reasonable efforts to make the Client Site available and online for at least 99% of each calendar month. Client agrees and understands that the following will not be taken into account when measuring GIS's performance against that target: (a) rou Mne scheduled maintenance by GIS or its internet provider or hos Mng facility; (b) loss of connec Mvity by Client to the Client Site due to reasons which are beyond GIS's control, such as problems with Client's own network and/or computers or with any internet infrastructure.

3.3. Where Client and GIS agree to use of a Custom Domain then the Custom Domain will map to the Principal Domain, so that end users of the Client Site access the Client Site at the Custom Domain and the Principal Domain redirects to the Custom Domain.

3.4. Any Custom Domain is subject to GIS's approval (not to be unreasonably withheld) and must not (a) be misleading; (b) infringe the IPRs of any third party; or (c) incorporate any of the Marks. Except as agreed in wri Mng by GIS, any Custom Domain will be registered in the name of GIS and belong to GIS. Any change to the Custom Domain may be subject to addi Monal charges at GIS's standard rates.

4. CUSTOMIZATION SERVICES

4.1. The provisions of this clause 4 apply only where the Term Sheet specifies that GIS is to provide any Customiza Mon Services.

4.2. GIS will carry out the Customiza Mon Services to prepare the Customized Site for launch.

4.3. Once the Customized Site is ready for the Client's review, GIS will no Mfy the Client, giving instruc Mons on how the Customized Site can be accessed for approval by the Client.

4.4. The Client will not unreasonably withhold or delay approval of the Customized Site. If the Client reasonably considers that the Customized Site fails to meet the requirements of this Agreement then the Client will notify GIS, giving full details, and the Client and GIS will cooperate in good faith to resolve the issues raised by the Client.

4.5. Once the Client has approved the Customized Site, the Client will specify when it wishes the Customized Site to become publicly available, to be not less than seven days after the Client's approval (or such shorter period as GIS may agree).

4.6. The Client acknowledges that any target date for the Customized Site to become publicly available ("**Go-Live Date**") set out in the Term Sheet is an estimate. GIS will use reasonable endeavors to achieve that target Go-Live Date, but the Client acknowledges that this is dependent upon the Client meeting its own obligations under this Agreement and may be affected by factors beyond GIS's control. The actual Go-Live Date will be the date on which the Customized Site becomes publicly available under clause 4.5.

4.7. GIS is under no obligation to make the Customized Site publicly available until it has received payment in full of the Initial Fees.

5. PROVISION OF THE SERVICES

5.1. GIS will retain the sole and exclusive right to control and direct the manner or means by which the Services are performed, and may employ or subcontract others with respect to such services.

5.2. Nothing in this Agreement entitles Client to actual possession of the Software or of the Client Site; use of the Software and the Client Site is provided on an application services basis only.

5.3. Any changes or additions to the Services required by Client must be agreed upon in writing by the parties and subject to payment of any agreed additional fees and expenses.

5.4. Client will cooperate with GIS and provide such assistance as GIS may reasonably request in relation to the services to be provided to Client under this Agreement, including but not limited to efforts to obtain all necessary third party consents and approvals.

6. USERS

6.1. GIS will issue one (1) Administrator Login to the Client (or as otherwise agreed by GIS).

6.2. Client acknowledges that any Administrator Login gives the user full access to the Client Site and the Administration Interface, including the ability to add or delete Client Content without restriction and to add or delete Users or Logins.

6.3. The Administration Interface gives the Client the ability to create further Logins for the Users. Each Login will have varying privileges and access rights as specified in the Documentation. Client is responsible for all activity that takes place under each Login, and it is Client's responsibility to ensure that each Login is kept secure and not shared by more than one individual.

6.4. Each User may be required to agree to GIS's individual user terms and privacy policy in order to access the Client Site using their Login.

7. CLIENT OBLIGATIONS

7.1. Client will not obscure any legal or regulatory notices or links to legal or regulatory notices incorporated into the Client Site (including where the Client Site is embedded within another website).

7.2. Client will comply with all applicable laws (including laws relating to data protection, privacy and direct marketing) in its use of the Services, including its use of GIS Content and Third Party Content. This includes Client ensuring that it includes on the Client Site any privacy notices, disclaimers or other notices that Client is required to provide to users.

7.3. Client will not incorporate GIS Content or Third Party Content within any database or other system outside the Services without the prior written consent of GIS.

8. CLIENT CONTENT

8.1. Client is solely responsible for any Client Content uploaded to or otherwise made available through the Client Site. Client must ensure that all Users are made aware of the terms on which Client Content is uploaded and used, including the licenses granted to GIS under this clause 8.

8.2. Client (or the User uploading the Client Content, as applicable) retains ownership of and responsibility for all Client Content.

8.3. Client grants (and will ensure that all Users who upload Client Content grant) to GIS a worldwide, perpetual, irrevocable, royalty-free license to copy, distribute, make available, modify, perform and otherwise use Client Content for the purposes of:

(a) providing the Services; and

(b) making Client Content available through other ZoomProspector sites managed or provided by GIS.

8.4. The Client must (and must ensure that all Users) only submit Client Content which they have the right to upload and make available through the Client Site.

8.5. GIS has no obligation to monitor or moderate Client Content, but GIS has the right to remove any Client Content that GIS considers (in its sole discretion) to violate the terms of this Agreement or to expose GIS or its other clients or users to any legal liability or unacceptable commercial or reputational risk.

9. GIS INTELLECTUAL PROPERTY

9.1. Client acknowledges that all IPRs in the Services and the Software belong and will belong to GIS or the relevant third-party owners (as the case may be), and Client has no rights in or to the Software other than the right to make use of the Client Site as hosted by GIS under this Agreement.

9.2. Client will not (and will not permit any third party to):

(a) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part; or

(b) make any use of the Services or access the Client Site for the purpose of creating a competing service or any site, service or application that fulfils a similar purpose to any of the Services or the Software.

9.3. Client acknowledges and agrees that: (a) all use of GIS's Marks under this Agreement inures to the benefit of GIS; (b) GIS's Marks will remain the exclusive property of GIS; (c) nothing in this Agreement will confer upon Client any right of ownership in GIS's Marks; and (d) Client will not now or in the future contest the validity of GIS's Marks or take any action impairing the rights of GIS in its Marks.

10. WARRANTIES

10.1. Each party warrants and represents to the other that it has the full power and authority to enter into this Agreement.

10.2. GIS will use reasonable commercial endeavors to provide the Services in a professional and workmanlike manner.

10.3. GIS undertakes at its own expense to defend Client or, at its opMon, see le any claim or acMon brought against Client alleging that the Client's receipt or use of the Services in accordance with the terms of this license infringes the US or UK Intellectual Property Rights of a third party ("**Claim**") and will be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against Client as a result of or in connecMon with any such Claim. For the avoidance of doubt, this clause will not apply where the Claim in quesMon is ae ributable to (a) Client Content, or (b) use of the Services other than in accordance with the terms of this Agreement. This will be Client's exclusive remedy and GIS's only liability in respect of Claims and for the avoidance of doubt is subject to clause 11.6.

10.4. If any third party makes a Claim, or noMfies an intenMon to make a Claim against Client, GIS's obligaMons under clause 10.3 are condiMonal on Client: (a) as soon as reasonably pracMcable, giving wrie en noMce of the Claim to GIS, specifying the nature of the Claim in reasonable detail;(b) not making any admission of liability, agreement or compromise in relaMon to the Claim without the prior wrie en consent of GIS (such consent not to be unreasonably condiMoned, withheld or delayed); (c) giving GIS and its professional advisers access at reasonable Mmes (on reasonable prior noMce) to its premises and its officers, directors, employees, agents, representaMves or advisers, and to any relevant assets, accounts, documents and records within the power or control of Client, so as to enable GIS and its professional advisers to examine them and to take copies (at GIS's expense) for the purpose of assessing the Claim; and (d) subject to GIS providing security to Client to Client's reasonable saMsfacMon against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such acMon as GIS may reasonably request to avoid, dispute, compromise or defend the Claim.

10.5. If any Claim is made, or in GIS's reasonable opinion is likely to be made, against Client, GIS may at its sole opMon and expense: (a) procure for Client the right to conMnue to use the Services (or any part of them) in accordance with the terms of this license; (b) modify the Services so that they cease to be infringing; or (c) terminate this Agreement immediately by noMce in wriMng to Client and refund a pro rata proporMon of the Fees paid by Client in respect of Services not yet provided as at the date of terminaMon.

11. LIABILITY

11.1. It is hereby agreed that except as expressly set out in this Agreement and to the extent permissible by law, all warranMes, condiMons, representaMons, terms or undertakings, express or implied, statutory or otherwise are hereby excluded.

11.2. Without limitaMon to clause 11.1, Client acknowledges and agrees that Third Party Content comes from a variety of sources and is provided on an "as is" basis. GIS makes no representaMon or warranty concerning the accuracy or completeness of any Third Party Content, or of the suitability of that Third Party Content for the needs of the Client or any end-users. Any projecMons, opinions, assumpMons or esMmates used are for example only and do not represent the current or future performance of any business.

11.3. Client acknowledges and agrees that neither GIS nor its partners who have been involved in the creaMon, producMon or delivery of the Client Site will be liable for: a) any indirect, consequenMal, incidental or special loss or damages whatsoever or (b) for any loss of profits, revenues, income or goodwill or loss of data or anMcipated savings arising from this Agreement, in each case whether reasonably foreseeable or actually foreseen and regardless of the cause of acMon.

11.4. GIS will not have any liability to Client to the extent such liability arises as a result of a breach of this Agreement by Client.

11.5. GIS does not exclude or limits its liability for death or personal injury caused by its negligence, for fraud or for fraudulent misrepresentaMon or for any liability which cannot be excluded or limited by law.

11.6. Without prejudice to GIS's right to payment of Fees owing and subject to clause 11.5, the aggregate liability of GIS for any breach of this Agreement or any representaMon, statement, negligent act or omission arising under or in connecMon with this Agreement will be limited to direct damages which in no event will exceed 125% the aggregate amount of the Fees paid or (if greater) payable by Client to GIS under this Agreement.

12. PAYMENT

12.1. Client will pay the Fees as set out in the Term Sheet. If no payment term is specified on the invoice, Client will pay the Fees within 30 days of the date of the GIS invoice. Failure to pay undisputed Fees on Mme will consMtute a material breach of this Agreement. Client will bear any addiMonal costs arising from Client's failure to comply with its obligaons under this Agreement. Any addiMonal Services provided by GIS that are not set out in the Term Sheet will be subject to addiMonal Fees, to be agreed between GIS and Client.

12.2. The Fees and all other charges are exclusive of value added tax (VAT) or any other sales or similar taxes which are or may be applicable. The Fee will be paid to GIS in full without deducMon of any taxes, withholding taxes, charges and other applicable duMes which may be imposed. If Client is required by law to make a set-off, deducMon or withholding then it will pay such addiMonal amount to ensure that the net amount received by GIS is equal to the amount GIS would have been enMtled to receive under this Agreement in the absence of any requirement to make such set-off, deducMon or withholding. Client will provide GIS with a valid tax cerMficate evidencing such amount withheld within 30 days of such set-off, deducMon or withholding.

12.3. If any sum payable under this Agreement is not paid within 7 days of the due date then (without prejudice to GIS's other rights and remedies) GIS reserves the right to: a) charge interest on such sum on a day-to-day basis from the due date to the date of payment (both dates inclusive) at the rate of 4 per cent above the base rate of Barclays Bank Plc from Mme to Mme in force; and b) suspend the provision of the Services.

13. TERM AND TERMINATION

13.1. This Agreement will commence on the Agreement Date and will conMnue in force for the IniMal Term. It will then renew automaMcally for further periods of one year (each a "**Renewal Term**") unless terminated by either party giving not less than 30 days' noMce in wriMng, to expire on the last day of an IniMal Term or Renewal Term.

13.2. Either party may terminate this Agreement if: (a) the other party is in material or persistent breach of any of the terms of this Agreement and in the case of a breach capable of remedy having been notified of any such breach has failed to remedy the same within 14 days; or (b) the other party is dissolved or ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or passes a resolution for its winding up or a court of competent jurisdiction will make an administration order or liquidation order or similar order, or will enter into any voluntary arrangement with its creditors, or will be unable to pay its debts as they fall due or any analogous event occurs to the other party in any jurisdiction.

13.3. GIS may terminate this Agreement with immediate effect if Client (or any of its shareholders or directors or equivalent) becomes subject to any Sanction, or continuation of the Agreement would (in the reasonable opinion of GIS) expose GIS or any of its affiliated companies to any Sanction, where "**Sanction**" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.

13.4. On termination for any reason all rights granted to Client under this Agreement will cease and Client will immediately return to GIS, GIS's proprietary and confidential information, including software, if any, and all copies and documentation of the foregoing, along with a signed written statement certifying Client's compliance with this clause 13.4.

13.5. Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement will remain in full force and effect.

13.6. Any termination of this Agreement is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and will not affect any accrued rights or liabilities of either party. Termination of this Agreement will not relieve Client of its obligation to pay GIS any outstanding Fees.

14. CONFIDENTIALITY

14.1. Except as expressly permitted under this Agreement, each party agrees to keep confidential (both before, during and after the Term) the terms of this Agreement and all information, whether written or oral, concerning the business or affairs of the other (including information relating to the other party's customers or suppliers, financial information, projections, technology, product ideas, marketing plans or business plans) that it has received or obtained from the other or may receive or obtain from the other and will not use the same without the prior written consent of the disclosing party for any purpose except as expressly permitted under this Agreement. This obligation will not apply to information which is in the public domain (other than as a result of a breach of any confidentiality obligation) or in the case of any disclosure required by law provided that Client will use all reasonable endeavors and act in good faith to consult with GIS wherever practicable before disclosing such information.

14.2. Each party agrees not to make any announcement regarding this Agreement or the activities associated with it without the prior written consent of the other party, save that GIS may include the Client name and logo on its websites and in any list of clients or marketing materials issued by GIS and describe the project and the Services provided by GIS to Client.

15. FORCE MAJEURE

With the exception of Client's obligation to pay the Fees, neither party will be liable for any failure to perform its obligations under this Agreement if such performance is hindered or prevented by any matter beyond the reasonable control of the party whose performance is hindered or prevented (including without limitation by reason of any failure, interruption, or degradation of any third party telecommunications network or system or hardware or the Internet or any part of it) (a "**Force Majeure Event**"). If a Force Majeure Event continues for more than one month then either party may immediately terminate this Agreement on written notice to the other (provided that the Force Majeure Event is still continuing on the date of that notice).

16. GENERAL

16.1. This Agreement does not confer any exclusive rights to Client.

16.2. No provision of this Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.

16.3. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

16.4. Any notice, consent or other communication required to be given hereunder will be made in writing to the Relationship Manager at the address set out on the Term Sheet (and when given by Client also copied to GIS's General Counsel at The Financial Times, Number One Southwark Bridge, London SE1 9HL) and will be delivered by hand, courier or recorded delivery to the other party and will be deemed to have been received (if delivered by hand) at the time of the delivery or (if sent by courier or recorded delivery) upon the date of receipt (as evidenced by signature of the receiving party's representative).

16.5. Nothing in this Agreement will be deemed to create a partnership, agency or joint venture between the parties.

16.6. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous communications, representations and arrangements, either written or oral, and each party hereby acknowledges that no reliance is placed on any representation made by the other party before the Agreement Date but not embodied in this Agreement.

16.7. If any provisions of this Agreement will be held illegal or unenforceable by a court of competent jurisdiction then such provisions will be severed and the remainder of this Agreement will remain in full force and effect unless the business purpose of this Agreement is substantially frustrated thereby in which case this Agreement will automatically terminate.

16.8. This Agreement may not be assigned, licensed, sub-licensed or otherwise transferred by Client without the prior written consent of GIS.

16.9. Anyone who is not a direct party to this Agreement will not have any rights to enforce its terms. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

17. DISPUTES AND GOVERNING LAW

All contractual and non-contractual claims arising from or in connection with this Agreement shall be governed by and construed in accordance with the laws of the state of New York (without regard to its conflict of laws provisions) and the parties submit to the exclusive jurisdiction of the federal and state courts located in New York City.

AGENDA ITEM #10.l.

ATTACHMENTS:

Description	Upload Date
htnb	8/19/2020

PLANNING AND ZONING DEPARTMENT
100 Forrest Street | P.O. Box 1920
Liberty Hill, TX 78642

TO: Mayor and City Council, City of Liberty Hill

FROM: David Stallworth, AICP

THRU: Lacie Hale, Chief Operating Officer
Tad Cleaves, City Attorney

DATE: August 24, 2020

RE: Discussion and consideration to authorize the Mayor, or his designee, to execute a professional services agreement with HNTB Corporation to provide design oversight, environmental clearance, TX-DOT coordination, construction oversight and other professional services for the implementation of a traffic signal and intersection improvements along SH-29 at the proposed Butler Farms Development entrance for an amount not to exceed $111,628.00.

The City of Liberty Hill is authorized under Chapter 372, Texas Government Code, to create a public improvement district within either the City's corporate limits or its extraterritorial jurisdiction. The Butler Farms Public Improvement District was authorized and created by the City Council on December 10, 2018 to develop over 1,000 single-family residential units on over 367.00 acres located along the north side of State Road 29, west of County Road 200.

On May 11, 2020, the City Council authorized the Mayor to negotiate a professional services agreement with HNTB Corporation to obtain professional project services pursuant to the implementation of traffic signal and intersection improvements along State Road 29 at the future primary access to the Butler Farms Development. The original estimate was roughly $234,000.00; the agreement has been significantly lowered to $111,628.00 due to a substantial change in the scope of work proposed. Chapter 2254, Texas Government Code allows a local jurisdiction, without any requirement for competitive bidding, to procure professional engineering design and construction management services from a licensed professional person or entity that has demonstrated substantial competence and qualifications and offers a fair and reasonable price for such services. HNTB Corporation has shown that it is the most highly qualified provider of the services needed.

A copy of the final agreement, along with supporting adjusted fee schedules, are provided for your reference.

RESOLUTION NO. 20-R-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS AUTHORIZING THE CITY TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE DESIGN OVERSIGHT, CONSTRUCTION OVERSIGHT AND OTHER PROFESSIONAL SERVICES AS NECESSARY TO IMPLEMENT THE NEW ENTRANCE TO THE FUTURE BUTLER FARMS DEVELOPMENT ALONG STATE HIGHWAY 29; PROVIDING FOR RELATED MATTERS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to §2254.004 of the Texas Government Code, before procuring engineering services, a municipality must select the most highly qualified provider of those services based on demonstrated competence and qualifications; and

WHEREAS, professional engineering design and construction management services to provide design oversight, environmental clearance, TX-DOT coordination, construction oversight and other professional services for the implementation of a traffic signal and intersection improvements along SH-29 at the proposed Butler Farms Development entrance are required at this time in order for the project to stay on schedule; and

WHEREAS, HNTB Corporation has shown itself to be the most highly qualified provider of these services; and

WHEREAS, on May 11, 2020, the City Council authorized the Mayor, or his designee, to negotiate a professional services agreement with HNTB to provide these services.

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

SECTION 1. The recitals contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

SECTION 2. The City Council hereby authorizes the Mayor, or his designee, to execute a professional services agreement with HNTB Corporation, as attached herein as *Attachment A,* to provide design oversight, environmental clearance, TX-DOT coordination, construction oversight and other professional services for the implementation of a traffic signal and intersection improvements along SH-29 at the proposed Butler Farms Development entrance for an amount not to exceed $111,628.00.

SECTION 3. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable, and, if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, because the same

would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4. This Resolution shall take effect immediately after passage hereof.

PASSED AND APPROVED on this 24th day of August, 2020 by a vote of _____ (ayes) to _____ (nays), with _____ abstensions of the City Council of Liberty Hill, Texas.

_____
Rick D. Hall
Mayor

ATTEST:

_____
Nancy Sawyer
City Secretary

APPROVED AS TO FORM:

_____
Tad Cleaves
City Attorney

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LIBERTY HILL AND HNTB CORPORATION
FOR ENGINEERING SERVICES

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made by and between **HNTB Corporation** ("Consultant"), with offices at 701 Brazos Street, Suite 450, Austin, Texas 78701 and the **City of Liberty Hill, Texas** (the "City"), with offices located at 926 Loop 332, Liberty Hill, Texas 78642.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services**: Consultant and the City agree that Consultant will perform services ("Services") as requested by the City and outlined in the Scope of Services document attached hereto as **Exhibit "A".**

2. **Independent Contractor**: Consultant is an independent contractor and is not an employee of the City. Nothing in this Agreement is intended to, or should be construed to, create a partnership, joint venture or employer-employee relationship between the City and Consultant. Consultant shall be solely responsible for filing all tax returns and submitting all payments as required by federal, state or local authority arising from the payment of fees to Consultant by the City under this Agreement. Services performed by Consultant under this Agreement are solely for the benefit of the City. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

3. **Standard of Care**: Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar Services. Except as otherwise provided, Consultant shall have exclusive control over the manner and means of performing the Services, including the choice of place and time and will use its expertise and analytical skills in performing the Services. No other warranty or guarantee, expressed or implied, is made with respect to the Services furnished under this Agreement and all implied warranties are disclaimed.

4. **Fee for Services and Payment**: The fee to Consultant for Services performed in accordance with Exhibit "A" will be based on the actual hours of Services furnished multiplied by Consultant's billing rates as of the date of its monthly invoice plus allowed expenses incurred by Consultant and related to the Services. Consultant's Fee Schedule is attached hereto as **Exhibit "B"** and is incorporated into this Agreement for all purposes. In no event shall the total cost of the Services plus expenses exceed one hundred eleven thousand six hundred twenty-eight dollars ($111,628.00). Consultant shall invoice the City on a monthly basis, and the City shall pay the invoices in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

5. **Amendments**: This Agreement (together with any exhibits attached hereto) constitute the entire agreement between the parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended except by written amendment signed by both parties. The agreed level of effort, schedule and payment structure required to

complete the Services are reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded.

6. **Indemnity**: To the extent permitted by law, Consultant agrees to indemnify, and hold harmless City and its council members, officials, directors, officers, agents and employees from and against any liability (including without limitation, reasonable costs and attorneys' fees) incurred by City to the extent caused by Consultant's negligent acts, errors or omissions, including judgments in favor of any third party.

7. **Reperformance of Services**: If City believes any of the Services provided under this Agreement do not comply with the terms of this Agreement, City shall notify Consultant within ten (10) days of its discovery of such non-compliance, to permit Consultant an opportunity to investigate the allegation of noncompliance. If the Services do not meet the applicable standard of care, Consultant will promptly re-perform the Services at no additional cost to City, including assisting City in selecting remedial actions. If City fails to provide Consultant with the required notice of non-compliance and an opportunity to investigate and re-perform its Services, Consultant's total obligation to City will be limited to the costs Consultant would have incurred to re-perform the Services.

8. **Work Product**: City shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however, that City shall not rely on or use the Work Product for any purpose other than the purposes under this Agreement and the Work Product shall not be changed without the prior written approval of Consultant. If City releases the Work Product to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) City does so at its sole risk and discretion and, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Product

9. **Limitation of Liability**: No employee of Consultant shall have individual liability to City. To the extent permitted by law, the total liability of Consultant, its officers, managers, members, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. $150,000.00), whichever is greater.

10. **No Consequential Damages**: In no event and under no circumstances shall either party be liable to the other party for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

11. **Information Provided by Others**: City shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the Services hereunder. City confirms and agrees that Consultant may rely on the accuracy of information provided by City and its representatives.

12. **Opinions of Cost**: Consultant does not control the cost of labor, materials, equipment or Services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Estimates provided by Consultant for operation expenses or construction costs represent its best judgment as an experienced and qualified professional, but City acknowledges and agrees that such estimates are not a guarantee of cost. This section does not apply to the cost of Consultant performing the Services.

13. **Dodd-Frank Wall Street Reform and Consumer Protection Act**: City confirms and agrees that for all purposes under this Agreement and in Consultant's performance of all Services described hereunder, Consultant is and shall be viewed by City as providing regulatory and management consulting advice. It is City's understanding, intention and agreement that under no circumstances shall Consultant be deemed a "municipal advisor" subject to regulation under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

14. **Safety and Security**: Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such Services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. **Termination**: The City may terminate this Agreement upon thirty (30) days' prior written notice to Consultant. City shall pay Consultant for all Services rendered through the date of termination plus, if such termination is not due to default by Consultant, City shall pay reasonable expenses for winding down the Services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days' written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued during such seven-day period, terminate this Agreement or suspend performance under this Agreement.

16. **Dispute Resolution**: Consultant and City shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator.

17. **Miscellaneous**:

    a. This Agreement is binding upon and will inure to the benefit of City and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

    Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by E-mail, first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

City:	City of Liberty Hill
Attention:	Lacie Hale, Chief Operating Officer
Address:	P.O. Box 1920
	Liberty Hill, Texas 78642
E-mail Address:	lhale@libertyhilltx.gov

With a Copy To:

City:	City of Liberty Hill
Attention:	Tad Cleaves, City Attorney
Address:	P.O. Box 1920
	Liberty Hill, Texas 78642
E-mail Address:	tcleaves@libertyhilltx.gov

Consultant:	HNTB Corporation
Attention	Michelle R. Dippel, Vice President
Address:	701 Brazos Street, Suite 450
	Austin, Texas 78701
E-mail Address:	

b. City expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for Services would otherwise be greater and/or Consultant would not have entered into the Agreement.

c. **House Bill 89 (HB 89) - Anti-Boycott, Divestments, and Sanctions (BDS).** To the extent required by law, under the terms of this Agreement and while conducting business with the City, Consultant agrees it will not boycott Israel and will fully comply with State of Texas HB 89 – Anti-BDS, stipulating that no public funds will be invested in any entity participating in the boycott, divestment and / or sanctions against Israel.

d. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

e. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and venue for any action shall be in Williamson County, Texas.

f. In any action to enforce or interpret this Agreement, each party shall be responsible for its reasonable attorneys' fees and costs from the other party.

g. This Agreement shall not be construed against Consultant on the basis that Consultant drafted the Agreement.

h. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action and shall not in any case be initiated later than six (6) years after Consultant completes the Services under this Agreement.

i. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present council members, officials, officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters 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.

j. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective on the date of final execution.

City of Liberty Hill, Texas

_____
Rick Hall, Mayor

Date:_____

ATTEST:

Approved as to Form:

_____
Nancy Sawyer, City Secretary

_____
Tad Cleaves, City Attorney

HNTB Corporation

DocuSigned by:
Michelle Dippel
_____
Michelle R. Dippel, Vice President

Date: 8/10/2020

EXHIBIT "A"

SCOPE OF SERVICES

HNTB Corporation (Consultant) shall provide design oversight, environmental clearance, TxDOT coordination, construction oversight, and other professional services for the implementation of a traffic signal and intersection improvements along SH 29 at the proposed Butler Farms Development Entrance. Improvements include design of turn lanes, intersection into new subdivision, and traffic signal design and warrants for approximately 1,000 feet along SH 29.

A. Basic Services

Task 1 – Project Management

1.1 Monthly Progress Reports and Invoices

Consultant shall prepare Monthly Progress Reports and invoices throughout the duration of the project. These reports will include:

- Tasks completed during the reporting period
- Tasks planned for the upcoming periods
- Problems encountered and the actions to remedy them
- Overall Project status and development progress, including a tabulation of Tasks, percentage complete and supporting documentation.

Deliverables:

- Monthly Progress Report (up to 12)
- Monthly Invoices (Up to 12)

1.2 Coordination/Administration

For the work to be performed, Consultant will oversee preparation of documents and manage project activities:

- Project Kickoff Meeting: Upon contract execution and Notice to Proceed, Consultant shall hold a kickoff meeting with the City of Liberty Hill (City), associated private developer, and TxDOT to agree upon project procedures, design standards, requirements, and other design items to set forth detailed expectations for the project. Consultant to bring up to 3 staff.
- Progress Meetings: Consultant will hold regular progress meetings (up to 8) with the City to track progress and discuss project issues and decisions. Consultant to bring up to 3 staff.
- File Management: Consultant shall maintain appropriate project records for the design to be delivered to the City upon project completion.

Deliverables:

- Kickoff meeting agenda and meeting minutes (draft and final)
- Progress meeting agenda and minutes (draft and final for up to 8 coordination meetings)
- Project files (one electronic copy of project files upon project completion)

1.3 Agency Coordination

- Coordinate with Williamson County to obtain plans for future Liberty Hill Bypass for purposes of confirming the proposed Butler Farms Rd and future Liberty Hill Bypass align across from each other in a single intersection.
- Prepare and submit a CSJ request to the TxDOT Area Office on behalf of the City of Liberty Hill.
- Meet with TxDOT representatives (up to 4 times) to review the proposed improvements within TxDOT right-of-way and the proposed design criteria. Prepare a TxDOT Design Summary Report (DSR) to document agreed upon criteria.
- Prepare documentation for developing a Local On-System Agreement (LOSA) between the City and TxDOT, including project schedule, project location map, and cost estimate. Coordinate with City of Liberty Hill regarding resolution approving execution of LOSA, for attachment to the document.
- Coordinate with TxDOT Area Office and District Office staff regarding LOSA. Monitor status of LOSA and provide ongoing coordination to facilitate and expedite TxDOT production of LOSA. Review draft LOSA provided by TxDOT, provide comments as needed, and recommend to City for placement on City Council agenda.
- Submit 90% plans, construction contract documents, and TxDOT stage gate checklist to TxDOT for Area Office and District review. Coordinate and attend one TxDOT District Plan Review meeting. Coordinate with ATG to document and address TxDOT comments, provided as one complete set.
- Submit final (100%) plans, construction contract documents, TxDOT stage gate checklist, and LGPP local let checklist to TxDOT for approval.
- Submit the City's contract letting and award procedures to TxDOT for review and approval prior to City's advertisement for construction bids.

Deliverables:

- Draft and final CSJ request
- Draft and final meeting minutes and agenda for DSR meeting
- Draft and final DSR
- Draft and Final LOSA content
- Review of TxDOT-provided LOSA
- One (1) TxDOT comment response form and tracking per intermediate design development milestone (90% and 100%)
- Draft and Final Stage gate checklist
- Draft and Final LGPP local let checklist

1.4 Project Schedule

Consultant shall develop and maintain a project schedule for the duration of the project to focus on key milestones and critical path. It shall depict the order and interdependence of various tasks, subtasks, milestones and deliverables. Progress shall be reviewed during coordination meetings and should reviews indicate a substantial change in progress, the schedule shall be updated as necessary.

Deliverables:

- Project schedule (1 initial draft and final, up to 4 updates in PDF format)

Task 2 – Design Review

2.1 Design Review

Consultant shall conduct review of the design plans for the proposed improvements along SH 29 prepared by Alliance Transportation Group (ATG) in preparation for submittal to TxDOT for final review. Consultant will complete a preliminary review of the 90% complete plans, provide comments and backcheck 100% plans prior to submittal to TxDOT for review and approval.

Deliverables:

- 90% Review comment matrix and redlines
- 100% Review comment matrix and redlines
- TxDOT forms

Task 3 – Miscellaneous PS&E

3.1 Project Construction Manual for local let project

- Prepare bid form based upon ATG design
- Assemble Technical specifications provided by ATG
- Assemble Special Provisions provided by ATG
- Prepare TxDOT Plan submittal checklist
- Prepare TxDOT forms 1002 and 2243

3.2 Bid Phase Services

- Attend Prebid Meeting
- Provide Bid clarifications including coordination with ATG
- Attend Bid opening
- Provide Bid evaluation and award recommendation

Deliverables:

- TxDOT Plan submittal checklist
- TxDOT forms 1002 and 2443
- Draft and Final Construction Manual
- Bid Clarifications (up to 5)

- Bid evaluation and recommendation of award

Task 4 – Construction Phase Services

4.1 Pre-Construction Conference

Attend pre-construction conference.

4.2 Construction Submittals

Receive and process/approve construction submittals (up to 12).

4.3 Daily Inspection (up to 30 Days)

Perform daily construction observation and documentation and provide one (1) on-site inspector to oversee construction of the project (anticipated one-month construction duration). Prepare and issue traffic control notifications to TxDOT and other affected entities, as needed. Perform and document traffic control and SW3P inspections. Receive and review QC test results for compliance with the specifications. Maintain construction records, including project diary, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records will comply with TxDOT Local Government Project Procedures requirements.

4.4 Materials Testing

Perform via subconsultant PaveTex required materials testing to maintain compliance with TxDOT requirements identified in the LOSA

4.5 Final Project Walk Through

Participate in final project walk through with City and TxDOT staff. Prepare one (1) punchlist on behalf of the City. Compile punchlist on behalf of City and TxDOT. Upon completion of the Project, issue and sign a "Notification of Completion" to TxDOT on behalf of City acknowledging the Project's construction completion, including certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

4.6 Electronic Project Record

Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to City and TxDOT in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

Deliverables:

- Draft and final agenda and minutes for pre-construction conference
- Construction records for daily construction observation
- One (1) Project Punchlist
- Notification of Completion

- Electronic record of all construction documents

Task 5 – Environmental

5.1 Checklist Categorical Exclusion (CE) Clearance Document

- Consultant shall perform a checklist CE Document for the improvements and coordinate with TxDOT Austin District for approval.

Deliverables:

- Draft and Final Checklist CE documentation for Environmental Clearance (Hard copy & PDF)

B. Additional Services (would require additional fee and defined scope)

1. Design related services including, but not limited to roadway design, signal design, ROW services, SUE, Survey, and Geotechnical Services.
2. Changes in scope, design, function or schedule beyond Consultant's control
   - Differing site conditions
   - City's acceptance of substitute materials
   - Extended construction period
3. Rebidding / renegotiating
4. Surveying for Contractor's work
5. Other Services not otherwise defined under Basic Services
   - Evaluating unreasonable or excessive Contractor claims
   - Schedule shifts not caused by Consultant
6. Environmental Permitting
7. ROW dedication and coordination
8. Construction oversight of final signal installation, if warrants are not met in 2020

C. Information to be provided by the City (City of Liberty Hill)

1. Design survey (Microstation and.dtm)
2. ROW information (Microstation)
3. Utility information
4. Existing design file information in electronic (CADD or Microstation) format
5. Applicable City standards
6. Traffic Impact Analysis

SCHEDULE OF SERVICES

All work associated with this contract shall be completed by May 31, 2021 unless otherwise agreed upon and supplemented hereto.

- NTP: July 1, 2020
- Kickoff Meeting: July 2020
- TxDOT LOSA Documentation and CSJ Request Submitted: July 2020
- Anticipated LOSA Execution: September 2020
- 90% Plan Review: September 2020
- 100% Plan Review: October 2020
- Submit 100% Plans for TxDOT Review: October 2020
- Submit CE Checklist for TxDOT Review: October 2020
- Receive TxDOT Approval of Plans and Specs: November 2020
- Advertise for Construction Bids: December 2020
- Open Construction Bids: January 2021
- Construction NTP: February 2021
- Construction Completion: April 2021

EXHIBIT B - FEE SCHEDULE

HNTB Project No. 77525

	Project Advisor	Sr. Project Manager	Sr. Engineer	Environmental Specialist	Project Engineer	Construction Manager	Business Manager	Sr. Project Controls	Sr. Construction Representative	Environmental Planner	Project Analyst	Project Controls	Total Hours	Fee
	$ 293	$ 248	$ 204	$ 193	$ 176	$ 154	$ 154	$ 149	$ 138	$ 116	$ 99	$ 83		
Task 1 - Project Management														
1.1 Monthly Progress Report and Invoices	1	14					8				36		59	$ 8,561
1.2 Coordination/Administration	1	32		4		4						30	71	$ 12,107
1.3 Agency Coordination	1	50											51	$ 12,693
1.4 Project Schedule		7						16					23	$ 4,120
Task 2 - Design Review														
2.1 Design Review		16	20		20								56	$ 11,568
Task 3 - Miscellaneous PS&E														
3.1 Project Construction Manual		8	16		24								48	$ 9,472
3.2 Bid Phase Services		18	12		16								46	$ 9,728
Task 4 - Construction Phase services														
4.1 Pre-construction Conference						4			4				8	$ 1,168
4.2 Construction Submittals		24											24	$ 5,952
4.3 Daily inspection (30 days)		8				8			60			16	92	$ 12,824
4.4 Materials Testing		4										8	12	$ 1,656
4.5 Final project walk through						4			4			2	10	$ 1,334
4.6 Electronic Project Record						1			8			12	21	$ 2,254
Task 5 - Environmental														
5.1 Checklist CE		8		20						40			68	$ 10,484
Labor Subtotal	3	189	48	24	60	21	8	16	76	40	36	68	589	$ 103,921

Direct Expenses	Quantity	Rate	Total
Mileage	800	$ 0.575	$ 460
11x17 BW	1,600	$ 0.10	$ 160
8.5x11 BW	1,000	$ 0.07	$ 70
11x17 Co	50	$ 0.60	$ 30
8.5x11 Co	50	$ 0.30	$ 15
Expense Subtotal			$ 735
Subconsultant (PaveTex)			$ 6,972
Total Fee			**$ 111,628**

EXHIBIT B - FEE SCHEDULE

HNTB Labor Classifications and Billing Rates

Classification	Billing Rate	Premium OT Billing Rate
Sr. Project Advisor	$325	
Project Advisor	$293	
Sr. Project Manager	$248	
Project Manager	$220	
Sr. Engineer	$204	
Environmental Specialist	$193	
Sr. ROW Agent	$193	
Deputy Project Manager	$193	
Project Engineer	$176	
Sr. Environmental Planner	$160	
Construction Manager	$154	
Business Manager	$154	
ROW Agent	$149	
Sr. CADD Technician	$149	
Sr. Project Controls	$149	
Design Engineer	$138	
Sr. Construction Representative	$138	$207
Environmental Planner	$116	
Sr. Project Analyst	$116	
Construction Representative	$116	$174
Sr. Public Involvement Representative	$110	
EIT	$110	
Project Analyst	$99	
Scheduler	$99	
GIS Analyst	$94	
Project Controls	$83	
Administrative Assistant	$77	
CADD Technician	$77	
Intern	$66	$99

Note: Billing rates shall escalate annually by 4% on July 1 of each year

AGENDA ITEM #10.n.

ATTACHMENTS:

Description	Upload Date
UDC	8/21/2020

1.00 General Provisions*

1.01 ~~Purposes and Intent~~Title

~~The purpose of the Unified Development Code (UDC or Code) is to promote the public health, safety, general welfare and quality of life of the present and future citizens of the City of Liberty Hill.~~

~~1.02~~This Ordinance is hereby officially known and cited as the Unified Development Code of the City of Liberty Hill, Texas. References to "this Code," or "this UDC" shall be interpreted as references to this Unified Development Code. In the interpretation of provisions in this Code, certain terms and words are defined in Chapter 16 or, if not, resort to their customary usage and meaning. For the purposes of using this Code, words used or defined in one tense or form shall include other tenses and derivative forms, words in the singular number shall include the plural number and words in the plural number shall include the singular number. The word "shall" is mandatory. The word "may" is permissive. The word "City" means the City of Liberty Hill, Texas. In the case of any difference of meaning or implication between the text of this Code and any caption, number, illustration or table, the text shall control, unless otherwise specifically noted herein.

1.01.010 Purpose and Intent

This Unified Development Code is adopted for the purpose of promoting the public health, safety and general welfare of the present and future citizens of the City of Liberty Hill and promoting the safe orderly and healthful development of the City. The City of Liberty Hill's Comprehensive Plan (the "Plan") is the fundamental guide to all decisions made under this Code. In order to implement the broad goals of the Plan, this Code regulates land development in order to achieve objectives of the plan that include, but are not limited to, the following:

A. Lessen congestion in the streets;
B. Secure safety from fire, panic and other dangers;
C. Promote health and general welfare;
D. Provide adequate light, air and privacy;
E. Prevent the overcrowding of land;
F. Avoid concentration of population;
G. Promote the beneficial and appropriate development of all land and the most desirable use of land in accordance with a well-considered plan;
H. Protect the character and the established pattern of desirable development in each area;
I. Prevent or minimize land use incompatibilities and conflicts among different land uses;
J. Facilitate adequate provision of transportation, water, sewerage, parks and other public requirements;
K. Facilitate erosion protection and water pollution management by reducing stormwater runoff;
L. Maintain property values by stabilizing expectations and ensuring predictability in development; and
M. Establish a process that effectively and fairly applies the regulations and standards of this Code and respects the rights of property owners and the interests of citizens.

1.01.020 Consistency with Comprehensive Plan

The City of Liberty Hill's Comprehensive Plan, as adopted and as amended and periodically updated, is the policy guide for the development of the Unified Development Code. The following General Land Use Policies from the Comprehensive Plan have been used in the development of this Code in

order to ensure that land development within the City of Liberty Hill jurisdictional area is in accordance with the City of Liberty Hill Comprehensive Plan:

1.~~02.~~01.030 Manage Growth that is compatible with the Vision of Liberty Hill

A. ~~A.~~ New developments must be compatible with existing development and community character.

B. ~~B.~~ New development must maintain small town character, look and feel of community.

C. New development must occur in a fiscally responsible manner for the City.

D. ~~C.~~ Priority Growth Areas should be recognized and planned for by developing an infrastructure plan to encourage development in specific areas of the community.

~~A. D. New development must occur in a fiscally responsible manner for the City.~~

E. ~~E.~~ The City should encourage desirable development and construct infrastructure in the following Priority Growth Areas:

a. ~~F.~~ Downtown

~~G. Highway 29~~

~~H. Highway 183~~

b. East End – The area between Seward Junction and CR 213

c. West End – The area west of Seward Junction

d. Ronald Reagan

1.~~02.02~~01.040 Protect the environment

A. ~~A.~~ Preserve and protect waterways and floodplains.

B. ~~B.~~ Preserve and protect surface and groundwater resources and hydrologically-active areas.

C. ~~C.~~ Cooperate with area governmental entities to ensure water quantity.

D. ~~D.~~ Preserve and protect air quality.

E. ~~E.~~ Promote and incentivize water conservation practices.

F. ~~F.~~ Promote awareness and implementation of Best Management Practices (BMPs) for purposes of water quality and land conservation.

1.~~02.03~~ 01.050 Design of Buildings should be compatible with existing buildings and Vision for Liberty Hill

~~A.~~ Architectural control is important, within reason, and should encourage growth by giving protection to investors who are considering investing in commercial development in Liberty Hill.

~~B. Regulations on commercial development should be intelligently crafted, so as to encourage economic development by providing predictability, continuity, and protection for investments that would be enhanced by orderly and attractive growth.~~

~~**1.02.04 Signage should not deter from the beauty of the City**~~

~~A. Do not allow new off-premises signs.~~

~~B. On-premises signs should have size and height restrictions, and signs in the "downtown" should be regulated differently from the signs on Hwy 29 and Hwy 183 in order to preserve the "small town"/"quaint village" concept of the "old town" area.~~

~~**1.02.05 Promote Clean Industrial Development in Appropriate Locations**~~

~~**1.02.06 Promote and Appropriate Levels and Location of Multifamily Housing Development**~~

~~**1.02.07 Effectively Manage Manufactured Housing Development**~~

~~**1.02.08 Preserve and protect Liberty Hill's rich heritage.**~~

~~A. Preserve and enhance historic areas throughout the City[.]~~

~~B. Preserve the community character (e.g., residential street setbacks and layouts)[.]~~

~~C. Preserve significant archaeological sites throughout Liberty Hill.~~

~~D. Downtown development should be clean, under any scenario.~~

~~E. Develop incentives for improving and maintaining historic structures.~~

~~F. Designate a Downtown~~

1.01.060 How to Use This Code

A. *If you need to subdivide or plat your land:*

Whether you live inside or outside the city limits, you may not develop or disturb your land (*see* Section 8.00, *et seq.* for definition of "land disturbance") until you have properly subdivided or platted your parcel. The procedures that you will need to follow are described in Section 5.00, *et seq.*

B. *If you want to build or establish a particular use on your property:*

1. Step One: You should first determine what kind of use you desire to establish. You can usually determine the use by referencing the use categories and specific uses found in Section 4.00, *et seq.* Refer to the definitions of the specific uses in Section 4.00, *et seq.* to help you determine the use that best describes what you want to establish.
2. Step Two: You should next determine the zoning district (and any overlay districts) that applies to your property. The official zoning map, available at the Planning and Development Office, depicts the zoning designation for every parcel of land in the City limits of Liberty Hill. If your property is not in the City limits, no zoning designations or requirements apply, but some development standards and requirements do apply.
3. Step Three: For properties in the City limits, locate the use tables in Section 4.00, *et seq.* Find the row that lists the specific use you are interested in. Match this row to your zoning district designation (across the top of the table) to determine whether the use you want to establish is permitted in the district.
4. Step Four: If your use is permitted, you must get the appropriate applications approved and comply with the applicable development standards of this Code before building the structure or establishing the use.

These requirements are intended to help you and the City ensure that your project is legally established and that it matches the development vision that the City of Liberty Hill, as a community, desires.

C. *If you own or lease property and want to know what rules apply:*

Follow steps two through four above, to identify your zoning district and the permitted uses. You can find the specific details for the uses in your zoning district in Section 4.00, *et seq.* and the definitions found in Section 8.00, *et seq.* You can also find the various development standards that apply to your property in Sections 4.00 through 8.00.

D. *If you want to change your Zoning District:*

~~G. Develop Compatibility Standards.~~

~~H. Develop a Downtown District Sign Ordinance.~~

Only the City Council may rezone property, following public notice and hearings at meetings of the Planning and Zoning Commission and the City Council. See Section 4.00 Section 4.00, *et seq.* for public notice requirements rezoning requirements.

1.03 Authority

~~Chapter 2 sets forth the specific responsibilities and authority for each administrative official and review entity as it relates to the implementation of this Code. Chapters 211 and 212 of the Texas Local Government Code together with the general police powers of municipalities empower the City to adopt this Unified Development Code.~~

This Unified Development Code is adopted under authority of the constitution and laws of the State of Texas, including particularly Texas Local Government Code chapters 211, 212, 216 and 242.

1.04 Jurisdiction

1.04.01 Within City Limits and Extraterritorial Jurisdiction (ETJ)

~~Williamson County shall be the primary platting authority in the City's ETJ, until such time as the City of Liberty Hill and Williamson County enter into an interlocal agreement which stipulates the division of review authority.~~The City and Williamson County shall exercise joint jurisdiction to regulate subdivision plats and approve all related permits within the City's ETJ. As authorized by Texas Local Government Code chapters 212 and 216, the City shall apply the applicable subdivision and sign provisions of this Code to the City's extraterritorial jurisdiction. Further information about how procedures and regulations of this Code apply to the extraterritorial jurisdiction is found in Chapter 3.

1.04.02 Within City Limits

~~The City of Liberty Hill has the statutory authority to exercise a broad range of powers within its city limits. Pursuant to such authority, all chapters and sections of the UDC shall apply to all areas within the city limits of Liberty Hill. All structures, land uses constructed or commenced after the effective date of the UDC and all enlargements of, additions to, changes in and relocations of existing structures and uses occurring after the effective date of the UDC are therefore subject thereto.~~All provisions of this Unified Development Code shall apply to all land within the City limits.

1.05 Applicability

1.05.01 Future Development

This Code shall apply to all matters pertaining to the use and development of land within the jurisdiction described in Section 1.04 above. The Code applies to all public and private buildings and ~~private~~ land~~(s),~~, and ~~use(s)~~uses thereon, over which the City has jurisdiction under the constitution~~(s)~~ and ~~law(s)~~laws of the State of Texas and of the United States.

1.05.02 Existing Development

Hereafter, no building or structure shall be erected, demolished, remodeled, reconstructed, altered, enlarged, or relocated in the City of Liberty Hill except in compliance with the provisions of this Code; and then only after securing all required permits and licenses. ~~Any building, structure, or use lawfully existing at the time of passage of this Code, although not in compliance therewith, may be maintained as provided in Chapter 4, Zoning, Section 4.14, Nonconforming Uses~~Any legal nonconformity under the previous zoning regulations shall also be a legal nonconformity under this Unified Development

Code, as long as the situation that resulted in the nonconforming status under the previous zoning regulations continues to exist. If a nonconformity under the previous ordinances and regulations becomes conforming because of the adoption of this Code, then the situation shall no longer be treated as a nonconformity.

1.06 Minimum Requirements

The provisions of this Code shall be interpreted and applied as the minimum requirements for the promotion of public health, safety, and general welfare.

Whenever the requirements of this Code are in conflict with the requirements of any other lawfully adopted rules, regulations, or ordinances, the requirement that is most restrictive or that imposes higher standards as determined by the City Council will apply.

The issuance of any permit, certificate or approval in accordance with the standards and requirements of this Code shall not relieve the recipient of such permit, certificate or approval from the responsibility of complying with all other applicable requirements the City or of any other municipality, special district, state or federal agency having jurisdiction over the structures or land uses for which the permit, certificate or approval was issued.

1.07 Effective Date

This Code shall become effective and be in full force and effect immediately following its passage and approval by the City Council, as duly attested by the Mayor and City Secretary.

1.08 Severability

If any section or part of this Code is held by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Code but shall be confined in its operation to the specific sections of this Code that are held unconstitutional or invalid. The invalidity of any section of this Code in any one or more instances shall not affect or prejudice in any way the validity of this Code in any other instance.

1.09 Projects in Transition

The purpose of this section is to provide guidance to those development projects that have received some form of municipal approval prior to the date of enactment of this Code. More detailed information regarding Vested Rights and Nonconforming uses can be found in Chapter 4.

1.09.01 Projects in Construction

A. Building Permits - Nothing in this Code shall require any change in plans, construction, size or designated use of any building, structure or part thereof that has been granted a building permit prior to the effective date of this Code, or any amendment to this Code, provided construction shall begin consistent with the terms and conditions of the building permit and proceed to completion in a timely manner.

B. Approved Site Plans - Nothing in this Code shall require a change in site plan approved prior to the effective date of this Code, provided a building permit is issued prior to expiration of the site plan, and construction begins consistent with the terms and conditions of the building permit and proceeds to completion in a timely manner.

C. Violations Continue - Any violation of the previous zoning and sign ordinances or subdivision and site development regulations of the City shall continue to be a violation under this Code and shall be subject to penalties and enforcement under Chapter ~~6 [~~7]~~,~~ Enforcement, unless the use, development, construction or other activity is consistent with the express terms of this Code, in which

case enforcement action shall cease, except to the extent of collecting penalties for violations that occurred prior to the effective date of this Code.

1.09.02 Expiration of Plats

Any minor plat, replat, amending plat, preliminary plat, or final plat approved pursuant to Subdivision Regulations in effect prior to the date of enactment of this Code that is dormant according to the provisions of Texas ~~LGC~~Local Government Code §245.005 will expire within three years of the first adoption of this Code.

1.10 Annual Updates or Amendments

The purpose of this section is to provide guidance for annual updates to the Code in order to modify procedures and standards for workability and administrative efficiency, eliminate unnecessary development costs, and to update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design.

In the sixty (60) day period prior to September 1st of each year, any person may provide a request for amendment to the Code to the City Secretary. The request for amendment shall be labeled an "Annual Update Request" and shall include a summary of the proposed changes, the reason for the proposed changes, and suggested text amendments. Annual Update Requests shall serve a legitimate purpose.

The City Secretary shall receive the proposed amendments within the sixty (60) days preceding September 1st and shall refer the proposed amendments to the Planning and Zoning Commission by October 1st of each year.

The Planning and Zoning Commission may conduct workshops to informally discuss the Annual Update Requests with interested neighborhoods, developers, homebuilders, design professionals, and other stakeholders in the development process.

The Planning and Zoning Commission shall refer the Annual Update Requests to the City Council with recommendations for amendments to the Code by December 1st of each year.

1.11 ~~Violations~~Compliance Required

~~See Chapter 7, Enforcement.~~No land shall be used and no structure shall be constructed, occupied, enlarged, altered or moved until the following requirements are met:

A. All applicable development review and approval processes have been followed.
B. All applicable approvals have been obtained.
C. All required permits or authorizations to proceed have been issued.

1.12 Validity

The issuance or granting of a permit or approval of plans or plats, site or facility designs, or specifications shall not be construed to be a permit for, or an approval of, any violation of any provision of this Code or any other City ordinance. No permit purporting to give authority to violate or cancel the provisions of this Code shall be valid, except insofar as the work or use that it authorizes is lawful and conforms to the requirements of this Code or a variance or modification granted pursuant to this Code.

AGENDA ITEM #10.p.

ATTACHMENTS:

Description	Upload Date
AdComp	8/19/2020

AdComp Systems Inc. Master Agreement

THIS AGREEMENT is made on the 29th of July 2020 by and between the **City of Liberty Hill, Texas** (hereinafter **CLIENT**) located at _____. and AdComp Systems Inc. (hereinafter **ADCOMP**) located at: 1720 S. Edmonds Lane Suite 201 Lewisville, Texas 75067. ADCOMP and CLIENT may be referred to individually as PARTY or collectively as PARTIES.

ADCOMP and THE CLIENT agree to the following terms and conditions: ADCOMP will provide to the CLIENT with PRODUCTS and SERVICES, that are selected in Annexure A attached herewith, that will be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

TERM OF AGREEMENT: The CLIENT shall commit to using all PRODUCTS and SERVICES for a minimum term of one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE. The Agreement shall remain in effect unless either PARTY provides a written notice of termination, given 30-days in advance preceding the expiration of the current term.

EARLY TERMINATION: CLIENT may not terminate this agreement without cause. To terminate the agreement, CLIENT must provide ADCOMP notice with valid reasons for requesting early termination. CLIENT must provide time for ADCOMP time to cure any such conditions to avoid early termination. CLIENT agrees to pay an early termination fee covering the costs of set-up, configuration and data import to ADCOMP to terminate the agreement early without cause.

PROMOTION: THE CLIENT allows ADCOMP to promote their PRODUCTS in various service locations; such as: kiosks, websites and similar venues/sites.

COMPENSATION FOR ADCOMP: Compensation for ADCOMP for the PRODUCTS that the CLIENT selects to purchase, or use are listed in Annexure "A".

ADCOMP'S RESPONSIBILITIES: ADCOMP shall provide the CLIENT online access to reports of activities and transactions by the CONSUMER. ADCOMP will pay through ACH, any transaction payments due to the CLIENT the next business day. The payment will be remitted to the CLIENT'S bank, whose ACH information is provided by the CLIENT in Annexure "B".

TRAINING: First-rate service is the core focus of ADCOMP and the premise of the corporation's success. The CLIENT'S employees will receive unlimited, one-on-one training, timely service for any questions concerning transactions and other activities.

THE CLIENT'S RESPONSIBILITIES: THE CLIENT will complete Annexure "B" to provide ADCOMP with their banking information to receive ACH funds directly into their bank account.

CONFIDENTIALITY And NON-DISCLOSURE: Both parties agree that any confidential information will not be disclosed to anyone without prior consent of the other party. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties.
ARBITRATION: Any dispute, controversy or claim arising out of or relating in any way to the agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration.

AMENDMENTS TO AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

GOVERNING LAW: This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts of Texas.

City of Liberty Hill, Texas	AdComp Systems Inc.
Date:	**Date: July 29, 2020**
Signature:	**Signature:**
Name:	**Name:** Mansur Plumber
Title:	**Title:** CEO
Email:	**Email:** mansur@adcompsystems.com

Annexure A

All platforms include unlimited users, real time reporting, training, 24-7 support, and software updates

Utility Payments & Services

CONVENIENCE FEE IS CHARGED TO CONSUMER
ADCOMP ABSORBS CC PROCESSING FEES

Item	Convenience Fee	Remarks
Web/IVR/UtilityExpress CC* Payments	Tiered Fees See table on right	Charged to CONSUMER
EMV Credit Card Terminals with POS Software & CC payments	Tiered Fees See table on right	3 terminals provided at no cost. Additional terminals $150 each.
KIOSK CC payments	Tiered Fees See table on right	Charged to CONSUMER

**CC=Credit Card Payments*

Tiered Convenience Fees	
$0.01 to $150.00:	$3.95
$150.01 to $300.00:	$4.95
$300.01 to $600.00:	$6.95
$600.01 to $999.99:	$9.95
$1,000.00 & higher:	3%

Court Payments & Services

CONVENIENCE FEE IS CHARGED TO CONSUMER
ADCOMP ABSORBS CC PROCESSING FEES

Item	Convenience Fee	Remarks
Citation Smart	5%	Charged to CONSUMER
WarrantsOntheGo	5%	Per Active Warrant
TicketsOnTheGo	$4.00	Per Ticket/Warning issued

Annexure B

CLIENT BANK INFORMATION

PLEASE ENTER THE DETAILS OF THE BANK ACCOUNT TO WHICH PAYMENTS RECEIVED & TO BE FORWARDED BELOW **

BANK NAME	
BANK ADDRESS	
ACCOUNT NAME	
ACCOUNT TYPE	
ACCOUNT NUMBER	
ABA/ROUTING NUMBER	
Please attach a copy of a VOIDED check* for the above account or provide the above information.	

CLIENT SHIPPING ADDRESS

(FOR KIOSK OR ANY OTHER HARDWARE IF REQUIRED)

NAME/ATTENTION			
BUSINESS NAME			
STREET ADDRESS			
SUITE No./ PO BOX *(OPTIONIAL)*		**CITY**	
STATE		**ZIP CODE**	

Please email completed and signed agreement to merchantservices@adcompsystems.com **

AGENDA ITEM #10.q.

ATTACHMENTS:

Description	Upload Date
Morningstar	8/5/2020

CITY OF LIBERTY HILL

RESOLUTION NO. 20-R-___

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, ACCEPTING A TWENTY THOUSAND DOLLAR DONATION FROM MREC MAG MORNINGSTAR, LLC

WHEREAS, MREC Mag Morningstar, LLC ("Morningstar") paid twenty thousand dollars to the City of Liberty Hill ("City") to sponsor the City's Whimsy & Wonder Art Festival; and

WHEREAS, the Whimsy & Wonder Art Festival was cancelled in response to the COVID-19 pandemic; and

WHEREAS, Morningstar has agreed to convert these funds from a sponsorship to a donation to the City's general fund in support of City functions.

NOW, THEREFORE, BE IT RESOLVED by the City of Liberty Hill City Council:

1. The City Council of the City of Liberty Hill accepts a donation from MREC Mag Morningstar, LLC in the amount of twenty thousand and 00/100 dollars ($20,000.00) into the City's General Fund.

2. The City Secretary is authorized to take any necessary action to comply with applicable publication and notification requirements.

PASSED & APPROVED this, the 10th day of August 2020, by a vote of ___ (*ayes*) to ___ (*nays*) to ___ (*abstentions*) of the City Council of Liberty Hill, Texas.

DRAFT - THC 8/2/2020

_____
Rick Hall, Mayor

ATTEST:

Approved as to Form:

_____
Nancy Sawyer, City Secretary

_____
Tad Cleaves, City Attorney

AGENDA ITEM #10.r.

ATTACHMENTS:

Description	Upload Date
TML Health Benefits Pool Board	8/19/2020

TML HEALTH BENEFITS POOL OFFICIAL BALLOT

Board of Trustees – TML Region 10

Term of Office
October 1, 2020 – September 30, 2023

Please vote for one candidate.

[ ] **Ashley Wayman, City Secretary, City of Rollingwood**
Ashley Wayman currently serves as City Secretary for the City of Rollingwood since 2019. Wayman is interested in providing greater representation for small cities, which she feels are often underrepresented in professional organizations, surrounding this industry. Wayman is actively involved in the Texas City Management Association and the Central Texas Chapter of Women Leading Government, which she believes would bring a unique perspective to the TML Health Board of Trustees. Additionally, Wayman hopes to bring a new voice to the table by representing millennials professionals, who are becoming an increasingly large portion of the workforce and need to be represented in the way that benefits are provided.

[ ] **Jeff Looney, City Manager, City of Granite Shoals**
Jeff Looney currently serves as City Manager for the City of Granite Shoals and has served in this role since his appointment by unanimous vote on August 21, 2018. Prior, he served nine years as the City Administrator for the City of Fairfield, Texas. Looney has a Masters Degree in Public Administration from the University of North Texas, and a Bachelors of Science in Education from Baylor University. In the last two years, Jeff Looney has overseen the completion of a major arterial street infrastructure improvement program, launched an annual signature festival for the city called "GraniteFest", overseen a half million dollar Park Grant project, overseen a Charter Amendment Election, and has overseen a Water Bond election. He is currently overseeing the resulting projects for upgrades of the entire water production, distribution and storage infrastructure. Looney has 33 years of experience in management at the state and local government. He also served as a City Manager/Administrator for the City of Teague from 2000-2007 and worked for two years in Colorado for the Town of Rangely as Town Manager from 1998-2000. When Granite Shoals hired Jeff Looney, they stated a desire for "...energetic leadership and the ability and willingness to be a part of the community and to lead economic development and utility infrastructure projects. A "hands on" management style is essential as are municipal finance and budgeting knowledge skills". Looney has decades of experience working with TML Health and a vested interest to see the pool maintained in a manner to bring the best health care to city employees at the most reasonable prices.

[ ] **Tad Cleaves, City Attorney, City of Liberty Hill**
Tad Cleaves currently serves as City Attorney for the City of Liberty Hill. Cleaves interest stems from his background growing up with his father who was a family practice physician in Corpus Christi, which allowed him to understand that the most important thing once can do to improve one's health (as much as that is possible) is to prevent illness before it starts. Cleaves understands the power that health care plans wield both to ensure access to quality health care services when they are needed and to incentivize good, prevention-focused decision making. He states, "If by serving on the TML Health Benefits Pool Board of Trustees I can help influence policyholders to make more healthful choices to improve their health outcomes, that would be time exceedingly well-spent (and probably make my dad proud!)".

[ ] _____
Write-In Name of Otherwise Duly Qualified Elected/Appointed Official

I certify that this ballot is cast in accordance with official action taken at a duly called meeting on _____

_____, 2020.

Ballots may be submitted by mail, facsimile (512) 719-8349 or electronically
to BoardSecretary@tmlhb.org. Ballots must be received by September 28, 2020, 5:00 p.m.
Leah Simon, Board Secretary
TML Health Benefits Pool
1821 Rutherford Lane, Suite 300, Austin, Texas 78754

_____

Signature

_____

Name and Title

_____

Entity

Ballots may be submitted by mail, facsimile (512) 719-8349 or electronically
to BoardSecretary@tmlhb.org. Ballots must be received by September 28, 2020, 5:00 p.m.
Leah Simon, Board Secretary
TML Health Benefits Pool
1821 Rutherford Lane, Suite 300, Austin, Texas 78754

AGENDA ITEM #10.s.

AGENDA ITEM #10.v.

ATTACHMENTS:

Description	Upload Date
Speed Sign Memo	8/21/2020
Speed Signs	8/21/2020
Speed Sign Quote	8/21/2020

LEANDER POLICE DEPARTMENT

MEMORANDUM

To: Lt. Mohler

From: Sgt. Doyle, TEAM

Date: 02/28/2018

Subject: Permanently mounted Speed Display Signs, Traffic Calming proposal.

The intent of this proposal is to ask the city to consider and accept Speed Display Signs as an alternate traffic calming solution in the city. It is also my intent to ask that these devices be installed in every school zone, including existing school zones. I intend to also ask that a task force be formed of the city's most qualified personnel to evaluate the best policy ideas on implementation.

Currently the city only has one traffic calming option, Speed Humps. The hope is to include Speed Display Signs as another option to traffic calming in the city, not to replace speed humps. These Speed Display Signs can be used in areas where the current speed hump traffic calming policy (ordinance) threshold is not met or where it is more advantageous to use electronic speed display signs versus other traffic calming techniques in an area to accomplish compliance.

With the explosive growth of the city and future population projections the traffic issues will continue to rise. With this growth it is incumbent upon the city to explore technology as a way to reduce traffic safety concerns, specifically speeding, in areas that generally require heavy police presence with enforcement intervention to gain compliance with posted limits. The areas where speeding is often a concern are pedestrian sensitive areas such as neighborhood streets and school zones. Speeding is also a potential cause of crashes at some of our high crash locations (intersections), where other traffic calming tactics would not be an option or an effective solution. I believe speed display signs (also commonly known as Dynamic Speed Display Signs (DSDSs), radar display signs, Dynamic Speed Monitoring Displays (DSMDs), etc.) are one possible solution to traffic calming we could utilize easily. TEAM uses a version of this concept with three mounted on trailers which are placed in locations all across the city. We see the difference in driver's speeds when they are deployed and we see the speeds increase shortly after they are removed. When we leave the trailers with the radar displays out for longer periods of time we generally have compliance over that entire period due to its constant presence and constant dynamic reminder to the driver's. There probably isn't anyone who hasn't passed one of our display trailers by this point as we have them out constantly. To determine the effectiveness of these displays just ask yourself, what reaction did you have when you passed the display in your vehicle? This

is why I propose them to be permanently installed at locations in the city as we know they are effective.

It is no secret that Crystal Falls Parkway and US Hwy 183 is our leading crash location every year. We believed speeds higher than the posted speed limits coming into the intersection from all directions were at least contributing to the crashes or at the very least, contributing to the severity of the crashes. Using a Data Driven Approach to Crime and Traffic Safety (DDACTS) modeled approach TEAM units began a targeted approach to the collisions at the intersection using the speed display trailers and enforcement and reduced the crashes at the intersection drastically during the time we were there and had the trailers deployed. Once we began focusing on other areas and deployed the trailers in other locations, we watched the crashes increase overtime.

Almost daily I receive a phone call or an emailed complaint about speeding problems in a neighborhood somewhere in the city. I receive countless complaints about the 30 mph speed limit in someone's neighborhood being "too fast", "insane", "outrageous" or just asking for it to be lowered to 20 or 25mph. Traffic studies performed by unmanned traffic data collectors oftentimes shows that the majority of drivers are traveling at or about the posted speed limit, but some are not. Those who are not traveling at the speed limit are traveling in excess of the posted speed limit, oftentimes 5-10mph over, which are the ones drawing the complainant's attention and prompting them to want to take action by changing the speed limit. There is little (if any) evidence to support the idea that changing the speed limit to a lower threshold will have any impact on this speeding problem since drivers ignore the current posted 30mph sign already posted there. We need something that will get the attention of those who are speeding and cause them to want to slow down.

There are many options available to calm traffic, from road diets, landscaping techniques, speed humps/bumps to all kinds of other techniques. The bottom line is that road diets are not always an option as they are very costly and oftentimes require some kind of construction to accomplish. Speed humps/bumps effectiveness studies have shown drivers going faster in between the two humps/bumps to make up for the time the driver lost when they slowed down to go over it, they slow emergency vehicles, and not to mention the road noise from these devices in front of a resident's house they have to listen to all day (imagine hearing bump..bump all day and night as the tires from every passing car goes over one of these). One speed hump costs about the same as one speed display sign, but the cost to remove them if ever needed is significantly less for the signs. The threshold to have a speed hump installed is steep. We could structure our policy to be less for a speed display sign since they are not as intrusive on everyday drivers and have far less disadvantages. Speed display signs are proven to be effective and are aesthetically pleasing when driving through a community. They are less physically intrusive and give instant, dynamic feedback to the driver all accomplishing a traffic calming objective.

We do not have the staffing or the manpower to continue to effectively target nor handle the growing traffic concerns across the city that are leading to crashes and unsafe driving. Installation of these signs will relieve only a portion of the burden from TEAM and Patrol officers and make our community safer, reducing the need for such heavy police presence in order to achieve compliance in neighborhoods and school zones. I don't

want to lose sight that additional staffing must be added in the future and that these signs will solve all of our problems, as they will not. These signs will simply allow us to dedicate the staffing and resources we have to other issues across the city that requires enforcement for compliance. Spot enforcement in areas where the Speed Display Signs are installed can then occur to keep them effective, but not so enforcement intensive as they have become. Speed display signs can be installed at a fraction of the cost of hiring and equipping an officer and can be at a location 24 hours a day, 7 days a week and it will never get called away to handle a collision, a parking complaint or any other issue in another area of town. They are proven to last for many years and most come with excellent warranties for the device in the event anything malfunctions.

There are currently more schools in the city than we have patrol officers on duty at any given time. Most every school has multiple school zoned areas surrounding it. One officer can only target one section or maybe even one street in a school zone, essentially leaving three other sides of the school unenforced. The school zones also run from 0700 hours until 0905 hours every school day. At the exact same time as school zones are happening we have rush-hour traffic and morning commuters, which results in an increase in traffic collisions, reckless driving calls and other traffic related issues that pull our attention from school zones or other traffic complaints on an almost a daily basis. When we get pulled from school zones we leave them unenforced. We have an abundance of traffic complaints in the city that occur between the hours of school zones that we cannot focus on because of our targeted efforts in the school zones, leaving other areas less enforced.

Nearly every crash that occurs requires a minimum of two officers to respond (oftentimes it is more than two for crashes that are in an intersection or a busy roadway), essentially depleting TEAM members and some patrol officers from doing anything else other than working that one crash scene. Due to staffing levels, we have to triage these complaints and school zones remain a high priority, for obvious reasons, leaving the other complaints to go unenforced. Because of these issues and staffing levels we cannot focus our attention on these rush-hour traffic related issues that are resulting in harms to our community members. We are focused on doing as much as we can in the school zones to keep the children and everyone else safe in those areas, all the while crashes in other areas are increasing due to reduced enforcement and police presence during the same time. I believe we can cover both effectively through the use of this technology.

Statistics generally show that pedestrians involved in a crash with a vehicle have very little chance of surviving the crash if the speed is 35mph or higher, yet we see these speeds and higher every single day in neighborhoods and school zones all across the city. Pedestrian traffic is the entire reason for a school zone to exist. Yet, we cannot man every single school zone and we cannot possibly reduce the problem with the staffing we have versus the amount of school zones and neighborhoods there are to enforce at the same time. Reducing speeds by as little as 5mph in these pedestrian sensitive areas can make a big difference in a crash. We must consider using technology as a force multiplier for our city, especially in school zones and neighborhoods to gain compliance, reduce the harms to our community and alternatively allowing officers to focus on other areas that also have a significant impact.

Speed Display signs have proven to effectively reduce speeding issues. To keep from filling this proposal with references I have attached numerous studies for Speed Display Signs to this proposal for you to read and there are many others available online.

According to one article (Radarsign) *"How Effective are Radar Speed Signs:* Radar speed signs are proven traffic calming solution to raise the speed awareness of oncoming drivers. Studies repeatedly show that when alerted by a radar sign, speeders WILL slow down up to 80% of the time. Typical average speed reductions are 10-20%, and overall compliance with the posted speed limit will increase."

Another study performed out of Minnesota concluded this:
"*With the installation of the DSMD signs, expect:*

- *A reduction in overall speeds*
- *Increased conformance with posted speeds*
- *Positive public/elected official feedback"*

(From the article: "Long Term Effectivenss of Dynamic Speed Monitoring Displays (DSMD) for Speed Management at Speed Limit Transitions".)

Most all of these studies attached (and that I have found through my research) then go on to quantify the actual amount of speed reduction in further percentages by how much the speed was reduced by the speed display sign and they vary widely but, nearly all show a reduction of some kind. Nearly all of the studies I have looked at show some decrease in the 85th percentile speed measurement and putting the speed very close to the posted speed limit (less than 5mph away). These small reductions may not seem very significant; however studies show that for every mile-per-hour reduction a driver decreases their chances of being involved in a collision by 5%. A study performed by Texas A&M, Texas Transportation Institute, shows speed display signs to be capable of reducing average speeds up to 9 mph at school speed zones (which remained reduced 4 months later when the site was studied again) and by as much as 2 to 4 mph at signalized intersection highway approaches, advance school zone areas, and low-speed horizontal curves. A reduction in speed as little as 5mph can mean the difference in a crash being avoided or a crash occurring and the severity of it if one does occur. Reducing the speed of vehicles in these pedestrian sensitive areas such as school zones and neighborhoods increases the pedestrian's chances of survival if struck by a vehicle. It is simple, the lower the speed a vehicle is traveling the less damage an object will sustain versus the higher speed a vehicle is traveling the more damage an object will sustain. These electronic displays provide a real-time, live dynamic display and therefore verification of a driver's actual speed compared to the posted speed limit. This changes their driving behavior in a positive manner, without the need for an officer to be present all the time to gain the same compliance.

This proposal will include three parts, as listed below, and I recommend a task force be created to answer all possible criteria, policies and questions for proper implementation:

1) **Make it a policy to include and install Speed Display Signs for all newly constructed school zones in the City.**

Some Considerations:

-Where these will be placed (Installation criteria established. I would suggest they be posted after the flashing school zone sign about 50-100 feet into the

school zone, to give drivers the feedback while inside of the school zone, not at the very beginning)?
-How many for a school (all streets surrounding a school zone or just a certain classification of street will get them)?
-How many per road, or spacing (consider length of roadway, number of intersections or drives, etc)
-Will LISD pay for these devices in newly constructed schools and school zones?

2) **Place Speed Display Signs in existing school zones as city funds allow.**
Same considerations as above will be utilized to place these into the existing schools. The city could budget for a certain number to be installed each year and move toward total coverage of every existing school zone.
-Will LISD cost-share this project?

3) **Include in our current Traffic Calming Ordinance a provision to allow Speed Display Signs to be installed in neighborhoods or other problem areas around the city as an alternative to speed humps.**

Some considerations:
-The city needs to consider if cost sharing with HOA/Neighborhood is warranted, if it meets certain parameters.
-Or, will the City pay for them entirely if a traffic study reveals a certain percentage of vehicles traveling over a certain speed above the 85th percentile, or a certain speed above the posted speed limit, etc.
-How many will be allowed to be installed per year in the city (how much budget will be applied).
-Can a neighborhood pay the full cost of installation if it meets the criteria and specs set by the city?
-Who will install them (cost and qualifications)?
-Who will maintain them (cost sharing with neighborhood/HOA)?
-How will they be installed (criteria set for where, with some flexibility built in as it is impossible to consider every design feature, etc)?
-How many will be installed along a certain road, consider spacing (intersections, entering driveways, etc.)?

The signs I have priced are anywhere from about $2,000 each to upwards of $8,000 depending on features chosen. A simple speed display sign with no solar panel (hard wired to electricity) and no data capturing capability is about $2,000 (+/-). I have attached just two models (solar powered version and hard wired version) from one company (Stalker Radar) along with the quotes (attachment 18). There are numerous companies who make these signs but, all of the costs are about the same per company with only slight variations. I would suggest the City consider contracting with one company to get reduced rates for the signs, get consistent signage and avoid any delays when an established criterion is met to install in a location. This will ensure timely delivery and furthermore will ensure efficient pricing to the city as this project is implemented.

We currently have fifteen schools and various other school zone locations, I used the attached list to determine how many signs we would need in the city (as of the time of this proposal). Based on this information it appears we would need a total of 76 total

signs to complete this project around all of the current schools, in the school zones. I came up with 76 by using the attached list of roadways, multiplying that by 2 (two signs on each roadway to cover both directions of travel) and then added 6 additional signs for new school zones that have been installed in the city since this list was made. An updated list or site visits may provide more accurate numbers of how many are actually needed. Some of the roadways listed should have more than 2 as they are a longer stretch of roadway with intersecting streets, while some others on the list are fairly short streets and it may not be practical to install any on such a location. I just used 76 signs as a general basis for this proposal to gather cost details.

In order to discuss costs I will discuss several options and include the estimated costs for each of the three proposals.

For proposal #1, if accepted as policy, every newly constructed school would have them installed as it is being built under this new policy. This policy would only increase the total cost of the new school building project approximately $6,688 per roadway around the school, which is minor compared to the overall costs of the entire school construction project. Zero cost to the city except in maintenance costs.

For proposal #2, If the City chooses to fund the entire project (76 signs) alone for the existing 15 school zones with a solar powered model the cost to the City would be $254,144 ($3,344 each) for the signs, not including installation costs. Installation costs are estimated to be around $300 per sign for an additional $22,800 to install all 76 signs. Grand total to fund the entire project in the existing school zones at 100% would be $276,944. (Price for the a hardwired, electrical model would be significantly less up front, however installation costs would be in the thousands, making it impractical to utilize an electric sign, so therefore all costs displayed will be solar powered models.)

The City could also chose to fund this project over a certain amount of time and slowly phase the signs into the existing school zones. For example, if the City chose to install them gradually over a 5 year period then the cost for the solar powered version would only cost around $55,389 per year over the 5 year period. This would include about 15 signs per year being installed at a school zone location and the project would be complete in 5 years.

For proposal #3, there is no way to estimate the costs for using these in neighborhoods for traffic calming as we have no way of knowing what the demand for them will be at this point, but I would safely assume it will be high based on complaints I receive. We generally receive around 2 requests a month for consideration of speed humps or lowering the speed limit in a neighborhood while City Engineering and Public Works may receive more. The speed hump ordinance is set at a high threshold so I would request the threshold for installation of speed display signs in a neighborhood be set at a lower, more achievable threshold to achieve traffic calming.

Installing them in neighborhoods could/should be limited to a certain amount of signs to install per year and on a first come first serve basis or based on a traffic study being performed showing a certain need (these details can be worked out in the task force that is created). For example, the City could limit installation to only four signs installed per year in the city. Then the cost to the City would only be around $14,576 ($3,344 each

sign and $300 per sign to install) per year to begin using this as traffic calming devices in the City neighborhoods with the city paying 100% of all costs. This cost could easily be offset by cost sharing with the HOA/Neighborhood or private individuals. For example, the city could choose to cost share at a rate of 60% paid by the city and 40% paid by the HOA/Neighborhood/individual who wish for them to be installed in their neighborhood. Cost sharing at a 60%/40% split would drive the cost to the city down to $8,746 per year for an effective traffic calming solution and be easy to budget for year after year while only costing the HOA/Neighborhood $5,830.40 if that one neighborhood got all four signs installed. In reality it would likely only be $2,915.20 to the one neighborhood if they only had one street equipped with one sign for each direction (2 total signs) and $2,915.20 to a different neighborhood that got two signs installed somewhere else (highly unlikely one neighborhood will get all of the set number of signs, but likely only a portion at a time). Neighborhoods that wish to have them installed after the city has reached its limit (4 per year or whatever it is set at by the task force/city) and do not wish to wait for the city to pay a portion of the costs could chose to fund the signs at 100% and the city taking over maintenance after all installation.

The City could also choose to have no costs associated with this traffic calming policy in neighborhoods and instead require 100% installation cost to the HOA/Neighborhood/Individual. I would like to suggest a cost sharing agreement if it meets a certain threshold so we can get these implemented to assist.

Adding proposals #2 and #3 together, the total cost to the city at $8,746 per year (cost sharing 60/40) for neighborhood traffic calming added to the $55,389 to install them in our existing school zones then the city could fund the entire project for $64,135 per year over a 5 year period. This would equate to 15 speed display signs per year added to existing school zones and an additional 4 speed display signs installed in a neighborhood in need. After 5 years and all of the school zone locations being equipped then the cost to the City to maintain this traffic calming policy would drop down to only $8,746 per year thereafter for neighborhoods only (or the city could chose to invest a higher amount per year for more signs being installed based on demand by neighborhoods and problem areas).

If the city chooses not to cost share with HOA/Neighborhood but instead fund the project at 100% then the total cost per year over 5 year is $69,965. Dropping down to $14,576 per year for four signs installed yearly afterwards to maintain the neighborhood traffic calming policy, since all of the school zones will then be equipped.

I have met with multiple parties from the city who are interested in supporting this technology to accomplish this traffic calming goal. I have also met with Steve Berry from Leander ISD. We discussed installing these speed display signs in the school zones and he is going to take this information back to his administration for discussion. I would like for the task force we form to begin serious discussions with LISD about cost sharing this project unless LISD has the resources to fund the entire project, which would be ideal.

LISD has contacted me since and they are interested in this for the safety of their pedestrians. We are going to embark on a traffic study to determine the effectiveness of these devices locally in two school zones before they will consider the idea further. I

have reached out to Stalker Radar who is checking to see if they can send me two demo units to have installed in a school zone and I will complete the traffic study using a covert traffic data collectors. If I am only able to get two demo signs (two will only cover one two-way street), I will have to utilize a speed display trailer currently in the police department's inventory to complete this second school zone speed study LISD is wanting. If I get no demo units then I will utilize our current radar display trailers for the study. The study will last about two weeks once it begins and the results will be reported to LISD and the task force once formed. I believe once the study is complete we will be able to move forward with deeper discussions on this proposal and the costs associated.

I am also working with Stalker Radar on a Grant Proposal for assistance in funding this project; however we are unsure if this project would meet any grant criteria currently available. TXDOT Law Enforcement Grant Liaison informed me that the Federal Government is pulling back on funding for equipment of this nature, but I will keep trying to find grant assistance.

The areas in our city requiring recurring enforcement for speed management need a more permanent solution to help resolve the speeding problem. I am not qualified nor do I have the experience or knowledge to do this alone. Forming a task force of experts from our own city who can put together a good strategy, good policies and good criteria to implement this traffic calming plan effectively in our city will have lasting effects on the safety of our community for years to come.

I have attached some literature on these devices for understanding of how the signs operate for those that are not familiar with what they accomplish for reference. I have attached numerous studies/articles from online sources about the benefits of the speed display signs that were used to form this proposal.

ATTACHMENTS:

1) LISD School zones in the City (minus some newly installed ones not listed).
2) Photograph depiction of type of radar speed sign requested.
3) Article: "*Traffic Impact Study: Are Radar Speed Signs Effective?*"
4) Lakewood, Colorado speed display sign ordinance (for example only).
5) Vermont Agency of Transportation "Guidelines for Use of Radar Speed Feeback Signs on the State Highway System"
6) Article: "*How Effective are Radar Speed Signs?*"
7) Article: *Efficacy of Radar Speed Monitoring Displays in Reducing Vehicles Speeds*"
8) Evaluation of Dynamic Speed Display Signs (DSDSs), Texas A&M, Texas Transportation Institute.
9) Texas Transportation Institute *"Effectiveness of Dynamic Speed Display Signs (DSDS) in Permanent Applications"*.
10) Article: *All Traffic Solutions, "Using Data-Fueled Radar Speed Displays for Optimal Traffic Calming"*
11) City of Bellevue, Washington Transportation Department *"Stationary Radar Sign Program, 2009 Report"*
12) Article: *All Traffic Solutions, "Deploying Radar Speed Displays to Save Lives in Your Community"*

13) Article: *All Traffic Solutions, "Three Ways Radar Speed Displays Help You Maximize Resources and Budget"*
14) Article: *All Traffic Solutions, "Building the Case for New Radar Speed Displays"*
15) City of Albuquerque, New Mexico Permanent Radar Speed Sign program.
16) Article: "Safety in Numbers, *Why your Reaction Time Matters at Speed*" August 2015.
17) Article: *"Long-Term Effectiveness of Dynamic Speed Monitoring Displays (DSMD) for Speed Management at Speed Limit Transitions*" (Minnesota study).
18) Stalker Radar quotes for display signs (more quotes available if needed).

PMG | Pole Mounted Graphic Display

Pole Mounted Graphic Display

A Full-Function, Dynamic Matrix Message Center

Available in 12", 15", and 18" digit height models

The Pole Mounted Graphic display (PMG) is a dynamic text and animated graphics display system that is portable and expandable. Powerful options transform a mounted speed sign into a self-contained communications center.

- Stalker Easy Analyst
- AC, DC, or solar/battery power options
- Android App
  - Create custom messages and animation
  - Set and run schedules
  - Oversee solar/battery status
  - Manage

12" model shown with optional YOUR SPEED aluminum MUTCD compliant bezel, solar panel, and battery system

Powerful Options

- Messaging and graphics
- 30, 50, or 100W Solar power with battery
-
- T
- Wireless communication
- Ethernet connectivity

Optional folding feet and handle

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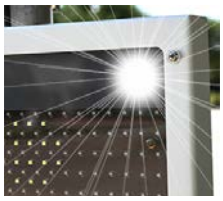

StalkerRadar.com

STALKER®

Power to Enforce.

at the same time it is performing its messaging operation. The PMG has enough internal storage memory (up to 64 GB) to collect and retain this

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meaningful reports using the ***Stalker Easy Analyst*** *software.*

Data Access

- Create custom messages and animation
- Set and run schedules
- Oversee solar/battery status
-

Display	12”	15”	18”
Led count	756	1050	1488
LED organization	21 rows by 36 columns	25 rows by 42 columns	31 rows by 48 columns
Display color	Amber, 590 nm	Amber, 590 nm	Amber, 590 nm
Maximum intensity (typical)	4000 mcd	4000 mcd	4000 mcd
Intensity controls	Fixed, Auto, and Combo	Fixed, Auto, and Combo	Fixed, Auto, and Combo
Light dispersion	±15 degrees Horizontal ±15 degrees Vertical	±15 degrees Horizontal ±15 degrees Vertical	±15 degrees Horizontal ±15 degrees Vertical
Display height	12 inches (304 mm)	15 inches (381 mm)	18 inches (457 mm)
Display width	18.5 inches (470 mm)	23 inches (584 mm)	25.5 inches (647 mm)

Power Consumption			
Idle (no display)	1.6 Watts	1.6 Watts	1.6 Watts
Display 88, 100% brightness	14 Watts	20 Watts	26 Watts
Operating voltages	12 VDC or 90-240 VAC, 50/60 Hz	12 VDC or 90-240 VAC, 50/60 Hz	12 VDC or 90-240 VAC, 50/60 Hz

Radar Characteristics			
Frequency	24.125 MHz ±100 MHz	24.125 MHz ±100 MHz	24.125 MHz ±100 MHz
Output power	10 mW	10 mW	10 mW
Directional	Approaching + receding	Approaching + receding	Approaching + receding
Typical range	600 feet (183 m)	750 feet (230 m)	900 feet (275 m)
Beam width	32° H x 30° V	32° H x 30° V	32° H x 30° V
Statistical Tracking capability	10 vehicles simult.	10 vehicles simult.	10 vehicles simult.

Physical Characteristics			
Case height	16.1 in. (409 mm)	19.2 in. (490 mm)	22.1 in. (560 mm)
Case width	21.2 in. (540 mm)	25.8 in. (650 mm)	30.3 in. (770 mm)
Depth, base unit excluding bracket	1.2 in. (31 mm)	1.2 in. (31 mm)	1.2 in. (31 mm)
Depth, with power module installed	2.1 in. (54 mm)	2.1 in. (54 mm)	2.1 in. (54 mm)
Mounting Bracket depth (base unit)	1.75 in. (44 mm)	1.75 in. (44 mm)	1.75 in. (44 mm)
Weight, excluding mounting bracket	9.3 lbs. (4.22 kg)	13.2 lbs. (6 kg)	17.45 lbs. (7.9 kg)
Window Color	Clear	Clear	Clear
Window material	4.5 mm acrylic	4.5 mm acrylic	4.5 mm acrylic
Case Color	White	White	White
Case material	2.3 mm aluminum, powder coat finish	2.3 mm aluminum, powder coat finish	2.3 mm aluminum, powder coat finish

Environmental Characteristics			
Operating Temperature range	-22°F to +122°F (-30°C to +50°C)	-22°F to +122°F (-30°C to +50°C)	-22°F to +122°F (-30°C to +50°C)
Ingress rating	IP65 Waterproof	IP65 Waterproof	IP65 Waterproof

StalkerRadar.com

STALKER®

Power to Enforce.

applied concepts, inc.
855 East Collins Boulevard ■ Richardson, Texas 75081
972.398.3780 ■ Fax 972.398.3781

TRC ISO 9001:2015 CERTIFIED

006-0018-00 Rev B

800-STALKER

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STALKER radar

applied concepts, inc.

QUOTE
2041941

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Ed Kosanke, 972-801-4818, edkos@stalkerradar.com

Reg Sales Mgr: Bill Switzer - S TX, 972-837-3434, bills@stalkerradar.com

Date: 08/20/20

Effective From : 08/20/2020 **Valid Through:** 11/18/2020 **Lead Time:** 30 working days

Bill To:	**Customer ID:** P21905	**Ship To:**	*FedEx Ground*
Liberty Hill Police 14262 Hwy.29 West Liberty Hill, TX 78642-4381	Accounts Payable	Liberty Hill Police 14262 Hwy.29 West Liberty Hill, TX 78642-4381	Lieutenant Jeffrey Ringstaff

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	836-0012-00	PMG 12 Inch Display with Traffic Analyst	24	$2,995.00	$5,990.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	2	200-1312-00	12"PMG w/Traffic Analyst, configured with:		$0.00
2	2	011-0269-00	Pole Mount Graphics Operator Manual		$0.00
3	2	035-0002-12	12" PMG Shipping Box		$0.00
4	2	035-0002-00	PMG Corner Packing Foam		$0.00
5	2	060-1000-24	24-Month Warranty		$0.00
6	2	200-1206-00*	12" PMG Speed Display		$0.00
7	2	200-1206-10	12" PMG Bezel, White		$0.00
8	2	200-1338-11	12" PMG without Strobe Config Pairing		$0.00
9	2	200-1206-50	No Flash Selected		$0.00
10	2	200-1206-55	12" PMG Pole Mount		$0.00
11	2	047-1000-00	PMG Power Cover (1 per side)		$0.00
12	2	200-1221-00	PMG Solar Power Controller Module		$0.00
13	2	200-1270-01	12" PMG Dual USB Port & Memory Stick		$0.00
14	2	200-1206-60	PMG 433MHz Key Fob and Controller		$0.00
15	2	200-1206-70	PMG Wireless Module		$0.00
16	2	200-1206-08	PMG Expanded Memory Option, 8GB SD Micro		$0.00
17	2	200-1369-00	12" PMG "YOUR SPEED" Bezel		$0.00
18	2	200-1330-50	PMG 50W Solar Power package		$0.00
19	2	200-1317-01	PMG Lead Acid Battery Box with Mount		$0.00
20	2	200-1127-00	12V Gel-Cell Lead Acid Battery		$0.00
				Group Total	$5,990.00

** Continued on Next Page **

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Liberty Hill Police 14262 Hwy.29 West Liberty Hill, TX 78642-4381	Accounts Payable	Liberty Hill Police 14262 Hwy.29 West Liberty Hill, TX 78642-4381	Lieutenant Jeffrey Ringstaff

Product	$5,990.00	Sub-Total:	$5,990.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$130.00
Payment Terms: Net 30 days		**Total: USD**	**$6,120.00**

001

Stalker Radar 12" Pole Mounted Graphical Display Package with 50W Solar Panel Kit and Data Collection/Statistics
.
INCLUDED:
50W Solar Panel with Battery and Battery box
Data Collection and Statistics/Speed sensor
Easy Analyst / Traffic Analyst Software
Bluetooth-Wireless Module - Includes Smart Phone App for Programming
“Your Speed” Bezel/Sign Frame and all Mounting hardware.
12V Gel Cell Battery and Battery box
3 Year warranty
.
OPTIONAL ACCESSORIES:
Red-Blue Strobes Upgrade: $175.00
Simulated Camera Flash Upgrade: $195.00
Text and Graphics Upgrade: $475.00
.
Any questions? Contact Ed Kosanke at 972.801.4818 or Bill Switzer at 972-837-3434

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AGENDA ITEM #12.a.