City of Rowlett

Meeting Agenda

City Council

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at 972-412-6115 or write 4000 Main Street, Rowlett, Texas, 75088, at least 48 hours in advance of the meeting.

Tuesday, March 1, 2016 | **6:30 P.M.** | **Municipal Building – 4000 Main Street**

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

1. CALL TO ORDER

2. EXECUTIVE SESSION

3. WORK SESSION (6:30 P.M.) * Times listed are approximate.

3A. Conduct a joint public hearing with the Planning and Zoning Commission and consider and act on the adoption of an Ordinance temporarily suspending certain provisions of the Comprehensive Zoning Ordinance of the City of Rowlett, Texas, as heretofore amended, by suspending the application of Section 77-902, Subsection E, Subparts 1 and 2, to allow for the reconstruction, rebuilding and repair of homes damaged by the recent tornado event. (45 minutes)

4. DISCUSS CONSENT AGENDA ITEMS

CONVENE INTO THE COUNCIL CHAMBERS (7:30 P.M.)*

INVOCATION

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE
Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

5. PRESENTATIONS AND PROCLAMATIONS

5A. Presentation of donation by Troy Cox to the Rowlett Recovery Fund.

5B. Receive the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2015, which includes the independent auditors' report.

5C. Hear a presentation on the first quarter investment report for December 31, 2015.

5D. Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

6. CITIZENS' INPUT

At this time, three-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. No action can be taken by the Council during Citizens' Input.

7. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.

7A. Consider action to approve minutes from the February 10, 2016 City Council Special Meeting and the February 16, 2016 City Council Regular Meeting.

7B. Consider approving a Joint Election Contract with Dallas County Elections Department for the May 7, 2016, General Election and Special Elections to fill a vacancy on the City Council and to amend the City Charter.

7C. Consider action to approve a resolution extending the local state of disaster declaration resulting from the December 26, 2015 tornado by thirty-five (35) days, from March 7, 2016 through April 11, 2016.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

8A. Conduct a public hearing and consider the adoption of an ordinance accepting and approving a service and assessment plan and assessment roll for the Bayside Public Improvement District (PID), levying special assessments against property within such PID and approving other matters related to such PID.

8B. Consider the adoption of an ordinance approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" and approving various documents related to such bonds.

8C. Consider an ordinance approving a rezoning request from Rural Neighborhood and Urban Neighborhood Form-Based Code Districts to the New Neighborhood Form-Based Code Zoning District, including Major Warrants to allow for an increase in the maximum lot width of Type 2 and 3 lots and an increase in the minimum and maximum allowable square footage for Cottage and Estate homes, for the purposes of building a pedestrian-oriented, single family neighborhood on property located in the North Shore South District as identified in the Realize Rowlett 2020

Comprehensive Plan, being 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

9. ADJOURNMENT

Laura Hallmark

Laura Hallmark, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the City's website (www.rowlett.com) on the 26th day of February 2016, by 5:00 p.m.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/01/16 **AGENDA ITEM**: 3A

TITLE

Conduct a joint public hearing with the Planning and Zoning Commission and consider and act on the adoption of an Ordinance temporarily suspending certain provisions of the Comprehensive Zoning Ordinance of the City of Rowlett, Texas, as heretofore amended, by suspending the application of Section 77-902, Subsection E, Subparts 1 and 2, to allow for the reconstruction, rebuilding and repair of homes damaged by the recent tornado event.

STAFF REPRESENTATIVE

Marc Kurbansade, Director of Development Services

SUMMARY

On December 26, 2015, the City of Rowlett was struck with a devastating EF-4 tornado that caused widespread structural damage to over 1,000 buildings. In an attempt to rebuild these structures, property owners are required by ordinance to adhere to current building and zoning regulations.

On February 4, 2016, City Council met in a work session to discuss the implications of adhering to the nonconforming regulations for homes damaged more than 50% of their value. At this meeting, the City Council provided direction to staff to draft an ordinance that would temporarily suspend certain nonconforming use zoning regulations for a period of 36 months. The suspension of zoning regulations for homes damaged more than 50% of their value would specifically be to allow homeowners to rebuild their homes to the nonconforming status that existed before the tornado event.

BACKGROUND INFORMATION

Homes and businesses are in the process of rebuilding after the devastation from the December 26, 2015, tornado. In conjunction with these rebuilding efforts, property owners are required by ordinance to adhere to zoning and building regulations. In some cases, these regulations have changed since the homes were originally constructed, and compliance with current regulations would, in many instances, be cost-prohibitive.

Zoning Regulations

Zoning regulations depend on the zoning district established on the property. The tornado impacted a total of eleven subdivsions. Three of these subdivisions are regulated by standard zoning districts - two are Single Family 9 (SF-9) and one is Single Family 10 (SF-10). The remaining eight subdivisions are regulated by Planned Development Districts. Below is a list of the subdivisions that were impacted:

- Vue-De-Lac
- The Vineyards
- College Park
- The Peninsula
- Dalrock Estates
- Dalrock Heights
- Lake Bend Estates
- Highland Meadows North
- Highland Meadows North #2
- Graham Estates
- Mallard Reserve

Building Code Regulations

Building code regulations are also applied to each construction permit applied for as a result of the property owner rebuilding. Property owners do not have vested rights as it pertains to building code regulations. All new construction must meet current building code requirements for public health and safety reasons.

On February 4, 2016, the City Council met in a work session to discuss the implications of adhering to the nonconforming zoning regulations for homes damaged more than 50% of their value. At this meeting, City Council provided direction to staff to draft an ordinance that would temporarily suspend the zoning regulations for a period of 36 months.

DISCUSSION

Property owners are in the midst of trying to rebuild and repair their properties. As stated in the background section, the applicable regulations largely fall under the control of zoning and building regulations. Building regulations do not pose any issues at this time; however, questions pertaining to zoning regulations are being asked by property owners.

The main zoning issue is the code requirement addressing nonconformities. As can be seen below in the excerpt of the Code, damage to homes greater than 50% of their value requires adherence to current zoning requirements.

Sec. 77-902. - Regulations applicable to all nonconformities.

. . .

E. Damage or destruction.

1. *If a nonconforming structure is damaged or destroyed by any means to an extent where the replacement cost is greater than 50 percent of its appraised value at the time of damage or destruction as determined by the latest tax rolls, then such nonconformity shall not be re-established and such structure may only be rebuilt in compliance with the requirements of this Code except upon action by the board of adjustment to permit reconstruction of such structure and continuance of the nonconforming use. The board of adjustment shall have due regard for the rights of the person or persons affected, and shall consider such in regard to public*

welfare, character of the area surrounding, nature of the use in relation to the intent of the area, and the conservation, preservation and protection of property.

2. *Any existing single-family or two-family residential dwelling that is a nonconforming use that is destroyed to an extent where the replacement cost is less than 50 percent of its appraised value at the time of damage or destruction as determined by the latest tax rolls, due to fire, flood, or acts of nature or God, shall be allowed to rebuild on site, provided that the use is either for single-family or two-family residential use and in conformance with the prevailing zoning district.*
3. *The intentional destruction of a structure by any owner of the use and/or structure and/or property shall immediately terminate all nonconforming rights, and all use of the structure or property shall cease and desist*.

The main issues that seem to be arising are adherence to the increased masonry exterior requirement and instances where garages must be side-loaded. The masonry exterior issue is particularly causing issues because foundations that are not constructed with a “brick ledge” are not able to construct to the 100% masonry exterior requirement without removal and replacement of the foundation slab.

The proposed ordinance would suspend the nonconforming structure regulations to permit reconstruction up to but no greater than the nonconformity that existed prior to the tornado event. Furthermore, the suspension of zoning requirements would be in place for a period of 36 months and only for homes impacted by the tornado event. To be clear, this ordinance would not suspend any building code requirements.

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

Staff recommends approval of an ordinance temporarily suspending certain provisions of the Comprehensive Zoning Ordinance of the City of Rowlett, Texas, as heretofore amended, by suspending the application of Section 77-902, Subsection E, Subparts 1 and 2, to allow for the reconstruction, rebuilding and repair of homes damaged by the recent tornado event.

ORDINANCE

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, TEMPORARILY SUSPENDING CERTAIN PROVISIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE AMENDED, BY SUSPENDING THE APPLICATION OF SECTION 77-902, SUBSECTION E, SUBPARTS 1 AND 2, TO ALLOW FOR THE RECONSTRUCTION, REBUILDING AND REPAIR OF HOMES DAMAGED BY THE RECENT TORNADO EVENT; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 26, 2015, the City was struck by a tornado (the "Tornado Event") which caused substantial damage to hundreds of homes in several residential subdivisions; and

WHEREAS, the Mayor and City Council, the Governor of the State of Texas, and the President of the United States have declared and proclaimed a state of local disaster; and

WHEREAS, numerous homes affected by the Tornado Event, although not conforming to the City's existing zoning regulations, were nevertheless lawful structures, having been built in compliance with regulations in effect at the time of construction; and

WHEREAS, as a means of affording relief to the survivors of the tornado, the City Council finds and determines that it is in the best public interest to allow the survivors to rebuild their homes as they existed prior to the destruction, and that the City's existing nonconforming status regulations in the Rowlett Development Code will, unless relief is granted, present an impediment to such reconstruction and repair; and

WHEREAS, the Council further finds and determines that a temporary suspension of the application of certain provisions of the Rowlett Development Code will enable expeditious repair and reconstruction and will further the best interests of the City and its citizens, and it is the express intent of the City Council in adopting this Ordinance to allow the repair and reconstruction of nonconforming structures to the condition existing prior to the Tornado Event; and

WHEREAS, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance should be amended as provided herein.

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

SECTION 1. That the provisions of Subparts (1) and (2) of Subsection (E) of Section 77-902 of the Rowlett Development Code be and are hereby suspended for a period of thirty-six (36) months of and from the effective date hereof, such that the limitations set forth in said provisions shall not apply to residential single family and duplex dwellings affected by the Tornado Event. A single family or duplex dwelling damaged or destroyed by the Tornado Event to an extent where the replacement cost is greater than 50% of its appraised value may be repaired, reconstructed or rebuilt to its condition prior to the Tornado Event, notwithstanding the limitations contained in Subparts (1) and (2) of Subsection (E) of Section 77-902 of the Code; provided, however, that any preexisting nonconformity shall not be enlarged, expanded or extended.

SECTION 2. That the authorization herein to repair and reconstruct nonconforming dwellings shall not extend to allow an enlargement, expansion or extension of the prior nonconformity, nor shall it be construed as an exemption from any other part or provision of the Rowlett Development Code or the Code of Ordinances.

SECTION 3. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. That this ordinance shall take effect immediately from and after February 11, 2016, and shall expire automatically without further action by the Planning and Zoning Commission or the City Council on February 12, 2019, unless sooner terminated.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
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AGENDA DATE: 03/01/16 **AGENDA ITEM**: 5A

TITLE

Presentation of donation by Troy Cox to the Rowlett Recovery Fund.

STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

SUMMARY

On December 26, 2015, the City of Rowlett was hit by an E4 tornado. The path of destruction was three and half miles long and one half mile wide. The tornado totally destroyed hundreds of homes and damaged hundreds more homes leaving hundreds of Rowlett Citizens homeless.

Troy Cox has taken debris from the tornado and made decorative items, which were then sold to raise money to help those affected by this event. Mr. Cox will present a check for money raised to date.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
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AGENDA DATE: 03/01/16 **AGENDA ITEM**: 5B

TITLE

Receive the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2015, which includes the independent auditors' report.

STAFF REPRESENTATIVE

Kim Galvin, Finance Director

SUMMARY

The City's Charter requires an annual independent audit of the City's financial accounts. This agenda item provides for the presentation of the audit and its findings to the City Council. The presentation of the audit will be made by the independent audit firm of Weaver and Tidwell, LLP.

Finance is pleased to report that the City has again attained an ***unmodified audit opinion*** validating the fair and accurate presentation of our financial status for the fiscal year ended September 30, 2015. In addition, the auditors outlined and validated the qualitative aspects of the City's accounting practices, staff's attention to completeness, procedures and controls, and noted no material findings. The auditors noted no recommendations for improvement over internal controls.

The Annual Comprehensive Financial Report, or CAFR, also includes a special audit, referred to as a "Single Audit", which is required of governmental agencies who receive more than $500,000 in any given year. The City did meet the $500,000 threshold this year for federal awards, as well as State awards and, as a result, there is a single audit report entitled "Federal and State Awards Section". The auditors conducted this special audit in accordance with Governmental Auditing Standards issued by the Comptroller General of the United States. The audit resulted in no deficiencies in internal controls over financial reporting.

BACKGROUND INFORMATION

Section 6.01 of the Home Rule Charter, as amended November 4, 2008, requires an annual independent audit and examination of the City's books and accounts. The audit is required to be performed by a certified public accountant, who is required to present the audit to the City Council at a regular meeting and to read the auditors' recommendation into the record.

The City hired the firm of Weaver and Tidwell, LLP (Weaver) to perform the City's audit beginning for fiscal year end September 30, 2012. This is the fourth audit performed by this firm under the current contract.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Rowlett for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2014. This was the eleventh consecutive year that the government has received this prestigious award. In order to be awarded a Certificate of Achievement, the City had to publish an easily readable and efficiently organized CAFR that satisfied both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. The City believes its current CAFR continues to meet the Certificate of Achievement Program's requirements and is submitting it to the GFOA to determine its eligibility for another certificate.

DISCUSSION

Following the close of each fiscal year, the City's external independent auditors conduct an audit of the City's financial records and assist in the compilation of the CAFR. The paramount objective of this financial reporting is accountability. The goal of the audit is to provide users of this report reasonable assurance from an independent source that the information presented is reliable.

The CAFR is a highly structured document primarily consisting of required elements. The most significant sections, in order of their appearance, include the following:

Section	Purpose
Introductory Section	Overview by Management, including general information about the City, economic condition and outlook, major initiatives and other issues determined important by Management.
Independent Auditors' Report	The Auditors' "opinion" as to how well the City's financial statements meet generally accepted auditing principles.
Management's Discussion and Analysis	Highly structured report by Management that must include financial highlights, overview of the financial statements, condensed financial data, including net assets, results of operations, capital assets, debt and information on the upcoming year.
Financial Statements – Combined and Major Funds	Series of financial statements, both at the combined level (organization wide) and individual fund statements.
Notes to the Basic Financial Statements	Highly Structured series of notes, including information on the City's financial policies, and individual sections addressing cash and investments, receivables, capital assets, retirement systems, long-term debt, interfund transfers, and subsequent events.
Financial Statements – Nonmajor Funds	Series of financial statements for minor funds, including net assets, changes in net assets, and budget results.
Statistical Section	Includes a variety of schedules, tables and statements containing information on financial trends, revenue capacity, debt capacity, operating information, and demographic and economic data.

As part of the audit, Weaver offers an opinion on the financial statements and a Report to Management. The Report to Management lists the auditors' findings related to various financial operating procedures and any recommendations for improvements. The City Charter requires this Report to be read into the record.

In addition, the auditors prepare a report that is required by Generally Accepted Auditing Standards. This report outlines the auditors' responsibilities under generally accepted accounting principles (GAAP); significant accounting policies; management judgments; accounting estimates reviewed; and audit adjustments recommended but not included in the report. The auditors are also required to disclose any disagreement with management, difficulties in performing the audit, and any management advisory services they may have performed for the City.

The City is required to prepare its financial statements in accordance with the Governmental Accounting Standards Board (GASB). As a result, in the fiscal year ended September 30, 2015, the City's CAFR was prepared to comply with the requirements of GASB.

There are three types of audit opinions the City could have received as follows:

- Unmodified Opinion: Essentially a clean opinion, which states that the financial statements are presented fairly and in accordance with GAAP.
- Modified Opinion: Basically states that the financial statements are presented fairly and in accordance with GAAP "except" for one or more items that are not.
- Disclaimer: An opinion that states that, in the opinion of the auditors, the financial statements are not presented fairly or in accordance with GAAP.

Finance is pleased to report that the City has again attained an ***unmodified audit opinion*** validating the fair and accurate presentation of our financial status for the fiscal year ended September 30, 2015. **This is the best opinion the City could have received**.

In addition, the auditors outlined and validated the qualitative aspects of the City's accounting practices, staff's attention to completeness, procedures and controls, and noted no material findings. In addition, the auditors noted no recommendations for improvement over internal controls. **Again, this is the best result the City could have received**.

During six of the last seven fiscal years, the CAFR included a section entitled "Federal Awards Section". This section represents a special audit, often referred to as a "Single Audit", required of governmental agencies who receive more than $500,000 in any given year. The City did meet the $500,000 threshold this year for federal awards, as well as State awards and, as a result, there is a single audit report entitled "Federal and State Awards Section". The auditors conducted this special audit in accordance with Governmental Auditing Standards issued by the Comptroller General of the United States. The audit resulted in no deficiencies in internal controls over financial reporting. **This is the best result the City could have received.**

Key notes from the September 30, 2015, CAFR:

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows as of September 30, 2015, by $129 million (net position). Of this amount, $102 million (79%) is net investment in capital asset and $20 million (16%) is restricted for a specific purpose. The remaining $6 million (5%) is unrestricted and

may be used to meet the City's ongoing obligations to citizens and creditors in accordance with the City's fund designation and fiscal policies.

- The City of Rowlett's net position of governmental activities increased by $3 million. Property tax revenues are higher over the prior year by $2 million as a result of higher assessed property values and a tax rate increase. Public works impact fees exceeded prior year collections by $1 million due to increased development during FY2015.
- Net position of the City's business type activities increased by $3 million. Water and sewer charges for services increased $2 million as a result of less stringent water restrictions in the current year. Water and sewer expenses also decreased by $0.8 million due to lower maintenance, repairs, and supplies costs.
- As of September 30, 2015, the City's governmental funds reported combined ending fund balances of $25 million, an increase of $9 million when compared to the prior year. This increase was primarily due to $14 million in net bond issuance and refunding activity sources and a $2 million increase in operating revenues. These increases were offset by additional spending of $6 million in capital outlay for fire equipment in the general fund, and various community development projects, repairs and capital improvements in the capital projects funds. Within this total, $18 million (72%) is restricted by specific legal requirements, $1 million (4%) is committed and assigned to specific types of expenditures, and $0.2 million (1%) is non-spendable prepaid and inventories. The remainder of the fund balance, $6 million (23%), constitutes unassigned and available fund balance in the general fund and can be used for any lawful purpose. This $6 million unassigned fund balance is approximately 15% of total general fund expenditures.
- The City's total debt for the fiscal year ended September 30, 2015, decreased $1 million as a result of an increase in governmental activities of $3 million due to a GO issue, a Tax Note issue, and a GO refunding, and a decrease in business type activities of $4 million due to a Water and Sewer refunding.
- GASB Statement No. 68 was implemented in fiscal year 2015, which records net pension assets and/or liabilities, deferred outflows and inflows of resources, as well as pension expenses and contributions. Implementation of this standard resulted in a restated prior year net position (current year beginning net position) $4.2 million less than originally reported. Governmental activities decreased $3.8 million while business type activities decreased $0.4 million.

The CAFR may be reviewed at the City's Library, the City Secretary's Office or it may be found on the City's website at www.rowlett.com.

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

There is no action required as this is presented for informational purposes.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
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AGENDA DATE: 03/01/16 **AGENDA ITEM**: 5C

TITLE
Hear a presentation on the first quarter investment report for December 31, 2015.

STAFF REPRESENTATIVE
Kim Galvin, Director of Finance

SUMMARY
In order for the City of Rowlett to comply with the State of Texas Public Funds Investment Act (PFIA), it has adopted an official Investment Policy. A requirement of this Policy is a quarterly report of the City's investment activity. Finance is pleased to report that the City continues to maintain its compliance with the requirement of the PFIA and the City's Investment Policy and that the City's pooled funds and long-term pooled fund portfolios are of high credit quality and invested in TexPool, U.S. Treasury, Federal Agency and high quality commercial paper securities.

The quarterly report is prepared by the City's financial advisor, PFM Asset Management, Inc. (PFM). Please note that the references are to calendar year; therefore, the fourth quarter is defined as September 1, 2015 through December 31, 2015 but really represents the City's first fiscal year quarter in 2016 (see Attachment 1).

BACKGROUND INFORMATION
Effective September 1, 1995, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, outlined authorized investments and fund management criteria for governmental entities. Among other criteria, an annual authorization and approval of the City's Investment Policy is required for compliance with the State of Texas PFIA. The investment policy will be presented to the City Council on March 15, 2016 for FY2016. The City's Investment Policy and Section 2256.023 of the Code requires that in conjunction with the Investment Officer(s), the City's Investment Advisor(s) shall provide quarterly investment reports on the City's short-term and long-term core investments to City Council. This agenda item is to fulfill the requirements of the PFIA and the City's Financial Investment Policies for the Quarter ending December 31, 2015.

DISCUSSION
As of December 31, 2015, approximately 25% of the City's investments were in U.S. Treasuries and Agency securities, 2% invested in commercial paper, 39% invested in a constant dollar pool, and the remaining 34% was cash held in operating bank accounts. The City's portfolio of Pooled Funds and Long-Term Pooled Funds are of high credit quality, rated AA+ and A-1+, and maintain adequate liquidity. The portfolios are invested entirely in Federal Agency, U.S. Treasury, and Commercial Paper securities. Nineteen percent (19%) of the City's holdings were in investments with a maturity of one year or more.

The Long Term Portfolio's quarterly total return performance of -0.27% outperformed the benchmark of -0.44%. Over the past year, the Portfolio earned 0.51%, versus 0.54% for the benchmark.

The Pooled Funds Portfolio continues to provide the City with favorable yield relative to the benchmark. At quarter end, the portfolio had a Yield to Maturity at Cost of 0.39%, exceeding the Yield of the TexPool benchmark by 13 basis points (0.13%).

Comments regarding the economy in general:
The Federal Open Market Committee (FOMC) increased the target federal funds rate by 25 basis points (bps) (0.25%) at its December meeting – its first rate hike since 2006. In doing so, the FOMC stressed its intention to normalize rates at a gradual pace. The new target range for the federal funds rate, as established by the FOMC, is 25 to 50 bps, ending the FOMC's seven-year "zero interest rate policy." Interest rates across the curve moved up significantly throughout the quarter, with the 10-year rising approximately 23 bps to 2.27% and the two-year moving almost 42 bps to 1.05%. On the shorter end, 12-month Treasury bills ticked up approximately 30 bps to 0.60%.

The calendar year ended with strong job growth momentum as the as the economy added 292,000 new jobs in December, bringing the 2015 tally to 2.65 million new jobs in total – enough to shrink the unemployment rate to 5%. Wage inflation edged up modestly, suggesting a chance for future inflation. Gross domestic product (GDP) expanded at a 2% rate, down from the last quarter due to a reduction in inventory accumulation. In a calendar year-end bipartisan negotiation, Congress passed a $1.1 trillion spending and tax budget, which also lifted the 40-year ban on U.S. crude oil exports. Global commodity prices continued to fall, increasing concerns over global growth and the sustainability of producers within the energy sector. Headlining this rout were oil prices, which continued to slide, sinking to less than $35 per barrel in December – the lowest level since February 2009.

In sector performance, U.S. Treasury benchmark returns were negative for all but the shortest maturities (six months and under), as rates rose across the curve. While the rate increase was less pronounced for longer maturities, their extended durations – and accompanying sensitivity to changes in rates – caused their performance to trail the greatest. Non-callable federal agency securities performed in line with comparable maturity treasuries while callable securities modestly outperformed as their incremental yield helped as rates rose. Corporate yield spreads reversed the prior quarter's widening, which helped the sector outperform government-related sectors; however, absolute return was still negative. A-rated issuers were the best-performing quality category. Mortgage-backed securities joined municipals as the lone sectors to produce positive performance for the quarter.

Portfolio Strategy:
Recent FOMC projections indicate that Committee members anticipate that three or four rate hikes may be appropriate in 2016 – projections that most market participants believe to be overstated. PFM believes that expectations for low inflation will limit this year's rate hikes to two

or three, and that short term yields will trend only modestly higher in the near term. We expect long-term rates to remain within modest ranges, resulting in further flattening of the yield curve. PFM also maintains the outlooks that the economy will continue to expand at a moderate pace in the intermediate term and will continue to monitor any spillover effect that the modest global growth and muted inflation may have on the U.S. economy. These factors will help justify the FOMC's stated intention to remain patient in the pace at which it raises the federal funds rate.

PFM will continue to navigate the market environment with a keen focus on relative value sector analysis, prudent duration management, and efficient yield curve placement. While producing strong investment returns remains a priority, it is secondary to maintaining safety and liquidity, particularly in the current environment where we expect yields to trend higher.

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

There is no action required as this is presented for informational purposes.

ATTACHMENT

Attachment 1 – Quarterly Investment Report for December 31, 2015

Attachment 1

City of Rowlett, Texas

Investment Performance Review
Quarter Ended December 31, 2015

Investment Advisors

Steven Alexander, CTP, CGFO, CPPT, Managing Director
Robert Cheddar, CFA, Chief Credit Officer, Managing Director
D. Scott Stitcher, CFA, Senior Managing Consultant
Richard Pengelly, CFA, CTP, Senior Managing Consultant
Rebecca Geyer, CTP, Senior Analyst

PFM Asset Management LLC

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Harrisburg, PA 17101-2044
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Orlando, FL 32801
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E. Asset Allocation Chart as of December 31, 2015

F. Investment Officer's Certification

Tab III. October 31, 2015 PFM Month-End Statement
November 30, 2015 PFM Month-End Statement
December 31, 2015 PFM Month-End Statement
(statements are available online at www.pfm.com)

Tab IV. October 31, 2015 TexPool Month End Statements
November 30, 2015 TexPool Month End Statements
December 31, 2015 TexPool Month End Statements

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities.

TAB I

Summary

- The Federal Open Market Committee (FOMC) increased the target federal funds rate by 25 basis points (bps) (0.25%) at its December meeting — its first rate hike since 2006. In doing so, the FOMC stressed its intention to normalize rates at a gradual pace.
- The year ended with strong job growth momentum as the economy added 292,000 new jobs in December. This brought the 2015 tally to 2.65 million new jobs in total — enough to shrink the unemployment rate to 5%. Wage inflation edged up modestly, suggesting a chance for future inflation.
- While the Federal Reserve (Fed) took the first step to normalize interest rates, other central banks have continued to implement accommodative monetary policies. The European Central Bank (ECB) extended its monetary easing policy through the first quarter of 2017 and cut its deposit rate further into negative territory (-0.3%). The Bank of Japan (BOJ) and People's Bank of China (PBOC) also remain accommodative.
- **Economic Snapshot**
- U.S. gross domestic product (GDP) expanded at a 2% rate in the third quarter, down from the second quarter due to a reduction in inventory accumulation.
- In a year-end bipartisan negotiation, Congress passed a $1.1 trillion spending and tax budget, which also lifted the 40-year ban on U.S. crude oil exports.
- Global commodity prices continued to fall, increasing concerns over global growth and the sustainability of producers within the energy sector. Headlining this rout were oil prices, which continued to slide, sinking to less than $35 per barrel in December — the lowest level since February 2009.
- China continued to allow the yuan to weaken, ending the year at its lowest level versus the U.S. dollar in nearly six years. The Chinese economy continued to slow — stoking market concern over the world's second-largest economy — though it is expected to meet its major economic targets for the year.

Interest Rates

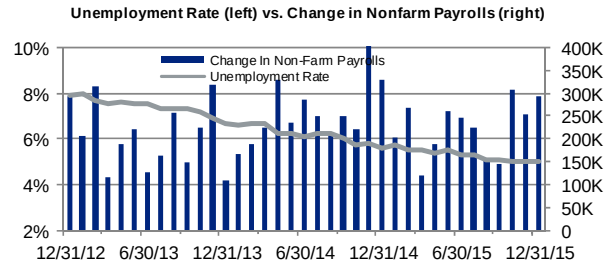
- The new target range for the federal funds rate, as established by the FOMC, is 25 to 50 bps, ending the FOMC's seven-year "zero interest rate policy."
- Interest rates across the curve moved up significantly throughout the quarter, with the 10-year rising approximately 23 bps to 2.27% and the two-year moving almost 42 bps to 1.05%.
- On the shorter end, 12-month Treasury bills ticked up approximately 30 bps to 0.60%.

Sector Performance

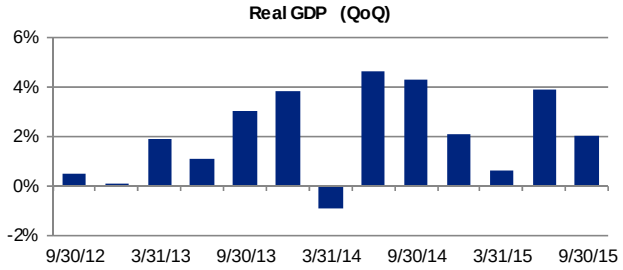
- U.S. Treasury benchmark returns were negative for all but the shortest maturities (six months and under), as rates rose across the curve. While the rate increase was less pronounced for longer maturities, their extended durations — and accompanying sensitivity to changes in rates — caused their performance to trail the greatest.
- Non-callable federal agency securities performed in line with comparable maturity Treasuries; callable securities modestly outperformed as their incremental yield helped as rates rose.
- Corporate yield spreads reversed the prior quarter's widening, which helped the sector to outperform government-related sectors; however, absolute return was still negative. A-rated issuers were the best-performing quality category.
- Mortgage-backed securities (MBS) were among the strongest-performing sectors in the fourth quarter, aided by slowly rising long-term rates, which helped to slow prepayments; this was particularly true for higher coupon issues. MBS joined municipals as the lone sectors to produce positive performance for the quarter.

Economic Snapshot

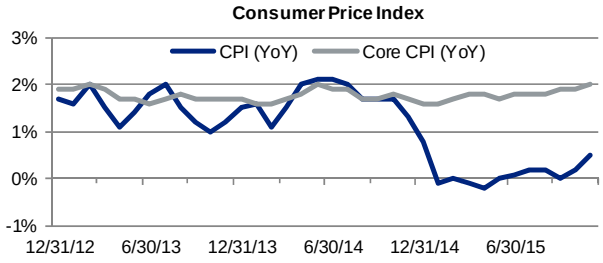
Labor Market		Latest	Sep 2015	Dec 2014
Unemployment Rate	Dec'15	5.0%	5.1%	5.6%
Change In Non-Farm Payrolls	Dec'15	292,000	145,000	329,000
Average Hourly Earnings (YoY)	Dec'15	2.5%	2.3%	1.8%
Personal Income (YoY)	Nov'15	4.4%	4.6%	5.2%
Initial Jobless Claims (week)	1/1/16	277,000	276,000	293,000



Growth				
Real GDP (QoQ SAAR)	2015Q3	2.0%	3.9%[1]	4.3%[2]
GDP Personal Consumption (QoQ SAAR)	2015Q3	3.0%	3.6%[1]	3.5%[2]
Retail Sales (YoY)	Nov'15	1.4%	2.2%	3.3%
ISM Manufacturing Survey (month)	Dec'15	48.2	50.2	55.1
Existing Home Sales SAAR (month)	Nov'15	4.76 mil.	5.55 mil.	5.07 mil.



Inflation / Prices				
Personal Consumption Expenditures (YoY)	Nov'15	0.4%	0.2%	0.8%
Consumer Price Index (YoY)	Nov'15	0.5%	0.0%	0.8%
Consumer Price Index Core (YoY)	Nov'15	2.0%	1.9%	1.6%
Crude Oil Futures (WTI, per barrel)	Dec 31	$37.04	$45.09	$53.27
Gold Futures (oz.)	Dec 31	$1,060	$1,116	$1,184

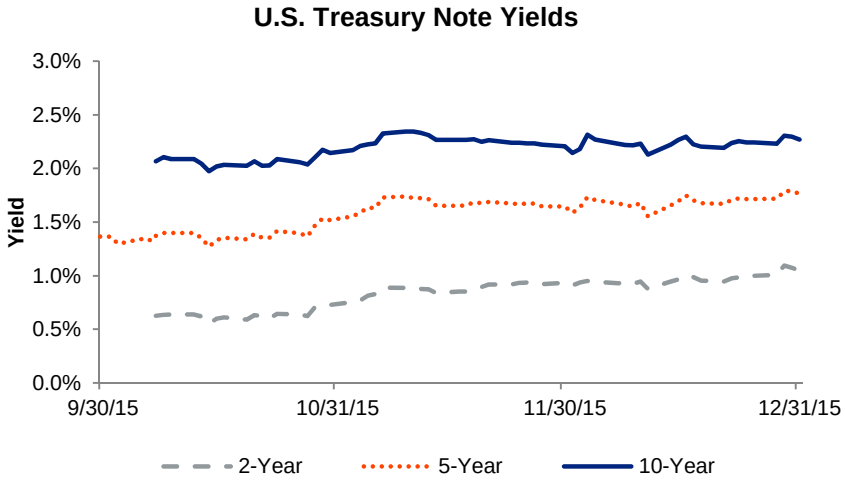


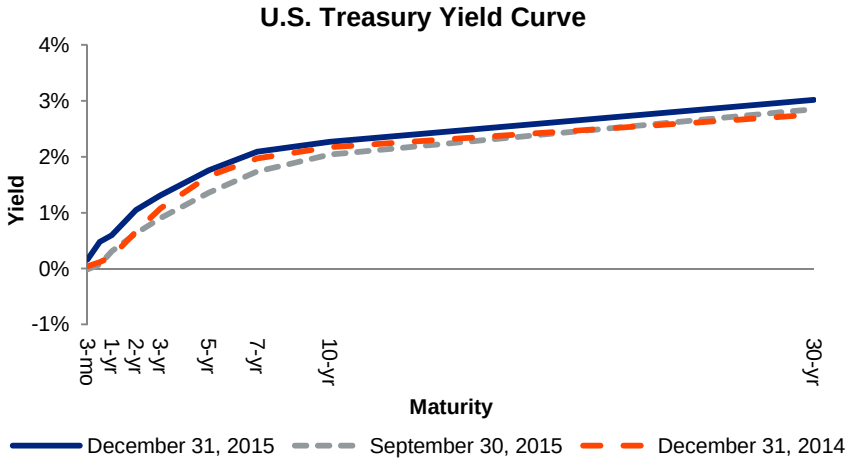
1. Data as of Second Quarter 2015 *2. Data as of Third Quarter 2014*

Note: YoY = year over year, QoQ = quarter over quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil

Source: Bloomberg

Investment Rate Overview

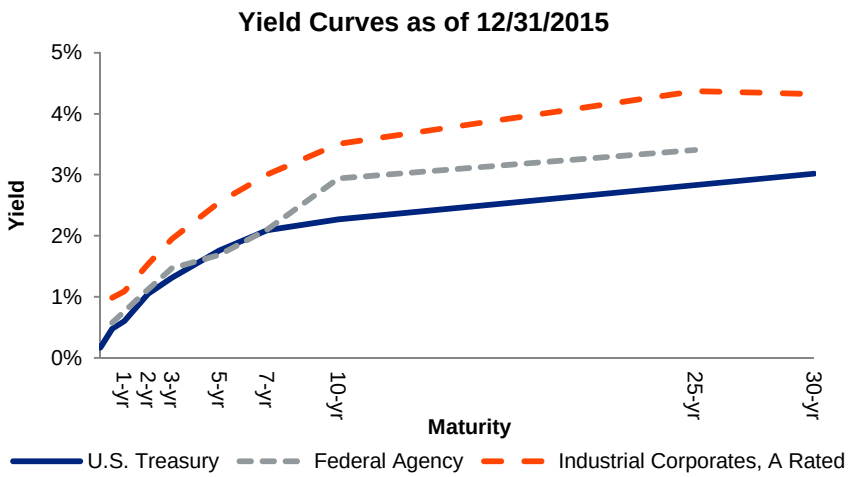




U.S. Treasury Yields

Maturity	12/31/15	9/30/15	Change over Quarter	12/31/14	Change over Year
3-month	0.17%	(0.02%)	0.19%	0.04%	0.13%
1-year	0.60%	0.31%	0.29%	0.22%	0.38%
2-year	1.05%	0.63%	0.42%	0.67%	0.38%
5-year	1.76%	1.36%	0.40%	1.65%	0.11%
10-year	2.27%	2.04%	0.23%	2.17%	0.10%
30-year	3.02%	2.85%	0.17%	2.75%	0.27%

Source: Bloomberg



BofA Merrill Lynch Index Returns

	As of 12/31/2015		Returns for Periods ended 12/31/2015		
	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.87	1.06%	(0.44%)	0.54%	0.51%
Federal Agency	1.73	1.14%	(0.37%)	0.69%	0.61%
U.S. Corporates, A-AAA rated	1.90	1.82%	(0.05%)	1.16%	1.22%
Agency MBS (0 to 3 years)	1.89	1.46%	0.98%	1.68%	1.20%
Municipals	1.84	0.96%	(0.08%)	0.76%	0.85%
1-5 Year Indices					
U.S. Treasury	2.70	1.29%	(0.66%)	0.98%	0.67%
Federal Agency	2.20	1.31%	(0.49%)	0.97%	0.76%
U.S. Corporates, A-AAA rated	2.71	2.13%	(0.16%)	1.52%	1.59%
Agency MBS (0 to 5 years)	3.35	2.23%	0.16%	1.22%	1.69%
Municipals	2.52	1.15%	0.08%	1.20%	1.24%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	6.19	1.77%	(0.93%)	0.83%	1.09%
Federal Agency	3.75	1.69%	(0.65%)	0.99%	1.05%
U.S. Corporates, A-AAA rated	6.64	3.08%	(0.09%)	0.67%	1.97%
Agency MBS (0 to 30 years)	4.53	2.63%	(0.06%)	1.46%	2.00%
Municipals	6.74	2.34%	1.72%	3.55%	3.35%

Returns for periods greater than one year are annualized

Source: BofA Merrill Lynch Indices

Disclosures

The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC (PFMAM) at the time of distribution and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFMAM cannot guarantee its accuracy, completeness, or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities. PFMAM is registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. PFMAM's clients are state and local governments, non-profit corporations, pension funds, and similar institutional investors. www.pfm.com.

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TAB II

Executive Summary

PORTFOLIO STRATEGY

- The City's Pooled Funds and Long Term Pooled Fund Portfolios are of high credit quality and invested in a bank account, TexPool, U.S. Treasury, Federal Agency, and high quality commercial paper securities.

- The Long Term Pooled Fund Portfolio's quarterly total return performance of -0.27%, outperformed the benchmark's performance of -0.44% by 0.17%. Over the last 12 months the Portfolio earned 0.51% versus 0.54% for the benchmark.

- The Pooled Funds Portfolio continues to provide the City with favorable yield relative to the benchmark. At quarter end, the portfolio had a Yield to Maturity at Cost of 0.39%, exceeding the Yield of its benchmark the TexPool by 13 basis points (0.13%).

- Ahead of the December FOMC meeting, market expectations were for an initial Fed Funds hike, supported by assurances that future policy changes would be gradual. Market reaction after the FOMC's announcement to raise the target range for the federal funds rate was relatively subdued, evidence that the action was in line with these expectations, a goal of the FOMC's effort to provide transparency to investors.

- Recent FOMC projections indicate that Committee members anticipate that three or four rate hikes may be appropriate in 2016 – projections that most market participants believe to be overstated. We believe that expectations for low inflation will limit this year's rate hikes to two or three, and that short term yields will trend only modestly higher in the near term. We expect long-term rates to remain within modest ranges, resulting in further flattening of the yield curve.

- We maintain the outlook that the economy will continue to expand at a moderate pace in the intermediate term. We will continue to monitor any spillover effect that modest global growth and muted inflation may have on the U.S. economy. These factors will help justify the FOMC's stated intention to remain patient in the pace at which it raises the federal funds rate.

- PFM will continue to navigate the market environment with a keen focus on relative value sector analysis, prudent duration management, and efficient yield curve placement. While producing strong investment returns remains a priority, it is secondary to maintaining safety and liquidity, particularly in the current environment where we expect yields to trend higher.

Summary Portfolio Statistics

Amortized Cost and Market Value Account Name	Amortized Cost[1,2,3] December 31, 2015	Amortized Cost[1,2,3] September 30, 2015	Market Value[1,2,3] December 31, 2015	Market Value[1,2,3] September 30, 2015	Duration (Years) December 31, 2015
Pooled Funds	**$1,099,332.66**	$2,197,493.24	**$1,099,247.60**	$2,197,620.70	**0.160**
Long Term Pooled Fund	**13,571,086.34**	13,611,068.76	**13,547,319.18**	13,653,862.15	**1.560**
TexPool	**20,997,478.29**	19,751,578.58	**20,997,478.29**	19,751,578.58	**0.003**
American National Bank of Texas	**18,762,830.89**	5,464,379.62	**18,762,830.89**	5,464,379.62	**0.003**
Total	**$54,430,728.18**	$41,024,520.20	**$54,406,875.96**	$41,067,441.05	**0.394**

Yields Account Name	Yield to Maturity at Cost[4] December 31, 2015	Yield to Maturity at Cost[4] September 30, 2015	Yield to Maturity at Market December 31, 2015	Yield to Maturity at Market September 30, 2015	Duration (Years) September 30, 2015
Pooled Funds	**0.39%**	0.39%	**0.43%**	0.33%	0.290
Long Term Pooled Fund	**0.88%**	0.78%	**0.99%**	0.56%	1.420
TexPool[5]	**0.26%**	0.09%	**0.26%**	0.09%	0.003
American National Bank of Texas	**0.00%**	0.00%	**0.00%**	0.00%	0.003
Weighted Average YTM	**0.33%**	0.32%	**0.36%**	0.24%	0.489

Monthly Interest earnings YTD[6, 7]

October 2015	**($1,755.19)**	April 2016	
November 2015	**($22,972.77)**	May 2016	
December 2015	**($7,350.21)**	June 2016	
January 2016		July 2016	
February 2016		August 2016	
March 2016		September 2016	

Total Fiscal Year Net Earnings **($32,078.17)**

Notes:

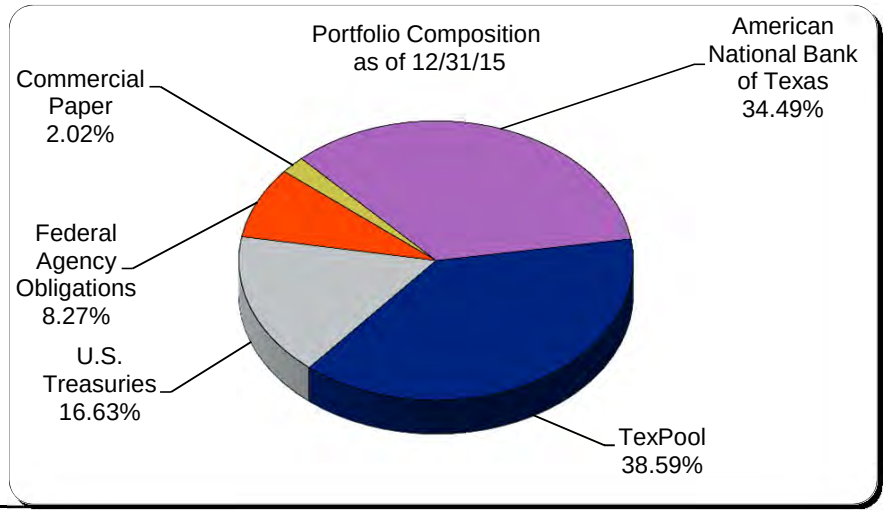
1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Excludes any money market fund/cash balances held in custodian account.
4. Past performance is not indicative of future results.
5. TexPool yield is obtained from www.texpool.com.
6. Earnings are calculated on a cash basis and are subject to the receipt of coupon payments, maturities within the portfolio, and money market fund balances.
7. Earnings are net of fees.

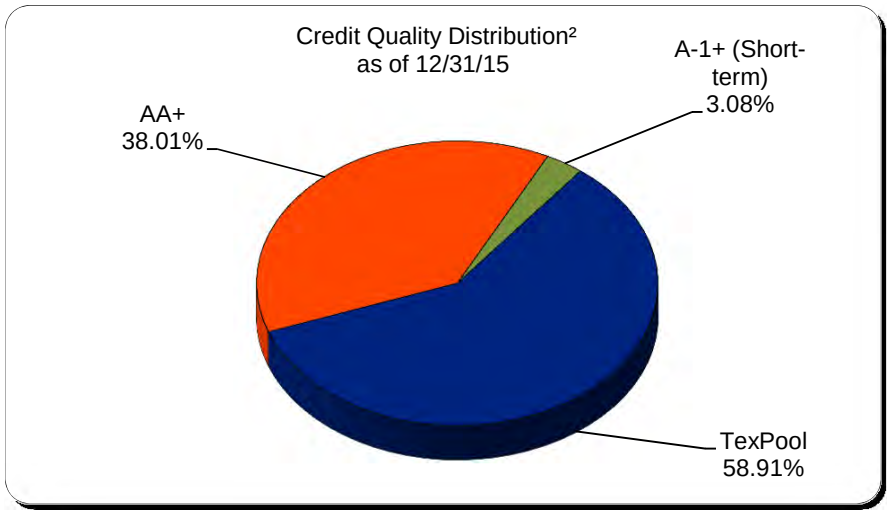
Summary Portfolio Amortized Cost and Market Value Analysis

CUSIP	DESCRIPTION	PAR	COUPON	MATURITY DATE	9/30/2015 ACCRUED INTEREST	9/30/2015 AMORTIZED COST	9/30/2015 MARKET VALUE	12/31/2015 ACCRUED INTEREST	12/31/2015 AMORTIZED COST	12/31/2015 MARKET VALUE	CHANGE IN MARKET VALUE
BANK/MONEY MARKET FUNDS											
TEXPOOL	TEXPOOL				$0.00	$19,751,578.58	$19,751,578.58	$0.00	$20,997,478.29	$20,997,478.29	6.31%
BANK ACCT	AMERICAN NATIONAL BANK OF TEXAS				0.00	5,464,379.62	5,464,379.62	0.00	18,762,830.89	18,762,830.89	243.37%
					$0.00	$25,215,958.20	$25,215,958.20	$0.00	$39,760,309.18	$39,760,309.18	57.68%
TOTAL					**$0.00**	**$25,215,958.20**	**$25,215,958.20**	**$0.00**	**$39,760,309.18**	**$39,760,309.18**	**57.68%**
POOLED FUNDS											
COMMERCIAL PAPER											
46640QUH2	JP MORGAN SECURITIES LLC COMM PAPER	1,300,000	0.000	07/17/15	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
06538CZ46	BANK OF TOKYO MITSUBISHI COMM PAPER	1,100,000	0.000	12/04/15	0.00	1,099,256.90	1,099,523.70	0.00	0.00	0.00	0.00%
89233GBS4	TOYOTA MOTOR CREDIT CORP COMM PAPER	1,100,000	0.000	02/26/16	0.00	1,098,236.34	1,098,097.00	0.00	1,099,332.66	1,099,247.60	0.10%
		$3,500,000			$0.00	$2,197,493.24	$2,197,620.70	$0.00	$1,099,332.66	$1,099,247.60	-49.98%
TOTAL		**$3,500,000**			**$0.00**	**$2,197,493.24**	**$2,197,620.70**	**$0.00**	**$1,099,332.66**	**$1,099,247.60**	**-49.980%**
LONG TERM POOLED FUND											
FED AGY BOND/NOTE											
3133834R9	FEDERAL HOME LOAN BANK GLOBAL NOTES	2,000,000	0.375	06/24/16	2,020.83	$1,997,158.06	$1,998,082.00	$0.00	$0.00	$0.00	0.00%
3137EADS5	FHLMC NOTES	2,000,000	0.875	10/14/16	8,118.06	2,001,248.56	2,008,570.00	3,743.06	2,000,948.02	2,001,478.00	-0.35%
3137EADU0	FHLMC REFERENCE NOTE	2,500,000	0.500	01/27/17	2,222.22	2,496,272.40	2,499,520.00	5,347.22	2,496,974.75	2,489,940.00	-0.38%
		$6,500,000			$12,361.11	$6,494,679.02	$6,506,172.00	$9,090.28	$4,497,922.77	$4,491,418.00	-30.97%
US TSY BOND/NOTE											
912828RU6	US TREASURY NOTES	$1,500,000	0.875	11/30/2016	$4,410.86	$1,502,106.51	$1,507,597.50	$765.03	$1,001,102.13	$1,000,586.00	-33.63%
912828SC5	US TREASURY NOTES	1,595,000	0.875	1/31/2017	2,351.32	1,595,800.16	1,603,265.29	5,840.39	1,595,650.63	1,595,124.41	-0.51%
912828WP1	US TREASURY NOTES	1,510,000	0.875	6/15/2017	3,898.77	1,509,325.23	1,517,334.07	613.70	1,509,424.01	1,508,348.06	-0.59%
912828UU2	US TREASURY NOTES	2,500,000	0.750	3/31/2018	51.23	2,486,084.55	2,496,420.00	4,764.34	2,487,471.60	2,477,637.50	-0.75%
912828UU2	US TREASURY NOTES	1,000,000	1.375	6/30/2018	0.00	0.00	0.00	37.77	1,006,381.89	1,003,945.00	0.00%
912828UU2	US TREASURY NOTES	1,450,000	1.250	11/30/2018	0.00	0.00	0.00	1,584.70	1,450,437.10	1,447,564.00	0.00%
		$3,095,000			$10,712.18	$7,093,316.45	$7,124,616.86	$13,605.93	$9,050,467.36	$9,033,204.97	26.79%
TOTAL		**$9,595,000**			**$23,073.29**	**$13,587,995.47**	**$13,630,788.86**	**$22,696.21**	**$13,548,390.13**	**$13,524,622.97**	**-0.779%**
TOTAL PORTFOLIO		**$13,095,000**			**$23,073.29**	**$41,001,446.91**	**$41,044,367.76**	**$22,696.21**	**$54,408,031.97**	**$54,384,179.75**	**32.50%**

Summary Portfolio Composition and Credit Quality Characteristics

Security Type[1]	December 31, 2015	% of Portfolio	September 30, 2015	% of Portfolio
U.S. Treasuries	**$9,046,810.90**	**16.6%**	$7,135,329.04	4.4%
Federal Agencies	**4,500,508.28**	**8.3%**	6,518,533.11	49.1%
Commercial Paper	**1,099,247.60**	**2.0%**	2,197,620.70	0.0%
Certificates of Deposit	**0.00**	**0.0%**	0.00	0.0%
Bankers Acceptances	**0.00**	**0.0%**	0.00	0.0%
Repurchase Agreements	**0.00**	**0.0%**	0.00	0.0%
Municipal Obligations	**0.00**	**0.0%**	0.00	0.0%
Corporate Notes/Bonds	**0.00**	**0.0%**	0.00	0.0%
American National Bank of Texas	**18,762,830.89**	**34.49%**	5,464,379.62	0.0%
TexPool	**20,997,478.29**	**38.6%**	19,751,578.58	46.5%
Totals	**$54,406,875.96**	**100.0%**	$41,067,441.05	100.0%



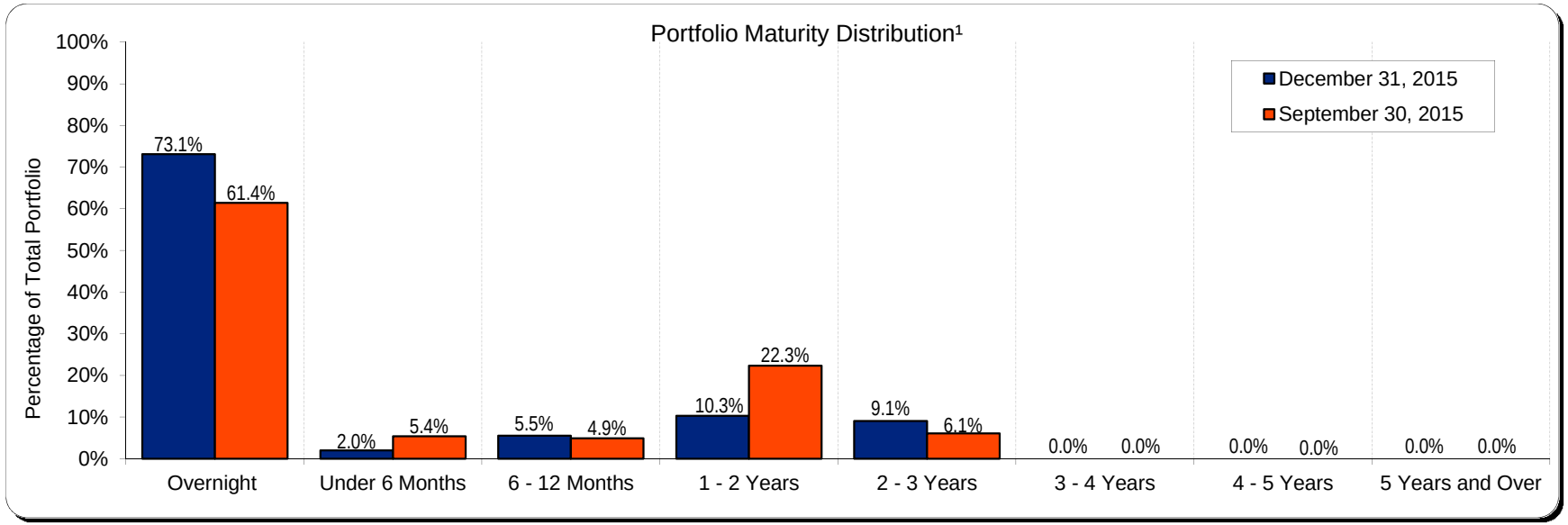


Notes:

1. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio, exclusive of money market fund, bank or LGIP. Standard & Poor's is the source of the credit ratings.

Summary Portfolio Maturity Distribution

Maturity Distribution[1]	December 31, 2015	September 30, 2015
Overnight (Money Market Fund)	**$39,760,309.18**	$25,215,958.20
Under 6 Months	**1,099,247.60**	2,197,620.70
6 - 12 Months	**3,006,572.09**	2,000,102.83
1 - 2 Years	**5,605,213.78**	9,157,288.09
2 - 3 Years	**4,935,533.31**	2,496,471.23
3 - 4 Years	**0.00**	0.00
4 - 5 Years	**0.00**	0.00
5 Years and Over	**0.00**	0.00
Totals	**$54,406,875.96**	$41,067,441.05



Notes:

1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

Summary Portfolio General Ledger Entries[1]

Earnings Calculation

10/31/2015	Market Value Basis	Source Document
October Market Value	35,081,686.01	1 Account Summary Page
October Accrued Interest	22,442.84	2 Account Summary Page
Less (Purchases & Deposits)	(512,127.62)	3 Security Transactions & Interest
Less Purchased Interest		4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)	1,000,000.00	5 Security Transactions & Interest
Add Interest Receipts	10,379.11	6 Security Transactions & Interest
Less September Market Value	(35,579,988.14)	7 Account Summary Page
Less September Accrued Interest	(23,073.29)	8 Account Summary Page
Earnings	(681.09)	

Change in Investment Market Value	**(498,302.13)**	(1 - 7)
Change in Accrued Interest	**(630.45)**	(2 - 8)
Change in Cash	**498,251.49**	(sum 3 thru 6)

Investment Entries

To Record Investment Activity	Debit	Credit	Source Document
Cash	487,872.38		Security Transactions & Interest
Investments		498,302.13	Amortization/Accretion
Investment Income	10,429.75		Earnings
To record investment income/changes			
Cash	10,379.11		Security Transactions & Interest
Accrued Interest		630.45	Accrued Interest Difference
Investment Income		9,748.66	Earnings
To record interest income/changes			

Notes:

1. Earnings are calculated using Market Value. This includes unrealized gains and losses, and income.

Summary Portfolio General Ledger Entries[1]

Earnings Calculation

11/30/2015	Market Value Basis	Source Document
November Market Value	33,113,321.44	1 Account Summary Page
November Accrued Interest	26,359.59	2 Account Summary Page
Less (Purchases & Deposits)	(5,476,106.47)	3 Security Transactions & Interest
Less Purchased Interest	(13,736.58)	4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)	7,413,784.63	5 Security Transactions & Interest
Add Interest Receipts	20,201.49	6 Security Transactions & Interest
Less October Market Value	(35,083,315.12)	7 Account Summary Page
Less October Accrued Interest	(22,442.84)	8 Account Summary Page
Earnings	(21,933.86)	

Change in Investment Market Value	**-1,969,993.68**	(1 - 7)
Change in Accrued Interest	**3,916.75**	(2 - 8)
Change in Cash	**1,944,143.07**	(sum 3 thru 6)

Investment Entries

To Record Investment Activity	Debit	Credit	Source Document
Cash	1,937,678.16		Security Transactions & Interest
Investments		1,969,993.68	Amortization/Accretion
Investment Income	32,315.52		Earnings
	To record investment income/changes		
Cash	6,464.91		Security Transactions & Interest
Accrued Interest	3,916.75		Accrued Interest Difference
Investment Income		10,381.66	Earnings
	To record interest income/changes		

Notes:

1. Earnings are calculated using Market Value. This includes unrealized gains and losses, and income.

Summary Portfolio General Ledger Entries[1]

Earnings Calculation

12/31/2015	Market Value Basis	Source Document
December Market Value	35,618,497.03	1 Account Summary Page
December Accrued Interest	22,696.21	2 Account Summary Page
Less (Purchases & Deposits)	(3,622,483.67)	3 Security Transactions & Interest
Less Purchased Interest		4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)	1,100,000.00	5 Security Transactions & Interest
Add Interest Receipts	16,333.08	6 Security Transactions & Interest
Less November Market Value	(33,115,028.95)	7 Account Summary Page
Less November Accrued Interest	(26,359.59)	8 Account Summary Page
Earnings	(6,345.89)	

Change in Investment Market Value	**2,503,468.08**	(1 - 7)
Change in Accrued Interest	**(3,663.38)**	(2 - 8)
Change in Cash	**(2,506,150.59)**	(sum 3 thru 6)

Investment Entries

To Record Investment Activity	Debit	Credit	Source Document
Cash		2,522,483.67	Security Transactions & Interest
Investments	2,503,468.08		Amortization/Accretion
Investment Income	19,015.59		Earnings
	To record investment income/changes		
Cash	16,333.08		Security Transactions & Interest
Accrued Interest		3,663.38	Accrued Interest Difference
Investment Income		12,669.70	Earnings
	To record interest income/changes		

Notes:

1. Earnings are calculated using Market Value. This includes unrealized gains and losses, and income.

Pooled Funds Portfolio Statistics

Account Name	Amortized Cost[1,2,3] December 31, 2015	Amortized Cost[1,2,3] September 30, 2015	Market Value[1,2,3] December 31, 2015	Market Value[1,2,3] September 30, 2015	Duration (Years) December 31, 2015
Pooled Funds	**$1,099,332.66**	$2,197,493.24	**$1,099,247.60**	$2,197,620.70	**0.16**

Account Name	Yield to Maturity at Cost[4] December 31, 2015	Yield to Maturity at Cost[4] September 30, 2015	Yield to Maturity at Market December 31, 2015	Yield to Maturity at Market September 30, 2015	Duration (Years) September 30, 2015
Pooled Funds	**0.39%**	0.39%	**0.43%**	0.33%	0.29

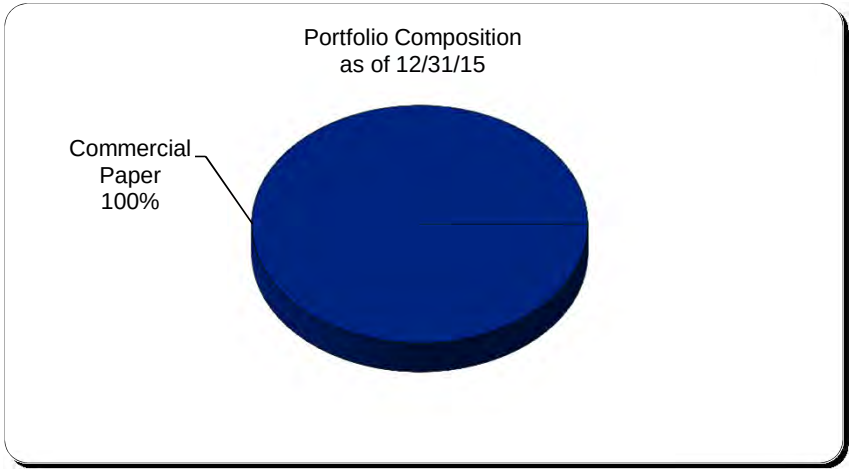
Benchmarks[5]	December 31, 2015	September 30, 2015
TexPool[6]	**0.26%**	0.09%

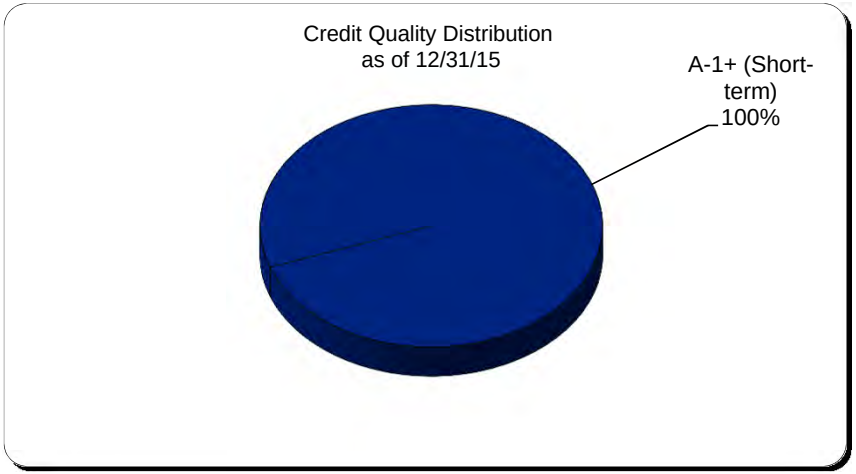
Notes:

1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Excludes any money market fund/cash balances held in custodian account.
4. Past performance is not indicative of future results.
5. Yields presented on an annualized basis as of December 31, 2015.
6. TexPool yield is obtained from www.texpool.com.

Pooled Funds Portfolio Composition and Credit Quality Characteristics

Security Type[1]	December 31, 2015	% of Portfolio	September 30, 2015	% of Portfolio
U.S. Treasuries	**$0.00**	**0.00%**	$0.00	0.00%
Federal Agencies	**0.00**	**0.00%**	0.00	0.00%
Commercial Paper	**1,099,247.60**	**100.00%**	2,197,620.70	100.00%
Certificates of Deposit	**0.00**	**0.00%**	0.00	0.00%
Bankers Acceptances	**0.00**	**0.00%**	0.00	0.00%
Repurchase Agreements	**0.00**	**0.00%**	0.00	0.00%
Municipal Obligations	**0.00**	**0.00%**	0.00	0.00%
Corporate Notes/Bonds	**0.00**	**0.00%**	0.00	0.00%
Mortgage Backed	**0.00**	**0.00%**	0.00	0.00%
Money Market Fund/Cash	**0.00**	**0.00%**	0.00	0.00%
Totals	**$1,099,247.60**	**100.00%**	$2,197,620.70	100.00%



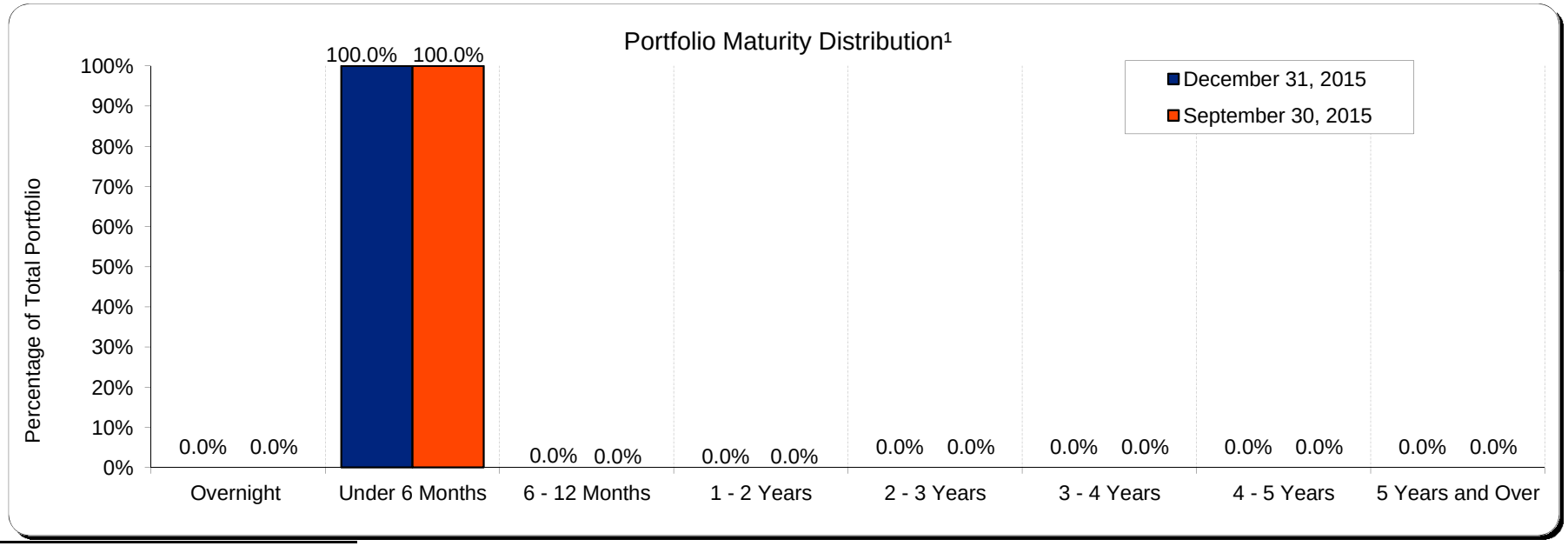


Notes:

1. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio, exclusive of money market fund/LGIP. Standard & Poor's is the source of the credit ratings.

Pooled Funds Portfolio Maturity Distribution

Maturity Distribution[1]	December 31, 2015	September 30, 2015
Overnight (Money Market Fund)	**$0.00**	$0.00
Under 6 Months	**1,099,247.60**	2,197,620.70
6 - 12 Months	**0.00**	0.00
1 - 2 Years	**0.00**	0.00
2 - 3 Years	**0.00**	0.00
3 - 4 Years	**0.00**	0.00
4 - 5 Years	**0.00**	0.00
5 Years and Over	**0.00**	0.00
Totals	**$1,099,247.60**	$2,197,620.70



Notes:

1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

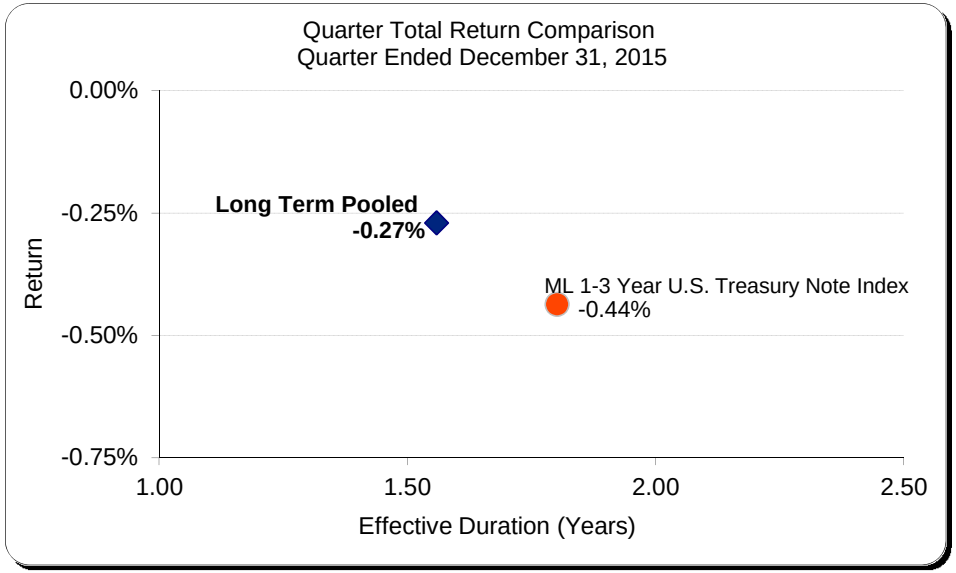
Long Term Pooled Fund Portfolio Performance

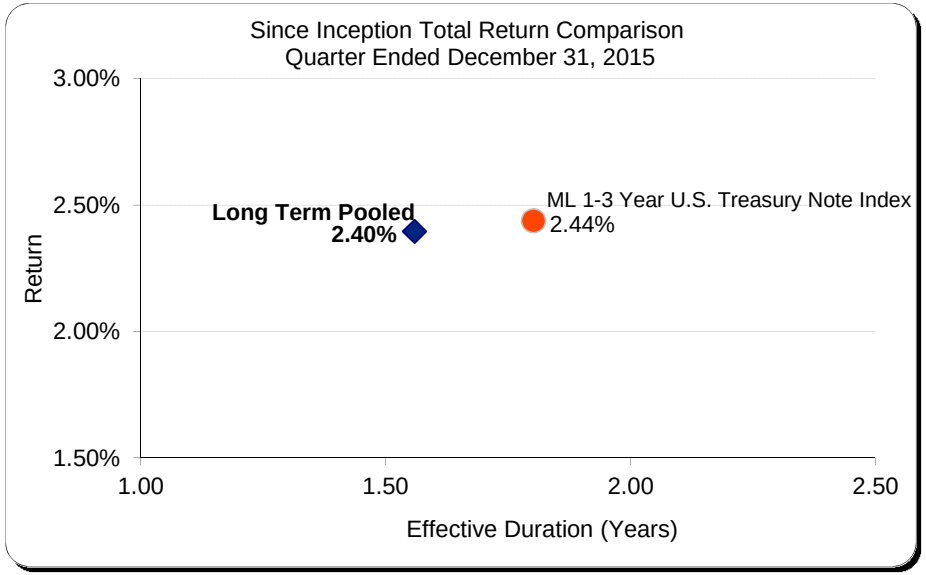
Total Portfolio Value[1]	December 31, 2015	September 30, 2015
Market Value	**$13,547,319.18**	$13,653,862.15
Amortized Cost	**$13,571,086.34**	$13,611,068.76

Total Return[2,3,4,5]	Quarterly Return December 31, 2015	Last 12 Months	Last 2 Years	Last 5 Years	Last 7 Years	Since Inception June 30, 2006
Long Term Pooled Fund	**-0.27%**	**0.51%**	**0.59%**	**0.66%**	**1.00%**	**2.40%**
Merrill Lynch 1-3 Year U.S. Treasury Note Index	-0.44%	**0.54%**	**0.58%**	0.70%	0.95%	2.44%

Effective Duration(Years)[4,5]	December 31, 2015	September 30, 2015
Long Term Pooled Fund	**1.56**	**1.42**
Merrill Lynch 1-3 Year U.S. Treasury Note Index	1.80	1.79
Portfolio Duration % of Benchmark Duration	87%	80%

Yields	December 31, 2015	September 30, 2015
Yield at Market	**0.99%**	0.56%
Yield at Cost	**0.88%**	0.78%



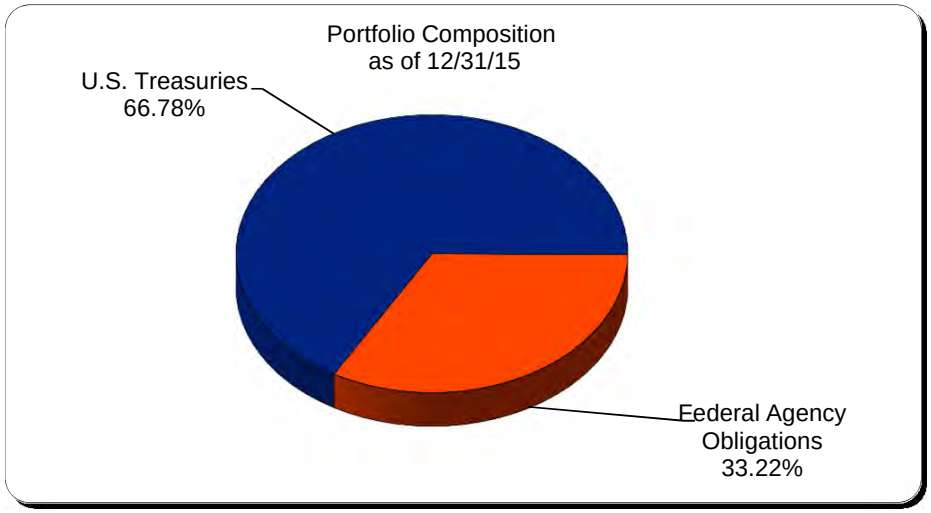


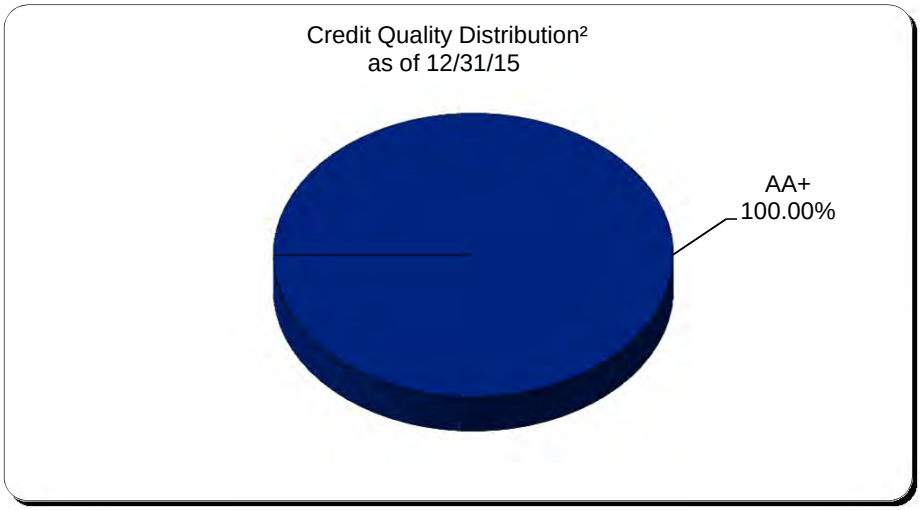
Notes:

1. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Performance on trade date basis, gross (i.e., before fees), is in accordance with The CFA Institute's Global Investment Performance Standards (GIPS). Quarterly returns are presented on an unannualized basis. Returns presented for 12 months or longer are presented on an annual basis. Past performance is not indicative of future results.
3. Since Inception the benchmark has been the Merrill Lynch 1-3 Year U.S. Treasury Note.
4. Merrill Lynch Indices provided by Bloomberg Financial Markets.
5. Excludes money market fund/cash in performance and duration computations.

Long Term Pooled Fund Portfolio Composition and Credit Quality Characteristics

Security Type[1]	December 31, 2015	% of Portfolio	September 30, 2015	% of Portfolio
U.S. Treasuries	**$9,046,810.90**	**66.8%**	$7,135,329.04	52.3%
Federal Agencies	**4,500,508.28**	**33.2%**	6,518,533.11	47.7%
Commercial Paper	**0.00**	**0.0%**	0.00	0.0%
Certificates of Deposit	**0.00**	**0.0%**	0.00	0.0%
Bankers Acceptances	**0.00**	**0.0%**	0.00	0.0%
Repurchase Agreements	**0.00**	**0.0%**	0.00	0.0%
Municipal Obligations	**0.00**	**0.0%**	0.00	0.0%
Corporate Notes/Bonds	**0.00**	**0.0%**	0.00	0.0%
Mortgage Backed	**0.00**	**0.0%**	0.00	0.0%
Money Market Fund/Cash	**0.00**	**0.0%**	0.00	0.0%
Totals	**$13,547,319.18**	**100.0%**	$13,653,862.15	100.0%



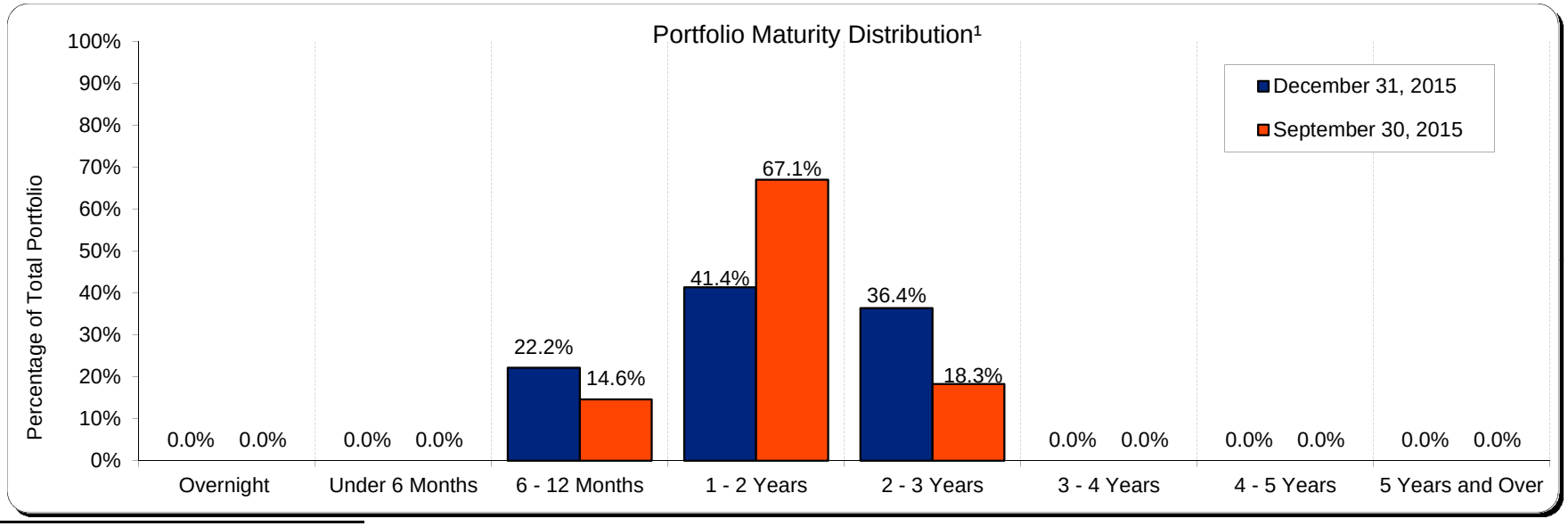


Notes:

1. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio, exclusive of money market fund/LGIP. Standard & Poor's is the source of the credit ratings.

Long Term Pooled Fund Portfolio Maturity Distribution

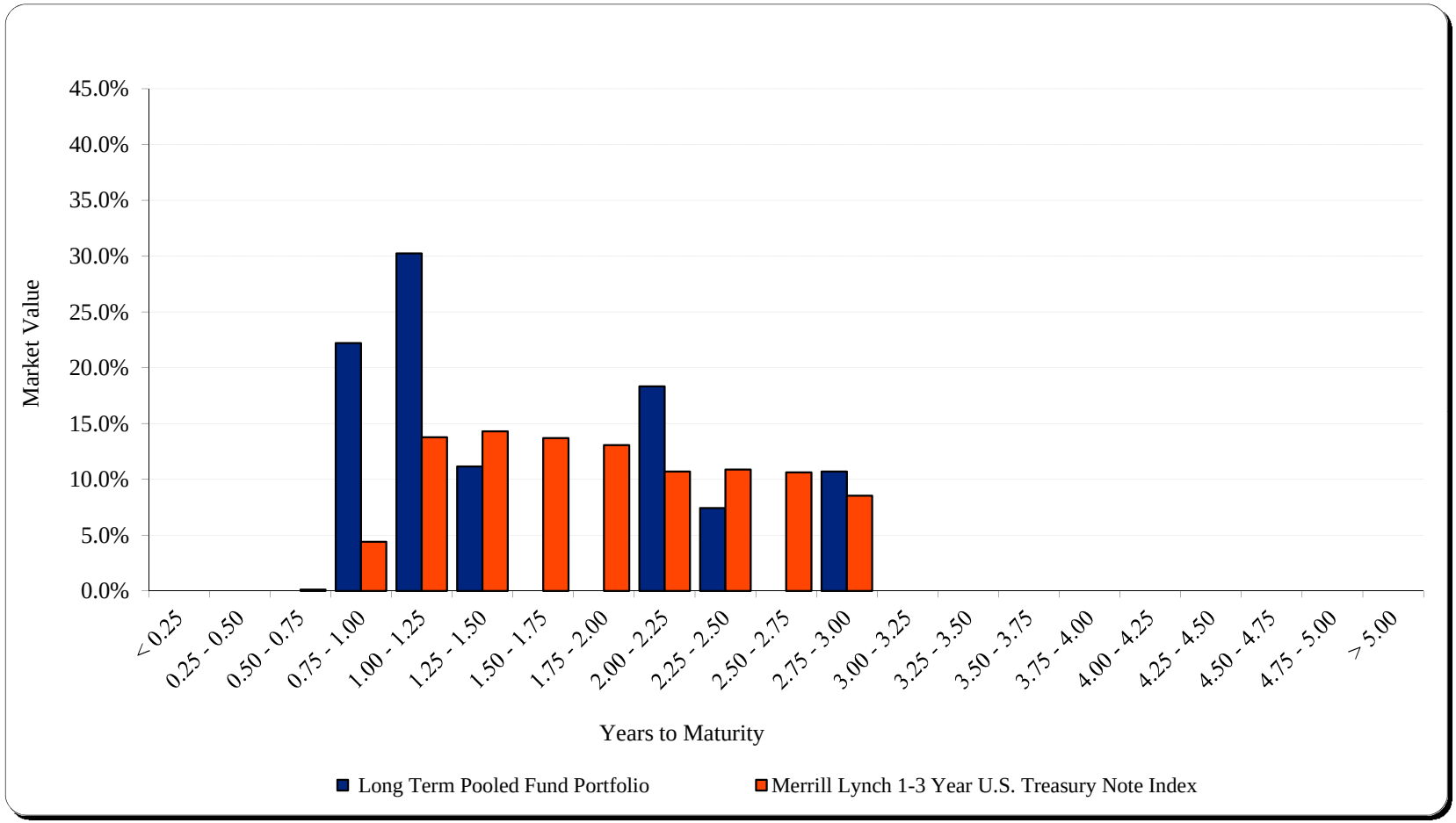
Maturity Distribution[1]	December 31, 2015	September 30, 2015
Overnight (Money Market Fund)	**$0.00**	$0.00
Under 6 Months	**0.00**	0.00
6 - 12 Months	**3,006,572.09**	2,000,102.83
1 - 2 Years	**5,605,213.78**	9,157,288.09
2 - 3 Years	**4,935,533.31**	2,496,471.23
3 - 4 Years	**0.00**	0.00
4 - 5 Years	**0.00**	0.00
5 Years and Over	**0.00**	0.00
Totals	**$13,547,319.18**	$13,653,862.15



Notes:

1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

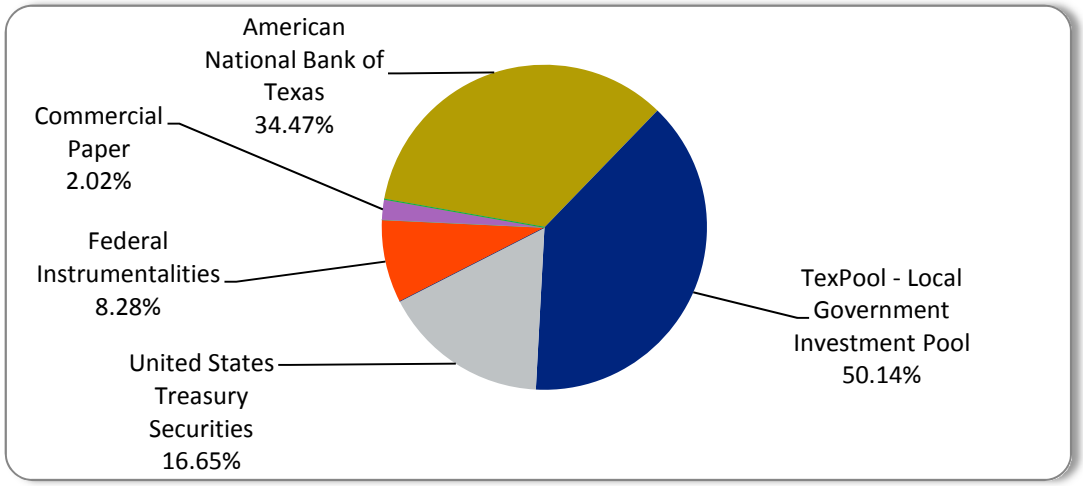
Long Term Pooled Fund Portfolio Maturity Distribution versus the Benchmark[1]



Notes:

1. Due to the nature of the security, Mortgage-Backed Securities are represented based on their average life maturity rather than their final maturity.

City of Rowlett, Texas — Asset Allocation as of December 31, 2015



Security Type[1]	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
American National Bank of Texas	18,762,830.89	34.47%		**100%**	YES
TexPool - Local Government Investment Pool	20,997,478.29	38.58%		**100%**	YES
United States Treasury Securities	9,064,073.29	16.65%		**100%**	YES
United States Government Agency Securities	-	0.00%		**100%**	YES
Federal Instrumentalities	4,507,013.05	8.28%	2	**100%**	YES
Mortgage-Backed Securities	-	0.00%	2,3	**20%**	YES
Certificates of Deposit	-	0.00%		**20%**	YES
Repurchase Agreements	-	0.00%		**20%**	YES
Commercial Paper	1,099,332.66	2.02%		**25%**	YES
Corporate Notes TLGP - FDIC Insured	-	0.00%		**50%**	YES
Bankers' Acceptances	-	0.00%		**25%**	YES
State and/or Local Government Debt	-	0.00%		**25%**	YES
Fixed Income Money Market Mutual Funds	-	0.00%		**50%**	YES

Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.
2. The combined total of Federal Instrumentalities and Mortgage Backed Securities can not be more than 100%. The combined total as of December 31, 2015 is 8.28%.
3. The Investment Policy does allow for Government and Federal Agency mortgage backed securities (MBS'). Which is limited to GNMA, FHLMC, and FNMA mortgage backed securities. GNMA securities have the full faith and credit of the United States Treasury. As of September 6, 2008, FHLMC and FNMA have been under conservatorship with the United States Treasury. PFM has imposed an internal maximum allocation limit of 20% in MBS'. PFM will notify the City prior to adding MBS' to the portfolio.

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City of Rowlett, Texas — Asset Allocation as of December 31, 2015

Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Government National Mortgage Association (GNMA)	-	0.00%		**40%**	YES
Federal Farm Credit Bank (FFCB)	-	0.00%		**40%**	YES
Federal Home Loan Bank (FHLB)	-	0.00%		**40%**	YES
Federal National Mortgage Association (FNMA)	-	0.00%		**40%**	YES
Federal Home Loan Mortgage Corporation (FHLMC)	4,507,013.05	8.28%		**40%**	YES
Toyota Motor Corporation Commercial Paper	1,099,332.66	2.02%		**5%**	YES

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Investment Officer's Certification

This report is prepared for City of Rowlett (the "City") in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report which covers the month ended December 31, 2015, is signed by the City's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the City's approved Investment Policy and Strategy throughout the month. All investment transactions made in the City's portfolio during this month were made on behalf of the City and were made in full compliance with the PFIA and the City's approved Investment Policy.

Kim Galvin, CGFO, MPA, Director of Financial Services

Wendy Badgett, Assistant Director of Financial Services

TAB III

Insert Month End Statement here to complete the report.

In consideration of the safety and security of our client's sensitive information, PFM Asset Management's compliance department does not allow the inclusion of month end statements in any electronic communication including this version of the quarterly performance report.

Statements are available online at **www.pfm.com** login and click on the link to "Monthly Statements" on the left side of the screen.

The most current statements are always available to the client online, however they can only be accessed with the designated username and password.

TAB IV

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/01/16 **AGENDA ITEM**: 5D

TITLE

Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/01/16 **AGENDA ITEM**: 7A

TITLE

Consider action to approve minutes from the February 10, 2016 City Council Special Meeting and the February 16, 2016 City Council Regular Meeting.

STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

SUMMARY

Section 551.021 of the Government Code provides as follows:

(a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

(b) The minutes must:
   (1) state the subject of each deliberation; and
   (2) indicate each vote, order, decisions or other action taken.

RECOMMENDED ACTION

Move to approve, amend or correct the minutes for the February 10, 2016 City Council Special Meeting and the February 16, 2016 City Council Regular Meeting.

ATTACHMENTS

02-10-16 City Council Special Meeting Minutes
02-16-16 City Council Regular Meeting Minutes

City of Rowlett

Special Meeting Minutes

City Council

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at 972-412-6115 or write 4000 Main Street, Rowlett, Texas, 75088, at least 48 hours in advance of the meeting.

Wednesday, February 10, 2016 | **6:00 P.M.** | **Municipal Building – 4000 Main Street**

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

Council Present: **Mayor Gottel, Mayor Pro Tem Gallops, Deputy Mayor Pro Tem Dana-Bashian, Councilmember Pankratz, Councilmember Bobbitt, Councilmember Sheffield and Councilmember van Bloemendaal**

1. CALL TO ORDER

Mayor Gottel called the meeting to order at 6:05 p.m.

2. WORK SESSION (6:00 P.M.)

2A. Discuss zoning and building regulations related to nonconformities and vested rights. (90 minutes)

Marc Kurbansade, Director of Development Services, reviewed the options that are available: 1) retain current policy; 2) remove the 50% damage threshold citywide for single-family only; or 3) remove 50% damage threshold only in tornado area and only for single-family.

Council discussion regarding ownership of property and application of policy, insurance policy coverages versus rebuild and current zoning costs. Members of the Planning and Zoning Commission and Board of Adjustment made additional comments.

After further discussion, it was the consensus of Council to address option three with a time limit of 36 months. This item will be presented to Council at a future meeting for consideration and action.

Council took a short break from 7:38 to 7:43 p.m.

2B. Discuss proposed contracts for disaster debris removal and monitoring services. (45 minutes)

Jim Proce, Assistant City Manager, presented the process by which the contracts were vetted. He outlined the specifics of the annual contract as well as the incident specific contract. He provided background information on the two vendors to whom staff is recommending award of contracts. He then reviewed the next steps after award of contracts.

3. CONSENT AGENDA

3A. Consider action to approve a resolution authorizing the City Manager to negotiate and execute a contract for annual disaster debris removal, reduction, disposal and other emergency debris related services.

This item was approved as RES-036-16 on the Consent Agenda.

3B. Consider action to approve a resolution authorizing the City Manager to negotiate and execute a contract for annual disaster debris monitoring and consulting services.

This item was approved as RES-037-16 on the Consent Agenda.

3C. Consider action to approve a resolution authorizing the City Manager to negotiate and execute a contract for disaster debris removal, reduction, disposal and other emergency debris related services for the December 26, 2015, Tornado Event for an amount not to exceed $6,000,000.

This item was approved as RES-038-16 on the Consent Agenda.

3D. Consider action to approve a resolution authorizing the City Manager to negotiate and execute a contract for emergency debris monitoring and consulting services for the December 26, 2015, Tornado Event for an amount not to exceed $2,000,000.

This item was approved as RES-039-16 on the Consent Agenda.

Passed the Consent Agenda

A motion was made by Mayor Pro Tem Gallops, seconded by Deputy Mayor Pro Tem Dana-Bashian, including all the preceding items marked as having been approved on the Consent Agenda. The motion carried with a unanimous vote of those members present.

4. ADJOURNMENT

Mayor Gottel adjourned the meeting at 8:13 p.m.

City of Rowlett

Meeting Minutes

City Council

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at 972-412-6115 or write 4000 Main Street, Rowlett, Texas, 75088, at least 48 hours in advance of the meeting.

Tuesday, February 16, 2016 **6:00 P.M.** **Municipal Building – 4000 Main Street**

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

Present: Mayor Gottel, Mayor Pro Tem Gallops, Deputy Mayor Pro Tem Dana-Bashian, Councilmember Pankratz, Councilmember van Bloemendaal, Councilmember Bobbitt, and Councilmember Sheffield

1. CALL TO ORDER

Mayor Gottel called the meeting to order at 6:00 p.m.

2. EXECUTIVE SESSION

3. WORK SESSION (6:00 P.M.) * Times listed are approximate.

3A. Discuss an amendment to Chapter 50 to include restrictions on all scavenging of trash, debris and recycling. (15 minutes)

Maria Martinez, Community Services Manager, reviewed the requested addition. After further discussion, the item was pulled from the Consent Agenda for Individual Consideration so that suggested changes could be made.

3B. Update on Kids Kingdom build and budget status. (30 minutes)

Angie Smith, Interim Director of Parks and Recreation, along with Jim Proce, Assistant City Manager, provided an update with a calendar of completion and review of original funding the project. They discussed the overages for the project – causes and resolution. Staff provided an explanation of the Park Pro Rata Fund and where funds from Parks operating budget could be used. Other fundraising opportunities were discussed through business donations and sponsorship possibilities.

3C. Discuss an opportunity to secure Green Ribbon Project funding through TxDOT for landscaping enhancements along Lakeview Parkway (SH 66) corridor in conjunction with Keep Rowlett

Beautiful, Inc. (KRB) projects and the planned entrance feature for Downtown Rowlett at Martin Drive and Lakeview Parkway. (30 minutes)

Jim Grabenhorst, Director of Economic Development, along with Brad Moulton of la terra studio, presented the proposal. After further discussion, it was the consensus of Council to proceed with pursuing proposed funding opportunity.

4. DISCUSS CONSENT AGENDA ITEMS

Councilmembers asked for clarification of items 7H and 7D.

Council took a short break at 7:30 p.m.

CONVENE INTO THE COUNCIL CHAMBERS (7:30 P.M.)*

Council reconvened at 7:35 p.m.

INVOCATION – Steven Leatherwood, Chaplain Rowlett Fire Rescue/Rowlett Police Department

PLEDGE OF ALLEGIANCE
TEXAS PLEDGE OF ALLEGIANCE – Led by the City Council

5. PRESENTATIONS AND PROCLAMATIONS

5A. Hear presentation of the Monthly Financial report for the period ending December 31, 2015.

Kim Galvin, Director of Financial Services, presented the report.

5B. Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

Mayor Pro Tem Gallops announced the following:
INFORMATION ABOUT THE TORNADO CAN BE FOUND ON THE MAIN PAGE OF THE CITY'S WEBSITE AT www.rowlett.com CLICK ON "VIEW ALL" AT THE BOTTOM OF THE "ROWLETT NEWS SECTION" TO SEE ALL INFORMATION POSTED ON OUR WEBSITE

HELP REVERSE THE FEMA INDIVIDUAL ASSISTANCE (IA) DENIAL!

- PLEASE COMPLETE THE DECEMBER TORNADO DAMAGES AND INSURANCE SURVEY TODAY!
- GOVERNOR ABBOTT HAS 30 DAYS TO APPEAL THIS DECISION
- EVEN IF YOU'VE ALREADY FILLED OUT THE SURVEY EARLIER IN THE YEAR, WE NEED YOU TO COMPLETE THIS SURVEY TOO
- IF YOU SUFFERED PROPERTY OR VEHICLE DAMAGE OR WER INJURED AS A RESULT OF THE TORNADO, PLEASE COMPLETE THE SURVEY
- YOUR PARTICIPATION IS EXTREMELY IMPORTANT AND MAY HELP REVERSE THE IA DENIAL
- SURVEY IS LOCATED AT https://www.research.net/r/DECTORNADO
- SHARE WITH ANYONE THAT MAY HAVE BEEN AFFECTED BY THE DECEMBER 26 TORNADO

CROWDER GULF NOW REMOVING TORNADO DEBRIS

- ON MONDAY, FEBRUARY 15TH, CROWDER GULF – A DISASTER DEBRIS REMOVAL CONTRACTOR – BEGAN THEIR FIRST PASS THROUGH THE AREAS, WHICH WILL TAKE APPROXIMATELY 30 DAYS
- THEIR TRUCKS ARE VERY LARGE HOLDING 150 CUBIC YARDS OF DEBRIS – 10-12 TIMES THE AMOUNT OF THE CITY TRUCKS
- BE AWARE OF TEMPORARY ROAD CLOSURES IN NEIGHBORHOODS FOR SAFETY REASONS
- ITEMS INCLUDED IN THE DEBRIS REMOVAL PROCESS INCLUDES: HAZARDOUS WASTE, "WHITE GOODS" (STOVES, REFRIGERATORS, ELECTRONICS, OTHER APPLIANCES – MAKE SURE DOORS ARE SEALED AND SECURE), STORM DEBRIS AND VEGETATIVE DEBRIS
- PLEASE FOLLOW THESE DEBRIS SEPARATION AND PLACEMENT GUIDELINES:
- ➢ DO NOT PLACE DEBRIS IN DRIVEWAYS OR ALLEYS
- ➢ ALL DEBRIS MUST BE PLACED OFF THE STREET BUT IN THE RIFHT-OF-WAY (AREA BEHIND CURB). IF THE DEBRIS EXTENDS PAST THE SIDEWALK INTO YOUR YARD (PRIVATE PROPERTY). IT WILL NOT BE PICKED UP!
- ➢ DEBRIS SHOULD BE SEPARATED AS STATED IN THE DEBRIS SEPARATION GUIDELINES
- ➢ PLACE DEBRIS AWAY FROM OBSTACLES SUCH AS MAIL BOXES, WATER METERS AND FIRE HYDRANTS
- THESE MATERIALS WILL NOT BE PICKED UP:
- ➢ CONCRETE SLAB DEMO DEBRIS
- ➢ CONTRACTOR DEBRIS
- ➢ SWIMMING POOL DEMO DEBRIS

ROWLETT TORNADO RECOVERY FORUM

- SATURDAY, FEBRUARY 20, 2-4PM
- CHURCH IN THE CITY – 6500 DALROCK RD
- AN INFORMATIVE FORUM FOR RESIDENTS PRESENTED BY THE ROWLETT LONG TERM RECOVERY COMMITTEE
- TOPICS INCLUDE:
- ➢ HOW DO I GET HELP?
- ➢ WHAT OTHER ASSISTANCE IS AVAILABLE?
- ➢ REBUILDING YOUR HOME – ZONING REQUIREMENTS, PERMITTING, ETC.
- ➢ FEMA INFORMATION

COUNCIL MEETINGS

- NEXT REGULAR COUNCIL MEETINGS WILL BE HELD ON TUESDAY, MARCH 1ST AND 15TH

P & Z MEETINGS

- NEXT REGULAR MEETINGS WILL BE HELD TUESDAY, FEBRUARY 23RD AND MARCH 8TH IN THE CITY HALL CONFERENCE ROOM AT 6:30PM

NO "MARCH CLEAN-UP" THIS YEAR

- WITH TORNADO DEBRIS CLEAN-UP STILL ON-GOING, THERE WILL BE NO MARCH CLEAN-UP THIS YEAR

ROWLETT LIBRARY

- SPRING BREAK WEEK – MARCH 7TH – 12TH; ACTIVITIES AVAILABLE EVERY DAY, MONDAY – SATURDAY AT THE LIBRARY
- MOVIE & POPCORN – SHOWING "DIVERGENT" SATURDAY, MARCH 5 @ 2PM @ RCC
- LOVE ON A LEASH – WEDNESDAY, MARCH 9TH AT 3:30PM AT CITY HALL, 4000 MAIN STREET

ANIMAL SHELTER

- LOW COST VACCINE CLINIC AT ANIMAL SHELTER – SATURDAY, FEBRUARY 20TH, 1 – 3PM
- LOCATED AT 4402 INDUSTRIAL ST.
- SHELTER IS OPEN MONDAY – SATURDAY, 10AM – 5PM

EARLY VOTING FOR MARCH 1ST PRIMARY ELECTION STARTED TODAY

- PHOTO ID IS REQUIRED TO CAST YOUR VOTE
- VOTING SITE – 4004 MAIN STREET, ANNEX BUILDING
- TUESDAY – FRIDAY, FEBRUARY 16TH – 19TH, 8AM TO 5PM
- SATURDAY – FEBRUARY 20TH, 7AM TO7PM
- SUNDAY – FEBRUARY 21ST, 1PM TO 6PM
- MONDAY – FRIDAY, FEBRUARY 22 – 26, 7AM TO 7PM

Deputy Mayor Pro Tem Dana-Bashian, also announced that the Tornado Forum on 2/20/16 will also be informative for those residents not directly affected by the tornado.

6. CITIZENS' INPUT

There were no speakers.

7. CONSENT AGENDA

7A. Consider action to approve minutes from the February 2, 2016 City Council Regular Meeting.

This item was approved on the Consent Agenda.

7B. Consider approving an ordinance calling the General Election for Saturday, May 7, 201,6 to elect the Mayor, Councilmembers for Place Two, Place Four and Place Six and any possible resulting run-off election to be held on Saturday, June 18, 2016.

This item was approved as ORD-006-16 on the Consent Agenda.

7C. Consider action to approve an ordinance amending Chapter 50 to include restrictions on all scavenging of trash, debris and recycling.

This item was pulled for individual consideration.

A motion was made by Councilmember Pankratz, seconded by Deputy Mayor Pro Tem Dana-Bashian, to approve the item with the following amendment: Replace Section 50-8, Sub-section (b) with the following: After solid waste or debris is placed for collection, no person other than the owner of the property on which the solid waste or debris is placed

or an authorized carrier shall sift through, remove, pick up or transfer the solid waste or debris placed thereon. Solid waste or debris located on city or public property shall not be sifted through, removed, picked up or transferred by any person without prior authorization by the city. Each unauthorized removal of any items shall constitute a separate violation of this section. The motion carried with a unanimous vote of those members present. This item was approved as ORD-007-16.

7D. Consider action to approve a resolution expressing the official intent to reimburse costs of the December 2015 Tornado Event through the issuance of tax-exempt obligations or other obligations, with an aggregate principal amount not to exceed $25,000,000.

This item was approved as RES-040-16 on the Consent Agenda.

7E. Consider action to approve a resolution providing support of the submission of an application to the 2016 Competitive Housing Tax Credit Program through the Texas Department of Housing and Community Affairs for the project proposed by GroundFloor Development.

This item was approved as RES-041-16 on the Consent Agenda.

7F. Consider action to approve a resolution authorizing the final acceptance and payment, release of retainage and early completion bonus for the Offsite Water Main for the Main Street 1.25 MG Elevated Storage Tank Project (WA2109) in the amount of $144,748.07 and authorizing the Mayor to execute the necessary documents.

This item was approved as RES-042-16 on the Consent Agenda.

7G. Consider action to approve a resolution authorizing the final acceptance and payment, release of retainage and early completion bonus for the Main Street 1.25 MG Elevated Storage Tank Project (WA2107) in the amount of $331,053.57 and authorizing the Mayor to execute the necessary documents.

This item was approved as RES-043-16 on the Consent Agenda.

7H. Consider action to approve a resolution requesting Dallas County Central Appraisal District and Rockwall County Central Appraisal District reappraise properties in the City of Rowlett affected by the recent tornado as authorized by Texas Tax Code Section 23.02.

This item was approved as RES-044-16 on the Consent Agenda.

7I. Consider a resolution approving a tree mitigation plan and related tree removal permit application for more than three trees associated with the Briarwood Armstrong Addition on property located at 3001 Lakeview Parkway, further described as Lots 1-4 and 7, Block A of the Briarwood Armstrong Addition, City of Rowlett, Dallas County, Texas.

This item was approved as RES-045-16 on the Consent Agenda.

7J. Consider a resolution authorizing the City Manager to enter into an Economic Development incentive agreement with Churchill Residential for the development of the Evergreen at Rowlett Senior Living Complex located at 5500 Old Rowlett Road.

This item was approved as RES-046-16 on the Consent Agenda.

7K. Consider action to approve a change order for the construction of a 100 foot monopole radio tower for new Public Safety Radio System to be located at the Rowlett police building.

This item was approved as RES-047-16 on the Consent Agenda.

7L. Consider approving an ordinance calling a Special Election to Fill a Vacancy for an unexpired term, created by the resignation of Carl Pankratz, Councilmember Place 3.

This item was approved as ORD-008-16 on the Consent Agenda.

Passed the Consent Agenda

A motion was made by Deputy Mayor Pro Tem Dana-Bashian, seconded by Councilmember Bobbitt, including all the preceding items marked as having been approved on the Consent Agenda. The motion carried with a vote of 5 in favor and one abstention (Pankratz).

8. ITEMS FOR INDIVIDUAL CONSIDERATION

8A. Conduct a public hearing and consider an ordinance approving a request for a rezoning from a Single Family-8 Zoning District to a Planned Development District with an underlying base district of Multi-Family Attached Residential Townhouse (MF-TH) for the purpose of constructing 12 townhomes on property located at 10206 Liberty Grove Road further described as being 3.149 +/- acres in the Harrison Blevins Survey, Abstract No. 94 and the Hanse Hamilton Survey, Abstract No. 858, City of Rowlett, Dallas County, Texas. (PD41-2015)

This item was presented immediately after the Pledges.

Garrett Langford, Principal Planner, presented the information. The public hearing opened and closed with three speakers:

1. Debbie Christensen Roberts, 530 Pecan Lane, Rowlett; spoke in opposition of this item.
2. Kelly Gramza, 514 Pecan Lane, Rowlett; spoke in opposition of this item.
3. Mike Lancaster, 9916 Dalrock, Rowlett; revoked his opposition of this item.

Council discussion regarding clarification of proposed project and lots for current zoning.

A motion was made by Mayor Pro Tem Gallops, seconded by Councilmember Sheffield, to approve the item as presented. The motion carried with a vote of five in favor and two opposed (Bobbitt, Pankratz). This item was approved as ORD-009-16.

8B. Conduct a public hearing and consider an ordinance approving the delineation of the take area adjacent to Block 1, Lot 2, of the Homestead at Lakepoint Addition on property generally located east of Heritage Parkway and south of Beacon Harbor Street, being 2.61 +/- acres.

Mayor Gottel left the meeting at 8:11 p.m.

This item was presented second. Presentations then followed.

Erin Jones, Senior Planner, reviewed the history of this project. The public hearing opened and closed with two speakers:

1. Mark Tascher, 6602 Warwick Drive, Rockwall; spoke in opposition of this item.
2. Dan Haney/Carolyn Jacob, 9717 Rockdale Drive, Rowlett; spoke in opposition of this item.

A motion was made by Councilmember Sheffield, seconded by Councilmember van Bloemendaal, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as ORD-010-16.

8C. Call Special Election for proposed Charter Amendments.

Laura Hallmark, City Secretary, presented the proposed amendments with the Charter Review Commission's reasons for recommendation.

A motion was made by Councilmember Sheffield, seconded by Councilmember Bobbitt, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was approved as ORD-011-16.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

9. ADJOURNMENT

Mayor Pro Tem Gallops adjourned the meeting at 8:51 p.m.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/01/16 **AGENDA ITEM**: 7B

TITLE

Consider approving a Joint Election Contract with Dallas County Elections Department for the May 7, 2016, General Election and Special Elections to fill a vacancy on the City Council and to amend the City Charter.

STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

SUMMARY

The purpose of this item is to discuss and approve a contract with the County of Dallas (Elections Department) for the provision of election services.

BACKGROUND INFORMATION

On February 16, 2016, City Council ordered a General Election for Mayor and Councilmembers for Place 2, Place 4, and Place 6; a Special Election to Fill a Vacancy for Place 3; and a Special Charter Amendment Election. For several years, the City of Rowlett has contracted with Dallas County Elections for the administration of its municipal elections. Participation in this joint election contract, along with the 30+ other entities, enables a “bulk” rate pricing structure, which allows us to capitalize on the pricing for quantity. If the City were to administer its own election, the cost would be significantly greater. This participation also allows the City to reap the benefits of the experience and access to the resources of the Dallas County Elections Department.

DISCUSSION

The contract is the same as it has been over the years and provides for early voting and Election Day voting services, which includes: staffing, equipment and testing, signage, ballot printing, notices and tabulation. These services will be provided for all Rowlett registered voters within Dallas and Rockwall Counties. Because of the City’s participation in the Joint Election Contract, Rowlett registered voters may vote early at the City Hall Annex or any of the Dallas County early voting sites.

FINANCIAL/BUDGET IMPLICATIONS

The City of Rowlett contracts with Dallas County Elections Department for the conduct of our municipal elections. Expenses are set once the number of entities and their respective election items, polling locations, poll workers, and associated forms and equipment have been finalized. Funds are budgeted for City Elections in the amount of $34,280 in account number 1011501 6406 Elections.

RECOMMENDED ACTION

Staff recommends Council approve a Joint Election Contract with Dallas County Elections Department for the conduct of the May 7, 2016, Elections.

ATTACHMENT

Exhibit A – Joint Election Contract

ELECTION SERVICES CONTRACT ("Election Services Contract")

JOINT ELECTION SERVICES AGREEMENT
BETWEEN
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND

Town Of Addison (TOA)
City Of Cedar Hill (COCdH)
City Of Desoto (CODe)
City Of Farmers Branch (COFB)
City Of Grand Prairie (COGP)
City Of Hutchins (COH)
City Of Lancaster (COL)
City Of Mesquite (COM)
City Of Sachse (COSa)
Town Of Sunnyvale (TOS)

City Of Balch Springs (COBS)
City Of Cockrell Hill (COCkH)
City Of Duncanville (CODu)
City Of Garland (COG)
Town of Highland Park (TOHP)
City Of Irving (COI)
City Of Lewisville (COLew)
City Of Rowlett (CORw)
City Of Seagoville (COSe)
City of University Park (COUP)
City Of Wilmer (COW)

Carrollton-Farmers Branch Independent School District (CFBISD)
Cedar Hill Independent School District (CHISD)
Coppell Independent School District (CPISD)
Dallas Independent School District (DISD)
Desoto Independent School District (DeISD)
Duncanville Independent School District (DuISD)
Garland Independent School District (GISD)
Grand Prairie Independent School District (GPISD)
Highland Park Independent School District (HPISD)
Irving Independent School District (IISD)
Lancaster Independent School District (LISD)
Mesquite Independent School District (MISD)
Richardson Independent School District (RISD)
Sunnyvale Independent School District (SuISD)
Dallas County Community College District (DCCCD)
Dallas County Park Cities Municipal Utility District (DCPCMUD)

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD SATURDAY, MAY 7th, 2016

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT

1) **STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT**

   a) Antoinette "Toni" Pippins-Poole ("Toni Pippins-Poole") is the duly appointed County Elections Administrator ("Elections Administrator") of Dallas County, Texas ("County") and the Department Head of the Dallas County Elections Department ("DCED"). As such, Toni Pippins-Poole is the County's Voter Registrar and the Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract. DCED acts at the direction of the Elections Administrator.

   b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed on the face page of this agreement and in "Attachment F" of this Election Services Contract and are hereby participating with each other in this Joint Election to be held in Dallas County, Texas on Saturday, May 7, 2016 under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election"); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other and with Dallas County, Texas and the State of Texas, to the extent that Dallas County, Texas and the State of Texas have candidates on the ballot in this Joint Election.

   c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision.

2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.

   a) **"Attachment A"** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Treasurer. It also includes the Deposit Detail for each entity. The Elections Administrator will amend "Attachment A" to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.

   b) **"Attachment B"** is a list of the early voting polling places for this Joint Election.

c) **"Attachment C"** is a list of the Election Day polling places for this Joint Election.

d) **"Attachment D"** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this Joint Election.

e) **"Attachment E"** is a list of the presiding election judges and alternate election judges for Election Day for this Joint Election.

f) **"Attachment F"** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County election precincts or partial election precincts and the number of registered voters in each of those election precincts or partial election precincts. "Attachment F" will also contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. "Attachment F" will be amended to reflect the number of registered voters in each election precinct and partial election precinct as of the statutory deadline (**Thursday, April 7, 2016**) for voters to submit applications to register to vote or changes of address in this Joint Election. In this Election Services Contract, the phrase "election precinct" is synonymous with the phrase "voting precinct."

g) **"Attachment G"** is a list of the Participating Political Subdivisions & Ballot Details

h) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email address provided by each Participating Political Subdivision in "Attachment F."

3) **LEGAL DOCUMENTS**

a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Each Participating Political Subdivision must send the Elections Administrator a copy of any election order, resolution, or notice related to this Joint Election within three (3) business days of publishing, adopting, or ordering it. Such documents can be sent to the attention of: **Robert Heard, Assistant Elections Administrator, 2377 North Stemmons Freeway, Suite 820, Dallas, Texas 75207; or, emailed to Robert.Heard@DallasCounty.org.** Alternatively, send to: Mandy Bush, at mandy.bush@DallasCounty.Org.

b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

4) **VOTING SYSTEMS**

a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on three different kinds of voting systems, each of which has been approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: Direct Recording Electronic voting machines ("DRE"); an optical scanner voting system ("optical scan"); and a voting system accessible to voters with physical disabilities ("ADA Terminals"). On **April 19, 2016 at 10:00 A.M.**, at the County Elections Department at 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, the Elections Administrator will test the DRE voting system and the automatic tabulating equipment used for counting ballots at the central counting station. From **April 13 – 21st, 2016, at 10:00 A.M**. at the County Election Equipment Warehouse at 1506 East Langdon Road, Hutchins, Texas, the Elections Administrator will test the optical scan voting system. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing. The Elections Administrator will establish regional collection sites within the county and a central counting station to receive and tabulate the regular ballots that are cast in this Joint Election and receive the provisional ballots.

b) The Elections Administrator will provide DREs, precinct ballot counters, and voting booths for this Joint Election. Each polling place will have at least one voting terminal that complies with the Americans with Disabilities Act ("ADA"). During the early voting period, each early voting polling place will have master Personal Electronic Ballot ("PEB") devices and iVotronic DRE machines. For Election Day, the Elections Administrator will allocate voting booths to all of the polling places in amounts reasonably anticipated to be sufficient for the anticipated turnout of voters. Each Election Day polling place will have at least one precinct ballot counter and one (1) ADA iVotronic machine.

c) The itemized list of the estimated election expenses for this Joint Election are in "Attachment A," which includes, but may not be limited to the number of voting booths, precinct ballot counters, precinct tabulators, iVotronics voting machines, Americans with Disability Act ("ADA") Voting Terminals, Gemini voting booths, Personal Electronic Ballots, and Master Personal Electronic Ballots. All of the Participating Political Subdivisions agree that ADA Terminals will be used during this Joint Election under the Help America Vote Act of 2002 ("HAVA") and that the ADA Terminals will be part of this Election Services Contract.

5) **POLLING PLACES**

a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting polling places listed in "Attachment B" and the Election Day polling places listed in "Attachment C" subject to the approval of each Participating Political Subdivision. Polling locations identified in Attachments "B" and "C" cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision.

b) Whenever possible, previously used polling places that voters are accustomed to using will be used for the election precincts and partial election precincts in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used polling places are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all polling places in this Joint Election.

c) For polling places that have changed since the most recent election ordered by a Participating Political Subdivision, the Elections Administrator will mail registered voters affected by the changes notice of their new polling place location.

6) **PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL**

a) The Elections Administrator will be responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment E" for each polling place listed in "Attachment C" subject to the approval of each Participating Political Subdivision.

b) **This sub-paragraph applies only to an election with no partisan candidate on any ballot**. If a Participating Political Subdivision requests that a person not listed in "Attachment E" be appointed to serve in a specific polling place, but another Participating Political Subdivision requests that a different person be appointed to serve that same polling place, then the Elections Administrator will conduct a drawing by lot from the recommendations, no later than **Friday, March 4, 2016** to resolve the conflict and notify each Participating Political Subdivision affected of the resolution. After the Elections Administrator notifies a person so selected by lot of the polling place where the person will serve, the Elections Administrator is not required to act on further such requests from the Participating Political Subdivisions for that specific polling place.

c) If a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, then the Election Administrator will appoint a replacement presiding election judge or alternate election judge, amend "Attachment E" accordingly, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.

d) If a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, then the Elections Administrator will name a replacement presiding election judge or send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.

e) The Elections Administrator will provide county training programs, in keeping with Section 32.114 of the Texas Election Code, for all of the presiding election judges, alternate election judges, and election clerks for this Joint Election. The presiding election judges are responsible for notifying the alternate presiding judge and the election clerks for the presiding election judge's polling place of the time and place of each training session. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.

f) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an election judge training session, a mandatory Voter ID law training session, and optical scan training session taught by the Elections Administrator for this Joint Election within the last 12 months. New judges and election clerks that have not attended a mandatory Voter ID Law training session taught by the Elections Administrator for this Joint Election may not serve in this Joint Election.

g) The Elections Administrator will notify the Participating Political Entities by email and post on the DCED's website the dates, times, and locations of training classes and labs for both Early Voting and Election Day Workers.

h) To comply with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding election judge of such a precinct is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a precinct, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a precinct required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in this Election Services Contract.

i) The Elections Administrator will notify all of the presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections Administrator will take the necessary steps to insure that all of the presiding election judges and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each election precinct shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the polling place served by the presiding election judge on Election Day.

j) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."

k) Any Participating Political Subdivision electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into this Joint Election account.

l) The Elections Administrator will employ and or contract for other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of services, supplies and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount specified in "Attachment A."

7) **SUPPLIES AND PRINTING**

a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, and other materials used by the presiding election judges and clerks at the polling places.

b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.

c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all of the propositions. The Elections Administrator will email each Participating Political Subdivision a Microsoft Word format form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed Microsoft Word format form to the Elections Administrator. The Elections Administrator will use these electronic forms received from the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

8) **OPTICAL SCAN CARD BALLOTS**

a) The Elections Administrator will allocate ballots for this Joint Election by determining

the approximate voter turnout for comparable elections in each election precinct or partial election precinct and then adding **25%** to that number for each election precinct or partial election precinct. However, the minimum ballot allocation for each election precinct or partial election precinct will range from **25-40%** of the registered voters in each election precinct or partial election precinct depending on election type and authorized by the political subdivision (50% is recommended for local liquor elections).

b) Additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any polling place that requests additional ballots and printed on an a needed basis. Cost per ballot will be forty-five cents (.45¢).

9) **RETURNS OF ELECTIONS**

a) The Elections Administrator will establish and operate a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code.

b) The Participating Political Subdivisions hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Central Count Station Manager:	**Toni Pippins-Poole**, Dallas County Elections Administrator
Tabulation Supervisor:	**(To Be Determined)**, Central Count Station Manager
Assistant Tabulation Supervisor:	**(To Be Determined)**, Central Count Station Lead Clerk
Presiding Judge:	**Dallas County Community College District Representative**
Alternate Presiding Judge:	**Dallas Independent School District Representative**

c) The Central Count Station Manager or her representative will deliver timely, cumulative reports of the election results as election precincts are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and election precinct returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy., Suite 820, Dallas, Texas.

d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage

should deliver their website address to the Tabulation Supervisor at DCED.

e) The Elections Administrator will prepare the unofficial canvass report after all precincts have been counted, and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than **May 18, 2016**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.

f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) **ELECTION EXPENSES**

a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision.

b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the average cost per polling place and the allocation of election day tabulators (hereinafter "M100's") in that polling place ("Unit Cost"). The Unit Cost will be determined by dividing the total of the itemized list of estimated election expenses by the total number of polling places. A "Polling Place" will be identified by and defined based on the presence and number of M100's and/or Election Supply Carts ("ESC"). Any Participating Political Subdivision that requests a different combination of precincts in polling places that exceeds the Unit Cost will be billed directly for any excess expenditures (e.g. supplies, equipment, personnel, etc.). **The cost of any special request from a Participating Political Subdivision, which is not agreed upon by all Participating Political Subdivisions, will be borne by the Participating Political Subdivision making the special request.** Each Participating Political Subdivision agrees that no Participating Political Subdivision will be billed less than the minimum of one full Unit Cost as specified in "Attachment A."

c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."

d) The Elections Administrator will determine the final election expenses to the extent practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the runoff election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that

was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Treasurer for this Joint Election and the runoff election, if any.

e) If the Elections Administrator requires additional money to perform its obligations under this Election Services Contract, then the Elections Administrator will bill each Participating Political Subdivision using the same method used to determine each Participating Political Subdivision's required deposit in "Attachment A" of this Election Services Contract ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all of the expenses of this Joint Election are paid and disputes, if any, resolved, any monies that remain in the account maintained by the Dallas County Treasurer for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) **DEPOSIT OF FUNDS**

a) Attachment A: Cost Audit details the cost and expenses anticipated for this election; Participating Political Subdivisions will initially receive an estimate cost audit. The Final Bill will be distributed as soon as all cost and expenses for the election can be determined. Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Treasurer's Office either half or the full balance of money listed in "**Attachment A: Deposit of Funds Detail**" of this Election Services Contract by the first deposit due date of **Friday, March 4, 2016**. If the Participating Political Subdivision makes a partial initial deposit on or by March 4, 2016, a full and final deposit must be made to the Dallas County Treasurer's office by **Friday, April 1, 2016**. The Dallas County Treasurer's Office will place the money deposited by the Participating Political Subdivisions in a Joint Election account.

b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in "Attachment A" by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.

c) The Elections Administrator will only draw money from this Joint Election account to pay for election expenses that are included in "Attachment A" to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in

writing.

d) If a Participating Political Subdivision withdraws completely from this Joint Election by **Wednesday, March 2, 2016**, then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision's deposit, less any money already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Joint Election, deposits will not be refunded to the Participating Political Subdivisions.

e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions appear on the ballot for that Participating Political Subdivision.

f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Pauline Medrano
Dallas County Treasurer
303 Records Building
509 Main Street
Dallas, Texas 75202

In the "memo" section of check place Election Escrow Account: 91424

12) **RECORDS OF THE ELECTION**

a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.

b) Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.

c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the election records at the Elections Administrator's main offices for sixty (60) days after the date of this Joint Election. Sixty (60) days after the date of this Joint Election, the Elections Administrator will arrange for transport of this Joint Election records to Dallas County Record Storage. This Joint Election's records will then become the responsibility of Dallas County Record Storage for the remainder of the six (6) month preservation period. Dallas County Record Storage will be responsible for the destruction of this Joint Election records after the preservation period. The Elections

Administrator will provide each Participating Political Subdivision a letter of destruction.

d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this Joint Election. The election records must be preserved until any election contest is completed and a judgment, if any, becomes final. *See* Section 1.013 of the Texas Election Code.

13) **EARLY VOTING**

a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this Joint Election. The deputy early voting clerks that will be appointed by the Elections Administrator are listed in "Attachment D."

b) **This sub-paragraph applies only to a joint election with no partisan candidate on any ballot**. Participating Political Subdivisions may recommend people to the Elections Administrator to serve as a deputy early voting judge/clerk. If a Participating Political Subdivision recommends a person not listed in "Attachment D" and that recommendation conflicts with the recommendation from any of the other Participating Political Subdivisions involved in the election in that polling place, the Elections Administrator will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his or her selection as deputy early voting judge or deputy early voting clerk, no changes may be made by any of the Participating Political Subdivisions.

c) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted on Monday, April 25, 2016 through Friday, April 29, 2016, from 8:00 A.M. to 5:00 P.M.; on Saturday, April 30, 2016 between 8:00 A.M. and 5:00 P.M.; on Sunday, May 1, 2016, between 1:00 P.M. and 6:00 P.M.; and on Monday, May 2, 2016 through Tuesday, May 3, 2016 between 7:00 A.M. and 7:00 P.M.

d) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy., Dallas, Texas 75207 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.

e) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. Each Participating Political Subdivision will appoint one member to the Early Voting Ballot Board and will prepare a list notifying DCED of the appointee's name, telephone number, mailing address, and email address, if any, no later than **Thursday, March 24, 2016**. The Participating Political Subdivisions agree to appoint David Morris as the presiding judge of the early voting ballot board. A list of Early Voting Ballot Board

members will be furnished to each Participating Political Subdivision no later than **Monday, April 4, 2016**.

f) A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each Participating Political Subdivision.

14) **CRIMINAL BACKGROUND CHECKS**

The Elections Administrator, her agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this Joint Election. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the participating entity's obligation to pay for service rendered in good faith.

15) **ELECTION REPORTS**

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision, a Daily Early Voting Roster by precinct report that includes the entire Early Voting period. Pursuant to the Texas Election Code §87.121, the Elections Administrator will deliver these election reports by website posting, e-mail, or facsimile.

16) **WITHDRAWAL FROM CONTRACT**

a) No deposits will be refunded after the deadline to withdraw from this Election Services Contract has passed.

b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.

c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.

d) If there are any withdrawals from this Joint Election, within ten (10) business days after the deadline for Participating Political Subdivisions to make declarations under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code, said deadline being **March 2, 2016**, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all of the remaining Participating Political Subdivisions.

e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will

not be refunded.

17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.

b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.

c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). Participating Political Subdivisions must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).

d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10 (e) of this Election Services Contract.

e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or, any estimated

refund amounts will become final.

f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Treasurer under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.

g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the parties will agree to use a mutually agreed-upon mediator. Unless the parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.

h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

18) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice provided on Dallas County Form, "Elections Services Contract Change Forms". Initial contract changes are due by **Thursday, February 11, 2016**. Whenever this Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

Address for notice to the Elections Administrator:
Attn: Robert Heard Sr.
Dallas County Assistant Elections Administrator
Elections Department – 8th Floor
Health and Human Service Building – 2377 N. Stemmons Frwy, Suite 820
Dallas, Texas 75207
(214) 819-6300 telephone
(214) 819-6301 facsimile

and, to the physical addresses and facsimile numbers for notice to the Participating Political Subdivisions are in "Attachment F" to this Election Services Contract.

19) **LIABILITY FOR NEGLIGENCE**

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST EITHER PARTY TO THIS ELECTION SERVICES CONTRACT, EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) **CHOICE OF LAW**

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) **VENUE AND JURISDICTION**

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) **SEVERABILITY**

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) **ENTIRE CONTRACT**

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

24) GENDER AND HEADINGS

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

26) **ORDER OF PRECEDENCE**

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through G to this Election Services Contract together in context with each other.

27) **SIGNATORY WARRANTY**

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

28) COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

APPROVED AS TO FORM*

Toni Pippins-Poole

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

RANDALL MILLER
ASSISTANT DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY'S OFFICE
CIVIL DIVISION

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

ACCEPTED AND AGREED TO BY THE CITY OF ROWLETT:

APPROVED AS TO FORM:

DAVID BERMAN
CITY ATTORNEY
CITY OF ROWLETT, TEXAS

APPROVED:

TODD W. GOTTEL
MAYOR
CITY OF ROWLETT, TEXAS

ATTEST:

LAURA HALLMARK
CITY SECRETARY
CITY OF ROWLETT, TEXAS

28) COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

APPROVED AS TO FORM*

Toni Pippins-Poole

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

RANDALL MILLER
ASSISTANT DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY'S OFFICE
CIVIL DIVISION

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

ACCEPTED AND AGREED TO BY THE CITY OF ROWLETT:

APPROVED AS TO FORM:

DAVID BERMAN
CITY ATTORNEY
CITY OF ROWLETT, TEXAS

APPROVED:

TODD W. GOTTEL
MAYOR
CITY OF ROWLETT, TEXAS

ATTEST:

LAURA HALLMARK
CITY SECRETARY
CITY OF ROWLETT, TEXAS

AMENDMENT NO. 1 to the "ELECTION SERVICES CONTRACT"
FOR
JOINT ELECTION SERVICES AGREEMENT
BETWEEN
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND

Town Of Addison (TOA)
City Of Cedar Hill (COCdH)
City Of Desoto (CODe)
City Of Farmers Branch (COFB)
City Of Grand Prairie (COGP)
City Of Hutchins (COH)
City Of Lancaster (COL)
City Of Mesquite (COM)
City Of Sachse (COSa)
Town Of Sunnyvale (TOS)
City Of Balch Springs (COBS)
City Of Cockrell Hill (COCkH)
City Of Duncanville (CODu)
City Of Garland (COG)
Town of Highland Park (TOHP)
City Of Irving (COI)
City Of Lewisville (COLew)
City Of Rowlett (CORw)
City Of Seagoville (COSe)
City of University Park (COUP)
City Of Wilmer (COW)

Carrollton-Farmers Branch Independent School District (CFBISD)
Cedar Hill Independent School District (CHISD)
Coppell Independent School District (CPISD)
Dallas Independent School District (DISD)
Desoto Independent School District (DeISD)
Duncanville Independent School District (DuISD)
Garland Independent School District (GISD)
Grand Prairie Independent School District (GPISD)
Highland Park Independent School District (HPISD)
Irving Independent School District (IISD)
Lancaster Independent School District (LISD)
Mesquite Independent School District (MISD)
Richardson Independent School District (RISD)
Sunnyvale Independent School District (SuISD)
Dallas County Community College District (DCCCD)
Dallas County Park Cities Municipal Utility District (DCPCMUD)

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD SATURDAY, MAY 7th, 2016

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT

This AMENDMENT NO. 1 to the certain Election Services Contract for the May 7, 2016 Joint Election between the Dallas County Elections Administrator and the Participating Political Subdivisions listed on the first page of this Amendment No. 1, evidences the following:

1. The Election Services Contract is hereby amended by adding the following **subsection "d)" to Section 1** to the Election Services Contract:

d) In the event a runoff is necessary, the date would be June 18, 2016 and the Election Services Contract and its terms will be automatically extended to cover the runoff, unless a Participating Political Subdivision state in writing before May 13, 2016 that it does not wish to participate in a joint runoff. DCED will provide each participating political subdivision in the Joint Runoff Election with an estimate of funds to be deposited in a special joint runoff account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

2. All other terms, provisions, conditions, and obligations of the Election Services Contract between the Dallas County Elections Administrator and the Participating Political Subdivisions shall remain in full force and effect, and said Election Services Contract along with this Amendment No. 1 shall be construed together as a single contractual agreement.

ACCEPTED AND AGREED TO BY THE CITY OF ROWLETT:

APPROVED AS TO FORM:

_____
DAVID BERMAN
CITY ATTORNEY
CITY OF ROWLETT, TEXAS

APPROVED:

_____
TODD W. GOTTEL
MAYOR
CITY OF ROWLETT, TEXAS

ATTEST:

_____
LAURA HALLMARK
CITY SECRETARY
CITY OF ROWLETT, TEXAS

EXHIBIT A

DEPOSIT OF FUNDS

February 23, 2016

In accordance with Section 11 of the Joint Election Agreement each Participating Political Subdivision hereby agrees to deposit with the Dallas County Treasurer's Office the full balance of money listed in "Attachment A" of this Election Services Contract.

ENTITY: CORw

Total Estimated Election Cost: $11,157.65

First Deposit of $5,578.82 is due no later than Friday, March 4, 2016.

Final Deposit of $5,578.83 is due no later than Friday, April 1, 2016.

Please reference escrow account number **91424** on payments. Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Pauline Medrano
Dallas County Treasurer
509 Main Street, Suite 303
Dallas, Texas 75202

2377 N. STEMMONS FREEWAY, SUITE 820 • DALLAS, TX 75207
214-819-6300 • FAX 214-819-6301

EXHIBIT A

Itemized Cost of Election Expenses
May 07, 2016 Joint Election

ESTIMATED COST - SUBJECT TO CHANGE

Location Splits	Total	CORw
Split by 1	161.00	1
Split by 2	172.00	0
Split by 3	156.00	3
Split by 4	36.00	0
Split by 5	15.00	0
Split by 6	6.00	0
Split by 7	0.00	
Total Splits	546.00	4
Total Units	319.40	2.00
Cost per Poll	$5,071.66	$5,071.66
Total Cost	$1,619,888.54	$10,143.32
% of Units	100.00%	0.63%

	Total	CORw
Total Expenses	$1,619,888.54	$10,143.32
Exceptional Cost - Additional Election Cost	$5,754.60	
Election Services Fee	$162,564.31	$1,014.33
Total Cost of Election	$1,788,207.45	$11,157.65
Amount of Deposit	**$0.00**	
(Overpaid)/Underpaid	$1,788,207.45	$11,157.65

EXHIBIT A

Exp Code	Early Voting	Units	Cost Per Unit	Estimated	CORw
POSTAGE					
2013	Legal Notice	DMN Listing Polling Locations and L&A Testing Dates		$ 18,000.00	$ 112.71
2170	Rejected / Incomplete mail	150	$1.89	$ 283.50	$ 1.78
2170	Postage for Mailed Ballots	11,600	$1.42	$ 16,472.00	$ 103.14
2170	Postage for Returned Mailed Ballots	7,300	$1.20	$ 8,760.00	$ 54.85
2170	Postage for Non-Returned Mailed Ballots	4,300	$1.20	$ 5,160.00	$ 32.31
2170	Postage for Mailing of Change Cards	1,100	$0.26	$ 282.25	$ 1.77
2180	Mail Ballot Kit	11,600	$2.00	$ 23,200.00	$ 145.27
2180	Polling location Change Printing	1,100	$0.05	$ 53.28	$ 0.33
EQUIPMENT RENTAL / SERVICE EXPENSE					
2880	Judge Kits	41	$55.00	$ 2,145.00	$ 13.43
7030	Furniture Rental	various EV locations		$ 500.00	$ 3.13
7040	Voting Booths - Gemini	41	$35.00	$ 1,365.00	$ 8.55
7040	Touch Screen/iVotronics	255	$250.00	$ 63,750.00	$ 399.19
7040	ADA Voter Terminals	41	$300.00	$ 11,700.00	$ 73.26
7040	Communication Pack	41	$50.00	$ 1,950.00	$ 12.21
7040	Computer Rental (County)	89	$400.00	$ 35,600.00	$ 222.92
7040	Mail Ballot Reader	Mail Ballots Only	$400.00	$ 400.00	$ 2.50
7040	Provisional Ballot Bags	41	$5.00	$ 195.00	$ 1.22
7050	Van Rental\Car Rental			$ 10,500.00	$ 65.75
7213	Cellular Phones			$ 4,000.00	$ 25.05
RENTAL BUILDINGS					
7010	Location Rental	various polling locations		$ 20,000.00	$ 125.23
7010	Custodial Charges	Various Locations		$ 10,000.00	$ 62.62
PERSONNEL					
1050	EV Clerks OT	123 clerks x 14.38 x about 15 hours		$ 26,600.00	$ 166.56
1050	Central Count	2 people @var hrs@various pay rates		$ 200.00	$ 1.25
1050	EV Judges OT	41 judges x 18.63 x about 15 hours		$ 11,500.00	$ 72.01
1050	Elections Overtime	FT & PT Employees		$ 4,300.00	$ 26.93
1050	EV Mail Clerks OT			$ 6,000.00	$ 37.57
1050	EV Mail Supervisor	1 person		$ 1,800.00	$ 11.27
1050	Branch TechniciansTechs OT	abount 5 People		$ 3,000.00	$ 18.79
1050	Security-Branch Locations			$ 400.00	$ 2.50
1050	Warehouse Overtime	PT & FT Employees		$ 11,000.00	$ 68.88
1060	Can Money	41	$25.00	$ 1,025.00	$ 6.42
1060	Branch Technicians	var. people @ various pay rates		$ 7,500.00	$ 46.96
1060	Canvass Committee	var people @ various pay rates & 2 supervisors/judges	BB & Signature Verification	$ 4,700.00	$ 29.43
1060	Clerks (Includes EV bilingual clerks)	about 123 @ 9.59 p/h @ 80hrs	Includes Training (8hrs)	$ 101,700.00	$ 636.82
1060	Judges	41 judges	Includes Training (8hrs)	$ 44,000.00	$ 275.52
1060	Mail Workers / PA Workers (PT)	about 10 People @ 30days@ various Rates		$ 17,000.00	$ 106.45
1060	Election Department Part Timers - PR			$ 6,000.00	$ 37.57
1060	Supervisors / Ballot Board & SV	2 people @12days@various pay rates		$ 1,500.00	$ 9.39
1111	Social Security Chargeback	6.2%		$ 1,600.00	$ 10.02
1112	Medicare	1.45%		$ 3,000.00	$ 18.79
1113	PARS	1.3%		$ 2,500.00	$ 15.65
1150	Retirement Charge Back	11.5%		$ 2,700.00	$ 16.91

EXHIBIT A

SUPPLY EXPENSE					
2880	Voted Stamps	190	$1.05	**$ 199.50**	$ 1.25
2180	Printing Expense	AC Printing LLC		**$ 15,000.00**	$ 93.93
2180	Ballotar Ballots Absentee Mail Ballots	11,600	$0.45	**$ 5,220.00**	$ 32.69
2180	Sample Ballots hand out for voters AC Printing	1,320	$0.53	**$ 693.00**	$ 4.34
2180	Sample Ballots Large for Posting AC Printing	146	$0.37	**$ 54.31**	$ 0.34
2180	Ballot List for Early Voting Locations AC Printing	365	$0.76	**$ 275.94**	$ 1.73
2180	List of Declared Write-In for EV	1,250	$0.02	**$ 23.25**	$ 0.15
2180	ADA Quick Operations Guide AC Printing	73	$0.47	**$ 34.02**	$ 0.21
2180	Provisional Ballots (In Person)	111,000	$0.09	**$ 9,990.00**	$ 62.55
2180	Personal Appearance Labels (2 per voter)	45,000	$0.04	**$ 1,800.00**	$ 11.27
2880	Supplies			**$ 600.00**	$ 3.76
SERVICE EXPENSE					
5590	Temporary Service			**$ 4,000.00**	$ 25.05
5590	Temporary Service	EV Bilingual Clerk		**$ 500.00**	$ 3.13
5590	ES&S Project Management			**$ 63,000.00**	$ 394.49
5590	ES&S Ballot Layout and Coding assistance and overseeing			**$ 15,750.00**	$ 98.62
5590	ES&S Pre Election Mock Election (3 days On-Site Simulation of Election Day with 1 ES&S Support Team)			**$ 4,725.00**	$ 29.59
5590	ES&S IVotronic Early Support			**$ 1,575.00**	$ 9.86
5590	ES&S ADA Wave Card Programming			**$ 8,000.00**	$ 50.09
5590	IT Support	Wyndalco		**$ 500.00**	$ 3.13
PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT					
2910	Early Voting Equipment Delivery and Pickup	41	$45.00	**$ 1,845.00**	$ 11.55
FUEL					
3095	Gas for Techs	Tech Cars and Trucks		**$ 2,000.00**	$ 12.52
	Early Voting Total			**$ 628,126.05**	**$ 3,933.16**

EXHIBIT A

Exp Code	Election Day	Units	Cost Per Unit	Estimated	CORw
EQUIPMENT RENTAL / SERVICE EXPENSE					
2880	Judge Kits	312	$55.00	$ 17,160.00	$ 107.45
7030	Furniture Rental	Ducky Bob's - Various Polling Locations		$ 8,000.00	$ 50.09
7040	Precinct Counter (1p/loc.)	312	$468.00	$ 146,016.00	$ 914.31
7040	Voting Booths (5p/loc.)	1,560	$35.00	$ 54,600.00	$ 341.89
7040	ESC's	312	$199.80	$ 62,337.60	$ 390.34
7040	ADA Voter Terminals	312	$300.00	$ 93,600.00	$ 586.10
7040	Laptop	312	$75.00	$ 23,400.00	$ 146.52
7040	Provisional Ballot Bags	312	$5.00	$ 1,560.00	$ 9.77
7040	Regional Site Computer Setup	10	$150.00	$ 1,500.00	$ 9.39
7050	Truck Rental/Van Rental	Runners /Regional Sites		$ 2,000.00	$ 12.52
7213	Phone Lines	Phones for EV and ED Use		$ 16,000.00	$ 100.19
RENTAL BUILDINGS					
7010	Location Rental	various polling locations		$ 20,000.00	$ 125.23
7010	Custodial Charges	various polling locations		$ 60,000.00	$ 375.70
PERSONNEL					
1020	Election Employees (FT & PT)	Includes CC VR WH		$ 5,000.00	$ 31.31
1020	County Employees	Election Day @ Regional Sites		$ 13,000.00	$ 81.40
1020	Traffic Control Officers	Election Night & Supply Pickup		$ 7,500.00	$ 46.96
1020	Regional Site Support (Tabulation)	Election Night & Supply Pickup		$ 7,000.00	$ 43.83
1020	Clerks	930 Election Day @ $10.00 p/h @ aprox. 14 hours		$ 130,200.00	$ 815.28
1020	Emergency Response Personnel	ED - WH - Phone Bank - Techs		$ 13,000.00	$ 81.40
1020	Judges	312 Election Day @ $11.00 p/h @ aprox. 14 hours	Includes 2hrs pollbook	$ 48,100.00	$ 301.19
1020	Delivery	312 Election Day @ $25.00 ea		$ 7,800.00	$ 48.84
1050	County Employees OT			$ 1,500.00	$ 9.39
1050	Election Department OT	Includes CC VR		$ 16,000.00	$ 100.19
1050	Canvass Committee (Ballot Board & Sig. Verify)			$ 500.00	$ 3.13
1050	Sheriff's Deputies	22 deputies		$ 20,000.00	$ 125.23
1050	EV Security - Regional Sites			$ 3,000.00	$ 18.79
1050	Warehouse OT	FT & PT Employees		$ 11,000.00	$ 68.88
1060	Election Department Part Timers	Inclueds WH Temps		$ 5,000.00	$ 31.31
1060	Mail Workers / PA Workers (PR)			$ 3,500.00	$ 21.92
1060	Canvass Committee (includes supervisors)	BB & Signature Verification		$ 1,300.00	$ 8.14
1111	Social Security Chargeback	6.2%		$ 4,000.00	$ 25.05
1112	Medicare	1.45%		$ 2,000.00	$ 12.52
1113	PARS	1.3%		$ 300.00	$ 1.88
1150	Retirement Charge Back	11.5%		$ 8,000.00	$ 50.09
5590	Temporary Service			$ 20,000.00	$ 125.23
5590	Temporary Service	Bilingual Clerk		$ 5,000.00	$ 31.31
MILEAGE					
1080	Mileage for Deputies		$0.56	$ 2,000.00	$ 12.52
SERVICE EXPENSE					
5590	ES&S L and A Testing 1 person 2 days			$ 3,150.00	$ 19.72
5590	ES&S Election Day Support (3-Days Technical support, 5 person			$ 23,625.00	$ 147.93
5590	ES&S ExpressPass Election Setup Fee	1	$750.00	$ 750.00	$ 4.70
5590	Tech Support - AskEd	Robis		$ 5,600.00	$ 56.36
5590	NCTCOG			$ 95.00	$ 0.59

EXHIBIT A

POSTAGE					
2180	Poll location letters/Alt judge cards	National Data Services	e/Alt Judge/Blingual	**$ 2,000.00**	$ 12.52
2180	Polling Location Change	National Data Services		**$ 3,000.00**	$ 18.79
2170	Postage for Polling Location Change Cards	46,854	$0.26	**$ 12,000.00**	$ 75.14
2170	Election Paychecks	848	$0.46	**$ 400.00**	$ 2.50
PREPARATION & TRANSPORTATION OF VOTING EQUIPMENT					
2910	Election Day Equipment Delivery and Pickup	Warehouse	$45.00	**$ 600.00**	$ 3.76
2910	Election Day Equipment Delivery and Pickup	Extra Booths	$35.00	**$ 100.00**	$ 0.63
2910	Election Day Equipment Delivery and Pickup	312 Vendor Pick-Up	$70.00	**$ 21,840.00**	$ 136.76
SUPPLY EXPENSE					
2180	ADA Ballot & Seal Certificate	311	$3.40	**$ 1,055.85**	$ 6.61
2180	Official Optical Scan Ballots	278,450	$0.210	**$ 58,474.50**	$ 366.15
2180	Blank Ballot & Seal Certificate	30	$3.40	**$ 101.85**	$ 0.64
2180	Official Ballot & Seal Certificate	861	$3.40	**$ 2,923.10**	$ 18.30
2180	Test Ballots	10,432	$0.210	**$ 2,190.72**	$ 13.72
2180	Printing Expense	AC Printing LLC		**$ 300.00**	$ 1.88
2180	Provisional Ballot & Seal Certificate	861	$3.40	**$ 2,923.10**	$ 18.30
2180	Provisional Ballots	17,220	$0.09	**$ 1,549.80**	$ 9.70
2180	Sample Ballots	1,722	$0.09	**$ 154.98**	$ 0.97
2880	Voted Stamps	1,100	$1.05	**$ 1,155.00**	$ 7.23
2880	Supplies			**$ 2,500.00**	$ 15.65
FUEL					
3095	Gas for Techs	Tech Cars and Trucks		**$ 1,000.00**	$ 6.26
	Election Day Total			**$ 988,362.50**	**$ 6,210.16**

EXHIBIT A

ATTACHMENT B
DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION FOR CITIES AND SCHOOLS TO BE HELD ON SATURDAY, MAY 7, 2016

01	ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75001
02	BALCH SPRINGS NEW CITY HALL	13503 ALEXANDER ROAD	BALCH SPRINGS	75181
03	BALCH SPRINGS MUNICIPAL BLDG (OLD CITY HALL)	3117 HICKORY TREE ROAD	BALCH SPRINGS	75180
04	BELT LINE CONFERENCE CENTER	200 E BELT LINE ROAD	DESOTO	75115
05	BETHANY LUTHERAN CHURCH	10101 WALNUT HILL LANE	DALLAS	75238
06	BRADFIELD RECREATION CENTER (Replaces Richland College Garland Campus)	1146 CASTLE DRIVE	GARLAND	75040
07	CARROLLTON FARMERS BRANCH ISD ADMIN BUILDING	1445 N PERRY ROAD	CARROLLTON	75006
08	CARROLLTON LIBRARY AT HEBRON AND JOSEY	4220 N JOSEY LANE	CARROLLTON	75010
09	CEDAR HILL GOVERNMENT CENTER	285 UPTOWN BLVD	CEDAR HILL	75104
10	COCKRELL HILL CITY HALL	4125 W CLARENDON	COCKRELL HILL	75211
11	COPPELL TOWN CENTER	255 PARKWAY BLVD	COPPELL	75019
12	CROSSWINDS HIGH SCHOOL	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
13	DISD ADMINISTRATION BUILDING	3700 ROSS AVE	DALLAS	75204
14	DISCIPLE CENTRAL COMMUNITY CHURCH (Replaces DeSoto Town Center)	900 N POLK STREET #170	DESOTO	75115
15	DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
16	EASTFIELD COLLEGE PLEASANT GROVE CAMPUS	802 S BUCKNER	DALLAS	75217
17	EL CENTRO COLLEGE-WEST CAMPUS	3330 NORTH HAMPTON ROAD	DALLAS	75212
18	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
19	FRETZ PARK LIBRARY (Replaces Churchill Recreation Center)	6990 BELT LINE ROAD	DALLAS	75254
20	GRAUWYLER PARK REC CTR	7780 HARRY HINES BLVD	DALLAS	75235
21	HUTCHINS CITY HALL	321 NORTH MAIN STREET	HUTCHINS	75141
22	IRVING ARTS CENTER	3333 N MACARTHUR BLVD	IRVING	75062
23	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
24	JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006
25	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
26	LANCASTER VET. MEMORIAL LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER	75134
27	LOCHWOOD LIBRARY	11221 LOCHWOOD BLVD	DALLAS	75218
28	MARSH LANE BAPTIST CHURCH	10716 MARSH LANE	DALLAS	75229

EXHIBIT A

ATTACHMENT B
DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION FOR CITIES AND SCHOOLS TO BE HELD ON SATURDAY, MAY 7, 2016

29	MARTIN LUTHER KING CORE BLDG	2922 MLK BLVD	DALLAS	75215
30	MARTIN WEISS REC CENTER	1111 MARTINDELL AVE	DALLAS	75211
31	MOUNTAIN CREEK LIBRARY	6102 MOUNTAIN CREEK PKWY	DALLAS	75249
32	OAK CLIFF SUB-COURTHOUSE	410 S BECKLEY	DALLAS	75203
33	OUR REDEEMER LUTHERAN CHURCH	7611 PARK LANE	DALLAS	75225
34	PAUL L DUNBAR LANCASTER-KIEST LIBRARY (Replaces Veterans Admin Medical Center)	2008 EAST KIEST BLVD	DALLAS	75216
35	RECORDS BUILDING (To be determined)	509 MAIN STREET	DALLAS	75202
36	RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON	75080
37	ROWLETT CITY HALL ANNEX	4004 MAIN STREET	ROWLETT	75088
38	SACHSE CITY HALL	3815 SACHSE ROAD BUILDING B	SACHSE	75048
39	SAMUELL GRAND RECREATION CENTER (Replaces St Luke Community Life Center)	6200 EAST GRAND AVE	DALLAS	75223
40	SEAGOVILLE CITY HALL	702 N HIGHWAY 175	SEAGOVILLE	75159
41	SUNNYVALE TOWN CENTER	127 NORTH COLLINS ROAD	SUNNYVALE	75182
42	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063
43	VONITA WHITE ADMIN. BUILDING	200 SOUTH DENTON TAP ROAD	COPPELL	75019
44	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172

DATES AND TIMES OF EARLY VOTING

APR 25 (MONDAY THROUGH FRIDAY) APR 29	8 AM TO 5 PM
APR 30 (SATURDAY)	8 AM TO 5 PM
MAY 01 (SUNDAY)	1 PM TO 6 PM
MAY 02 (MONDAY AND TUESDAY) MAY 03	7 AM TO 7 PM

SUBJECT TO CHANGE: 2/10/2016

EXHIBIT A

ATTACHMENT B
DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION FOR CITIES AND SCHOOLS TO BE HELD ON SATURDAY, MAY 7, 2016

PARK CITIES SPECIAL JOINT ELECTION

01	HPISD ADMINISTRATION BUILDING	7015 WESTCHESTER DRIVE	DALLAS	75205

DATES AND TIMES FOR EARLY VOTING

APR 26 (MONDAY through FRIDAY) APR 29	8 AM TO 4:30 PM
MAY 2 (MONDAY and TUESDAY) MAY 3	7 AM TO 7 PM

Subject to change 2/22/2016

EXHIBIT A

ATTACHMENT B
DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION FOR CITIES AND SCHOOLS TO BE HELD ON SATURDAY, MAY 7, 2016

Coppell ISD Mobile Voting

01	COPPELL HIGH SCHOOL	185 WEST PARKWAY BLVD.	COPPELL	75019
02	COTTENWOOD CREEK ELEMENTARY SCHOOL	615 MINYARD DRIVE	COPPELL	75019
03	DENTON CREEK ELEMENTARY SCHOOL	250 NATCHES TRACE	COPPELL	75019
04	BARBARA S AUTIN ELEMENTARY SCHOOL	161 SOUTH MOORE ROAD	COPPELL	75019

DATES AND TIMES FOR EARLY VOTING

MONDAY, APRIL 25, 2016	11:00 AM – 7:00 PM
TUESDAY, APRIL 26, 2016	11:00 AM – 7:00 PM
WEDNESDAY, APRIL 27, 2016	11:00 AM – 7:00 PM

01	COPPELL MIDDLE SCHOOL WEST	1301 WRANGLER CIRCLE	COPPELL	75019
02	RICHARD J LEE ELEMENTARY SCHOOL	8808 CHAPARRAL WATERS WAY	COPPELL	75019
03	MOCKINBIRD ELEMENTARY SCHOOL	300 MOCKINGBIRD LANE	COPPELL	75019
04	TOWN CENTER ELEMENTARY SCHOOL	185 NORTH HEARTZ ROAD	COPPELL	75019

DATES AND TIMES FOR EARLY VOTING

THURSDAY, APRIL 28, 2016	7:00 AM – 7:00 PM
FRIDAY, APRIL 29, 2016	11:00 AM – 7:00 PM

01	NEW TECH HIGH	113 SAMUEL BLVD.	COPPELL	75019
02	VALLEY RANCH ELEMENTARY SCHOOL	9800 RODEO DRIVE	COPPELL	75019
03	W. W. PINKERTON ELEMENTARY SCHOOL	260 SOUTHWESTERN BLVD.	COPPELL	75019

DATES AND TIMES FOR EARLY VOTING

SATURDAY, APRIL 30, 2016	11:00 AM – 7:00 PM
SUNDAY, MAY 1, 2016	11:00 AM – 7:00 PM

EXHIBIT A

ATTACHMENT B
DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION FOR CITIES AND SCHOOLS TO BE HELD ON SATURDAY, MAY 7, 2016

01	COPPELL MIDDLE SCHOOL EAST	400 MOCKINGBIRD LANE	COPPELL	75019
02	COPPELL MIDDLE SCHOOL NORTH	120 NATCHES TRACE	COPPELL	75019
03	LAKESIDE ELEMENTARY SCHOOL	1100 VILLAGE PARKWAY	COPPELL	75019
04	W. H. WILSON ELEMENTARY SCHOOL	200 SOUTH COPPELL ROAD	COPPELL	75019

DATES AND TIMES FOR EARLY VOTING

MONDAY, MAY 2, 2016	7:00 AM – 7:00 PM
TUESDAY, MAY 3, 2016	7:00 AM – 7:00 PM

EXHIBIT A

ATTACHMENT B
DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION FOR CITIES AND SCHOOLS TO BE HELD ON SATURDAY, MAY 7, 2016

RICHARDSON ISD MOBLE VOTING

01	JJ PEARCE HIGH SCHOOL	1600 N COIT ROAD	RICHARDSON	75080

DATE AND TIMES FOR EARLY VOTING
MONDAY, ARRIL 25, 2016 4:00 PM – 9:00 PM

02	WESTWOOD JR HIGH SCHOOL	7630 ARAPAHO RD	DALLAS	75248

DATE AND TIMES FOR EARLY VOTING
MONDAY, ARRIL 25, 2016 4:00 PM – 6:00 PM

03	MOSS HAVEN ELEMENTARY	90 MOSS FARM LANE	DALLAS	75243

DATE AND TIMES FOR EARLY VOTING
MONDAY, ARRIL 25, 2016 3:00 PM – 6:30 PM

01	LAKE HIGHLANDS JR HIGH SCHOOL	10301 WALNUT HILL LANE	DALLAS	75238

DATE AND TIMES FOR EARLY VOTING
TUESDAY, ARRIL 26, 2016 4:00 PM – 6:00 PM

01	MOHAWK ELEMENTARY SCHOOL	1500 MIMOA DRIVE	RICHARDSON	75080

DATE AND TIMES FOR EARLY VOTING
WEDNESDAY, ARRIL 27, 2016 3:00 PM – 6:30 PM

02	LAKE HIGHLANDS HIGH SCHOOL	9449 CHURCH ROAD	DALLAS	75238

DATE AND TIMES FOR EARLY VOTING
WEDNESDAY, ARRIL 27, 2016 4:00 PM – 9:00 PM

EXHIBIT A

ATTACHMENT B
DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION FOR CITIES AND SCHOOLS TO BE HELD ON SATURDAY, MAY 7, 2016

01	PARKHILL JR HIGH SCHOOL	16500 SHADYBANK DRIVE	DALLAS	75248

DATE AND TIME FOR EARLY VOTING

THURSDAY, APRIL 28, 2016 4:00 PM – 6:00 PM

02	BERKNER HIGH SCHOOL	1600 E SPRING VALLEY ROAD	RICHARDSON	75081

DATE AND TIME FOR EARLY VOTING

THURSDAY, APRIL 28, 2016 4:00 PM – 9:00 PM

03	APOLLO JR HIGH SCHOOL	1600 APOLLO ROAD	RICHARDSON	75081

DATE AND TIME FOR EARLY VOTING

THURSDAY, APRIL 28, 2016 4:00 PM – 6:00 PM

01	RICHARDSON HIGH SCHOOL	1250 W BELT LINE ROAD	RICHARDSON	75080

DATE AND TIME FOR EARLY VOTING

TUESDAY, MAY 3, 2016 4:00 PM – 7:00 PM

Subject to change: 2/11/2016

EXHIBIT A

2016 Joint Election Day Locations

"Attachment C"

Precinct	Location	Out of County
0017	Seagoville City Hall 702 N Hwy 175 Seagoville 75159	KAUFMAN
001A	Cullins Lake Pointe School 5701 Scenic Dr Rowlett 75088	ROCKWALL
0029	Horn High School 3300 East Cartwright Rd Mesquite 75181	KAUFMAN
002B	Cullins Lake Pointe School 5701 Scenic Dr Rowlett 75088	ROCKWALL
0094	Spring Creek Elem -GISD 1510 Spring Creek Dr Garland 75040	COLLIN
0101	Lake Ridge Elem School 1020 Lake Ridge Pkwy Cedar Hill 75104	ELLIS
0125	Spring Creek Elem -GISD 1510 Spring Creek Dr Garland 75040	COLLIN
0144	Sachse City Hall 3815 Sachse Rd, Building B Sachse 75048	COLLIN
0153	Sachse City Hall 3815 Sachse Rd, Building B Sachse 75048	COLLIN
0170	Sachse City Hall 3815 Sachse Rd, Building B Sachse 75048	COLLIN
02000	Frankford Town Homes 18110 Marsh Lane Dallas 75287	DENTON
02001	Frankford Town Homes 18110 Marsh Lane Dallas 75287	DENTON
02002	Frankford Town Homes 18110 Marsh Lane Dallas 75287	DENTON
02003	Hebron And Josey Library 4220 N Josey Ln Carrollton 75010	DENTON
02004	Rosemeade Rec Center 1330 E Rosemeade Pkwy Carrollton 75007	DENTON
02005	Rosemeade Rec Center 1330 E Rosemeade Pkwy Carrollton 75007	DENTON
02009	Rosemeade Rec Center 1330 E Rosemeade Pkwy Carrollton 75007	DENTON
02010	Hebron And Josey Library 4220 N Josey Ln Carrollton 75010	DENTON
02011	Hebron And Josey Library 4220 N Josey Ln Carrollton 75010	DENTON
1003	Hamilton Park Pacesetter 8301 Town St Dallas 75243	
1004	Forest Meadow Jr High School 9373 Whitehurst Dr Dallas 75243	
1005	New Mount Zion Baptist Church 9530 Shepherd Rd Dallas 75243	
1006	Moss Haven Elem School 9202 Moss Farms Lane Dallas 75243	
1007	Moss Haven Elem School 9202 Moss Farms Lane Dallas 75243	
1008	Lee Mcshann Jr. Elem School 8307 Meadow Rd Dallas 75231	
1010	Lee Mcshann Jr. Elem School 8307 Meadow Rd Dallas 75231	
1012	Vickery Baptist Church 5814 Ridgecrest Rd Dallas 75231	
1013	North Dallas High School 3120 N Haskell Ave Dallas 75204	
1015	Multiple Careers Magnet Center 4528 Rusk Ave Dallas 75204	
1016	JFK Learning Center 1802 Moser Ave Dallas 75206	
1017	JFK Learning Center 1802 Moser Ave Dallas 75206	
1018	Ben Milam Elem School-DISD 4200 McKinney Ave Dallas 75205	
1019	Dallas Fire Station # 17 6045 Belmont Ave Dallas 75206	
1020	Ben Milam Elem School-DISD 4200 McKinney Ave Dallas 75205	
1021	Oaklawn Branch Library 4100 Cedar Springs Rd Dallas 75219	
1022	Oaklawn Branch Library 4100 Cedar Springs Rd Dallas 75219	
1023	The Fathers Church 2707 Abrams Road Dallas 75214	
1026	Richland College 12800 Abrams Road Dallas 75243	
1027	Audelia Creek Elem School 12600 Audelia Rd Dallas 75243	
1028	Audelia Creek Elem School 12600 Audelia Rd Dallas 75243	
1029	Richland College 12800 Abrams Road Dallas 75243	
1030	A M Aikin Elem School 12300 Pleasant Valley Dr Dallas 75243	
1032	Northwood Hills Elem School 14532 Meandering Way Dallas 75254	
1033	Spring Valley Elem School 13535 Spring Grove Rd Dallas 75240	
1035	RISD Academy 13630 Coit Road Dallas 75240	
1036	RISD Academy 13630 Coit Road Dallas 75240	
1037	RISD Academy 13630 Coit Road Dallas 75240	
1038	A M Aikin Elem School 12300 Pleasant Valley Dr Dallas 75243	
1039	Lake Highlands High School 9449 Church Road Dallas 75238	
1040	Dallas Fire Station #57 10801 Audelia Road Dallas 75238	
1041	Dallas Fire Station #57 10801 Audelia Road Dallas 75238	

Precinct	Location	Out of County
1042	A M Aikin Elem School 12300 Pleasant Valley Dr Dallas 75243	
1043	Skyview Elem School 9229 Meadowknoll Dr Dallas 75243	
1044	Lake Highlands High School 9449 Church Road Dallas 75238	
1047	Martha T Reilly Elem School 11230 Lippitt Ave Dallas 75218	
1048	Martha T Reilly Elem School 11230 Lippitt Ave Dallas 75218	
1049	Merriman Park Elem School 7101 Winedale Dr Dallas 75231	
1050	Eduardo Mata Elem School 7420 La Vista Dr Dallas 75214	
1051	Alex Sanger Elem School 8410 San Leandro Dr Dallas 75218	
1052	Lochwood Branch Library 11221 Lochwood Blvd Dallas 75218	
1054	Casa View Elem School 2100 N Farola Dr Dallas 75228	
1055	Casa View Elem School 2100 N Farola Dr Dallas 75228	
1056	Charles A Gill Elem School 10910 Ferguson Rd Dallas 75228	
1057	St Pius X Church Parish 3030 Gus Thomasson Dallas 75228	
1058	Bryan Adams High School 2101 Millmar Dr Dallas 75228	
1059	Reinhardt Elem School 10122 Losa Dr Dallas 75218	
1060	Alex Sanger Elem School 8410 San Leandro Dr Dallas 75218	
1061	W H Gaston Middle School 9565 Mercer Drive Dallas 75228	
1062	Edwin J. Kiest Elem School 2611 Healey Dr Dallas 75228	
1063	George Truett Elem School 1811 Gross Rd Dallas 75228	
1064	George Truett Elem School 1811 Gross Rd Dallas 75228	
1065	George Truett Elem School 1811 Gross Rd Dallas 75228	
1067	George Truett Elem School 1811 Gross Rd Dallas 75228	
1068	Charles A Gill Elem School 10910 Ferguson Rd Dallas 75228	
1069	Grace United Methodist Church 4105 Junius St Dallas 75246	
1070	Grace United Methodist Church 4105 Junius St Dallas 75246	
1071	Lakewood Branch Library 6121 Worth Street Dallas 75214	
1073	Junius Heights Baptist Church 5429 Reiger Ave Dallas 75214	
1076	Eduardo Mata Elem School 7420 La Vista Dr Dallas 75214	
1079	S S Conner Elem School 3037 Green Meadow Dr Dallas 75228	
1080	S S Conner Elem School 3037 Green Meadow Dr Dallas 75228	
1081	Owenwood Un Methodist Church 1451 John West Road Dallas 75228	
1086	Owenwood Un Methodist Church 1451 John West Road Dallas 75228	
1087	Skyline High School 7777 Forney Road Dallas 75227	
1089	Forrester Field House 8233 Military Pkwy Dallas 75227	
1090	San Jacinto Elem School 7900 Hume Drive Dallas 75227	
1091	Annie Webb Blanton School 8915 Greenmound Ave Dallas 75227	
1092	Edward Titche Elem School 9560 Highfield Dr Dallas 75227	
1093	Nueva Vida Pleasant Grove 10747 Bruton Rd Dallas 75217	
1094	John Ireland Elem School 1515 N Jim Miller Rd Dallas 75217	
1095	Nathaniel Hawthorne Elem School 7800 Umphress Road Dallas 75217	
1096	Nathaniel Hawthorne Elem School 7800 Umphress Road Dallas 75217	
1097	W W Samuell High School 8928 Palisade Dr Dallas 75217	
1098	Fred F Florence Middle School 1625 N Masters Dr Dallas 75217	
1099	Fred F Florence Middle School 1625 N Masters Dr Dallas 75217	
1100	E B Comstock Middle School 7044 Hodde St Dallas 75217	
1101	Pleasant Grove Library 7310 Lake June Rd Dallas 75217	
1102	B H Macon Elem School 650 Holcomb Rd Dallas 75217	
1103	B H Macon Elem School 650 Holcomb Rd Dallas 75217	
1104	William Anderson Elem School 620 N St Augustine Dr Dallas 75217	
1105	William Anderson Elem School 620 N St Augustine Dr Dallas 75217	
1106	Richard Lagow Elem School 637 Edgeworth Dr Dallas 75217	
1107	Richard Lagow Elem School 637 Edgeworth Dr Dallas 75217	
1108	H Grady Spruce High School 9733 Old Seagoville Rd Dallas 75217	
1109	Fireside Drive Baptist Church 8805 Fireside Dr Dallas 75217	
1110	Richard Lagow Elem School 637 Edgeworth Dr Dallas 75217	

Precinct	Location	Out of County
1111	Fireside Drive Baptist Church 8805 Fireside Dr Dallas 75217	
1114	Owenwood Un Methodist Church 1451 John West Road Dallas 75228	
1115	St Pius X Church Parish 3030 Gus Thomasson Dallas 75228	
1116	Edwin J. Kiest Elem School 2611 Healey Dr Dallas 75228	
1117	North Dallas High School 3120 N Haskell Ave Dallas 75204	
1118	J W Ray Elem School 2211 Caddo St Dallas 75204	
1120	JFK Learning Center 1802 Moser Ave Dallas 75206	
1121	Living Waters Church of God 11110 Shiloh Rd Dallas 75228	
1122	Grace United Methodist Church 4105 Junius St Dallas 75246	
1125	Living Waters Church of God 11110 Shiloh Rd Dallas 75228	
1127	RISD Academy 13630 Coit Road Dallas 75240	
1128	Lake Highlands High School 9449 Church Road Dallas 75238	
1129	Highland Meadows Elementary 8939 Whitewing Ln Dallas 75238	
1131	Grace United Methodist Church 4105 Junius St Dallas 75246	
1133	Alex Sanger Elem School 8410 San Leandro Dr Dallas 75218	
1135	Fred F Florence Middle School 1625 N Masters Dr Dallas 75217	
1136	Richard Lagow Elem School 637 Edgeworth Dr Dallas 75217	
1137	Edwin J. Kiest Elem School 2611 Healey Dr Dallas 75228	
1139	Florence Park Community Ctr 2501 Whitson Way Mesquite 75150	
1300	Florence Park Community Ctr 2501 Whitson Way Mesquite 75150	
1301	Florence Park Community Ctr 2501 Whitson Way Mesquite 75150	
1302	Florence Park Community Ctr 2501 Whitson Way Mesquite 75150	
1303	George Truett Elem School 1811 Gross Rd Dallas 75228	
1304	Tosch Elem School 2424 Larchmont Dr Mesquite 75150	
1305	Florence Park Community Ctr 2501 Whitson Way Mesquite 75150	
1307	Tosch Elem School 2424 Larchmont Dr Mesquite 75150	
1308	Tosch Elem School 2424 Larchmont Dr Mesquite 75150	
1309	Tosch Elem School 2424 Larchmont Dr Mesquite 75150	
1310	Tosch Elem School 2424 Larchmont Dr Mesquite 75150	
1311	Galloway Elem School 200 Clary Dr Mesquite 75149	
1312	Galloway Elem School 200 Clary Dr Mesquite 75149	
1313	Galloway Elem School 200 Clary Dr Mesquite 75149	
1314	Galloway Elem School 200 Clary Dr Mesquite 75149	
1315	Florence Park Community Ctr 2501 Whitson Way Mesquite 75150	
1316	Tosch Elem School 2424 Larchmont Dr Mesquite 75150	
1500	Dover Elem School 700 Dover Drive Richardson 75080	
1501	Professional Development Ctr -RISD 701 W Belt Line Road Richardson 75080	
1502	Math/Science Technology Magnet -RISD 450 Abrams Road Richardson 75081	
1503	Richland Elem School 550 Park Bend Dr Richardson 75081	
1504	Richland Elem School 550 Park Bend Dr Richardson 75081	
1700	Bradfield Recreation Center 1146 Castle Dr Garland 75040	
1701	Bussey Middle School 1204 Travis St Garland 75040	
1702	Golden Meadows Elem School 1726 Travis St Garland 75042	
1703	A R Davis Elem School 1621 McCallum Dr Garland 75042	
1704	O. Henry Elementary School 4100 Tynes Dr Garland 75042	
1705	O. Henry Elementary School 4100 Tynes Dr Garland 75042	
1706	Bradfield Elem School -GISD 3817 Bucknell Dr Garland 75042	
1707	A R Davis Elem School 1621 McCallum Dr Garland 75042	
1708	Bussey Middle School 1204 Travis St Garland 75040	
1709	Austin Academy 1125 Beverly Dr Garland 75040	
1710	Kimberlin Academy 1520 Cumberland Dr Garland 75040	
1711	Garland High School 310 S Garland Ave Garland 75040	
1712	Williams Elem School 1821 Old Gate Ln Garland 75042	
1713	Memorial Pathway Academy 2825 S First St Garland 75041	
1714	Memorial Pathway Academy 2825 S First St Garland 75041	

Precinct	Location	Out of County
1715	Watson Technology Center 2601 Dairy Rd Garland 75041	
1716	Club Hill Elem School 1330 Colonel Dr Garland 75043	
1717	Classical Center At Brandenburg 626 Nickens Rd Garland 75043	
1718	Southgate Elem School 1115 Mayfield Ave Garland 75041	
1719	O'Banion Middle School 700 Birchwood Dr Garland 75043	
1720	O'Banion Middle School 700 Birchwood Dr Garland 75043	
1721	Classical Center At Vial 126 Creekview Dr Garland 75043	
1722	Classical Center At Vial 126 Creekview Dr Garland 75043	
1723	Classical Center At Vial 126 Creekview Dr Garland 75043	
1724	Classical Center At Vial 126 Creekview Dr Garland 75043	
1725	Southgate Elem School 1115 Mayfield Ave Garland 75041	
1726	Routh Roach Elem School 1811 Mayfield Ave Garland 75041	
1727	Williams Elem School 1821 Old Gate Ln Garland 75042	
1728	Sam Houston Middle School 2232 Sussex Dr Garland 75041	
1729	Watson Technology Center 2601 Dairy Rd Garland 75041	
2002	Thomas C Marsh Middle School 3838 Crown Shore Dr Dallas 75244	
2003	W T White High School 4505 Ridgeside Dr Dallas 75244	
2004	Nathan Adams Elem School 12600 Welch Rd Dallas 75244	
2005	DeGolyer Elem School 3453 Flair Dr Dallas 75229	
2006	Harry C Withers Elem School 3959 Northaven Rd Dallas 75229	
2007	John Calvin Presbyterian Church 4151 Royal Ln Dallas 75229	
2008	John J Pershing Elem School 5715 Meaders Lane Dallas 75229	
2009	L G Cigarroa Elem School 9990 Webb Chapel Rd Dallas 75220	
2010	Walnut Hill Recreation Center 10011 Midway Rd Dallas 75229	
2011	Walnut Hill Recreation Center 10011 Midway Rd Dallas 75229	
2012	Walnut Hill Recreation Center 10011 Midway Rd Dallas 75229	
2013	Lovers Lane Un Methodist Church 9200 Inwood Rd Dallas 75220	
2014	Lovers Lane Un Methodist Church 9200 Inwood Rd Dallas 75220	
2015	Ewell D Walker Middle School 12532 Nuestra Dr Dallas 75230	
2016	Unity Church of Dallas 6525 Forest Lane Dallas 75230	
2017	Unity Church of Dallas 6525 Forest Lane Dallas 75230	
2018	Northhaven United Methodist 11211 Preston Rd Dallas 75230	
2020	Arthur Kramer Elementary 7131 Midbury Dr Dallas 75230	
2021	Preston Hollow Un Methodist Church 6315 Walnut Hill Dallas 75230	
2023	Benjamin Franklin Middle School 6920 Meadow Rd Dallas 75230	
2024	Benjamin Franklin Middle School 6920 Meadow Rd Dallas 75230	
2025	Hillcrest High School 9924 Hillcrest Rd Dallas 75230	
2026	Hillcrest High School 9924 Hillcrest Rd Dallas 75230	
2027	Our Redeemer Lutheran Church 7611 Park Lane Dallas 75225	
2029	Westminster Presbyterian Church 8200 Devonshire Dr Dallas 75209	
2030	Our Redeemer Lutheran Church 7611 Park Lane Dallas 75225	
2031	Skillman Southwest Branch Library 5707 Skillman St Dallas 75206	
2032	Skillman Southwest Branch Library 5707 Skillman St Dallas 75206	
2033	Skillman Southwest Branch Library 5707 Skillman St Dallas 75206	
2034	Henry W Longfellow Middle School 5314 Boaz St Dallas 75209	
2035	Stonewall Jackson Elem School 5828 Mockingbird Ln Dallas 75206	
2036	Zion Lutheran Church 6121 E Lovers Lane Dallas 75214	
2037	John Armstrong Elementary School 3600 Cornell Ave Dallas 75205	
2038	Stonewall Jackson Elem School 5828 Mockingbird Ln Dallas 75206	
2039	Robert E Lee Elem School 2911 Delmar Ave Dallas 75206	
2040	St. Andrews Presbyterian Church 3204 Skillman St Dallas 75214	
2041	Presbyterian Medical Office North 17110 Dallas Pkwy Dallas 75248	
2042	Parkhill Jr High School 16500 Shadybank Dr Dallas 75248	
2043	Brentfield Intermediate School 6767 Brentfield Dr Dallas 75248	
2044	Texas A&M Research Center 17360 Coit Rd Dallas 75248	

Precinct	Location	Out of County
2045	Parkhill Jr High School 16500 Shadybank Dr Dallas 75248	
2046	James Bowie Elem School -RISD 7643 Lamanga Dr Dallas 75248	
2047	James Bowie Elem School -RISD 7643 Lamanga Dr Dallas 75248	
2049	Prestonwood Elem School 6525 La Cosa Dr Dallas 75248	
2050	Prestonwood Elem School 6525 La Cosa Dr Dallas 75248	
2051	Spring Creek Elem -RISD 7667 Round Rock Rd Dallas 75248	
2052	Northwood Hills Elem School 14532 Meandering Way Dallas 75254	
2056	King Of Glory Lutheran Church 6411 LBJ Freeway Dallas 75240	
2057	Spring Valley Elem School 13535 Spring Grove Rd Dallas 75240	
2058	Park Central Baptist Church 7777 LBJ Fwy Dallas 75240	
2059	Wallace Elem School-RISD 9921 Kirkhaven Dr Dallas 75238	
2060	Northlake Elem School -RISD 10059 Ravensway Dr Dallas 75238	
2061	Lake Highlands Elem School 9501 Ferndale Rd Dallas 75238	
2062	Lake Highlands Jr High 10301 Walnut Hill Ln Dallas 75238	
2063	Wallace Elem School-RISD 9921 Kirkhaven Dr Dallas 75238	
2064	Highland Oaks Church of Christ 10805 Walnut Hill Ln Dallas 75238	
2065	Victor Hexter Elem School 9720 Waterview Rd Dallas 75218	
2066	White Rock Elem School 9229 Chiswell Rd Dallas 75238	
2068	Dan D Rogers Elem School 5314 Abrams Rd Dallas 75214	
2069	Ridgewood Recreation Ctr 6818 Fisher Road Dallas 75214	
2070	Northridge Presbyterian Church 6920 Bob-O-link Dr Dallas 75214	
2071	Lakewood Elem School 3000 Hillbrook St Dallas 75214	
2072	Northridge Presbyterian Church 6920 Bob-O-link Dr Dallas 75214	
2073	Bath House Cultural Center 521 E Lawther Dr Dallas 75218	
2074	Cimarron Recreation Center 201 Red River Trl Irving 75063	
2077	Ewell D Walker Middle School 12532 Nuestra Dr Dallas 75230	
2200	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2201	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2202	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2203	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2220	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2221	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2222	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2223	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2224	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2225	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2226	Highland Park Middle School 3555 Granada Ave Dallas 75205	
2300	St Andrews Episcopal Church 2783 Valwood Pkwy Farmers Branch 75234	
2301	Farmers Branch Recreation Center 14050 Heartside Place Farmers Branch 75234	
2302	Farmers Branch City Hall 13000 William Dodson Pkwy Farmers Branch 75234	
2303	Farmers Branch Recreation Center 14050 Heartside Place Farmers Branch 75234	
2305	Farmers Branch City Hall 13000 William Dodson Pkwy Farmers Branch 75234	
2306	Farmers Branch City Hall 13000 William Dodson Pkwy Farmers Branch 75234	
2307	Farmers Branch City Hall 13000 William Dodson Pkwy Farmers Branch 75234	
2308	Farmers Branch City Hall 13000 William Dodson Pkwy Farmers Branch 75234	
2309	Farmers Branch City Hall 13000 William Dodson Pkwy Farmers Branch 75234	
2310	Farmers Branch City Hall 13000 William Dodson Pkwy Farmers Branch 75234	
2311	St Andrews Episcopal Church 2783 Valwood Pkwy Farmers Branch 75234	
2312	Farmers Branch City Hall 13000 William Dodson Pkwy Farmers Branch 75234	
2400	Josey Ranch Lake Library 1700 Keller Springs Rd Carrollton 75006	
2401	Josey Ranch Lake Library 1700 Keller Springs Rd Carrollton 75006	
2402	Josey Ranch Lake Library 1700 Keller Springs Rd Carrollton 75006	
2403	Josey Ranch Lake Library 1700 Keller Springs Rd Carrollton 75006	
2404	Josey Ranch Lake Library 1700 Keller Springs Rd Carrollton 75006	
2405	Josey Ranch Lake Library 1700 Keller Springs Rd Carrollton 75006	

Precinct	Location	Out of County
2406	Josey Ranch Lake Library 1700 Keller Springs Rd Carrollton 75006	
2407	Josey Ranch Lake Library 1700 Keller Springs Rd Carrollton 75006	
2408	Crosby Road Rec Center 1610 E Crosby Rd Carrollton 75006	
2409	North Dallas Family Church 1700 S Josey Ln Carrollton 75006	
2410	Kelly Field House 2000 Kelly Blvd Carrollton 75006	
2411	Crosby Road Rec Center 1610 E Crosby Rd Carrollton 75006	
2500	Greenwood Hills Elem School 1313 West Shore Dr Richardson 75080	
2501	Canyon Creek Elem School 2100 Copper Ridge Dr Richardson 75080	
2502	Prairie Creek Elem School 2120 E Prairie Creek Dr Richardson 75080	
2503	Mohawk Elem School 1500 Mimosa Dr Richardson 75080	
2504	Richardson N Jr High School 1820 N Floyd Road Richardson 75080	
2505	Northrich Elem School 1301 Custer Road Richardson 75080	
2506	Arapaho Classical Magnet School 1300 Cypress Dr Richardson 75080	
2507	Richardson Heights Elem 101 N Floyd Road Richardson 75080	
2508	Richardson Terrace Elementary 300 N Dorothy Dr Richardson 75081	
2509	Richardson East Church Of Christ 1504 E Campbell Road Richardson 75081	
2510	Yale Elem School 1900 E Collins Blvd Richardson 75081	
2511	Dartmouth Elem School 417 Dartmouth Ln Richardson 75081	
2512	Dartmouth Elem School 417 Dartmouth Ln Richardson 75081	
2513	Springridge Elem School 1801 E Spring Valley Rd Richardson 75081	
2514	Jess Harben Elem School 600 S Glenville Dr Richardson 75081	
2601	Cimarron Recreation Center 201 Red River Trl Irving 75063	
2602	Cimarron Recreation Center 201 Red River Trl Irving 75063	
2603	Cimarron Recreation Center 201 Red River Trl Irving 75063	
2604	Cimarron Recreation Center 201 Red River Trl Irving 75063	
2605	Cimarron Recreation Center 201 Red River Trl Irving 75063	
2700	Big Springs Elem School 3301 W Campbell Rd Garland 75044	
2701	Spring Park Sports Club 3330 Springpark Way Garland 75044	
2702	Spring Creek Elem -GISD 1510 Spring Creek Dr Garland 75040	
2703	Wallace Ethridge Elem School 2301 Sam Houston Dr Garland 75044	
2704	Hickman Elem School 3114 Pinewood Dr Garland 75044	
2705	Hickman Elem School 3114 Pinewood Dr Garland 75044	
2706	Wallace Ethridge Elem School 2301 Sam Houston Dr Garland 75044	
2707	Wallace Ethridge Elem School 2301 Sam Houston Dr Garland 75044	
2708	Spring Creek Elem -GISD 1510 Spring Creek Dr Garland 75040	
2709	Cooper Elem School 1200 Kingsbridge Dr Garland 75040	
2710	Lister Elem School 3131 Mars Dr Garland 75040	
2711	Lister Elem School 3131 Mars Dr Garland 75040	
2712	Northlake Elem School -GISD 1626 Bosque Dr Garland 75040	
2713	Club Hill Elem School 1330 Colonel Dr Garland 75043	
2714	Lakeview Centennial High School 3505 Hayman Dr Garland 75043	
2715	Spring Creek Elem -GISD 1510 Spring Creek Dr Garland 75040	
2716	Northlake Elem School -GISD 1626 Bosque Dr Garland 75040	
2717	Northlake Elem School -GISD 1626 Bosque Dr Garland 75040	
2800	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2801	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2802	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2803	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2804	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2805	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2806	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2807	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2808	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2809	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2810	Coppell Town Center 255 Parkway Blvd Coppell 75019	

Precinct	Location	Out of County
2900	Addison Fire Station #2 3950 Beltway Dr Addison 75001	
2901	Addison Fire Station #2 3950 Beltway Dr Addison 75001	
2902	Addison Fire Department 4798 Airport Pkwy Addison 75001	
2903	Addison Fire Department 4798 Airport Pkwy Addison 75001	
2904	Addison Fire Department 4798 Airport Pkwy Addison 75001	
2905	Addison Fire Department 4798 Airport Pkwy Addison 75001	
2910	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2911	Coppell Town Center 255 Parkway Blvd Coppell 75019	
2920	Coyle Middle School 4500 Skyline Drive Rowlett 75088	
2921	Coyle Middle School 4500 Skyline Drive Rowlett 75088	
2922	Schrade Middle School 6201 Danridge Rd Rowlett 75089	
2923	Herfurth Elem School 7500 Miller Rd Rowlett 75088	
2924	Coyle Middle School 4500 Skyline Drive Rowlett 75088	
2925	Coyle Middle School 4500 Skyline Drive Rowlett 75088	
2926	Herfurth Elem School 7500 Miller Rd Rowlett 75088	
2927	Schrade Middle School 6201 Danridge Rd Rowlett 75089	
2928	Coyle Middle School 4500 Skyline Drive Rowlett 75088	
2929	Coyle Middle School 4500 Skyline Drive Rowlett 75088	
2940	Sachse City Hall 3815 Sachse Rd, Building B Sachse 75048	
2941	Sachse City Hall 3815 Sachse Rd, Building B Sachse 75048	
2942	Sachse City Hall 3815 Sachse Rd, Building B Sachse 75048	
3000	William B Travis Vanguard 3001 Mckinney Ave Dallas 75204	
3001	Fairmeadows Elem School 101 E Fairmeadows Dr Duncanville 75116	
3005	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
3006	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
3007	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
3008	Dallas County Courthouse - Allen 600 Commerce St Dallas 75202	
3009	Exall Park Rec Center 1355 Adair St Dallas 75204	
3010	Exall Park Rec Center 1355 Adair St Dallas 75204	
3012	Evangelist Temple Church 2627 Dorris St Dallas 75215	
3013	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3014	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3015	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3016	Bill J Priest Institute 1402 Corinth St Dallas 75215	
3030	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3031	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3032	James Bowie Elem School-DISD 330 N Marsalis Ave Dallas 75203	
3033	Greater Mt Pleasant Baptist Church 1403 Morrell Ave Dallas 75203	
3034	Greater Mt Pleasant Baptist Church 1403 Morrell Ave Dallas 75203	
3035	F D Roosevelt High School 525 Bonnie View Dr Dallas 75203	
3037	The Way-Truth-Life Christian Church 1702 Denley Dr Dallas 75216	
3038	The Way-Truth-Life Christian Church 1702 Denley Dr Dallas 75216	
3039	Oliver W Holmes Middle School 2001 E Kiest Blvd Dallas 75216	
3042	John Neely Bryan Elem School 2001 Deer Path Dr Dallas 75216	
3043	John Neely Bryan Elem School 2001 Deer Path Dr Dallas 75216	
3044	W W Bushman Elem School 4200 Bonnie View Rd Dallas 75216	
3045	Gethsemane Baptist Church 4600 Solar Ln Dallas 75216	
3048	South Oak Cliff High School 3601 S Marsalis Ave Dallas 75216	
3049	Clara Oliver Annex 4010 Idaho Ave Dallas 75216	
3050	H I Holland Elem School at Lisbon 4203 S Lancaster Rd Dallas 75216	
3051	Fountain of Living Word Church 2543 E Ledbetter Dr Dallas 75216	
3052	Elisha M Pease Elem School 2914 Cummings St Dallas 75216	
3053	Fairmeadows Elem School 101 E Fairmeadows Dr Duncanville 75116	
3061	New Tech High School @ A Maceo Smith 3030 Stag Rd Dallas 75241	
3062	J N Ervin Elem School 3722 Black Oak Dr Dallas 75241	

Precinct	Location	Out of County
3067	Reed Middle School 530 E Freeman St Duncanville 75116	
3069	Cornerstone Community Church 2817 Cherry Valley Blvd Dallas 75241	
3070	Tommie Allen Rec Center 7071 Bonnie View Dr Dallas 75241	
3071	Highland Hills Un Methodist Church 3800 Simpson Stuart Rd Dallas 75241	
3072	Tommie Allen Rec Center 7071 Bonnie View Dr Dallas 75241	
3073	Tommie Allen Rec Center 7071 Bonnie View Dr Dallas 75241	
3075	Cornerstone Community Church 2817 Cherry Valley Blvd Dallas 75241	
3077	Park In The Woods Rec Center 6801 Mountain Creek Pkwy Dallas 75249	
3078	Park In The Woods Rec Center 6801 Mountain Creek Pkwy Dallas 75249	
3079	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3080	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3081	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
3082	W A Blair Elem School 7720 Gayglen Dr Dallas 75217	
3083	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3084	James Bowie Elem School-DISD 330 N Marsalis Ave Dallas 75203	
3086	William B Travis Vanguard 3001 Mckinney Ave Dallas 75204	
3089	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
3092	Fairmeadows Elem School 101 E Fairmeadows Dr Duncanville 75116	
3093	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253	
3094	James Bowie Elem School-DISD 330 N Marsalis Ave Dallas 75203	
3097	Clara Oliver Annex 4010 Idaho Ave Dallas 75216	
3098	H I Holland Elem School at Lisbon 4203 S Lancaster Rd Dallas 75216	
3099	Cornerstone Community Church 2817 Cherry Valley Blvd Dallas 75241	
3100	Belt Line Intermediate School 504 E Belt Line Rd Cedar Hill 75104	
3101	Belt Line Intermediate School 504 E Belt Line Rd Cedar Hill 75104	
3102	Belt Line Intermediate School 504 E Belt Line Rd Cedar Hill 75104	
3103	Belt Line Intermediate School 504 E Belt Line Rd Cedar Hill 75104	
3104	Bray Elem School 218 N Broad St Cedar Hill 75104	
3105	Bray Elem School 218 N Broad St Cedar Hill 75104	
3106	Belt Line Intermediate School 504 E Belt Line Rd Cedar Hill 75104	
3107	Belt Line Intermediate School 504 E Belt Line Rd Cedar Hill 75104	
3108	Bray Elem School 218 N Broad St Cedar Hill 75104	
3109	Lake Ridge Elem School 1020 Lake Ridge Pkwy Cedar Hill 75104	
3110	Belt Line Intermediate School 504 E Belt Line Rd Cedar Hill 75104	
3111	Bray Elem School 218 N Broad St Cedar Hill 75104	
3112	Lake Ridge Elem School 1020 Lake Ridge Pkwy Cedar Hill 75104	
3113	Lake Ridge Elem School 1020 Lake Ridge Pkwy Cedar Hill 75104	
3200	Byrd Middle School 1040 W Wheatland Rd Duncanville 75116	
3201	Reed Middle School 530 E Freeman St Duncanville 75116	
3202	Reed Middle School 530 E Freeman St Duncanville 75116	
3203	Byrd Middle School 1040 W Wheatland Rd Duncanville 75116	
3204	Reed Middle School 530 E Freeman St Duncanville 75116	
3205	Reed Middle School 530 E Freeman St Duncanville 75116	
3206	Byrd Middle School 1040 W Wheatland Rd Duncanville 75116	
3207	Byrd Middle School 1040 W Wheatland Rd Duncanville 75116	
3208	Reed Middle School 530 E Freeman St Duncanville 75116	
3209	Byrd Middle School 1040 W Wheatland Rd Duncanville 75116	
3210	Fairmeadows Elem School 101 E Fairmeadows Dr Duncanville 75116	
3211	Fairmeadows Elem School 101 E Fairmeadows Dr Duncanville 75116	
3300	Dunford Rec Center 1015 Green Canyon Dr Mesquite 75150	
3301	Dunford Rec Center 1015 Green Canyon Dr Mesquite 75150	
3302	Dunford Rec Center 1015 Green Canyon Dr Mesquite 75150	
3303	Dunford Rec Center 1015 Green Canyon Dr Mesquite 75150	
3304	Dunford Rec Center 1015 Green Canyon Dr Mesquite 75150	
3305	W L Wilkinson Middle School 2100 Crest Park Dr Mesquite 75149	

Precinct	Location	Out of County
3306	W L Wilkinson Middle School 2100 Crest Park Dr Mesquite 75149	
3307	W L Wilkinson Middle School 2100 Crest Park Dr Mesquite 75149	
3308	Mesquite High School 300 East Davis Mesquite 75149	
3309	Mesquite High School 300 East Davis Mesquite 75149	
3310	Mesquite High School 300 East Davis Mesquite 75149	
3311	Mesquite High School 300 East Davis Mesquite 75149	
3312	Pirrung Elem School 1500 Creek Valley Rd Mesquite 75181	
3313	Horn High School 3300 East Cartwright Rd Mesquite 75181	
3314	Horn High School 3300 East Cartwright Rd Mesquite 75181	
3315	W L Wilkinson Middle School 2100 Crest Park Dr Mesquite 75149	
3316	Pirrung Elem School 1500 Creek Valley Rd Mesquite 75181	
3317	Horn High School 3300 East Cartwright Rd Mesquite 75181	
3318	Pirrung Elem School 1500 Creek Valley Rd Mesquite 75181	
3400	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3401	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3402	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3404	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3405	Hodges Elem School 14401 Spring Oaks Dr Balch Springs 75180	
3406	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3407	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3408	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3409	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3410	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3411	Floyd Elem School 3025 Hickory Tree Rd Balch Springs 75180	
3500	Sunnyvale Town Hall 127 N. Collins Rd Sunnyvale 75182	
3501	Sunnyvale Town Hall 127 N. Collins Rd Sunnyvale 75182	
3600	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3601	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3602	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3603	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3604	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3605	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3606	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3607	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3608	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3609	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3610	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3611	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3612	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3613	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3614	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3615	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3616	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3617	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3618	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3619	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3620	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3700	Lakeview Centennial High School 3505 Hayman Dr Garland 75043	
3701	Toler Elem School 3520 Guthrie Rd Garland 75043	
3702	Toler Elem School 3520 Guthrie Rd Garland 75043	
3703	Toler Elem School 3520 Guthrie Rd Garland 75043	
3800	Lancaster Veterans Memorial Library 1600 Veterans Memorial Pkwy Lancaster 75134	
3801	Lancaster Veterans Memorial Library 1600 Veterans Memorial Pkwy Lancaster 75134	
3802	Lancaster Veterans Memorial Library 1600 Veterans Memorial Pkwy Lancaster 75134	
3803	Lancaster Veterans Memorial Library 1600 Veterans Memorial Pkwy Lancaster 75134	

Precinct	Location	Out of County
3805	Elsie Robertson Middle School 822 W Pleasant Run Rd Lancaster 75146	
3806	Elsie Robertson Middle School 822 W Pleasant Run Rd Lancaster 75146	
3807	Elsie Robertson Middle School 822 W Pleasant Run Rd Lancaster 75146	
3808	Lancaster Veterans Memorial Library 1600 Veterans Memorial Pkwy Lancaster 75134	
3809	Lancaster Veterans Memorial Library 1600 Veterans Memorial Pkwy Lancaster 75134	
3900	Belt Line Conference Center 200 E Belt Line Rd Desoto 75115	
3920	Seagoville City Hall 702 N Hwy 175 Seagoville 75159	
3921	Seagoville City Hall 702 N Hwy 175 Seagoville 75159	
3922	Seagoville City Hall 702 N Hwy 175 Seagoville 75159	
3940	Wilmer Community Center 101 Davidson Plaza Wilmer 75172	
3950	Hutchins Community Ctr 501 W Hickman St Hutchins 75141	
4000	Caillet Elem School 3033 Merrell Rd Dallas 75229	
4001	Caillet Elem School 3033 Merrell Rd Dallas 75229	
4002	Caillet Elem School 3033 Merrell Rd Dallas 75229	
4004	Marcus Rec Center 3003 Northaven Road Dallas 75229	
4006	DeGolyer Elem School 3453 Flair Dr Dallas 75229	
4007	David G Burnet Elem School 3200 Kinkaid Dr Dallas 75220	
4010	Stephen Foster Elem School 3700 Clover Lane Dallas 75220	
4012	Stephen Foster Elem School 3700 Clover Lane Dallas 75220	
4013	Stephen Foster Elem School 3700 Clover Lane Dallas 75220	
4014	Sudie Williams Elem School 4518 Pomona Rd Dallas 75209	
4015	North Park Community Corp. 4619 W University Blvd Dallas 75209	
4016	K B Polk Center 6911 Victoria Ave Dallas 75209	
4017	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235	
4018	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235	
4020	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235	
4021	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235	
4024	L G Pinkston High School 2200 Dennison St Dallas 75212	
4029	L G Pinkston High School 2200 Dennison St Dallas 75212	
4030	L G Pinkston High School 2200 Dennison St Dallas 75212	
4031	C F Carr Elem School 1952 Bayside St Dallas 75212	
4032	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
4033	Dallas Fire Station #1 1901 Irving Blvd Dallas 75207	
4035	Academy Of Dallas School 2324 S Vernon Ave Dallas 75224	
4036	The Union Church 3410 S Polk St Dallas 75224	
4038	Harrell Budd Elem School 2121 S Marsalis Ave Dallas 75216	
4039	Bexar Street Baptist Church 2018 S Marsalis Ave Dallas 75216	
4040	Roger Q Mills Elem School 1515 Lynn Haven Ave Dallas 75216	
4041	Bexar Street Baptist Church 2018 S Marsalis Ave Dallas 75216	
4047	Boude Storey Middle School 3000 Maryland Ave Dallas 75216	
4050	Mountain Creek Library 6102 Mountain Creek Pkwy Dallas 75249	
4052	Bilhartz Elem School - Gym 6700 Wandt Dr Dallas 75236	
4053	YWLA at Arnold Middle School 1204 E Marshall Dr Grand Prairie 75051	
4054	Leslie Stemmons Elem School 2727 Knoxville St Dallas 75211	
4058	Kiest Rec Center 3080 S Hampton Rd Dallas 75224	
4059	Charley Taylor Rec Center 601 E Grand Prairie Rd Grand Prairie 75051	
4060	Nancy Jane Cochran Elementary 6000 Keeneland Pkwy Dallas 75211	
4061	Mountain View Church of Christ 4111 W Illinois Ave Dallas 75211	
4062	Lelia P Cowart Elem School 1515 S Ravinia Dr Dallas 75211	
4063	Elmwood-El Buen Samaritano Un Meth 1220 Newport Ave Dallas 75224	
4065	Arcadia Park Elem School 1300 N Justin Ave Dallas 75211	
4066	Anson Jones Elem School 3901 Meredith Ave Dallas 75211	
4067	George Peabody Elem School 3101 Raydell Pl Dallas 75211	
4068	Lida Hooe Elem School 2419 Gladstone Dallas 75211	
4069	Winnetka Elem School 1151 S. Edgefield Ave Dallas 75208	

Precinct	Location	Out of County
4070	John F. Peeler Elem School 810 S Llewellyn Ave Dallas 75208	
4071	Dallas County Sub-courthouse 410 S Beckley Ave Dallas 75203	
4072	Dallas County Sub-courthouse 410 S Beckley Ave Dallas 75203	
4073	Preparing The Way Ministries 2442 W Jefferson Blvd Dallas 75211	
4074	Sunset High School 2120 W Jefferson Blvd Dallas 75208	
4075	John H Reagan School 201 N Adams Ave Dallas 75208	
4076	Stevens Park Elem School 2615 W Colorado Blvd Dallas 75211	
4077	Rosemont Elem School 719 N Montclair Ave Dallas 75208	
4078	Kidd Springs Rec Center 711 W Canty St Dallas 75208	
4079	Kessler Park Un Methodist Church 1215 Turner Ave Dallas 75208	
4080	Kidd Springs Rec Center 711 W Canty St Dallas 75208	
4082	Sidney Lanier Elem School 1400 Walmsley Ave Dallas 75208	
4083	Sidney Lanier Elem School 1400 Walmsley Ave Dallas 75208	
4084	Lorenzo De Zavala Elem School-DISD 3214 N. Winnetka Ave Dallas 75212	
4085	Lorenzo De Zavala Elem School-DISD 3214 N. Winnetka Ave Dallas 75212	
4092	David G Burnet Elem School 3200 Kinkaid Dr Dallas 75220	
4094	Park Forest Branch Library 3421 Forest Lane Dallas 75234	
4095	DeGolyer Elem School 3453 Flair Dr Dallas 75229	
4096	DeGolyer Elem School 3453 Flair Dr Dallas 75229	
4098	Stephen Foster Elem School 3700 Clover Lane Dallas 75220	
4099	Sudie Williams Elem School 4518 Pomona Rd Dallas 75209	
4101	L G Pinkston High School 2200 Dennison St Dallas 75212	
4102	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
4104	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
4106	Reverchon Recreation Center 3505 Maple Ave Dallas 75219	
4107	Harrell Budd Elem School 2121 S Marsalis Ave Dallas 75216	
4108	Bexar Street Baptist Church 2018 S Marsalis Ave Dallas 75216	
4112	Leslie Stemmons Elem School 2727 Knoxville St Dallas 75211	
4113	Mountain View Church of Christ 4111 W Illinois Ave Dallas 75211	
4114	Lelia P Cowart Elem School 1515 S Ravinia Dr Dallas 75211	
4115	Kidd Springs Rec Center 711 W Canty St Dallas 75208	
4116	Lorenzo De Zavala Elem School-DISD 3214 N. Winnetka Ave Dallas 75212	
4300	Cockrell Hill City Hall 4125 W Clarendon Dr Dallas 75211	
4500	Truman Middle School 1501 Coffeyville Trl Grand Prairie 75052	
4501	Truman Middle School 1501 Coffeyville Trl Grand Prairie 75052	
4502	Betty Warmack Library 760 Bardin Rd Grand Prairie 75052	
4503	Lorenzo De Zavala Academy 3410 Kirby Creek Dr Grand Prairie 75052	
4504	Lorenzo De Zavala Academy 3410 Kirby Creek Dr Grand Prairie 75052	
4505	Sam Rayburn Elem School 2800 Reforma Dr Grand Prairie 75052	
4506	Johnson (LBJ)DAEP - GPISD 650 Stonewall Dr Grand Prairie 75052	
4507	Daniels Academy 801 SW 19th St Grand Prairie 75051	
4508	Milam Elem School-GPISD 2030 Proctor Dr Grand Prairie 75051	
4509	YWLA at Arnold Middle School 1204 E Marshall Dr Grand Prairie 75051	
4510	YWLA at Arnold Middle School 1204 E Marshall Dr Grand Prairie 75051	
4511	James Bowie Elem School -GPISD 425 Alice Dr Grand Prairie 75051	
4512	Charley Taylor Rec Center 601 E Grand Prairie Rd Grand Prairie 75051	
4513	Houston Professional Development Ctr 1502 College St Grand Prairie 75050	
4514	Crosswinds High School 1100 N Carrier Parkway Grand Prairie 75050	
4515	Travis Elem School 525 NE 15th St Grand Prairie 75050	
4516	Travis Elem School 525 NE 15th St Grand Prairie 75050	
4517	Eisenhower Elem School 2102 N Carrier Pkwy Grand Prairie 75050	
4518	Grand Prairie Fire Station No.8 3017 Roy Orr Blvd Grand Prairie 75050	
4519	Ronald W Reagan Middle School 4616 East Bardin Rd Grand Prairie 75052	
4520	Sam Rayburn Elem School 2800 Reforma Dr Grand Prairie 75052	
4521	Lorenzo De Zavala Academy 3410 Kirby Creek Dr Grand Prairie 75052	

Precinct	Location	Out of County
4522	Truman Middle School 1501 Coffeyville Trl Grand Prairie 75052	
4523	Lake Ridge Elem School 1020 Lake Ridge Pkwy Cedar Hill 75104	
4525	Johnson (LBJ)DAEP - GPISD 650 Stonewall Dr Grand Prairie 75052	
4527	Travis Elem School 525 NE 15th St Grand Prairie 75050	
4529	Betty Warmack Library 760 Bardin Rd Grand Prairie 75052	
4530	Johnson (LBJ)DAEP - GPISD 650 Stonewall Dr Grand Prairie 75052	
4531	Milam Elem School-GPISD 2030 Proctor Dr Grand Prairie 75051	
4532	Milam Elem School-GPISD 2030 Proctor Dr Grand Prairie 75051	
4533	YWLA at Arnold Middle School 1204 E Marshall Dr Grand Prairie 75051	
4534	YWLA at Arnold Middle School 1204 E Marshall Dr Grand Prairie 75051	
4535	Sam Rayburn Elem School 2800 Reforma Dr Grand Prairie 75052	
4536	Sam Rayburn Elem School 2800 Reforma Dr Grand Prairie 75052	
4537	Lake Ridge Elem School 1020 Lake Ridge Pkwy Cedar Hill 75104	
4538	Johnson (LBJ)DAEP - GPISD 650 Stonewall Dr Grand Prairie 75052	
4600	Sally B Elliot Elem School 1900 S Story Rd Irving 75060	
4601	Sally B Elliot Elem School 1900 S Story Rd Irving 75060	
4602	Lee Britain Elem School 631 Edmondson Dr Irving 75060	
4603	Lee Britain Elem School 631 Edmondson Dr Irving 75060	
4604	Lee Britain Elem School 631 Edmondson Dr Irving 75060	
4605	Otis Brown Elem School 2501 W Tenth St Irving 75060	
4606	Otis Brown Elem School 2501 W Tenth St Irving 75060	
4607	Irving High School 900 N O'Connor Rd Irving 75061	
4608	J O Davis Elem School 310 Davis St Irving 75061	
4609	J O Davis Elem School 310 Davis St Irving 75061	
4610	L B Barton Elem School 2931 Conflans Rd Irving 75061	
4611	Irving High School 900 N O'Connor Rd Irving 75061	
4612	Irving High School 900 N O'Connor Rd Irving 75061	
4613	Irving High School 900 N O'Connor Rd Irving 75061	
4614	Irving High School 900 N O'Connor Rd Irving 75061	
4615	Irving High School 900 N O'Connor Rd Irving 75061	
4616	J R Good Elem School 1200 E Union Bower Rd Irving 75061	
4617	J R Good Elem School 1200 E Union Bower Rd Irving 75061	
4618	L B Barton Elem School 2931 Conflans Rd Irving 75061	
4619	Irving High School 900 N O'Connor Rd Irving 75061	
4620	J R Good Elem School 1200 E Union Bower Rd Irving 75061	
4621	Thomas Haley Elem School 3601 Cheyenne St Irving 75062	
4622	Thomas Haley Elem School 3601 Cheyenne St Irving 75062	
4623	A S Johnston Elem School 2801 Rutgers Dr Irving 75062	
4624	A S Johnston Elem School 2801 Rutgers Dr Irving 75062	
4625	Macarthur High School 3700 N Macarthur Blvd Irving 75062	
4626	Irving Fire Station #8 650 E Las Colinas Blvd Irving 75039	
4627	Irving Fire Station #8 650 E Las Colinas Blvd Irving 75039	
4628	Thomas Haley Elem School 3601 Cheyenne St Irving 75062	
4629	A S Johnston Elem School 2801 Rutgers Dr Irving 75062	
4630	Macarthur High School 3700 N Macarthur Blvd Irving 75062	
4631	Macarthur High School 3700 N Macarthur Blvd Irving 75062	
4632	Thomas Haley Elem School 3601 Cheyenne St Irving 75062	
4633	Macarthur High School 3700 N Macarthur Blvd Irving 75062	
4634	Macarthur High School 3700 N Macarthur Blvd Irving 75062	
4635	Mustang Park Rec Center 2223 Kinwest Parkway Irving 75063	
4637	Mustang Park Rec Center 2223 Kinwest Parkway Irving 75063	
4639	Macarthur High School 3700 N Macarthur Blvd Irving 75062	
4640	A S Johnston Elem School 2801 Rutgers Dr Irving 75062	
4641	Macarthur High School 3700 N Macarthur Blvd Irving 75062	
4642	Macarthur High School 3700 N Macarthur Blvd Irving 75062	

Precinct	Location	Out of County
4644	Thomas Haley Elem School 3601 Cheyenne St Irving 75062	
4645	Mustang Park Rec Center 2223 Kinwest Parkway Irving 75063	
4646	J R Good Elem School 1200 E Union Bower Rd Irving 75061	
4647	Mustang Park Rec Center 2223 Kinwest Parkway Irving 75063	
4648	Thomas Haley Elem School 3601 Cheyenne St Irving 75062	
4649	Sally B Elliot Elem School 1900 S Story Rd Irving 75060	
4651	Lee Britain Elem School 631 Edmondson Dr Irving 75060	
4652	Lee Britain Elem School 631 Edmondson Dr Irving 75060	
4653	L B Barton Elem School 2931 Conflans Rd Irving 75061	
4654	Irving High School 900 N O'Connor Rd Irving 75061	
4655	Irving High School 900 N O'Connor Rd Irving 75061	
4656	Irving High School 900 N O'Connor Rd Irving 75061	
4657	Irving High School 900 N O'Connor Rd Irving 75061	
4658	Irving High School 900 N O'Connor Rd Irving 75061	
4659	L B Barton Elem School 2931 Conflans Rd Irving 75061	
4660	Irving High School 900 N O'Connor Rd Irving 75061	
4661	J R Good Elem School 1200 E Union Bower Rd Irving 75061	
4662	Lee Britain Elem School 631 Edmondson Dr Irving 75060	
4664	Mustang Park Rec Center 2223 Kinwest Parkway Irving 75063	

ATTCHEMENT D
MAY 7, 2016 JOINT ELECTION FOR CITIES SCHOOLS
EARLY VOTING LOCATIONS AND PEO'S (JUDGES)

EV LOCATION	ADDRESS	PEO
Addison Fire Station #1	4798 Airport Parkway Addison, Texas 75001	Mildred Weaver
Balch Springs New City Hall	13503 Alexander Road Balch Springs, Texas 75181	OPEN
Balch Springs Municipal Building (Old City Hall)	3117 Hickory Tree Balch Springs, Texas 75180	OPEN
Carrollton Farmers Branch ISD Admin. Building	1445 N. Perry Road Carrollton, Texas 75006	OPEN
Carrollton Library at Hebron and Josey	4220 N. Josey Lane Carrollton, Texas 75010	OPEN
Belt Line Conference Center	200 E. Belt Line Road DeSoto, Texas 75115	OPEN
Bethany Lutheran Church	10101 Walnut Hill Lane Dallas, Texas 75238	Sandra Biggs
Bradfield Recreation Center (Replaces Richland College Garland Campus)	1146 Castle Drive Garland, Texas 75040	Emma Crayton
Cedar Hill Government Center	285 Uptown Boulevard Cedar Hill, Texas 75104	Emelda Martin
Cockrell Hill City Hall	4125 West Clarendon Cockrell Hill, Texas 75211	Eli Davis
Coppell Town Center	255 Parkway Boulevard Coppell, Texas 75019	Johnny Lopez
Crosswinds High School	1100 N. Carrier Parkway Grand Prairie, Texas 75050	Mae Choice
DISD Administration Building	3700 Ross Avenue Dallas, Texas 75204	Claudia Batts

EXHIBIT A

ATTCHEMENT D
MAY 7, 2016 JOINT ELECTION FOR CITIES SCHOOLS
EARLY VOTING LOCATIONS AND PEO'S (JUDGES)

Disciple Central Community Church (Replaces DeSoto Town Center)	900 N. Polk Street #170 DeSoto, Texas 75115	Treniecia Murphy
Duncanville Library	201 James Collins Boulevard Duncanville, Texas 75116	Barbara A. Lewis
Eastfield College - Pleasant Grove Campus	802 S. Buckner Boulevard Dallas, Texas 75217	Shirley Davidson
El Centro College - West Campus	3330 N. Hampton Road Dallas, Texas 75212	Deborah Culberson
Farmers Branch City Hall	13000 William Dodson Parkway Farmers Branch, Texas 75234	OPEN
Fretz Park Library (Replaces Churchill Recreation Center)	6990 Belt Line Road Dallas, Texas 75254	Victor G. Davis
Grauwyler Park Library	2146 Gilford Street Dallas, Texas 75235	Mark Baker
Hutchins City Hall	321 N. Main Street Hutchins, Texas 75141	OPEN
Irving Arts Center	3333 N MacArthur Irving, Texas 75062	Soila Canales
Irving City Hall	825 W. Irving Boulevard Irving, Texas 75060	Debra Stanglin
Josey Ranch Library	1700 Keller Springs Carrollton, Texas 75006	Paul Heller
Lakeside Activity Center	101 Holley Park Drive Mesquite, Texas 75149	Jacqueline Fain
Lancaster Veterans Memorial Library	1600 Veterans Memorial Parkway Lancaster, Texas 75134	Gladys Ivy
Lochwood Library	11221 Lochwood Boulevard Dallas, Texas 75218	George Siggers

EXHIBIT A

ATTCHEMENT D
MAY 7, 2016 JOINT ELECTION FOR CITIES SCHOOLS
EARLY VOTING LOCATIONS AND PEO'S (JUDGES)

Marsh Lane Baptist Church	10716 Marsh Lane Dallas, Texas 75229	Jim Slaughter
Martin Luther King Jr. Core Building	2922 Martin Luther King Boulevard Dallas, Texas 75215	Mary Nelson
Martin Weiss Recreation Center	1111 Martindell Avenue Dallas, Texas 75211	Joe Burkleo
Mountain Creek Library	6102 Mountain Creek Parkway Dallas, Texas 75249	Marthella Capers
Oak Cliff Sub-Courthouse	410 S. Beckley Avenue Dallas, Texas 75203	Diana Broadus
Our Redeemer Lutheran Church	7611 Park Lane Dallas, Texas 75225	Robert Ackerman
Paul L Dunbar Lancaster-Kiest Library (Replaces Veterans Admin Medical Center)	2008 E. Kiest Blvd Dallas, Texas 75216	Yvonne Williams
Records Building (To be determined)	509 Main Street Dallas, Texas 75202	Shatoria Bowens
Richardson Civic Center	411 W. Arapaho Road Richardson, Texas 75080	Evan Thomas
Rowlett City Hall Annex	4004 Main Street Rowlett, Texas 75088	Maggie Ensley
Sachse City Hall	3815 Sachse Road, Building B Sachse, Texas 75048	Pamela Thomas
Samuell Grand Recreation Center (Replaces St. Luke Community Life Center)	6200 E. Grand Avenue Dallas, Texas 75223	Lota W Dunham
Seagoville City Hall	702 N. Highway 175 Seagoville, Texas 75159	Patricia Bearden
Sunnyvale Town Hall	127 N. Collins Road Sunnyvale, Texas 75182	OPEN

EXHIBIT A

ATTCHEMENT D
MAY 7, 2016 JOINT ELECTION FOR CITIES SCHOOLS
EARLY VOTING LOCATIONS AND PEO'S (JUDGES)

Valley Ranch Library	401 Cimarron Trail Irving, Texas 75063	Beverly J Wunderlin
Vonita White Administration Building	200 S. Denton Tap Road Coppell, Texas 75019	OPEN
Wilmer Community Center	101 Davidson Plaza Wilmer, Texas 75172	OPEN

Subject to change 2/10/2016

PARK CITIES SPECIAL JOINT

HPISD Administration Building	7015 Westchester Drive Dallas, Texas 75205	OPEN

Subject to change 2/22/2016

COPPELL ISD MOBILE VOTING

MONDAY, APRIL 25, 2016

LOCATION	ADDRESS	HOURS
Coppell High School	185 West Parkway Boulevard Coppell, Texas 75019	11:00 AM - 7:00 PM
Cottonwood Creek Elementary School	615 Minyard Drive Coppell, Texas 75019	11:00 AM - 7:00 PM
Denton Creek Elementary School	250 Natches Trace Coppell, Texas 75019	11:00 AM - 7:00 PM
Barbara S Austin Elementary School	161 S. Moore Road Coppell, Texas 75019	11:00 AM - 7:00 PM

TUESDAY, APRIL 26, 2016

Coppell High School	185 W. Parkway Boulevard Coppell, Texas 75019	7:00 AM - 7:00 PM
Cottonwood Creek Elementary School	615 Minyard Drive Coppell, Texas 75019	7:00 AM - 7:00 PM

EXHIBIT A

ATTCHEMENT D
MAY 7, 2016 JOINT ELECTION FOR CITIES SCHOOLS
EARLY VOTING LOCATIONS AND PEO'S (JUDGES)

Denton Creek Elementary School	250 Natches Trace Coppell, Texas 75019	7:00 AM - 7:00 PM
Barbara S Austin Elementary School	161 S. Moore Road Coppell, Texas 75019	7:00 AM - 7:00 PM
WEDNESDAY, APRIL 27, 2016		
Coppell High School	185 W. Parkway Boulevard Coppell, Texas 75019	11:00 AM - 7:00 PM
Cottonwood Creek Elementary School	615 Minyard Drive Coppell, Texas 75019	11:00 AM - 7:00 PM
Denton Creek Elementary School	250 Natches Trace Coppell, Texas 75019	11:00 AM - 7:00 PM
Barbara S Austin Elementary School	161 S. Moore Road Coppell, Texas 75019	11:00 AM - 7:00 PM
THURSDAY, APRIL 28, 2016		
Coppell Middle School West	1301 Wrangler Circle Coppell, Texas 75019	7:00 AM - 7:00 PM
Richard J Lee Elementary School	8808 Chaparral Waters Way Dallasl, Texas 75063	7:00 AM - 7:00 PM
Mockingbird Elementary School	300 Mockingbird Lane Coppell, Texas 75019	7:00 AM - 7:00 PM
Town Center Elementary School	185 N. Heartz Road Coppell, Texas 75019	7:00 AM - 7:00 PM
FRIDAY, APRIL 29, 2016		
Coppell Middle School West	1301 Wrangler Circle Coppell, Texas 75019	11:00 AM - 7:00 PM
Richard J Lee Elementary School	8808 Chaparral Waters Way Dallas, Texas 75063	11:00 AM - 7:00 PM

EXHIBIT A

ATTCHEMENT D
MAY 7, 2016 JOINT ELECTION FOR CITIES SCHOOLS
EARLY VOTING LOCATIONS AND PEO'S (JUDGES)

Mockingbird Elementary School	300 Mockingbird Lane Coppell, Texas 75019	11:00 AM - 7:00 PM
Town Center Elementary School	185 N. Heartz Road Coppell, Texas 75019	11:00 AM - 7:00 PM
SATURDAY, APRIL 30, 2016 and SUNDAY, MAY 1, 2016		
New Tech High	113 Samuel Blvd. Coppell, Texas 75019	11:00 AM - 7:00 PM
Valley Ranch Elementary School	9800 Rodeo Drive Irving, Texas 75063	11:00 AM - 7:00 PM
W. W. Pinkerton Elementary School	260 Southwestern Boulevard Coppell, Texas 75019	11:00 AM - 7:00 PM
MONDAY, MAY 2, 2016 and TUESDAY, MAY 3, 2016		
Coppell Middle School East	400 Mockingbird Lane Coppell, Texas 75019	7:00 AM - 7:00 PM
Coppell Middel School North	120 Natches Trace Coppell, Texas 75019	7:00 AM - 7:00 PM
Lakeside Elementary School	1100 Village Parkway Coppell, Texas 75019	7:00 AM - 7:00 PM
W. H. Wilson Elementary School	200 S. Coppell Road Coppell, Texas 75019	7:00 AM - 7:00 PM

subject to change 2/3/2016

EXHIBIT A

ATTCHEMENT D
MAY 7, 2016 JOINT ELECTION FOR CITIES SCHOOLS
EARLY VOTING LOCATIONS AND PEO'S (JUDGES)

RICHARDSON ISD MOBILE VOTING

MONDAY, APRIL 25, 2016		
JJ Pearce High School	1600 N. Coit Road Richardson, Texas 75080	4:00 PM - 9:00 PM
Westwood Jr High School	7630 Arapaho Road Dallas, Texas 75248	4:00 PM - 6:00 PM
Moss Haven Elementary	9202 Moss Farm Lane Dallas, Texas 75243	3:00 PM - 6:30 PM
TUESDAY, APRIL 26, 2016		
Lake Highlands Jr High School	10301 Walnut Hill Lane Dallas, Texas 75238	4:00 PM - 6:00 PM
WEDNESDAY, APRIL 27, 2016		
Mohawk Elementary School	1500 Mimoa Drive Richardson, Texas 75080	3:00 PM - 6:30 PM
Lake Highlands High School	9449 Church Road Dallas, Texas 75238	4:00 PM - 9:00 PM
THURSDAY, APRIL 28, 2016		
Parkhill Jr High School	16500 Shadybank Drive Dallas, Texas 75248	4:00 PM - 6:00 PM
Berkner High School	1600 E. Spring Valley Road Richardson, Texas 75081	4:00 PM - 9:00 PM
Apollo Jr High School	1600 Apollo Road Richardson, Texas 75081	4:00 PM - 6:00 PM
TUESDAY, MAY 3, 2016		
Richardson High School	1250 W. Belt Line Road Richardson, Texas 75080	4:00 PM - 7:00 PM

Subject to change 2/4/2016

EXHIBIT A

EXHIBIT A

2016 Joint Election
Dallas County Appointed Election Judges / Alternate Judges
" Attachment E "

MPCT	JUDGE	ALTERNATE	Judge Requested By Entity (Pending Withdrawls and Drawings)
001A	TO BE DETERMINED	TO BE DETERMINED	
02001	TO BE DETERMINED	TO BE DETERMINED	
02004	TO BE DETERMINED	TO BE DETERMINED	
02010	TO BE DETERMINED	TO BE DETERMINED	
1003	ROGER LARRIMORE	EDWARD CASTILLIO	
1004	SUZY POLLOK	LINDA MOORE	
1005	PATRICIA HICKS	NO ONE APPOINTED	
1006	DEBORAH BROWN	JOHN W LOWE	
1008	ANNE DANKBERG	ELAINE TRAVIS	
1012	MICHAEL MOON	NO ONE APPOINTED	
1015	BYRON MONTGOMERY	NO ONE APPOINTED	
1019	MICHELLE BUTTON	CHARLOTTTE HERMAN	
1020	JEAN ANDREA BALL-MEZA	WILLIAM WATERS	
1022	CHORSIA DAVIS	BILL SCHERECK	
1023	LINDA SPROWL	ROSEMARY UNDERBRINK	
1027	SHAVON MOORE	RICHARD HARMS	
1029	RANDALL EPPS	JAMES FRAME	
1030	SUSAN FORTUNE	JANICE FOWLER	
1032	SHARON QUINN	NO ONE APPOINTED	
1033	JOHN K. DELAY, JR.	L.D. CARTER	
1036	ANTHONY PACE	NO ONE APPOINTED	
1040	RICHARD JENSEN	HARLAND GLYNN HALLMARK	
1043	DEAN CARDOZA	JOHNSON AKANGBOU	
1048	SHANE POTTER	DAVID WILKINS	
1049	SHELBY JAMES	JUDITH ADAMS	
1052	TIMOTHY H. SEXTON	L. GEORGE BURKE	
1054	ANTHONY MARLOW	ANN TEAGUE	
1056	ANNETTE CHOICE	GEORGE HARDIN	
1057	THOMAS RANDALL MOCK	CHARLIE YOUNGBLOOD	
1058	SARA JEAN WHITE	BOB HUSKERSON	
1059	ERICA COLE	NO ONE APPOINTED	
1060	BRUCE ANTON	NO ONE APPOINTED	
1061	DAVID WALLACE	ISRAEL VARELA	
1065	KEVIN FELDER	DAVID STRAIGHT	
1071	ROBERT ACKERMAN	IVETTE LOZANO	
1073	CHERI BALL-MEZA	LUANNE WILSON	
1076	BARBARA ROSENBERG	NO ONE APPOINTED	
1079	RHONDA CHOICE	J. LEE BALDWIN	
1081	JOHN S BAILEY	NO ONE APPOINTED	
1087	DELPHINE VASSER	LINDA MACK	
1089	SHIRLEY DOUGLAS	WARD B. ENGLISH, JR	

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1090	LEE COBLER	NO ONE APPOINTED	
1091	LATRICE JACKSON	NO ONE APPOINTED	
1092	GAYTHA DAVIS	NO ONE APPOINTED	
1093	BETTY CARTER	MARLISA " LISA" CRAWFORD	
1094	LISA WILLIAMS	NO ONE APPOINTED	
1095	JAMES DOUGLAS RAY	SANDI RAMIREZ	
1097	SHELIA BATES	HUBERT BOLES	
1098	CAMILLE WHITE	NO ONE APPOINTED	
1100	ALLYN PATRICK COLEMAN	WILTON CROCKER	
1101	DONNA O'NEAL	ROGER HUDGENS	
1102	INIECE DAVIS	NAZARIO CHAVEZ	
1104	TERRELL PHILIPS	NO ONE APPOINTED	
1107	HERLINDA LIZBETH RESENDIZ	NO ONE APPOINTED	
1108	SHATORIA BOWENS	NO ONE APPOINTED	
1109	ROBERT SHERMAN	RALPH STINSON III	
1116	BARBARA C JOHNSON	NO ONE APPOINTED	
1117	RANDALL PARKER	NO ONE APPOINTED	
1118	EDDIE JIMMERSON JR	MARY HARMS	
1120	ROBERT SULLIVAN	ROSITA STRANG	
1121	BEN DAY	LARRY WILLIAMS	
1128	PATTI CLAPP	NO ONE APPOINTED	
1129	NO ONE APPOINTED	TREVOR LEWIS	
1131	GREGORY BYRNE	JULIANA MARTINEZ	
1301	RODNEY ELKINS	NO ONE APPOINTED	
1310	POPPY AIRHART	NO ONE APPOINTED	
1311	COLETTE KUYKENDALL	SHIRLEY NYORE	
1500	RANDALL FINE	JANICE NORRIS	
1501	CHRIS DAVIS	LILLIE MAE SKINNER	
1502	CYNTHIA SAXIONES	ROSEMARIA BUDD	
1503	EVAN THOMAS	TAMMIE SMITH-LONG	
1700	JOHN BALL	NO ONE APPOINTED	
1701	WANDA CARTER	GRACE BARNES	
1702	CAROL CAHILL	JACK BLACKSHEAR	
1703	LORI RALEY	PATRICIA SHAW	
1704	NO ONE APPOINTED	CHARLES MCREYNOLDS	
1705	DANNY JANES	NO ONE APPOINTED	
1706	ERNEST EBERLE	MICHELE GLAZE	
1709	DAVID SPONSEL	JEANNE JACOBS	
1710	EMMA CRAYTON	TED MUMAW	
1711	MAGGIE ENSLEY	NO ONE APPOINTED	
1712	RITA BACON	JANET HARRIS	
1714	MICHAEL LANDERS	RUBY FAYE MORRIS	
1716	DAVID STONE	JOY BRADY	
1717	LINDSAY ANN THORP	NO ONE APPOINTED	
1718	ROBERT DAY, JR	PEGGY ANN MCCARTY	

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1720	ADRIANA LIBERTO	MARIO RAMIREZ	
1722	SONIA LOCKHART	MARILYN WILLINGHAM	
1726	RONDA PAULSEN	RACHEL MCCALL	
1728	MATTHEW FONTAINE	ANGELA ROBINETTE	
1729	ARLENE BEASLEY	BILL BENNETT	
2002	WILLIAM FISHER	NO ONE APPOINTED	
2003	EDWARD W. SIMPSON	PAULINE BOURQUI	
2004	MARK MONTGOMERY	MELANIE HOPE SMITH	
2005	JEFFREY JAKE GOLVACH	BETTY JEAN WILLIAMS	
2006	LINDA CHILES	MARY DREW	
2007	LORENE " LORI" KIRCHER	HARRY C. DIEHL	
2008	ROSS COULTER	NO ONE APPOINTED	
2009	KELLY REDDELL	AMY WALLACE	
2010	RICHARD ALLEN	NO ONE APPOINTED	
2013	CAROLE HAYNES	LAURA COLHOUER	
2016	ROBERT FARRIS	LORI PENICHE	
2018	EMILY SOMMERVILLE	CAROL SPRUIELL	
2020	ROLIIN GARY	ELLN DORN	
2021	CATHERINE MONK	NO ONE APPOINTED	
2024	NO ONE APPOINTED	SUSAN LEINNEWEBER	
2026	MARY ANN COLLINS	DANIEL ANTON FOYT	
2027	JENNIFER PRICE	NO ONE APPOINTED	
2029	BETH BIESEL	NO ONE APPOINTED	
2031	JONATHAN MCKINNON	SHERRILYN PROBST	
2034	NAN MCGEE	RAY ALAN SHEELER	
2035	DANIEL MACDONALD	PAMELA THOMAS	
2036	LAWRENCE A . WAINER	C. DALE MCEOWEN	
2039	GLORIA WRIGHT	JAMES STRANG	
2040	KATHY STOKES	BRETT HABER	
2041	SOILA CANALES	NO ONE APPOINTED	
2043	MICKEY KENNEDY	LENNA WEBB	
2044	MARY MCELVANY	LOUIS HUNTLEY	
2045	BARBARA PERRYMAN	NO ONE APPOINTED	
2047	CONNIE HUTZELL	GERALDINE SLAUGHTER	
2050	CARON HILL	PATRICIA LOUISE SHAUGHNESSY	
2051	JASON FRANNEA	JANET MACFARLAND	
2056	ADELINE RIETH	NO ONE APPOINTED	
2058	LEE GAMMILL	LAURA HELFAND	
2060	LAURA MAY	NO ONE APPOINTED	
2061	ROGER PRYOR	NO ONE APPOINTED	
2062	STEPHANI WYATT	NO ONE APPOINTED	
2063	KITTY MARKHAM	FREDERICK L. HOLLAND	
2064	CHARLES BRINER	JON A. CASWELL	
2065	PATRICIA FINK	GRANT AUSTIN READING	
2066	VICTOR MORELAND	PATRICIA COLE	

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2068	RHONDA K GREEN	MARGARET ANN CARONNA	
2069	EMILY V. MELTON	KAREN HOYT POTASNIK	
2071	KATHLEEN DARDEN	PATRICIA NAGLER	
2072	WILLIAM HAUGEN	NO ONE APPOINTED	
2073	GARY GARCIA	MEL CYRAK	
2077	BETTY ALLEN	NO ONE APPOINTED	
2203	SUE RINGLE	NIKKI BAKER	
2224	TO BE DETERMINED	TO BE DETERMINED	
2300	CRISTAL RETANA	MARY ARRONTE	
2303	AL SOLIS	NO ONE APPOINTED	
2310	JUDY BYRD	MILDRED WEAVER	
2407	MICHELLE LAFOUNTAIN	CAROLYN RUTKOWSKI	
2408	DAN CLAIBORNE	NO ONE APPOINTED	
2409	DEANN WARNOCK	NO ONE APPOINTED	
2410	NO ONE APPOINTED	ROBERT MCLAUGHLIN	
2500	VINCENT GAINES	KATHLEEN LUNSON	
2501	EDWARD J. DEES, JR.	JAMES KOEHLER	
2502	BONNIE WELLS	JAMES MAWSON	
2503	VALERIE STAGAMAN	SANDY BRANCH	
2504	TIM SEAMAN	DONNA BULLARD	
2505	DIANE KRIZMANIC	P. NEIL THOMPSON	
2506	KATHERINE THOMAS	NICOLA STOUT	
2507	BRIAN A MARKS	JOHN KEISER	
2508	MELVIN FLOYD	FRANK COONEY	
2509	DEBORAH GUERRIERO	EVELYN ROBERSON	
2510	ROWELL LUBBERS	ED MILLER	
2511	TAYLOR EASTEP	HUGH HARRIS	
2513	LUANN PEHLE	NO ONE APPOINTED	
2514	GALA PARTLOW	REBECCA ARREDONDO	
2604	ERNESTO VAZQUEZ	WILLIAM HURLBERT	*JANE ESTES
2700	BARBARA STAUFFER	RACHEL BAKER FORD	
2701	BRIAN JENSEN	NO ONE APPOINTED	
2702	MAURICE MCGILL	DEBORAH MOORE	
2705	RICHARD SNOW	KIM JOHNSTON	
2707	JAY PIERCE	JOSEPH SPERANDEO	
2709	JEFFREY THOMPSON	NO ONE APPOINTED	
2710	ANNETTE RATLIFF	TESSA MCGLYNN	
2712	SARAH J MITCHELL	ROBERT DIETZE	
2805	SCOTT OXENDINE	ABEL SALDANA	
2900	GARTH JAMES	WILLIAM DAVID GRIGGS	
2902	JONATHAN SMITH	PHYLLIS SILVER	
2923	STEVEN SCHROEDER	NO ONE APPOINTED	
2924	T. E SUMNER	NO ONE APPOINTED	
2927	JD RAY	BARBARA WILLIAMS	
2941	RUSSELL G. JAMES, JR.	NO ONE APPOINTED	*PAMELA THOMAS

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3000	TERRY LYNCH	CHRIS RICHIE	
3008	PAMELA CURRY	NO ONE APPOINTED	
3009	GARY FOSTER	JEFFERY KEECH	
3012	MICHAEL WEBB	NO ONE APPOINTED	
3016	VINCENT RODRIGUEZ	NO ONE APPOINTED	
3032	JOSHUA LLOYD	JEANETTE HORTON	
3034	GLORIA JAMES	JANIS ANDRES	
3035	CAMILLA GREEN	NO ONE APPOINTED	
3038	NETTIESTINE SMITH	NO ONE APPOINTED	
3039	MICHAEL T. KING	NO ONE APPOINTED	
3043	MAE CHOICE	NO ONE APPOINTED	
3044	WILLIE CALLAHAN	ERNEST COBBINS, JR	
3045	CLAUDIA FOWLER	NO ONE APPOINTED	
3048	RUTH WYRICK	JEFF TURNER	
3049	MYRTIS EVANS	NO ONE APPOINTED	
3050	JESSE ALBERT LIPSCOMB	NO ONE APPOINTED	
3051	MYRTLE ANTOINE JOHNSON	DELMAS PARKER	
3052	ERIC JOHNSON	NO ONE APPOINTED	
3061	PATRICIA SINGLETON	NO ONE APPOINTED	
3062	L.B. WHITE	BRUCE BISHOP	
3069	NARLON CLEMONS	RUTH HODGE	
3070	RICHARD BURNEY	ANTHONY S. CLARK	
3071	DEBRA HARWELL	JACQUELYN SMITH	
3077	EDNA PEMBERTON	CHARLES O HENNE	
3081	ALLEN DICKEY	NEIL EMMONS	
3082	JOHNETTA WILLIAMS	SANDRA STINSON	
3083	JOHNNIE GOINS	WILLIAM TILLISON	
3102	CONNIE COOKS	LAWRENCE GWINN, JR.	*LAWRENCE GWINN, JR.
3104	GLORIA QUALLS	BRIAN J HOMOLESKI	*BRIAN J HOMOLESKI
3109	ERIC S COOK	A D PHILIPS	
3204	PATRICIA PIERSON	EVELYN GRAY	
3206	TO BE DETERMINED	TO BE DETERMINED	
3210	TO BE DETERMINED	TO BE DETERMINED	
3301	PRIS WONG	DARLENE MAXWELL	
3306	BONNIE WATT	HENRY LEVAN BROWN	
3310	SUSAN CUMBY	CONSTANCE JAHN	
3312	ERNESTO VALENCIA	MINNIE ETTA JONES	
3313	SUZANNE HESS	CLARE GATES	
3404	LINDA E. LOGAN	MARJORIE WEBER	
3405	JACQUELINE FAIN	JIMMIES SHIELDS	
3408	HULEN STRUNCK	BARBARA MIRTZ	
3500	MICHAEL SLATON	NO ONE APPOINTED	
3611	ELLA GOODE JOHNSON	LARRY PHILLIPS	
3700	TRENECIA MURPHY	NO ONE APPOINTED	
3701	CAROLYN L. OLSON	JAZMINE RILEY	

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3805	SHERRY LADELL GALLOWAY	PAUL CONNET	
3808	EDWARD K. WILLIAMS	TOM HANAHAN	
3920	JEAN LANDESS	PAT BEARDEN	*PAT BEARDEN
3940	ELVIRA ODESA	LORRIE MCDONALD	
3950	FRANKIE WALKER	MARY MCDONALD	
4002	MICHELE VALENTINO	TONI M. NOLEN	
4004	JAMES WOODS	JOHN DUPRE	
4005	MATTHEW G. CALVERT	MARGUERITE BUCCINO	
4007	CHARLES MIKKELSEN	DANIEL CALDWELL	
4010	VIVIAN GREGORICH	CAROL BURNAMAN	
4014	CHARLES ARMSTRONG	DORIE CRANSHAW	
4015	OLGA M. SMITH	WILLIAM ASBURY	
4016	DAVID FISHER	MATTHEW BERRY	
4018	JACK CAFFEY	DAVID BEARDSLEY	
4024	DEBORAH CULBERSON	NO ONE APPOINTED	
4031	MARK BAKER	BJ MELTON	
4032	VIVIAN DUDLEY	JAMES A. MOYERS	
4033	SHERRON MOLINA	RONALD LAZOF	
4035	ROBERTO ALONZO, JR.	NO ONE APPOINTED	
4036	JOE BURKLEO	NO ONE APPOINTED	
4038	KAREN NUNEZ	MARY LOU ZIJDERVELD	
4039	CHERYL W. RHODES	SHERRY STOVALL	
4040	LORETTA HALLMAN	JOHN WALTERS	
4047	STEPHEN CARTER	RALPH GREEN	
4050	MARTHELLA CAPERS	LUCIE WEAVER	
4052	SEDRICK MCCURDY	THOMAS P. WILKINS	
4054	NOE VILLALPANDO	NO ONE APPOINTED	
4058	MICHAEL GOODMAN	JERRY EDWARDS	
4060	NO ONE APPOINTED	MONTY WEDDELL	
4061	WILLIE MCCLURE	NO ONE APPOINTED	
4062	FRANCES BOREN	NO ONE APPOINTED	
4063	MANUEL RODELA, SR	DON WEEKS	
4065	NO ONE APPOINTED	CHRISTY HALLFORD	
4066	GLENN LABAUVE	MARY HOLLIES	
4067	NO ONE APPOINTED	NO ONE APPOINTED	
4068	KIMBERLY BATCHELOR	EIDSON BOTTING	
4069	NGENA WHITE	NO ONE APPOINTED	
4070	RANDY SMITH	DON PEARCE	
4071	NGINA WHITE	EVELYN LOPEZ	
4073	CAMILA CANTU	DANA WENZEL	
4074	RENEE HOLLINGSWORTH	NO ONE APPOINTED	
4075	TERESA STEWARD	NO ONE APPOINTED	
4076	LINDA WISE	NO ONE APPOINTED	
4077	JOSIE SYLVIA COLLINS	NO ONE APPOINTED	
4078	PATRICK LOVE	SHARON WALDEN	

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4079	DAVID DUNNIGAN	THOMAS N. WATKINS	
4083	VICTOR DAVIS	NO ONE APPOINTED	
4085	SYLVANO ALONZO	NO ONE APPOINTED	
4300	RUTHIE MONTEZ	RUBY LEE	
4502	GARY COX	NO ONE APPOINTED	
4504	SAM AVILES	DEE HART	
4507	PATSY RAY	RUTH STEINER	
4508	TOMMY FOREMAN	ERIC MENDOZA	
4509	DAN GERDT	JEANETTE PUGH	
4511	JEAN HOWARD	MARK FREEMAN	
4512	RUSSELL MUTTO	LYDIA ALCALAN	
4513	KRISTINA PERCIVAL	NORMA JANOSKO	
4514	WARREN WIENECKE	ELLIOTT ESTES	
4515	NO ONE APPOINTED	BARBARA SCHMUNK	
4517	RICHARD SMITH	NO ONE APPOINTED	
4518	MATTHEW LIGUEZ	NO ONE APPOINTED	
4519	JANET KEMP	JENA PERKINS	
4520	DIANA KRIS FARRELL	KEN KNUDSON	
4522	LAKIESHA FORTE	NO ONE APPOINTED	
4525	DEE HART	AMY O'CONNOR	
4601	SARA WOODS	MANUEL BENAVIDEZ	*ERIC MATTHEI
4602	NICOLE PIERCE	MARTHA KAY SCHECT	*SUNJA SMITH
4605	KENT ALLEN BROWN	EVELYN SMART	*THELMA WARREN
4608	KENT HENRY	NO ONE APPOINTED	*JACQUELYNE ARKADIE
4610	THOMAS MYERS	SHARON BARBOSA-CRAIN	*THEODORE COLE
4613	CHRISTIAN GUILLOT	NO ONE APPOINTED	* MAGGIE MARTINS
4616	STEPHEN HILLIER	NO ONE APPOINTED	*STEPHEN HILLER
4623	JOHNNIE PEGUES	NO ONE APPOINTED	
4625	CLAIRE SHAHZAD	NO ONE APPOINTED	
4627	AMY BRIGGS	TARIQ JAFFERY	*KIM MORRIS
4628	ALICIA LANIER	JOHNNY LOPEZ	*JOHNNY LOPEZ
4647	KATHLEEN HODGES	JERRY COKER	

Attachment F
Joint Entities Contact List

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Attachment F
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2016 Joint Election Participants

"Attachment F"

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
0017	5	Seagoville						KAUFMAN
001A	3,092	Rowlett						ROCKWALL
0029	77	Mesquite						KAUFMAN
002B	3,544	Rowlett						ROCKWALL
0094	131	Garland	GA01					COLLIN
0101	23	Grand Prairie						ELLIS
0101	327	Cedar Hill						ELLIS
0125	6	Garland	GA01					COLLIN
0144	14	Sachse						COLLIN
0153	2,584	Sachse						COLLIN
0170	1,489	Sachse						COLLIN
02000	2,712			CFBISD				DENTON
02001	2,641			CFBISD				DENTON
02002	4,546			CFBISD				DENTON
02003	2,100			CFBISD				DENTON
02004	2,924			CFBISD				DENTON
02005	4,117			CFBISD				DENTON
02009	2,241			CFBISD				DENTON
02010	4,025			CFBISD				DENTON
02011	3,132			CFBISD				DENTON
1003	3,231			RISD				
1004	1,643			RISD				
1005	2,238			RISD				
1006	1,641			RISD				
1007	406			RISD				
1008	304					DCCCD-2		
1010	1,256			DISD	DA02	DCCCD-2		
1012	203			DISD	DA02	DCCCD-2		
1013	2,406			DISD	DA02	DCCCD-2		
1013	1,045					DCCCD-2		
1015	190			DISD	DA02			
1016	173			DISD	DA02			
1017	1,167			DISD	DA02			
1018	242			DISD	DA02			
1019	2,346			DISD	DA02			
1020	1,108			DISD	DA02			
1021	1,531			DISD	DA02	DCCCD-2		
1022	17			DISD	DA02	DCCCD-2	WDPC	
1022	3,241			DISD	DA02	DCCCD-2		
1023	1,851			DISD	DA02			
1023	4			DISD	DA02	DCCCD-4		

*Information as of February 22, 2016 BEFORE entity withdrawals - subject to changes

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
1026	546			RISD				
1027	3,630			RISD				
1028	1,443			RISD				
1029	1,657			RISD				
1030	2,231			RISD				
1032	725			RISD				
1033	1,199			RISD				
1035	244			RISD				
1036	729			RISD				
1037	1,407			RISD				
1038	3			GISD				
1038	2,579			RISD				
1039	292			RISD				
1040	2,812			RISD				
1041	965			RISD				
1042	1,352			RISD				
1043	2,121			RISD				
1044	2,119			RISD				
1047	1,235					DCCCD-3		
1048	2,453					DCCCD-3		
1049	1,825			RISD				
1050	149			DISD	DA02	DCCCD-4		
1051	209					DCCCD-4		
1052	3,141					DCCCD-3		
1054	1,451					DCCCD-3		
1055	815					DCCCD-3		
1056	888					DCCCD-3		
1057	1,757					DCCCD-3		
1058	1,786					DCCCD-3		
1059	1,553					DCCCD-3		
1060	3,884					DCCCD-4		
1061	1,291					DCCCD-3		
1062	35					DCCCD-3		
1062	21	Mesquite		MISD		DCCCD-3		
1063	1,526					DCCCD-4		
1064	150					DCCCD-4		
1065	2,677					DCCCD-4		
1067	11			MISD		DCCCD-4		
1068	45					DCCCD-4		
1069	10					DCCCD-2		
1070	319			DISD	DA02			
1071	2,494			DISD	DA02			
1073	1,272			DISD	DA02			

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
1076	925			DISD	DA02	DCCCD-4		
1076	888					DCCCD-4		
1079	1,560					DCCCD-4		
1080	908					DCCCD-4		
1081	2,631					DCCCD-4		
1086	579					DCCCD-4		
1087	3,019					DCCCD-4		
1089	1,912					DCCCD-4		
1090	2,073					DCCCD-4		
1091	1,916			DISD	DA04	DCCCD-4		
1092	631					DCCCD-4		
1092	2,555			DISD	DA04	DCCCD-4		
1093	1,529			DISD	DA04	DCCCD-4		
1093	3			MISD		DCCCD-4		
1094	1,279					DCCCD-4		
1095	1,309			DISD	DA04	DCCCD-4		
1096	1,262			DISD	DA04	DCCCD-4		
1097	2,503			DISD	DA04	DCCCD-4		
1098	1,986			DISD	DA04	DCCCD-4		
1099	63			DISD	DA04	DCCCD-4		
1100	1,323					DCCCD-4		
1101	363					DCCCD-4		
1101	1,011			DISD	DA04	DCCCD-4		
1102	1,727			DISD	DA04	DCCCD-4		
1103	429			DISD	DA04	DCCCD-4		
1104	2,411			DISD	DA04	DCCCD-4		
1105	31			DISD	DA04	DCCCD-4		
1106	236			DISD	DA04	DCCCD-4		
1107	701			DISD	DA04	DCCCD-4		
1108	2,270			DISD	DA04			
1109	420			DISD	DA04			
1110	24			DISD	DA04	DCCCD-4		
1111	1,153			DISD	DA04	DCCCD-4		
1114	737					DCCCD-4		
1115	1,273					DCCCD-3		
1116	1,253					DCCCD-3		
1117	2,287			DISD	DA02	DCCCD-2		
1117	226					DCCCD-2		
1118	1,167					DCCCD-2		
1120	227			DISD	DA02			
1121	2,165					DCCCD-3		
1121	8			GISD		DCCCD-3		
1122	388					DCCCD-2		

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
1125	163			GISD		DCCCD-3		
1125	1,851					DCCCD-3		
1125	22	Mesquite		GISD		DCCCD-3		
1127	658			RISD				
1128	685			RISD				
1129	144			RISD				
1131	696			DISD	DA02			
1133	304					DCCCD-4		
1135	1,454			DISD	DA04	DCCCD-4		
1136	7			DISD	DA04	DCCCD-4		
1137	28					DCCCD-3		
1139	8	Mesquite		MISD		DCCCD-4		
1300	2,305	Mesquite		MISD		DCCCD-4		
1300	14					DCCCD-4		
1301	2,468	Mesquite		MISD		DCCCD-4		
1302	2,161	Mesquite		MISD		DCCCD-4		
1303	154	Mesquite				DCCCD-4		
1303	7					DCCCD-4		
1304	1,469	Mesquite		MISD		DCCCD-4		
1305	1,441	Mesquite		MISD		DCCCD-4		
1307	194	Mesquite				DCCCD-4		
1308	1,908	Mesquite		MISD		DCCCD-4		
1309	374	Mesquite		MISD		DCCCD-4		
1310	2,657	Mesquite		MISD		DCCCD-4		
1311	2,152	Mesquite		MISD		DCCCD-4		
1312	989	Mesquite		MISD		DCCCD-4		
1313	316	Mesquite		MISD		DCCCD-4		
1314	2,213	Mesquite		MISD		DCCCD-4		
1314	61	Mesquite		DISD	DA04	DCCCD-4		
1315	19	Mesquite		MISD		DCCCD-4		
1316	769	Mesquite		MISD		DCCCD-4		
1500	2,057			RISD				
1501	2,067			RISD				
1502	3,095			RISD				
1503	2,066			RISD				
1504	1,903			RISD				
1700	1,962	Garland	GA02	GISD		DCCCD-3		
1701	1,783			GISD		DCCCD-3		
1702	2,578			GISD		DCCCD-3		
1703	2,645			GISD		DCCCD-3		
1704	1,273			RISD		DCCCD-3		
1705	1,782			RISD		DCCCD-3		
1706	2,630			GISD		DCCCD-3		

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
1707	731			GISD		DCCCD-3		
1707	21	Garland	GA05	GISD		DCCCD-3		
1707	5	Garland	GA05			DCCCD-3		
1708	451	Garland	GA02	GISD		DCCCD-3		
1709	3,234	Garland	GA02	GISD		DCCCD-3		
1710	1,489	Garland	GA02	GISD		DCCCD-3		
1711	1,721	Garland	GA02	GISD		DCCCD-3		
1711	90			GISD		DCCCD-3		
1711	210	Garland	GA05	GISD		DCCCD-3		
1712	1,919			GISD		DCCCD-3		
1713	1,061	Garland	GA05	GISD		DCCCD-3		
1714	1,823	Garland	GA05	GISD		DCCCD-3		
1715	847	Garland	GA02	GISD		DCCCD-3		
1715	557	Garland	GA05	GISD		DCCCD-3		
1716	2,159			GISD		DCCCD-3		
1717	3,183	Garland	GA04	GISD		DCCCD-3		
1718	1,488	Garland	GA05	GISD		DCCCD-3		
1719	1,624	Garland	GA05	GISD		DCCCD-3		
1719	865	Garland	GA04	GISD		DCCCD-3		
1720	2,623	Garland	GA04	GISD		DCCCD-3		
1721	1,821	Garland	GA04	MISD		DCCCD-3		
1721	166	Garland	GA04	GISD		DCCCD-3		
1721	54	Mesquite		MISD		DCCCD-3		
1722	2,938	Garland	GA04	GISD		DCCCD-3		
1723	218	Garland	GA04	GISD		DCCCD-3		
1724	65	Garland	GA04	MISD		DCCCD-4		
1725	463	Garland	GA05	GISD		DCCCD-3		
1726	1,780	Garland	GA05	GISD		DCCCD-3		
1727	209	Garland	GA05	GISD		DCCCD-3		
1728	1,339	Garland	GA05	GISD		DCCCD-3		
1729	1,211	Garland	GA02	GISD		DCCCD-3		
1729	211	Garland	GA05	GISD		DCCCD-3		
2002	1,150					DCCCD-2		
2003	2,613					DCCCD-2		
2004	1,965					DCCCD-2		
2005	940					DCCCD-2		
2006	1,469					DCCCD-2		
2007	2,860					DCCCD-2		
2008	1,454					DCCCD-2		
2009	1,854					DCCCD-2		
2010	1,357					DCCCD-2		
2011	1,993					DCCCD-2		
2012	1,574			DISD	DA02	DCCCD-2		
2013	1,212			DISD	DA02	DCCCD-2		
2014	523			DISD	DA02	DCCCD-2		

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
2015	1,045					DCCCD-2		
2016	242			RISD				
2017	1,322			RISD				
2018	787					DCCCD-2		
2020	3			RISD				
2021	2,637			DISD	DA02	DCCCD-2		
2021	834					DCCCD-2		
2023	1,161			DISD	DA02	DCCCD-2		
2024	1,259			DISD	DA02	DCCCD-2		
2025	2,582			DISD	DA02	DCCCD-2		
2026	2,646			DISD	DA02	DCCCD-2		
2027	1,624			DISD	DA02	DCCCD-2		
2029	1,285			DISD	DA02	DCCCD-2		
2029	287			HPISD		DCCCD-2		
2030	950			HPISD		DCCCD-2		
2030	901			DISD	DA02	DCCCD-2		
2031	3,218			DISD	DA02			
2032	1,904			DISD	DA02			
2033	1,480			DISD	DA02			
2034	1,173			DISD	DA02	DCCCD-2		
2034	190			HPISD		DCCCD-2		
2035	980			DISD	DA02			
2035	263			DISD	DA02	DCCCD-2		
2035	1			DISD	DA02	DCCCD-2	WDPC	
2036	2,235			DISD	DA02			
2037	711			DISD	DA02			
2038	2,973			DISD	DA02			
2039	2,621			DISD	DA02			
2040	1,509			DISD	DA02			
2041	73			RISD				
2042	2,974			RISD				
2043	2,036			RISD				
2044	1,044			RISD				
2045	1,745			RISD				
2046	1,782			RISD				
2047	2,310			RISD				
2049	968			RISD				
2050	892			RISD				
2051	2,430			RISD				
2052	1,136			RISD				
2056	673			RISD				
2057	467			RISD				
2058	1,074			RISD				
2059	1,193			RISD				
2060	2,471			RISD				

*Information as of February 22, 2016 BEFORE entity withdrawals - subject to changes

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
2061	2,730			RISD				
2062	1,959			RISD				
2063	708			RISD				
2064	1,595			RISD				
2064	3			GISD				
2065	2,399					DCCCD-3		
2065	1					DCCCD-4		
2066	1,461			RISD				
2068	2,246			DISD	DA02			
2069	2,745			DISD	DA02	DCCCD-4		
2070	1,215			DISD	DA02	DCCCD-4		
2071	1,896			DISD	DA02	DCCCD-4		
2072	2,641			DISD	DA02	DCCCD-4		
2073	944					DCCCD-3		
2074	194			COPISD		DCCCD-2		
2077	1,268					DCCCD-2		
2200	1,130	Highland Park		HPISD		DCCCD-2	WDPC	
2200	628	Highland Park		DISD	DA02	DCCCD-2	WDPC	
2201	1,729	Highland Park		HPISD		DCCCD-2	WDPC	
2201	1			DISD	DA02	DCCCD-2	WDPC	
2202	1,875	Highland Park		HPISD		DCCCD-2	WDPC	
2203	1,524	Highland Park		HPISD		DCCCD-2	WDPC	
2220	1,762	University Park		HPISD		DCCCD-2	WDPC	
2221	3,381	University Park		HPISD		DCCCD-2	WDPC	
2222	2,952	University Park		HPISD		DCCCD-2	WDPC	
2223	1,481	University Park		HPISD		DCCCD-2	WDPC	
2223	2	University Park		DISD	DA02	DCCCD-2	WDPC	
2224	1,459	University Park		HPISD		DCCCD-2	WDPC	
2225	1,643	University Park		HPISD		DCCCD-2	WDPC	
2226	2,755	University Park		HPISD		DCCCD-2	WDPC	
2300	1,261			CFBISD				
2301	2,339			CFBISD		DCCCD-2		
2302	50			CFBISD				
2302	1,374	Farmers Branch	FB01	CFBISD				
2302	1	Farmers Branch	FB01	CFBISD		DCCCD-2		
2303	2,280			CFBISD		DCCCD-2		
2303	101	Farmers Branch	FB01	CFBISD		DCCCD-2		
2305	363	Farmers Branch	FB04			DCCCD-2		
2305	760			CFBISD		DCCCD-2		
2305	886					DCCCD-2		
2305	1,345	Farmers Branch	FB04	CFBISD		DCCCD-2		
2306	1,226	Farmers Branch	FB04			DCCCD-2		
2307	707	Farmers Branch	FB04			DCCCD-2		
2308	21	Farmers Branch	FB01	CFBISD		DCCCD-2		
2308	1			CFBISD				
2309	499			CFBISD				

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
2310	124			CFBISD				
2310	87					DCCCD-2		
2310	2,048			CFBISD		DCCCD-2		
2311	155			CFBISD				
2311	356	Farmers Branch	FB01	CFBISD				
2312	76					DCCCD-2		
2312	4			CFBISD		DCCCD-2		
2400	144			CFBISD		DCCCD-2		
2401	2,535			CFBISD		DCCCD-2		
2401	706					DCCCD-2		
2402	3,040			CFBISD		DCCCD-2		
2403	2					DCCCD-2		
2404	1,867			CFBISD		DCCCD-2		
2405	3,217			CFBISD		DCCCD-2		
2405	38					DCCCD-2		
2406	2,880					DCCCD-2		
2406	22			CFBISD		DCCCD-2		
2407	3,717			CFBISD		DCCCD-2		
2408	1,308			CFBISD		DCCCD-2		
2409	1,974			CFBISD		DCCCD-2		
2410	1,519					DCCCD-2		
2410	14			CFBISD		DCCCD-2		
2411	674			CFBISD		DCCCD-2		
2500	2,162			RISD				
2501	1,349			RISD				
2502	1,759			RISD				
2503	2,597			RISD				
2504	1,316			RISD				
2505	2,774			RISD				
2506	2,108			RISD				
2507	2,084			RISD				
2508	2,542			RISD				
2509	2,893			RISD				
2510	1,789			RISD				
2511	1,920			RISD				
2512	1,420			RISD				
2513	2,666			RISD				
2514	2,706			RISD				
2601	1,276	Irving		COPISD		DCCCD-2		
2601	808	Irving		CFBISD		DCCCD-2		
2602	2,757	Irving		CFBISD		DCCCD-2		
2603	1,499	Irving		CFBISD		DCCCD-2		
2603	1,401	Irving		COPISD		DCCCD-2		
2604	2,728	Irving		CFBISD		DCCCD-2		
2605	1,830	Irving		COPISD		DCCCD-2		
2605	3	Irving		CFBISD		DCCCD-2		

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
2700	2,279			RISD		DCCCD-3		
2700	820			GISD		DCCCD-3		
2701	429	Garland	GA01	GISD		DCCCD-3		
2701	2,054	Garland	GA01	RISD		DCCCD-3		
2701	874			GISD		DCCCD-3		
2701	16			RISD		DCCCD-3		
2702	4,577	Garland	GA01	GISD		DCCCD-3		
2702	3			GISD		DCCCD-3		
2703	1,210			GISD		DCCCD-3		
2704	3,179			GISD		DCCCD-3		
2705	1,993			GISD		DCCCD-3		
2706	2,716			GISD		DCCCD-3		
2707	3,221			GISD		DCCCD-3		
2708	3,608			GISD		DCCCD-3		
2708	671	Garland	GA01	GISD		DCCCD-3		
2709	1,301			GISD		DCCCD-3		
2709	26	Garland	GA01	GISD		DCCCD-3		
2710	2,434	Garland	GA01	GISD		DCCCD-3		
2711	2,329	Garland	GA01	GISD		DCCCD-3		
2712	3,643	Garland	GA01	GISD		DCCCD-3		
2713	1,645			GISD		DCCCD-3		
2714	2,559			GISD		DCCCD-3		
2714	1,276	Garland	GA04	GISD		DCCCD-3		
2715	2,707			GISD		DCCCD-3		
2716	1,560	Garland	GA01	GISD		DCCCD-3		
2717	4			GISD		DCCCD-3		
2800	1			COPISD		DCCCD-2		
2801	3,209			COPISD		DCCCD-2		
2802	3,966			COPISD		DCCCD-2		
2803	1,353			COPISD		DCCCD-2		
2804	2,329			COPISD		DCCCD-2		
2804	27			CFBISD		DCCCD-2		
2805	4,009			COPISD		DCCCD-2		
2806	2,552			COPISD		DCCCD-2		
2807	2,278			COPISD		DCCCD-2		
2807	17			CFBISD		DCCCD-2		
2808	2,655			COPISD		DCCCD-2		
2809	2,872			CFBISD		DCCCD-2		
2810	25			COPISD		DCCCD-2		
2900	2,893	Addison						
2901	1,195	Addison		CFBISD				
2902	1,804	Addison						
2903	2,013	Addison						
2904	14	Addison						
2905	482	Addison						
2910	69	Lewisville		COPISD		DCCCD-2		

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
2911	293	Lewisville		COPISD		DCCCD-2		
2920	2,929	Rowlett		GISD		DCCCD-3		
2921	3,875	Rowlett		GISD		DCCCD-3		
2922	243			GISD		DCCCD-3		
2922	4,579	Rowlett		GISD		DCCCD-3		
2923	3,502	Rowlett		GISD		DCCCD-3		
2924	1,865	Rowlett		GISD		DCCCD-3		
2925	3,076	Rowlett		GISD		DCCCD-3		
2926	2,067	Rowlett		GISD		DCCCD-3		
2927	4,916	Rowlett		GISD		DCCCD-3		
2928	2,764	Rowlett		GISD		DCCCD-3		
2929	1,313	Rowlett		GISD		DCCCD-3		
2940	1,498	Sachse		GISD		DCCCD-3		
2941	4,264	Sachse		GISD		DCCCD-3		
2942	3,267	Sachse		GISD		DCCCD-3		
2942	681			GISD		DCCCD-3		
3000	3,339			DISD	DA05	DCCCD-2		
3001	165			DUISD				
3005	197			DISD	DA05			
3006	3,116			DISD	DA05	DCCCD-2		
3007	763			DISD	DA05	DCCCD-2		
3008	1,442			DISD	DA05	DCCCD-2		
3008	3,920					DCCCD-2		
3009	1,864					DCCCD-2		
3010	481					DCCCD-2		
3012	76					DCCCD-4		
3013	643			DISD	DA04	DCCCD-4		
3014	466			DISD	DA04	DCCCD-4		
3014	1,148			MISD		DCCCD-4		
3014	8	Seagoville		DISD	DA04	DCCCD-4		
3015	2	Balch Springs		DISD	DA04	DCCCD-4		
3015	234			DISD	DA04	DCCCD-4		
3016	10			DISD	DA05			
3030	18			DISD	DA04	DCCCD-4		
3031	521			DISD	DA04	DCCCD-4		
3032	1,127			DISD	DA07			
3033	524			DISD	DA05			
3034	1,286			DISD	DA05			
3035	1,455			DISD	DA05			
3037	402			DISD	DA05			
3038	833			DISD	DA05			
3039	2,279			DISD	DA05			
3042	1,668			DISD	DA05			
3043	2,148			DISD	DA05			
3044	2,643			DISD	DA05			

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
3045	522			DISD	DA05			
3048	2,559			DISD	DA05			
3049	2,017			DISD	DA05			
3050	1,796			DISD	DA05			
3051	840			DISD	DA05			
3052	2,714			DISD	DA05			
3053	5			DUISD				
3061	1,665			DISD	DA05			
3062	2,675			DISD	DA05			
3067	1,739			DUISD				
3069	1,789			DISD	DA05			
3070	3,003			DISD	DA05			
3071	2,718			DISD	DA05			
3072	76			DISD	DA05			
3073	162			DISD	DA05			
3075	207			DISD	DA05			
3075	7			LISD	LA06			
3077	2,920			DUISD				
3078	2,012			DUISD				
3078	815			CHISD				
3079	290			MISD		DCCCD-4		
3079	298			DISD	DA04	DCCCD-4		
3080	1,046			DISD	DA04	DCCCD-4		
3081	1,112			DISD	DA05	DCCCD-2		
3082	62			DISD	DA04			
3083	1,436			DISD	DA04	DCCCD-4		
3084	962			DISD	DA07			
3086	2,782			DISD	DA05	DCCCD-2		
3089	11			DISD	DA05			
3092	7			DUISD				
3093	9			DISD	DA04	DCCCD-4		
3094	1			DISD	DA05			
3097	191			DISD	DA05			
3098	236			DISD	DA05			
3099	343			DISD	DA05			
3100	2,065	Cedar Hill		CHISD				
3100	22			CHISD				
3101	3			CHISD				
3101	344	Cedar Hill		CHISD				
3101	202			DEISD				
3101	16	Cedar Hill		DEISD				
3102	2,912	Cedar Hill		CHISD				
3103	2,012	Cedar Hill		CHISD				
3103	712	Cedar Hill		DUISD				

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
3104	4,384	Cedar Hill		CHISD				
3104	123	Cedar Hill		DUISD				
3105	2,303	Cedar Hill		CHISD				
3105	88	Cedar Hill		DUISD				
3106	3,284	Cedar Hill		CHISD				
3107	2,365	Cedar Hill		CHISD				
3108	2,043	Cedar Hill		CHISD				
3109	3,202	Cedar Hill		CHISD				
3109	2	Grand Prairie		CHISD				
3110	2,755	Cedar Hill		CHISD				
3111	17	Cedar Hill		CHISD				
3112	17	Cedar Hill		CHISD				
3113	3	Grand Prairie		CHISD				
3200	2,131	Duncanville		DUISD				
3200	92	Duncanville		CHISD				
3200	2	Cedar Hill		CHISD				
3201	1,332	Duncanville	DU04	DUISD				
3201	382	Duncanville	DU02	DUISD				
3201	14	Cedar Hill		DUISD				
3202	1,990	Duncanville	DU04	DUISD				
3202	21	Duncanville	DU04					
3202	5	DeSoto						
3203	340	Duncanville		DUISD				
3203	1,556	Duncanville	DU02	DUISD				
3204	488	Duncanville	DU02	DUISD				
3204	2,040	Duncanville		DUISD				
3205	1,580	Duncanville	DU04	DUISD				
3206	2,249	Duncanville		DUISD				
3207	2,148	Duncanville	DU02	DUISD				
3207	505	Duncanville		DUISD				
3208	1,748	Duncanville		DUISD				
3209	193	Duncanville		DUISD				
3210	2,063	Duncanville		DUISD				
3211	1,301	Duncanville		DUISD				
3300	2,619	Mesquite		MISD		DCCCD-4		
3301	2,571	Mesquite		MISD		DCCCD-4		
3302	1,429	Mesquite		MISD		DCCCD-4		
3303	2,667	Mesquite		MISD		DCCCD-4		
3304	1			MISD		DCCCD-4		
3304	2,799	Mesquite		MISD		DCCCD-4		
3305	3,806	Mesquite		MISD		DCCCD-4		
3306	1,672	Mesquite		MISD		DCCCD-4		
3307	1,929	Mesquite		MISD		DCCCD-4		
3308	2,173	Mesquite		MISD		DCCCD-4		
3309	2,057	Mesquite		MISD		DCCCD-4		
3310	2,803	Mesquite		MISD		DCCCD-4		

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
3311	2,434	Mesquite		MISD		DCCCD-4		
3312	3,133	Mesquite		MISD		DCCCD-4		
3313	4,747	Mesquite		MISD		DCCCD-4		
3313	39			MISD		DCCCD-4		
3314	3,207	Mesquite		MISD		DCCCD-4		
3314	272	Balch Springs	BS06	MISD		DCCCD-4		
3314	59	Balch Springs		MISD		DCCCD-4		
3315	1,501	Mesquite		MISD		DCCCD-4		
3316	2,719	Mesquite		MISD		DCCCD-4		
3317	1,317	Mesquite		MISD		DCCCD-4		
3317	222			MISD		DCCCD-4		
3317	48	Seagoville		MISD		DCCCD-4		
3318	1,531	Mesquite		MISD		DCCCD-4		
3400	643	Balch Springs	BS06	MISD		DCCCD-4		
3401	4	Balch Springs	BS04	DISD	DA04	DCCCD-4		
3402	76	Balch Springs		DISD	DA04	DCCCD-4		
3402	394	Balch Springs	BS04	DISD	DA04	DCCCD-4		
3404	642	Balch Springs	BS04	MISD		DCCCD-4		
3404	406	Balch Springs	BS06	MISD		DCCCD-4		
3404	1,235	Balch Springs		MISD		DCCCD-4		
3405	655	Balch Springs	BS06	MISD		DCCCD-4		
3405	2,193	Balch Springs		MISD		DCCCD-4		
3406	33	Balch Springs		MISD		DCCCD-4		
3407	332	Balch Springs		DISD	DA04	DCCCD-4		
3408	277	Balch Springs	BS04	DISD	DA04	DCCCD-4		
3408	821	Balch Springs		DISD	DA04	DCCCD-4		
3408	462	Balch Springs		MISD		DCCCD-4		
3408	297	Balch Springs	BS06	MISD		DCCCD-4		
3409	380	Balch Springs		DISD	DA04	DCCCD-4		
3409	235	Balch Springs	BS04	DISD	DA04	DCCCD-4		
3410	312	Balch Springs		DISD	DA04	DCCCD-4		
3411	3	Balch Springs	BS04	DISD	DA04	DCCCD-4		
3500	124	Mesquite		MISD		DCCCD-4		
3500	4,223	Sunnyvale		SUISD		DCCCD-4		
3501	5	Sunnyvale		SUISD		DCCCD-4		
3600	1,316	DeSoto						
3600	498	DeSoto		DUISD				
3600	12	Duncanville	DU04	DUISD				
3601	1,843	DeSoto		DUISD				
3601	38	DeSoto		DEISD				
3602	599	DeSoto		DEISD				
3603	217	DeSoto		DUISD				
3603	23	DeSoto		DEISD				
3604	2,744	DeSoto		DEISD				
3605	2,887	DeSoto		DEISD				
3606	2,394	DeSoto		DEISD				
3606	39	DeSoto						
3607	3,299	DeSoto		DEISD				

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
3608	2,654	DeSoto		DEISD				
3609	2,827	DeSoto		DEISD				
3610	490	DeSoto		DEISD				
3611	1,034	DeSoto		DEISD				
3612	2,984	DeSoto		DEISD				
3613	685	DeSoto		DEISD				
3614	855	DeSoto		DEISD				
3615	2,314	DeSoto		DEISD				
3616	667	DeSoto		DEISD				
3617	41			DEISD				
3617	1,635	DeSoto		DEISD				
3618	197	DeSoto		DEISD				
3619	278	DeSoto		DEISD				
3620	999	DeSoto		DEISD				
3700	3,416			GISD		DCCCD-3		
3700	625	Garland	GA04	GISD		DCCCD-3		
3701	3,820			GISD		DCCCD-3		
3702	2,474			GISD		DCCCD-3		
3703	58			GISD		DCCCD-3		
3800	3,473			LISD	LA03			
3800	40			DISD	DA05			
3801	440			DISD	DA05			
3802	1,261			LISD	LA06			
3802	585	Lancaster	LA03	LISD	LA06			
3802	1,707	Lancaster	LA03					
3803	616	Lancaster	LA03					
3805	2,696	Lancaster	LA05					
3806	661	Lancaster	LA05					
3806	128	Lancaster	LA01					
3807	1,222	Lancaster	LA01					
3807	465	Lancaster	LA05					
3808	1,593	Lancaster	LA01					
3808	843	Lancaster	LA01	LISD	LA06			
3809	253	Lancaster	LA03	LISD	LA06			
3809	100	Lancaster	LA01					
3809	12	Lancaster	LA01	LISD	LA06			
3900	104	DeSoto		DEISD				
3900	4,574			DEISD				
3920	1,940	Seagoville		DISD	DA04	DCCCD-4		
3920	488			DISD	DA04	DCCCD-4		
3921	3,286	Seagoville		DISD	DA04	DCCCD-4		
3921	349	Seagoville		MISD		DCCCD-4		
3922	67	Seagoville		DISD	DA04	DCCCD-4		
3940	265			DISD	DA05			
3940	1,691	Wilmer		DISD	DA05			
3940	2	Lancaster	LA01	DISD	DA05			
3940	38	Lancaster	LA01					

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
3950	1,588	Hutchins		DISD	DA05			
3950	42			DISD	DA05			
4000	14			CFBISD				
4001	526					DCCCD-2		
4002	958					DCCCD-2		
4004	1,484					DCCCD-2		
4006	1,196					DCCCD-2		
4007	175					DCCCD-2		
4010	1,116			DISD	DA02			
4012	42			DISD	DA02			
4013	313			DISD	DA02	DCCCD-2		
4014	1,828			DISD	DA02	DCCCD-2		
4015	1,625			DISD	DA02	DCCCD-2		
4016	1,639			DISD	DA02	DCCCD-2		
4017	414			DISD	DA02	DCCCD-2		
4018	901			DISD	DA02	DCCCD-2		
4020	28			DISD	DA02			
4021	208			DISD	DA02			
4021	495					DCCCD-2		
4021	2,653			DISD	DA02	DCCCD-2		
4024	2,058			DISD	DA05			
4029	26			DISD	DA05			
4030	24			DISD	DA05			
4031	2,075			DISD	DA05			
4032	1,138			DISD	DA05			
4033	1,229			DISD	DA05			
4035	1,035			DISD	DA05			
4036	22			DISD	DA05			
4038	1,960			DISD	DA05			
4039	635			DISD	DA05			
4040	789			DISD	DA05			
4041	814			DISD	DA05			
4047	874			DISD	DA05			
4050	3,517			DUISD				
4052	3,979			DUISD				
4053	322			GPISD				
4054	379			DISD	DA07			
4058	881			DISD	DA07			
4059	310			GPISD				
4060	2,242			DISD	DA07			
4061	2,211			DISD	DA07			
4062	1,724			DISD	DA07			
4063	519			DISD	DA05			
4063	1,924			DISD	DA07			

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
4065	1,039			DISD	DA07			
4066	1,037			DISD	DA07			
4067	1,737			DISD	DA07			
4068	1,674			DISD	DA07			
4069	2,624			DISD	DA07			
4070	1,508			DISD	DA07			
4071	304			DISD	DA07			
4072	291			DISD	DA07			
4073	1,368			DISD	DA07			
4074	2,376			DISD	DA07			
4075	978			DISD	DA07			
4076	2,326			DISD	DA07			
4077	730			DISD	DA07			
4078	1,235			DISD	DA07			
4079	3,692			DISD	DA07			
4080	598			DISD	DA07			
4082	364			DISD	DA05			
4083	454			DISD	DA07			
4084	576			DISD	DA05			
4085	945			DISD	DA05			
4092	164					DCCCD-2		
4094	130					DCCCD-2		
4095	35					DCCCD-2		
4096	40					DCCCD-2		
4098	33			DISD	DA02			
4099	982			DISD	DA02	DCCCD-2		
4101	124			DISD	DA05			
4102	241			DISD	DA05			
4104	7			DISD	DA05			
4106	47			DISD	DA05			
4107	118			DISD	DA05			
4108	70			DISD	DA05			
4112	216			DISD	DA07			
4113	1,848			DISD	DA07			
4114	1,503			DISD	DA07			
4115	202			DISD	DA07			
4116	3			DISD	DA07			
4300	1,479	Cockrell Hill		DISD	DA07			
4300	20			DISD	DA07			
4500	354	Grand Prairie		GPISD				
4500	1,800	Grand Prairie		GPISD	GP06			
4501	720	Grand Prairie		GPISD				
4501	1,359	Grand Prairie		GPISD	GP06			
4502	3,173	Grand Prairie		GPISD	GP06			

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
4503	3,305	Grand Prairie	GP02	GPISD				
4503	138	Grand Prairie		GPISD				
4504	1,265	Grand Prairie	GP02	GPISD				
4505	1,167	Grand Prairie		GPISD				
4505	677	Grand Prairie	GP02	GPISD				
4506	677	Grand Prairie	GP02	GPISD				
4506	585	Grand Prairie		GPISD				
4507	886	Grand Prairie		GPISD				
4507	240	Grand Prairie	GP02	GPISD				
4508	693	Grand Prairie		GPISD				
4509	737	Grand Prairie		GPISD				
4509	722	Grand Prairie	GP02	GPISD				
4510	1,444	Grand Prairie		GPISD				
4510	470	Grand Prairie	GP02	GPISD				
4511	1,718	Grand Prairie		GPISD				
4512	1,391	Grand Prairie		GPISD				
4513	2,426	Grand Prairie		GPISD				
4514	1,274	Grand Prairie		GPISD				
4515	1,999	Grand Prairie		GPISD				
4516	26	Grand Prairie		GPISD				
4517	2,809	Grand Prairie		GPISD				
4518	1,097	Grand Prairie		IRISD	IR05			
4518	760	Grand Prairie		GPISD				
4519	2,821	Grand Prairie		GPISD	GP06			
4520	890	Grand Prairie		GPISD				
4521	1,327	Grand Prairie	GP02	GPISD				
4521	1,591	Grand Prairie		GPISD				
4521	866	Grand Prairie	GP02	GPISD	GP06			
4522	2,702	Grand Prairie		GPISD	GP06			
4522	59	Grand Prairie	GP04	CHISD				
4523	375	Grand Prairie		CHISD				
4523	4	Cedar Hill		CHISD				
4525	583	Grand Prairie	GP02	GPISD				
4525	677	Grand Prairie		GPISD				
4527	1,577	Grand Prairie		GPISD				
4529	675	Grand Prairie		GPISD	GP06			
4530	259	Grand Prairie	GP02	GPISD				
4531	303	Grand Prairie		GPISD				
4531	245	Grand Prairie	GP02	GPISD				
4532	192	Grand Prairie		GPISD				
4532	76	Grand Prairie	GP02	GPISD				
4533	728	Grand Prairie		GPISD				
4533	74	Grand Prairie	GP02	GPISD				
4534	79	Grand Prairie	GP02	GPISD				
4535	768	Grand Prairie		GPISD				
4536	53	Grand Prairie		GPISD				
4537	4	Grand Prairie		CHISD				

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
4538	806	Grand Prairie		GPISD				
4600	2,054	Irving		IRISD	IR05			
4600	3	Irving		GPISD				
4601	2,406	Irving						
4601	1,165	Irving		IRISD	IR07			
4602	72	Irving		IRISD	IR06			
4602	595	Irving		IRISD	IR07			
4602	1,188	Irving						
4603	69	Irving						
4604	1,953	Irving						
4604	688	Irving	IR01	IRISD	IR07			
4604	106	Irving		IRISD	IR07			
4605	1,950	Irving		IRISD	IR05			
4605	398	Irving	IR01	IRISD	IR05			
4606	1,449	Irving		IRISD	IR07			
4606	1,210	Irving	IR01	IRISD	IR07			
4607	1,327	Irving	IR01	IRISD	IR06			
4607	97	Irving	IR01	IRISD	IR07			
4607	71	Irving						
4607	199	Irving		IRISD	IR07			
4608	3,263	Irving		IRISD	IR05			
4608	56	Irving		GPISD				
4609	1,896	Irving		IRISD	IR05			
4610	1,251	Irving		IRISD	IR07			
4610	1,052	Irving	IR07	IRISD	IR07			
4610	2	Irving	IR01	IRISD	IR07			
4611	1,558	Irving	IR07					
4611	29	Irving	IR07	IRISD	IR06			
4612	307	Irving	IR07					
4613	53	Irving	IR07	IRISD	IR06			
4613	570	Irving	IR01	IRISD	IR06			
4614	490	Irving	IR07					
4615	52	Irving	IR07					
4615	160	Irving	IR01	IRISD	IR06			
4616	1,154	Irving	IR01	IRISD	IR06			
4617	156	Irving						
4618	8	Irving	IR07					
4618	431	Irving	IR07	IRISD	IR07			
4619	1,164	Irving	IR07					
4620	779	Irving						
4620	437	Irving	IR01					
4620	307	Irving	IR01	IRISD	IR06			
4621	3,157	Irving				DCCCD-2		
4622	1,753	Irving						
4623	2,296	Irving	IR07					
4624	1,567	Irving	IR07					
4625	1,417	Irving				DCCCD-2		
4625	474	Irving	IR07			DCCCD-2		

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
4626	1,520	Irving				DCCCD-2		
4626	895	Irving	IR07			DCCCD-2		
4627	3,134	Irving				DCCCD-2		
4628	1,983	Irving				DCCCD-2		
4628	197	Irving						
4629	1,114	Irving	IR07					
4629	106	Irving						
4630	1,455	Irving				DCCCD-2		
4631	660	Irving				DCCCD-2		
4631	527	Irving	IR07			DCCCD-2		
4632	1,544	Irving				DCCCD-2		
4632	1	Irving		COPISD		DCCCD-2		
4632	5	Irving		CFBISD		DCCCD-2		
4633	869	Irving		CFBISD		DCCCD-2		
4634	1,812	Irving				DCCCD-2		
4634	896	Irving		CFBISD		DCCCD-2		
4635	992	Irving		CFBISD		DCCCD-2		
4635	344	Irving		COPISD		DCCCD-2		
4637	2,906	Irving		CFBISD		DCCCD-2		
4639	574	Irving	IR07					
4640	2,085	Irving						
4640	421	Irving				DCCCD-2		
4641	519	Irving	IR07					
4642	161	Irving	IR07					
4644	35	Irving		COPISD		DCCCD-2		
4645	6	Irving		COPISD		DCCCD-2		
4646	544	Irving						
4647	3,229	Irving		CFBISD		DCCCD-2		
4647	24	Irving		COPISD		DCCCD-2		
4648	1,817	Irving						
4649	79	Irving						
4651	54	Irving						
4652	573	Irving	IR01	IRISD	IR06			
4652	116	Irving						
4652	115	Irving	IR01					
4653	118	Irving	IR07	IRISD	IR07			
4654	194	Irving	IR01	IRISD	IR06			
4654	803	Irving	IR01	IRISD	IR07			
4654	200	Irving		IRISD	IR07			
4655	59	Irving	IR07					
4656	111	Irving	IR01					
4657	58	Irving	IR07					
4658	85	Irving	IR07					
4659	213	Irving	IR07	IRISD	IR07			
4660	46	Irving	IR07					
4661	826	Irving	IR01	IRISD	IR06			

PCT	Reg. Voters	City in Election	City District	ISD in Election	ISD District	DCCCD	Water	County
4662	232	Irving						
4662	11	Irving		IRISD	IR06			
4664	641	Irving				DCCCD-2		
4664	695	Irving		CFBISD		DCCCD-2		

ATTACHMENT G
BALLOT ISSUES FOR PARTICIPATING POLITICAL SUBDIVISIONS

The Town of Addison (**TOA**) plans to hold a General Joint Election on May 7, 2016 for 3 Council Places At-Large in **6** Dallas County voting precincts.

The City of Balch Springs (**COBS**) plans to hold a General Joint Election on May 7, 2016 for Places 2, 4 and 6 in **22** Dallas County voting precincts.

The City of Cedar Hill (**COCdH**) plans to hold a General Joint Election on May 7, 2016 for Places 3 and 5 and a Mayoral position in **21** Dallas County voting precincts and **1** Ellis County voting precinct.

The City of Cockrell Hill (**COCkH**) plans to hold a General Joint Election on May 7, 2016 for Places 1 and 2 and a Mayoral position in **1** Dallas County voting precinct.

The City of DeSoto (**CODe**) plans to hold a General Joint Election on May 7, 2016 for Places 3, 5 and 6 and Mayor Place 1 in **27** Dallas County voting precincts.

The City of Duncanville (**CODu**) plans to hold a General Joint Election on May 7, 2016 for Districts 2 and 4 and a Mayoral position in **19** Dallas County precincts.

The City of Farmers Branch (**COFB**) plans to hold a General Joint Election on May 7, 2016 for Places 1 and 4 and a Possible Public Safety Bond in **9** Dallas County voting precincts.

The City of Garland (**COG**) plans to hold a General Joint Election on May 7, 2016 for Districts 1, 2, 4 and 5 in **41** Dallas County voting precincts and **2** Collin County voting precincts.

The City of Grand Prairie (**COGP**) plans to hold a General Joint Election on May 7, 2016 for Districts 2 and 4 and a Mayoral position in **55** Dallas County voting precincts and **1** Ellis County voting precinct.

The Town of Highland Park (**TOHP**) plans to hold a General Joint Election on May 7, 2016 for 5 Town Council Members and a Mayoral position in **5** Dallas County voting precincts.

The City of Hutchins (**COH**) plans to hold a General Joint Election on May 7, 2016 for Council Members At-Large and a Mayoral position in **1** Dallas County voting precinct.

The City of Irving (**COI**) plans to hold a General Joint Election on May 7, 2016 for Places 1 and 7 and Place 2 At-Large in **105** Dallas County voting precincts.

The City of Lancaster (**COL**) plans to hold a General Joint Election on May 7, 2016 for Places 1, 3 and 5 in **15** Dallas County voting precincts.

The City of Lewisville (**COLe**) plans to hold a General Joint Election on May 7, 2016 for Places 4 and 5 and a Crime Control and Prevention District Sales Tax and a Fire Control, Prevention and Emergency Medical Service and a District Sales Tax in **2** Dallas County voting precincts.

The City of Mesquite (**COM**) plans to hold a General Joint Election on May 7, 2016 for Places 3, 4 and 5 in **42** Dallas County voting precincts and **1** Kaufman County voting precinct.

BALLOT ISSUES FOR PARTICIPATING POLITICAL SUBDIVISIONS

The City of Rowlett (**CORw**) plans to hold a General Joint Election on May 7, 2016 for Places 2, 4 and 6 and a Mayoral position and a Special Election to Fill a Vacancy Place 3 and a Special Election for 8 Charter Amendment Propositions in **12** Dallas County voting precincts and **2** Rockwall County voting precincts.

The City of Sachse (**COSa**) plans to hold a General Joint Election on May 7, 2016 for Places 5 and 6 and a Mayoral position in **6** Dallas County voting precincts and **3** Collin County voting precincts.

The City of Seagoville (**COSe**) plans to hold a General Joint Election on May 7, 2016 for Places 1, 3 and 5 and a Special Election for Charter Amendments in **7** Dallas County voting precincts and **1** Kaufman County voting precinct.

The Town of Sunnyvale (**TOS**) plans to hold a General Joint Election on May 7, 2016 for Places 1 and 2 in **2** Dallas County voting precincts.

The City of University Park (**COUP**) plans to hold a General Joint Election on May 7, 2016 for 4 Councilmembers At-Large and a Mayoral position in **8** Dallas County voting precincts.

The City of Wilmer (**COW**) plans to hold a General Joint Election on May 7, 2016 for Councilmembers At-Large and a Mayoral position in **1** Dallas County voting precinct.

The Carrollton-Farmers Branch Independent School District (**CFBISD**) plans to hold a General Trustee Election on May 7, 2016 for 3 At-Large Trustee positions in **54** Dallas County voting precincts and **9** Denton County voting precincts.

The Cedar Hill Independent School District (**CHISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 1 and 2 in **24** Dallas County voting precincts.

The Coppell Independent School District (**CplSD**) plans to hold a General Trustee Election on May 7, 2016 for Places 1, 2 and 3 and a Bond Election in **21** Dallas County voting precincts.

The Dallas County Community College District (**DCCCD**) plans to hold a General Trustee Election on May 7, 2016 for Places 2, 3 and 4 in **408** Dallas County voting precincts.

The Dallas Independent School District (**DISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 4, 5 and 7 and a Possible Special Election in Place 2 in **212** Dallas County voting precincts.

The DeSoto Independent School District (**DeISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 1 and 2 in **25** Dallas County voting precincts.

The Duncanville Independent School District (**DuISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 1, 2 and 3 in **32** Dallas County voting precincts.

The Garland Independent School District (**GISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 1, 2 and 3 and Place 4 Filling a Vacancy in **81** Dallas County voting precincts.

The Grand Prairie Independent School District (**GPISD**) plans to hold a General Trustee Election on May 7, 2016 for Single Member Place 6 and At-Large Place 7 in **52** Dallas County voting precincts.

The Highland Park Independent School District (**HPISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 3, 4 and 5 in **14** Dallas County voting precincts.

BALLOT ISSUES FOR PARTICIPATING POLITICAL SUBDIVISIONS

The Irving Independent School District (**IISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 5, 6 and 7 in **34** Dallas County voting precincts.

The Lancaster Independent School District (**LISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 3 and 6 in **7** Dallas County voting precincts.

The Mesquite Independent School District (**MISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 1 and 2 in **59** Dallas County voting precincts.

The Richardson Independent School District (**RISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 3, 4 and 5 and a Bond Referendum in **75** Dallas County voting precincts.

The Sunnyvale Independent School District (**SuISD**) plans to hold a General Trustee Election on May 7, 2016 for Places 6 and 7 in **2** Dallas County voting precincts.

The Dallas County Park Cities Municipal Utility District (**DCPCMUD**) plans to hold a Board of Directors Election on May 7, 2016 for Positions 1, 3 and 5 in **2** Dallas County voting precincts.

2-23-16

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/01/16 **AGENDA ITEM**: 7C

TITLE

Consider action to approve a resolution extending the local state of disaster declaration resulting from the December 26, 2015 tornado by thirty-five (35) days, from March 7, 2016 through April 11, 2016.

STAFF REPRESENTATIVE

Neil Howard, Fire Chief/EMC

SUMMARY

In order for the Mayor of the City of Roweltt, Texas to implement measures necessary and appropriate to provide for the protection and safety of persons and property and for these measures to be eligible for federal assistance under DR-4255, the local state of disaster declaration should be extended.

BACKGROUND INFORMATION

The tornado that struck Rowlett on December 26, 2015 required a local state of disaster declaration to empower the Mayor to implement measures intended to protect life, property, and the environment. In accordance with State law, the initial disaster declaration was twice extended beyond its seven-day period by thirty days and then thirty-five days (i.e. a total extension of sixty-five days). In order for the declaration to be continued beyond these additional sixty-five (65) days, the City Council must continue the declaration.

1. Initial Local State of Disaster Declaration signed by Mayor on December 26, 2015
   Declaration Period - December 26, 2015 to January 2, 2016
2. Initial Extension of Declaration by City Council on December 30, 2015
   Declaration Period - January 2, 2016 to February 1, 2016
3. Second Extension of Declaration by City Council (RES-021-16) on January 19, 2016
   Declaration Period – February 2, 2016 to March 7, 2016
4. <u>Requested Third Extension of Declaration by City Council on March 1, 2016</u>
   <u>Declaration Period – March 7, 2016 to April 11, 2016</u>

If the declaration has to be continued beyond April 11, 2016; an additional extension request will be made for the April 5, 2016 City Council meeting.

DISCUSSION

Due to the extensive damage caused by the tornado and the possibility that additional life, property, and environmental protective measures may be necessary, it is recommended that the City Council extend the local state of disaster declaration. The extension will also allow the

costs of any continued protective measures, specifically the removal of hazardous debris, to become eligible for reimbursement under the FEMA Public Assistance program.

FINANCIAL/BUDGET IMPLICATIONS

Extending the local state of disaster declaration will make any protective measures taken by the City in response to continuing impacts from the tornado to become eligible for reimbursement.

RECOMMENDED ACTION

Move to approve a resolution extending the local state of disaster declaration by thirty five days.

RESOLUTION

AN ORDER/PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS PROCLAIMING AND DECLARING A LOCAL STATE OF DISASTER

WHEREAS, on the night of December 26th, 2015, the City of Rowlett, situated in Dallas and Rockwall Counties, State of Texas, was struck by a severe tornado causing widespread and severe damage and loss of property; and

WHEREAS, the Mayor of the City of Rowlett, Texas, as the presiding officer of the governing body of the City, has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect and rehabilitate property; and

WHEREAS, the Mayor has declared a local state of disaster to provide emergency measures for the state of local emergency created by the tornado; and

WHEREAS, the City Council of the City of Rowlett, Texas, desires herein to continue the Mayor's declaration of the local state of disaster and to empower the Mayor to implement measures necessary and appropriate to provide for the protection and safety of persons and property.

NOW, THEREFORE, BE IT PROCLAIMED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

Section 1: That a local state of disaster be and is hereby declared for the City of Rowlett, Texas, and the Mayor's declaration of local disaster be and is hereby ratified and ordered continued and to remain in effect until the earlier of: 1) a period of thirty five (35) days of and from the effective date of this Order; or 2) until further order, ordinance, resolution or proclamation of the City.

Section 2: That this Order shall and does hereby activate the appropriate recovery and rehabilitation aspects of all applicable local, interjurisdictional or other emergency management plans and authorizes the furnishing of aid and assistance under this declaration. The appropriate preparedness and response aspects of the plans are

activated as provided in the plans and shall take effect immediately after the Mayor's declaration of the local state of disaster.

Section 3: That the Mayor be and is hereby authorized and empowered, to the fullest extent allowed by law, to make and enter such orders and to implement such measures as may be necessary to protect and safeguard the health, safety and welfare of persons and property within the City, including but not limited to:

1. ordering the evacuation of parts of the population from stricken or threatened areas if necessary for the preservation of life or other disaster mitigation, response, or recovery;

2. controlling ingress and egress from the disaster area and controlling the movement of persons and the occupancy of premises in that area;

3. declaring and imposing appropriate curfews;

4. activating and implementing the provisions of emergency management plans and interjurisdictional mutual aid agreements, and requesting aid thereunder; and

5. coordinating with the County Judges of Dallas and Rockwall Counties and the Governor of the State of Texas to address the immediate and long-term needs of the population.

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/01/16 **AGENDA ITEM**: 8A

TITLE

Conduct a public hearing and consider the adoption of an ordinance accepting and approving a service and assessment plan and assessment roll for the Bayside Public Improvement District (PID), levying special assessments against property within such PID and approving other matters related to such PID as required by law.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Kim Galvin, Director of Finance
Jim Grabenhorst, Director of Economic Development
David Berman, City Attorney

SUMMARY

In May 2015, the City of Rowlett and the City of Dallas completed the sale of the Elgin B. Robertson property and boundary adjustment into Rowlett's municipal jurisdiction. As part of that sale transaction, the City of Rowlett entered into a Development Agreement with Bayside Land Partners LLC for development of the property into Bayside that would require, among other things, the creation of a Public Improvement District ("PID") to enable and facilitate adequate funding for infrastructure and maintenance of certain improvements.

On September 15, 2015, the Rowlett City Council authorized the creation of the Bayside Public Improvement District and on February 2, 2016, the Rowlett City Council called for a public hearing and approved a resolution determining the costs of the authorized improvements and accepting a preliminary Service and Assessment Plan (SAP). Therefore, the purpose of this item is to conduct the Levy and Assessment public hearing, accept the SAP and assessment roll, and levy special assessments against the property within the PID. (Exhibit A).

BACKGROUND INFORMATION

The Bayside property consists of approximately 257 acres along Interstate 30 at the Dalrock Road interchange (see aerial map on following page). The north tract is located in Dallas County and consists of approximately 142 acres and the south tract is located in both Dallas County and Rockwall County and consists of approximately 115 acres.

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The property was originally acquired by the City of Dallas in 1966 as part of the Forney Reservoir development, which is now known as Lake Ray Hubbard and was designated as a “park” upon its purchase. The property is approximately ten miles outside of the main city limits of the City of Dallas.

The City of Rowlett and City of Dallas have had ongoing discussions over the past decade regarding the potential sale and boundary adjustment of this property. In order for a potential sale to occur, the City of Dallas needed voter approval to “de-park” the property. In November 2010, the City of Dallas placed a ballot proposition for voter approval and that proposition was rejected. In May 2013, the City of Dallas again placed ballot language for voter approval and that ballot proposition passed opening the door for the negotiations to begin in earnest.

On February 5, 2015, the Dallas Parks Board took action to recommend approval of the sale of the Bayside property to the City of Rowlett. On February 25, 2015, the Dallas City Council took action approving the interlocal agreement and the first of two sets of approvals for the resultant boundary adjustments. On March 17, 2015, Rowlett City Council approved the following items:

- Interlocal Agreement with the City of Dallas for the acquisition of the Bayside property (Resolution No. 029-15)
- Boundary Adjustments that would amend Rowlett's municipal jurisdiction to include the Bayside property (Ordinance No. 010-15)
- Amendment to the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett relating to the Take Line area (Resolution No. 030-15)
- Approval of a purchase and sale agreement with Donahue Development Corporation for the conveyance of the Bayside property (approximately 257 acres) pursuant to a Tax Increment Reinvestment Zone (Resolution No. 031-15)

DISCUSSION

At the March 27, 2015, City Council Work Session, the City's financial advisors, First Southwest presented an overview on Public Improvement Districts, which included a general description; criteria for establishing; the Service and Assessment plan and responsibility of the City.

Chapter 372 (Texas Local Government Code), authorizes the City to create public improvement districts and subject to the landowner petition filed with the City Secretary by Bayside Land Partners LLC, staff has reviewed said petition and determined that it complies with the requirements of Chapter 372 (Texas Local Government Code) and the filing of the petition was accepted. The City Council called a Public Hearing and provided notice of same at least fifteen days prior to the hearing which occurred on September 15, 2015.

The SAP (Exhibit A) provides details relating to the Bayside Public Improvement District. The Bayside Public Improvement District will encompass approximately 317 acres, however the Improvement Areas will be defined and assessments levied based on two distinct areas; the North Improvement Area (property north of Interstate 30) and the South Improvement Area (property south of Interstate 30). The SAP provides for the issuance of PID bonds and the levying of a special assessment for the North Improvement Area only. It is anticipated that future bond issuances and assessments will be levied for the South Improvement Area. Following are several tables from the preliminary SAP that will be discussed during the City Council meeting:

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Table V-A
North Improvement Area
Sources and Uses of Funds

Sources of Funds	
Gross Bond Amount	$ 13,515,000
Owner Contribution (a)	1,883,213
	$ 15,398,213

Uses of Funds	
Authorized Improvements (b)	**$ 11,570,000**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 1,067,388
Capitalized Interest (d)	1,855,375
	$ 2,922,763
Cost of Issuance:	**$ 500,000**
Underwriter's Costs/Underwriter Counsel (e)	**$ 405,450**
	$ 15,398,213

(a) Owners will fund all Actual Costs not covered by the NIA Bonds.
(b) See Table III-A and Table IV-A for details.
(c) The NIA Bonds will include a debt service reserve fund equal to the maximum annual debt service.
(d) The NIA Bonds will include 18 months of capitalized
(e) The NIA Bonds will have a 3.0% Underwriter's Discount and Underwriter's Counsel Fee

Table III-A
North Improvement Area
Authorized Improvements

Description	Hard Costs	Soft Costs	Total
Authorized Improvements			
Road Improvements	$ 4,400,000	$ 766,000	$ 5,166,000
Wastewater	2,420,000	421,000	2,841,000
Storm Drainage	885,000	154,000	1,039,000
Water	1,325,000	230,000	1,555,000
Public Open Space & Trail System	825,000	144,000	969,000
Total Authorized Improvements	**$ 9,855,000**	**$ 1,715,000**	**$ 11,570,000**

Note: Costs provided by Huitt-Zollars, Inc. The figures shown in Table III-A be revised in Annual Service Plan Updates.

Table IV-B
North Improvement Area
Special Assessment Allocation

	Pod	Land Use	Units/SF	Estimated Finished Lot Value	Estimated Build Out Value	Prospective Market Value per Appraisal	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Prospective Market Value to Special Assessment	Equivalent Tax Rate (per $100/AV)
North	1	40' Single Family	33	$ 2,210,540	$ 11,722,563	$ 2,141,400	$ 468,757	$ 38,089	$ 13,996	$ 1,137	4.57	$ 0.32
	1	50' Single Family	67	$ 5,564,728	$ 26,980,501	$ 4,928,620	$ 1,078,885	$ 87,666	$ 15,995	$ 1,300	4.57	$ 0.32
	1	60' Single Family	66	$ 6,539,515	$ 29,725,070	$ 5,429,980	$ 1,188,634	$ 96,584	$ 17,994	$ 1,462	4.57	$ 0.32
	2	40' Single Family	39	$ 2,541,460	$ 13,477,437	$ 1,228,307	$ 538,930	$ 43,791	$ 13,996	$ 1,137	2.28	$ 0.32
	2	50' Single Family	78	$ 6,397,772	$ 31,019,499	$ 2,827,056	$ 1,240,395	$ 100,789	$ 15,995	$ 1,300	2.28	$ 0.32
	2	60' Single Family	76	$ 7,518,485	$ 34,174,930	$ 3,114,636	$ 1,366,573	$ 111,042	$ 17,994	$ 1,462	2.28	$ 0.32
	3	Multifamily	338	$ 5,061,128	$ 50,700,000	$ 5,400,000	$ 2,027,371	$ 164,736	$ 5,998	$ 487	2.66	$ 0.32
	4	Multifamily	462	$ 6,917,873	$ 69,300,000	$ 8,100,000	$ 2,771,140	$ 225,172	$ 5,998	$ 487	2.92	$ 0.32
	5	Commercial	29,315	$ 872,590	$ 6,595,875	$ 1,850,000	$ 263,753	$ 21,432	$ 9.00	$ 0.73	7.01	$ 0.32
	6	Commercial	69,690	$ 2,074,393	$ 15,680,250	$ 2,300,000	$ 627,016	$ 50,949	$ 9.00	$ 0.73	3.67	$ 0.32
	7	Commercial	24,927	$ 741,977	$ 5,608,575	$ 1,100,000	$ 224,273	$ 18,224	$ 9.00	$ 0.73	4.90	$ 0.32
	8	Commercial	67,583	$ 2,011,676	$ 15,206,175	$ 3,740,000	$ 608,058	$ 49,408	$ 9.00	$ 0.73	6.15	$ 0.32
	9	Commercial	55,471	$ 1,651,150	$ 12,480,975	$ 2,260,000	$ 499,084	$ 40,554	$ 9.00	$ 0.73	4.53	$ 0.32
	10	Commercial	53,014	$ 1,578,015	$ 11,928,150	$ 1,980,000	$ 476,978	$ 38,757	$ 9.00	$ 0.73	4.15	$ 0.32
		HOA					$ 135,150	$ 10,982				
		Total	**359**	**$ 51,681,300**	**$ 334,600,000**	**$ 46,400,000**	**$ 13,515,000**	**$ 1,098,174**			**3.43**	

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the NIA PID Bonds. The above estimate assumes an average 6.66% interest rate and a 31 year term for the PID Bonds and an annual administrative expense of $30,000 increasing at 2.0% per year.

FISCAL IMPACT/BUDGET IMPLICATIONS

The cost of the authorized improvements as referenced in the SAP and any future improvements as authorized under annual service plans are to be financed from assessments levied against the property as apportioned solely to the PID property. The City is not responsible for any costs, as the authorized improvements will be paid solely from assessments levied against the PID property and from the proceeds of PID special revenue bonds issued by the City and secured solely by the assessments.

No other City funds, revenue, taxes or income of any kind shall be used to pay the costs of the authorized improvements unless approved by the City Council. The City will handle the administrative responsibilities for the creation of the PID and issuance of PID special revenue bonds along with the annual administration and reporting. Costs associated with handling this administrative role are reimbursable expenses to the City as part of the PID, which are currently estimated at $45,000 annually increasing at 2.0 percent per year. Because of the nature of this type of debt, it will not have an impact on the City's bond rating or bonding capacity.

RECOMMENDED ACTION

Conduct a public hearing and approve an ordinance accepting and approving a service and assessment plan and assessment roll for the Bayside Public Improvement District (PID), levying special assessments against property within such PID and approving other matters related to such PID.

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND NORTH IMPROVEMENT AREA ASSESSMENT ROLL FOR THE BAYSIDE PUBLIC IMPROVEMENT DISTRICT;

MAKING A FINDING OF SPECIAL BENEFIT TO THE NORTH IMPROVEMENT AREA ASSESSED PROPERTY WITHIN THE DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF SPECIAL ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; LEVYING SPECIAL ASSESSMENTS AGAINST THE NORTH IMPROVEMENT AREA ASSESSED PROPERTY AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the governing body (the "City Council") of the City of Rowlett, Texas (the "City") is authorized by the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act") to create public improvement districts within the jurisdiction of the City; and

WHEREAS, on August 11, 2015, the owner of property within the City's corporate and territorial limits submitted and filed a petition (the "Petition") with the City Secretary (the "City Secretary") of the City requesting the creation of the Bayside Public Improvement District (the "District") within the City for the purpose of undertaking public improvements authorized by the PID Act that confer a special benefit on the property within the District (the "Authorized Improvements"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Dallas Central Appraisal District and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, the City accepted the Petition and called a public hearing to consider the creation of the District and directed the City Secretary to publish and mail notice of such hearing as required by the PID Act; and

WHEREAS, on September 15, 2015, after due notice, the City Council held a public hearing on the feasibility and advisability of the Authorized Improvements and the creation of the District as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. RES-113-15 (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the District; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on February 2, 2016, the Council adopted a resolution determining total costs of Authorized Improvements, accepting and approving the preliminary service and assessment plan, including proposed assessment roll; calling a public hearing to consider the levy of

assessments on property within the District to pay such costs (the "Levy and Assessment Hearing"); authorizing and directing the City Secretary of the City to file the proposed assessment roll and make such roll available for public inspection; authorizing and directing the City Secretary to publish, mail and post notice of the Levy and Assessment Hearing; and directing related action; and

WHEREAS, the City Secretary filed the proposed North Improvement Area Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary published notice of the Levy and Assessment Hearing on February 8, 2016 in the *Dallas Morning News*, a newspaper of general circulation in the City as required by Section 372.016(b) of the PID Act; and

WHEREAS, the City Secretary mailed notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for assessment as required by Section 372.016(c) of the PID Act; and

WHEREAS, the City Council convened the Levy and Assessment Hearing on March 1, 2016 at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the North Improvement Area Assessment Roll, and the proposed assessments (the "Special Assessments"), and to offer testimony pertinent to any issue presented on the amount of the Special Assessments, the allocation of the Actual Costs of the Authorized Improvements to be undertaken for the benefit of the North Improvement Area Assessed Property, the purposes of the Special Assessments, the special benefits of the Authorized Improvements to be financed by the Special Assessments, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Special Assessments; and

WHEREAS, the City Council finds and determines that the final "Bayside Public Improvement District Service and Assessment Plan," including the North Improvement Area Assessment Roll (the "Service and Assessment Plan"), attached hereto as ***Exhibit A*** and incorporated herein for all purposes***,*** should be approved and that the Special Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the North Improvement Area Assessment Roll attached thereto as Appendix A (the "North Improvement Area Assessment Roll"); and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, and the levy of the Special Assessments; and

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

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

Section 1. **Recitals**.

The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct, are a part of this Ordinance for all purposes, and constitute findings of the City Council acting in its discretionary, legislative capacity.

Section 2. **Terms**.

Capitalized terms not otherwise defined in this Ordinance shall have the meanings given to them in the Service and Assessment Plan.

Section 3. **Findings**.

The City Council hereby finds, determines, and ordains, as follows:

(a) All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance: (i) have been taken and performed in compliance with the PID Act and all other applicable laws, policies and procedures; (ii) have been taken and performed in a regular, proper and valid manner; and (ii) are approved and ratified;

(b) The apportionment of the Actual Costs of the Authorized Improvements (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel within the North Improvement Area will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(c) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements;

(d) The Service and Assessment Plan apportions the Actual Costs of the Authorized Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

(e) All of the real property in the District which is being assessed in the amounts shown in the North Improvement Area Assessment Roll will be benefited by the Authorized Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual Special Assessments and will receive special

benefits during the term of the Special Assessments equal to or greater than the total amount assessed;

(f) The method of apportionment of the Actual Costs of the Authorized Improvements and Administrative Expenses set forth in the Service and Assessment Plan (i) results in imposing equal shares of the Actual Costs of the Authorized Improvements and Administrative Expenses on property similarly benefited, and (ii) is a reasonable classification and formula for the apportionment of the Actual Costs;

(g) The Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the City Council and should be approved as the service plan and assessment plan for the District for all purposes as described in Sections 372.013 and 372.014 of the PID Act;

(h) The North Improvement Area Assessment Roll should be approved as the North Improvement Area Assessment Roll for the District;

(i) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Special Assessments, interest on Annual Installments of the Special Assessments, interest and penalties on delinquent Special Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Special Assessments should be approved and will expedite collection of the Special Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

(j) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 4. Service and Assessment Plan.

The Service and Assessment Plan in substantially the form attached hereto and incorporated herein as Exhibit “A” is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District, to be completed in accordance with the final terms of the "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)." The Service and Assessment Plan shall be updated by the City Council no less frequently than annually as required by the PID Act and more frequently as may be required by the Service and Assessment Plan.

Section 5. North Improvement Area Assessment Roll.

The North Improvement Area Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the North Improvement Area Assessment Roll of the District for all purposes.

Section 6. **Levy and Payment of Special Assessments**.

(a) The City Council hereby levies the Special Assessments on each Parcel of property (excluding Non-Benefitted Property) located within the North Improvement Area of the District, as shown and described in the Service and Assessment Plan and the North Improvement Area Assessment Roll, in the respective amounts shown on the North Improvement Area Assessment Roll as a special assessment on the North Improvement Area Assessed Property as set forth in the North Improvement Area Assessment Roll.

(b) The levy of the Special Assessments shall be effective on the date of execution of this Ordinance levying Special Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Special Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Special Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Special Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment of a Special Assessment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for North Improvement Area Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. **Method of Assessment**.

The method of apportioning the Actual Costs of the Authorized Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 8. **Penalties and Interest on Delinquent Special Assessments**.

Delinquent Special Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 9. **Prepayments of Special Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any North Improvement Area Assessed Property may prepay the Special Assessments levied by this Ordinance.

Section 10. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the landowners of North Improvement Area Assessed Property, including without limitation such Landowners' obligations related to payment of the Special Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land, and such obligations, covenants and burdens are hereby imposed. The Special Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of North Improvement Area Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Special Assessments levied by this Ordinance shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 11. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of the Special Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense. The Mayor is hereby authorized to execute the PID Administration Services Agreement with Municap, Inc.

(b) Appointment of Temporary Collector.

The City's Director of Financial Services or other authorized City official is hereby appointed and designated as the temporary collector of the Special Assessments (each City official is herein referred to as the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Dallas County Tax Assessor and Collector, or another qualified collection agent selected by the City.

Section 12. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Special Assessments by the City.

Section 13. **Filing in Land Records**. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the North Improvement Area Assessment Roll, to be recorded in the real property records of Dallas County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 14. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 15. Effective Date.

This Ordinance shall take effect, and the levy of the Special Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

ATTACHMENTS

Exhibit A – Bayside Public Improvement District Service and Assessment Plan

Bayside
Public Improvement District

Service and Assessment Plan

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On September 15, 2015, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Rowlett, Texas (the "**City**") approved Resolution RES-113-15, which authorized the creation of the Bayside Public Improvement District (the "**PID**") to finance the Actual Costs of the Authorized Improvements for the benefit of certain property in the PID, all of which is located within the city limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the "**PID Act**"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "**SAP**") was prepared pursuant to the PID Act. The PID Act requires that a service plan "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The only Assessment Roll for the PID at this time is attached hereto as **Appendix A-1**, and is addressed in **Section VII** of this SAP. The Assessments as shown on the Assessment Roll, including any additional Assessment Rolls relating to the Future Improvement Area Bonds, are based on the method for establishing and levying the Assessments described in **Sections IV** and **VI** of this SAP.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to a Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvements, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Authorized Improvements, (e) 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 Improvements, (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, and (g) all payments for Administrative Expenses.

"**Administrative Expenses**" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the Annual Installments thereof, (iv) maintaining the record of Assessments, including payments, reallocations and/or cancellations of the Assessments or Annual Installments thereof, (v) issuing, making debt service payments on, and redeeming the PID Bonds, (vi) investing or depositing the Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) City costs of administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on PID Bonds. Annual Administrative Expenses collected and not expended shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid over collection.

"Administrator" means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

"Annual Installment" means, with respect to the Assessed Property, each annual payment of: (i) the Assessment (including the principal of and interest on), as shown on the Assessment Roll attached hereto as **Appendix A-1** and any future Assessment Rolls relating to Future Improvement Area Bonds, if any, as may be added in accordance with this SAP, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) interest designated for the Prepayment Reserve described in **Section IV.I** of this SAP, and (iv) interest designated for the Delinquency Reserve described in **Section IV.J** of this SAP.

"Annual Service Plan Update" has the meaning set forth in **Section V** of this SAP.

"**Assessed Property**" or **"Assessed Properties"** means property within the PID that benefit from the Authorized Improvements and on which Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

"Assessment" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"**Assessment Ordinance**" means each ordinance adopted by the City Council approving this SAP (including any amendments or supplements to this SAP) and levying the Assessments.

"**Assessment Roll**" means, as applicable, the North Improvement Area Assessment Roll included in this SAP as **Appendix A-1** and any additional Assessment Rolls relating to Future Improvement Area Bonds included in this SAP as described in **Section VII.B** of this SAP, if any, as each may be 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" means those improvements, including those listed in **Section III.A** of this SAP, authorized by Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"City" means the City of Rowlett, Texas.

"**City Council**" means the duly elected governing body of the City.

"**Commercial Parcel"** means a Parcel located within the PID which has been designated at the time of the adoption of the initial Assessment Roll and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

"**County**" means Dallas County, Texas and Rockwall County, Texas.

"**Delinquency Reserve**" has the meaning set forth in **Section IV.J** of this SAP.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under Texas Law.

"Future Improvement Areas" means those Improvement Areas to be defined and developed after the North Improvement Area, and within the boundaries of the PID but which are not subject to development at this time.

"Future Improvement Area Bonds" means bonds issued to fund or refund Future Improvement Area Improvements (or a portion thereof) in Future Improvement Areas that are secured by Assessments levied on Assessed Property within such Future Improvement Areas. In connection with Future Improvement Area Bonds, Assessments related to such Future Improvement Area Bonds will be levied only on property located within the applicable Future Improvement Areas to finance Authorized Improvements which will only benefit such Future Improvement Areas.

"Future Improvement Area Improvements" means those Authorized Improvements which will confer a special benefit on the related Future Improvement Area.

"**Improvement Area**" means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within an Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Authorized Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Improvement Area, but any Parcels outside of the Improvement Area will not be assessed.

"Indenture" means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

"Landowner" means Bayside Land Partners LLC, a Texas limited liability company, or other entity affiliated with Bayside Land Partners LLC.

"Lot" means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the Counties, a tract of land described as a "lot" in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the Counties, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property is not assessed at the time the Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel. Assessed Property converted to Non-Benefited Property, if the applicable Assessments may not be reallocated pursuant to **Section VI.E** or **Section VI.F**, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in **Section VI.G**.

"**North Improvement Area**" means that portion of the Property generally shown on **Table II-B** and as specifically described in **Appendix B**.

"North Improvement Area Assessed Property" means, for any year, all Parcels within the North Improvement Area other than Non-Benefited Property and listed in the North Improvement Area Assessment Roll.

"North Improvement Area Assessment Roll" means the document included in this SAP as **Appendix A**, 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 the North Improvement Area Bonds or in connection with any Annual Service Plan Update.

"North Improvement Area Bonds" means those certain City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project) and any additional PID Bonds that are secured by Assessments levied on the North Improvement Area Assessed Property.

"North Improvements" means those Authorized Improvements which will confer a special benefit on the related North Improvement Area.

"**Owner's Association**" means a homeowner's association or property owner's association.

"Owner's Association Assessment Allocation" means 1% of the total Assessment for a specific Parcel that is allocated to cover the PID benefit received by the Owner's Association from the Authorized Improvements benefitting the Owner's Association Property.

"Owner's Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an owners' association established for the benefit of a group of homeowners or property owners within the PID.

"Parcel" means a property identified by either a tax map identification number assigned by either the Rockwall Central Appraisal District, or the Dallas 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 each County, or by any other means determined by the City.

"PID" means the Bayside Public Improvement District created by the City pursuant to Resolution RES-113-15 approved September 15, 2015.

"PID Act" means Chapter 372 of the Texas Local Government Code, as amended.

"PID Bonds" means the North Improvement Area Bonds and any Future Improvement Area Bonds which may be issued to finance Authorized Improvements in the North Improvement Area or in the Future Improvement Areas.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of anAssessment and the PID Bonds secured by such Assessment.

"**Prepayment Reserve**" has the meaning set forth in **Section IV.I** of this SAP.

"Property" means the approximately 317 acres of property depicted and described by metes and bounds on **Exhibit A** to Resolution No. RES-113-15 as adopted by City Council on September 15, 2015 and is legally described in **Appendix B** to this SAP and is depicted in **Table II.A** of this SAP.

"Public Property" means real property, right of way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the Counties, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement or by plat.

"**Residential Parcel"** means a Parcel located within the PID which has been designated at the time of the adoption of the initial North Improvement Area Assessment Roll and approval of this SAP for the future development of single family residential homes.

"**Service and Assessment Plan**" or **"SAP"** means this Bayside Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

"Trustee" means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is currently located entirely within the corporate limits of the City. It contains approximately 317 acres planned for development as a mixed use master planned community.

A map of the Property is shown in **Table II-A**. Legal descriptions for all Parcels within the PID are included in **Appendix B**.

TABLE II-A
Public Improvement District Boundaries

B. Property Located in the North Improvement Area

The North Improvement Area consists of approximately 142 acres projected to consist of 359 single family residential units, 800 multi-family units, and 300,000 square feet of commercial space to be developed in one phase and which will be specially benefitted by the Authorized Improvements described in **Section III.B**.

A map of the Property, including the North Improvement Area, is shown in Table II-B. Legal descriptions for all Parcels within the PID are included in **Appendix B**.

TABLE II-B
North Improvement Area Boundaries

C. Property Included in Future Improvement Areas

As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in **Section II.B** above (e.g. **Table II-B** will be revised to show the addition of such Future Improvement Area).

A map of the projected property within the Future Improvement Area is shown in **Table II-C**. The Future Improvement Areas are shown for illustrative purposes only and are subject to adjustment in the future.

TABLE II-C
Proposed Future Improvement Areas

Section III

DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

(i) landscaping;
(ii) erection of fountains, distinctive lighting, and signs;
(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
(iv) construction or improvement of pedestrian mall;
(v) acquisition and installment of pieces of art;
(vi) acquisition, construction or improvement of libraries;
(vii) acquisition, construction or improvement of off-street parking facilities;
(viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
(ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
(x) the establishment or improvement of parks;
(xi) projects similar to those listed in Subdivisions (i)-(x)
(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancement;
(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
(xv) the development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in **Section III.B**. Any change to the list of Authorized Improvements, including any Future Improvement Area Improvements as described in **Section III.C**, will require the approval of the City.

B. Descriptions and Costs of North Improvements

The North Improvements are the Authorized Improvements that confer a special benefit solely to the North Improvement Area and will be financed with the proceeds from the issuance of one or more series of North Improvement Area Bonds.

The North Improvements are described below. **Table III-B** shows the Actual Costs of the North Improvements. The Actual Costs to construct the North Improvements is $11,570,000. The costs shown in **Table III-B** may be revised in Annual Service Plan Updates.

The Actual Costs for the North Improvements are to be funded from (i) the proceeds of the North Improvement Area Bonds, issued in one or more series, and (ii) funds contributed by the Landowner, as described herein.

A description of the North Improvements follows:

- *Roadway Improvements*
    - The roadway improvements portion of the North Improvements consists of the construction of road and thoroughfare improvements, including related earthwork, paving, sidewalks, retaining walls, signage, and traffic control devices as well as improvements to the existing Dalrock Road which benefit the North Improvement Area Assessed Property. The road improvements will be constructed according to City standards. The costs of the roadway improvements are $5,166,000.
- *Wastewater/Storm Drainage Improvements*
    - The wastewater improvement portion of the North Improvements consists of construction and installation of a lift station, force main, pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the North Improvement Area Assessed Property. The wastewater improvements will be constructed according to City standards. The costs of the wastewater improvements are $2,841,000.
    - The storm drainage improvement portion of the North Improvements consists of construction and installation of pipes, inlets, manholes, and appurtenances necessary to provide storm drainage to the North Improvement Area Assessed Property. The storm drainage improvements will be constructed according to City standards. The costs of the storm drainage improvements are $1,039,000.

- *Water Improvements*

  - The water improvement portion of the North Improvements consists of construction and installation of an off-site water line extension along Chisea Road, a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the North Improvement Area Assessed Property. The water improvements will be constructed according to City standards. The costs of the water improvements are $1,555,000.

- *Public Open Space and Trail Systems*

  - The public open space and trail system improvement portion of the North Improvements consists of certain public open space and trail systems as described in the Bayside Zoning District and Framework Plan that will benefit the North Improvement Area Assessed Property. The public open space and trail system improvements will be constructed according to City standards. The costs of the public open space and trail systems are $969,000.

Table III-A
North Improvement Area
Authorized Improvements

Description	Hard Costs	Soft Costs	Total
Authorized Improvements			
Road Improvements	$ 4,400,000	$ 766,000	$ 5,166,000
Wastewater	2,420,000	421,000	2,841,000
Storm Drainage	885,000	154,000	1,039,000
Water	1,325,000	230,000	1,555,000
Public Open Space & Trail System	825,000	144,000	969,000
Total Authorized Improvements	**$ 9,855,000**	**$ 1,715,000**	**$ 11,570,000**

Note: Costs provided by Huitt-Zollars, Inc. The figures shown in Table III-A be revised in Annual Service Plan Updates.

C. Future Improvement Area Improvements

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the portion of the Property inside each Future Improvement Area (e.g. a **Table III-B** will be added to show the costs for the specific Future Improvement Area Improvements financed within the specific Future Improvement Area being developed.)

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each Parcel from the Authorized Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-A details the allocation of costs of the North Improvements to the North Improvement Area Assessed Property.

This section of this SAP is intended to describe the special benefit conferred upon each Parcel within the North Improvement Area as a result of the North Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the North Improvements to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology 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 Landowner and all future owners and developers of any Assessed Property.

The timetable for the development of that portion of the Property within the Future Improvement Areas is difficult to establish at this time and, as such, the special benefit conferred by Future Improvement Area Improvements, if any, cannot be determined with absolute certainty. Therefore, at this time the Future Improvement Areas will not be assessed and no special benefit is conferred to the Future Improvement Areas by the North Improvements. Accordingly, it is hereby understood and acknowledged by the City and the Landowner that the Assessments associated with the North Improvements are the only Assessments that can be addressed with reasonable certainty in this SAP. As a result, this SAP will need to be amended, subject to City Council approval, if and when a Future Improvement Area is developed and/or Future Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which must be equal to or greater than the amount of the Assessments. The North Improvements are provided solely for the benefit of the North Improvement Area Assessed Property.

When the City Council approved this SAP, the Landowner owned 100% of the North Improvement Area Assessed Property. The Landowner has acknowledged that the North Improvements confer a special benefit on the North Improvement Area Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Landowner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Assessments on the North Improvement Area Assessed Property.

The City Council determined that funding the Actual Costs for the North Improvements through the PID is beneficial to the City and confers a special benefit to the North Improvement Area Assessed Property. Such special benefit exceeds the amount of the Assessment levied on the North Improvement Area Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. Allocation of Actual Costs of North Improvements

The North Improvements will provide a special benefit to that portion of the Property, other than the Non-Benefited Property, in the North Improvement Area. The Actual Costs of the North Improvements are, therefore, allocated entirely to the North Improvement Area Assessed Property, as shown in **Table IV-A**. The costs detailed in **Table IV-A** represent only estimates and are subject to revision through the Annual Service Plan Updates, but may not result in increased Assessments except as authorized under this SAP or the PID Act.

Table IV-A
North Improvement Area
Cost Allocation

		North Improvement Area	
Authorized Improvement	**Total Cost (a)**	**% Allocation**	**Share of Costs**
Road Improvements	$ 5,166,000	100%	$ 5,166,000
Wastewater	2,841,000	100%	2,841,000
Storm Drainage	1,039,000	100%	1,039,000
Water	1,555,000	100%	1,555,000
Public Open Space & Trail System	969,000	100%	969,000
Total Authorized Improvements	**$ 11,570,000**		**$ 11,570,000**

(a) See Table III-A for details. Any Authorized Improvement that is allocated 100% to the Assessed Property will be required to be built on a stand-alone basis.

D. Allocation of Actual Costs of Future Improvement Area Improvements

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued, this SAP will be updated to identify the specific Future Improvement Area Improvements that confer a special benefit to that portion of the Property inside such Future Improvement Areas (e.g. **Table IV-D** will be created and amended to show the estimated allocation of Actual Costs for Future Improvement Area Improvements.)

E. Assessment Methodology

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

- *Assessment Methodology for North Improvement Area*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the North Improvements to be financed with the North Improvement Area Bonds shall be allocated to the North Improvement Area Assessed Property by spreading the entire Assessment across all Parcels and Lots within the North Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. **Tables IV-B and IV-C** summarizes the allocation of the Assessments relating to the North Improvement Area Bonds for the Assessed Property.

Based on the cost estimates for the North Improvements provided by the Landowner, the City Council has determined that the benefit to the North Improvement Area Assessed Property from the North Improvements is at least equal to the Assessments levied on the North Improvement Area Assessed Property.

The Assessments and Annual Installments for each Parcel or Lot located in the North Improvement Area is shown on the Assessment Roll, attached as **Appendix A-1**, and no Assessment shall be changed except as authorized by this SAP or the PID Act. **Tables IV-B and IV-C** summarizes the initial allocation of the Assessments relating to the North Improvement Area Bonds for the North Improvement Area Assessed Property at the time the Assessment Ordinance relating to the initial series of North Improvement Area Bonds was adopted by the City Council. This SAP will be modified as appropriate based on the actual amount of North Improvement Area Bonds that are sold provided that the principal amount of the North Improvement Area Bonds shall not exceed the Assessment amount identified in the Assessment Roll.

Table IV-B
North Improvement Area
Special Assessment Allocation - Equivalent Tax Rate

Pod	Land Use	Units/SF	Estimated Finished Lot Value	Estimated Build Out Value	Prospective Market Value per Appraisal	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Prospective Market Value to Special Assessment	Equivalent Tax Rate (per $100/AV) per Appraisal	Equivalent Tax Rate (per $100/AV) at Build Out
1	40' Single Family	33	$ 2,210,540	$ 11,722,563	$ 2,141,400	$ 468,757	$ 38,089	$ 13,996	$ 1,137	4.57	$ 1.78	$ 0.32
1	50' Single Family	67	$ 5,564,728	$ 26,980,501	$ 4,928,620	$ 1,078,885	$ 87,666	$ 15,995	$ 1,300	4.57	$ 1.78	$ 0.32
1	60' Single Family	66	$ 6,539,515	$ 29,725,070	$ 5,429,980	$ 1,188,634	$ 96,584	$ 17,994	$ 1,462	4.57	$ 1.78	$ 0.32
2	40' Single Family	38	$ 2,541,460	$ 13,477,437	$ 1,228,307	$ 538,930	$ 43,791	$ 14,182	$ 1,152	2.28	$ 3.57	$ 0.32
2	50' Single Family	78	$ 6,397,772	$ 31,019,499	$ 2,827,056	$ 1,240,395	$ 100,789	$ 15,995	$ 1,300	2.28	$ 3.57	$ 0.32
2	60' Single Family	76	$ 7,518,485	$ 34,174,930	$ 3,114,636	$ 1,366,573	$ 111,042	$ 17,994	$ 1,462	2.28	$ 3.57	$ 0.32
3	Multifamily	338	$ 5,061,128	$ 50,700,000	$ 5,400,000	$ 2,027,371	$ 164,736	$ 5,998	$ 487	2.66	$ 3.05	$ 0.32
4	Multifamily	462	$ 6,917,873	$ 69,300,000	$ 8,100,000	$ 2,771,140	$ 225,172	$ 5,998	$ 487	2.92	$ 2.78	$ 0.32
5	Commercial	29,315	$ 872,590	$ 6,595,875	$ 1,850,000	$ 263,753	$ 21,432	$ 9.00	$ 0.73	7.01	$ 1.16	$ 0.32
6	Commercial	69,690	$ 2,074,393	$ 15,680,250	$ 2,300,000	$ 627,016	$ 50,949	$ 9.00	$ 0.73	3.67	$ 2.22	$ 0.32
7	Commercial	24,927	$ 741,977	$ 5,608,575	$ 1,100,000	$ 224,273	$ 18,224	$ 9.00	$ 0.73	4.90	$ 1.66	$ 0.32
8	Commercial	67,583	$ 2,011,676	$ 15,206,175	$ 3,740,000	$ 608,058	$ 49,408	$ 9.00	$ 0.73	6.15	$ 1.32	$ 0.32
9	Commercial	55,471	$ 1,651,150	$ 12,480,975	$ 2,260,000	$ 499,084	$ 40,554	$ 9.00	$ 0.73	4.53	$ 1.79	$ 0.32
10	Commercial	53,014	$ 1,578,015	$ 11,928,150	$ 1,980,000	$ 476,978	$ 38,757	$ 9.00	$ 0.73	4.15	$ 1.96	$ 0.32
	HOA					$ 135,150	$ 10,982					
	Total		**$ 51,681,300**	**$ 334,600,000**	**$ 46,400,000**	**$ 13,515,000**	**$ 1,098,174**			**3.43**		

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the NIA PID Bonds. The above estimate assumes an average 6.66% interest rate and a 31 year term for the PID Bonds and an annual administrative expense of $30,000 increasing at 2.0% per year.

Table IV-C
North Improvement Area
Special Assessment Allocaiton - Leverage per Value Type

Pod	Land Use	Units/SF	Estimated Finished Lot Value	Estimated Build Out Value	Prospective Market Value per Appraisal	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Leverage (Finished Lot Value)	Leverage (Build Out Value)	Leverage (Appraisal Value)
1	40' Single Family	33	$ 2,210,540	$ 11,722,563	$ 2,141,400	$ 468,757	$ 38,089	$ 13,996	$ 1,137	4.72	25.01	4.57
1	50' Single Family	67	$ 5,564,728	$ 26,980,501	$ 4,928,620	$ 1,078,885	$ 87,666	$ 15,995	$ 1,300	5.16	25.01	4.57
1	60' Single Family	66	$ 6,539,515	$ 29,725,070	$ 5,429,980	$ 1,188,634	$ 96,584	$ 17,994	$ 1,462	5.50	25.01	4.57
2	40' Single Family	38	$ 2,541,460	$ 13,477,437	$ 1,228,307	$ 538,930	$ 43,791	$ 14,182	$ 1,152	4.72	25.01	2.28
2	50' Single Family	78	$ 6,397,772	$ 31,019,499	$ 2,827,056	$ 1,240,395	$ 100,789	$ 15,995	$ 1,300	5.16	25.01	2.28
2	60' Single Family	76	$ 7,518,485	$ 34,174,930	$ 3,114,636	$ 1,366,573	$ 111,042	$ 17,994	$ 1,462	5.50	25.01	2.28
3	Multifamily	338	$ 5,061,128	$ 50,700,000	$ 5,400,000	$ 2,027,371	$ 164,736	$ 5,998	$ 487	2.50	25.01	2.66
4	Multifamily	462	$ 6,917,873	$ 69,300,000	$ 8,100,000	$ 2,771,140	$ 225,172	$ 5,998	$ 487	2.50	25.01	2.92
5	Commercial	29,315	$ 872,590	$ 6,595,875	$ 1,850,000	$ 263,753	$ 21,432	$ 9.00	$ 0.73	3.31	25.01	7.01
6	Commercial	69,690	$ 2,074,393	$ 15,680,250	$ 2,300,000	$ 627,016	$ 50,949	$ 9.00	$ 0.73	3.31	25.01	3.67
7	Commercial	24,927	$ 741,977	$ 5,608,575	$ 1,100,000	$ 224,273	$ 18,224	$ 9.00	$ 0.73	3.31	25.01	4.90
8	Commercial	67,583	$ 2,011,676	$ 15,206,175	$ 3,740,000	$ 608,058	$ 49,408	$ 9.00	$ 0.73	3.31	25.01	6.15
9	Commercial	55,471	$ 1,651,150	$ 12,480,975	$ 2,260,000	$ 499,084	$ 40,554	$ 9.00	$ 0.73	3.31	25.01	4.53
10	Commercial	53,014	$ 1,578,015	$ 11,928,150	$ 1,980,000	$ 476,978	$ 38,757	$ 9.00	$ 0.73	3.31	25.01	4.15
0	HOA					$ 135,150	$ 10,982					
	Total		**$ 51,681,300**	**$334,600,000**	**$ 46,400,000**	**$ -**	**$ 1,116,568**					

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the NIA PID Bonds. The above estimate assumes an average 6.66% interest rate and a 31 year term for the PID Bonds and an annual administrative expense of $30,000 increasing at 2.0% per year.

- *Assessment Methodology for Future Improvement Areas*

When and if the Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

F. Assessment and Annual Installments

The Assessments for the North Improvement Area Bonds will be levied on each Parcel or Lot according to the North Improvement Area Assessment Roll. The Annual Installments for the North Improvement Area Bonds will be due no later than January 31 of each year beginning in 2017 and will be due in the amounts shown on the North Improvement Area Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

G. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding Assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the North Improvement Area Assessment Roll attached hereto as **Appendix A**, which is subject to revision through Annual Service Plan Updates.

H. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on PID Bonds by no more than one half of one percent (0.50%) per annum, (the **"Excess Interest Rate"**). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve described in **Section IV.I** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.J** below.

I. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which related PID Bonds are actually redeemed (the "**Prepayment Reserve**"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related outstanding PID Bonds. As described in the Indenture, if the Deliquency Reserve is fully funded but the Prepayment Reserve is not, the full 0.50% will be collected and deposited into the Prepayment Reserve. If the PID Act is subsequently amended to allow a prepayment of an Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond

payments to be charged upon the prepayment of the Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of the Assessment and the date on which PID Bonds are actually prepaid may be eliminated. If the Prepayment Reserve requirement is so eliminated or in a given year the Prepayment Reserve is fully funded at 1.5% of the par amount of the outstanding PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses or for any other use that benefits the Assessed Property as set forth in the Indenture related to such PID Bonds and as determined by the City Council, including the redemption of outstanding PID Bonds.

J. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments of the Assessments. This additional reserve (the "**Delinquency Reserve**") shall be funded each year up to 4.0% of the par amount of the related outstanding PID Bonds. As described in the Indenture, if the Deliquency Reserve is fully funded but the Prepayment Reserve is not, the full 0.50% will be collected and deposited into the Prepayment Reserve. If in a given year the Delinquency Reserve is fully funded at 4.0% of the par amount of the related outstanding PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to the Prepayment Reerve, redeem PID Bonds or for any other use that benefits the Assessed Property as set forth in the Indenture related to such PID Bonds and as determined by the City Council, including the redemption of outstanding PID Bonds..

Section V

SERVICE PLAN

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately __ months for the North Improvements to be constructed.

The Actual Costs for the North Improvements plus costs related to the issuance of the initial series of North Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $15,398,213 as shown in **Table V-A**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Authorized Improvements, and updating the Assessment Roll shown on **Appendix A**. Any update to this SAP is herein referred as an "Annual Service Plan Update."

Table V-A summarizes the sources and uses of funds required to construct the North Improvements, establish the PID, and issue the North Improvement Area Bonds. The sources and uses of funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-A
North Improvement Area
Sources and Uses of Funds

Sources of Funds	
Principal Amount	$ 13,515,000.00
Developer Deposit (a)	$ 1,883,213.00
Development Costs for North Improvements paid prior to Delivery of Bonds	$ 129,944.82
	$ 15,528,157.82

Uses of Funds	
Deposit to North Improvement Area Bond Improvement Account	$ 9,686,787.50
Development Costs for North Improvements paid prior to Delivery of Bonds	$ 129,944.82
Deposit to Developer Improvement Account	$ 1,883,213.00
Deposit to Capitalized Interest Account	$ 1,855,375.00
Deposit to Reserve Account	$ 1,067,387.50
Cost of Issuance (b)	$ 905,450.00
	$ 15,528,157.82

(a) Represents approximate amount of funds required to be deposited by the Developer at the delivery of the Bonds to fund costs of the North Improvements not financed by Bond proceeds.

(b) Includes Underwriter's discount and structuring fee

The projected Annual Installments for the first five years after the approval of this SAP for the North Improvement Area Bonds are presented in **Table V-B**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-B
North Improvement Area
Projected Annual Installments

Period Ending Sept. 15	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments
2016	$ -	$ 448,694	$ 30,000	$ 40,545	$ 27,030	$ -	$ (478,694)	$ 67,575
2017	$ -	$ 897,388	$ 30,600	$ 40,545	$ 27,030	$ -	$ (927,988)	$ 67,575
2018	$ 170,000	$ 897,388	$ 31,212	$ 40,035	$ 26,690	$ -	$ (448,694)	$ 716,631
2019	$ 180,000	$ 886,338	$ 31,836	$ 39,495	$ 26,330	$ -	$ -	$ 1,163,999
2020	$ 190,000	$ 874,638	$ 32,473	$ 38,925	$ 25,950	$ -	$ -	$ 1,161,985
2021	$ 200,000	$ 862,288	$ 33,122	$ -	$ 25,550	$ -	$ -	$ 1,120,960
Total	**$ 740,000**	**$ 4,866,731**	**$ 189,244**	**$ 199,545**	**$ 158,580**		**$ (1,855,375)**	**$ 4,298,725**

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the NIA PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.66% interest rate and a 31 year term for the initial series of NIA PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

Section VI

TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located Within the North Improvement Area

The Assessments and Annual Installments for the North Improvement Area Assessed Property are shown on the North Improvement Area Assessment Roll in **Appendix A**. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the North Improvement Area Bonds, (ii) to fund the Prepayment Reserve for the North Improvement Area Bonds, (iii) to fund the Delinquency Reserve for the North Improvement Area Bonds, and (iv) to cover the Administrative Expenses of the North Improvement Area.

B. Amount of Assessments and Annual Installments for Parcels Located Within Future Improvement Areas

When and if Future Improvement Areas are developed, this SAP will be amended to determine the Assessment and Annual Installments associated with the costs of Future Improvement Area Improvements for each Assessed Property located within a Future Improvement Area (a new Appendix will be added as the Assessment Roll for each Future Improvement Area). The Assessment shall not exceed the benefit received by the Assessed Property.

C. Reallocation of Assessments for Parcels Located Within the North Improvement Area

- *Upon Division Prior to Recording of Subdivision Plat*

The Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as **Appendix C** (the "Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Assessments shown on **Table IV-C** for each Lot type was added up to calculate the amount of the Assessment for each Parcel. As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Assessment that it was assigned pursuant to **Table IV-B**.

If Lots are not platted in accordance with the Parcel Map, the Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Assessment for each Lot as identified in **Table IV-B**.

- *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has an Assessment applied to it, as shown in **Table IV-B**, and is then subdivided again, such newly subdivided lots will be the Assessment of the applicable lot size as set forth in **Table IV-B**. In no event will the new subdivision cause the sum of the Assessments for the newly subdivided Lots to be greater than the Assessment for the undivided Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Assessment for each Lot size as identified in **Table IV-B**.

- *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Assessment for the consolidated Assessed Property shall be the sum of the Assessments for the Assessed Properties prior to consolidation. 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 and, to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Assessed Property. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

- *Upon Change from a Commercial Parcel to a Residential Parcel*

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Assessment that a Lot within its similar Lot Type is assessed.

- *Upon Transfer between Parcels with Different Uses*

Should an owner of an Assessed Property choose to transfer the intended land use between all or a portion of one or more Parcels or Lots, in no event will the transfer cause the sum of the Assessments for the affected Parcels or Lots to be greater than the Assessment for those Parcels or Lots prior to the transfer of use.

If uses are transferred among Parcels or Lots, the Assessments for each affected Parcel or Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Assessment for each Parcel or Lot as identified in **Table IV-B**.

D. Reallocation of Assessments for Parcels Located Within Future Improvement Areas

As Future Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Improvement Area.

E. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

If the Assessment for a Parcel created by a replat (the "Replatted Parcel") is greater than the Assessment for the corresponding Parcel(s) that were replatted (the "Original Parcel"), then following compliance with the notice and hearing requirement of the PID Act and prior to the recordation of the replat such owner shall pay the amount calculated by the Administrator by which the Assessment for the Replatted Parcel exceeds the Assessment of the Original Parcel, unless (i) the owner or owners of the Replatted Parcel and Original Parcel provide an executed waiver of notice and consent to levy of the additional or higher amount of the Assessment in connection with and prior to the recording of the replat and (ii) a supplemental Assessment Ordinance with respect to the Assessed Property within the replat is approved by the City Council.

If after the issuance of PID Bonds, the Assessments for Assessed Property created by a subdivision or replatting (the "Replatted Property") are less than the Assessments applicable to the Assessed Property so subdivided or replatted (the "Original Property"), then following compliance with the notice and hearing requirement of the PID Act prior to the recordation of the document subdividing or replatting the Original Property and prior to the recordation of the document subdividing or replatting the Original Property such owner shall pay the amount calculated by the Administrator by which the Assessments for the Original Property exceeds the Assessments for the Replatted Property.

F. Reduction of Assessments

If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City shall, in accordance with the Indenture related to such series of PID Bonds, reduce the Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if any of the Authorized Improvements to be funded with a series of PID Bonds are not undertaken resulting in excess PID Bond proceeds then the City shall, in accordance with the Indenture related to such series of PID Bonds, reduce the Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

G. Payment of Assessments

- *Payment in Full*

    - The Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

    - If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

    - Upon payment in full of an Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."

    - At the option of a Parcel or Lot owner, the Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such

amount for a Parcel or Lot, the Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

- *Payment of Annual Installments*

  - If an Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Assessment. An Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses. The interest on the Assessments, or Annual Installments thereof, includes the interest generated from the Excess Interest Rate as described in **Section IV.H**.

  - The Annual Installments as listed on the North Improvement Area Assessment Roll have been calculated assuming a weighted average interest rate on the North Improvement Area Bonds of 6.50%. The principal amounts of Annual Installments may not exceed the amounts shown on the North Improvement Area Assessment Roll except pursuant to any amendment or update to this SAP. The interest on the Assessments, or Annual Installments thereof, includes the interest generated from the Excess Interest Rate as described in **Section IV.H**.

  - The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds plus the interest generated from the Excess Interest Rate and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

  - The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds plus interest generated from the Excess Interest Rate, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

H. <u>Collection of Annual Installments</u>

The Administrator shall, no less frequently than annually, prepare and submit to the City Council for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) 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. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the North Improvement Area Bonds will be due when billed, and will be delinquent if not paid prior to February 1, 2017.

I. Surplus Funds Remaining in the North Improvement Area Bond Improvement Account

If proceeds from the North Improvement Area Bonds still remain after all of the North Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.F** of this SAP.

Section VII

THE ASSESSMENT ROLL

A. North Improvement Area Assessment Roll

The City Council has evaluated each Parcel in the North Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The North Improvement Area Assessed Property will be assessed for the special benefits conferred upon that portion of the Property by the North Improvements. **Table VII-A** summarizes the $15,398,213 in special benefit received by the North Improvement Area Assessed Property from the North Improvements, the costs of the PID formation, and the North Improvement Area Bonds issuance costs. The par amount of the North Improvement Area Bonds is $13,515,000, which is less than the benefit received by the North Improvement Area Assessed Property. Accordingly, the total Assessment to be applied to all the North Improvement Area Assessed Property is $13,515,000 plus annual Administrative Expenses. The Assessment for each North Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-E**. The North Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A
North Improvement Area
Special Benefit Summary

Authorized Improvement	Total Cost (a)
North Improvements	
Total Authorized Improvements	**$ 11,570,000**
PID Formation/Bond Cost of Issuance	
Reserve Fund	$ 1,067,388
Capitalized Interest	$ 1,855,375
Underwriter's Discount/Financial Advisor Fee	$ 405,450
Cost of Issuance	$ 500,000
PID Formation/Bond Cost of Issuance	**$ 3,828,213**
Total Special Benefit	**$ 15,398,213**
Special Benefit	
Total Special Benefit	$ 15,398,213
Projected PID Special Assessment	$ 13,515,000
Excess Benefit	**$ 1,883,213**

B. Future Improvement Area Assessment Rolls

As Future Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Areas (e.g. an Appendix A-1, A-2, and so on will be added as the Assessment Roll for Future Improvement Areas).

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel, (ii) the Assessment for each Assessed Property, including any adjustments authorized by this SAP or the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by **Section VI.G** of this SAP.

The Service and Assessment Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid plus the Excess Interest Rate, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Landowner funds.

Section VIII

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the property owners in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Assessment shall terminate on the date the Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to this Service and Assessment Plan may be made as permitted or required by the PID Act and Texas law.

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

North Improvement Area Assessment Roll

Appendix A
Special Assessment by Parcel

Parcel	Owner	Estimated Assessable Units/SF	Prospective Market Value per Appraisal	PID Bond Special Assessment	Equivalent Tax Rate per Appraisal	Equivalent Tax Rate at Build Out
1	Bayside Land Partners, LLC	167	12,500,000	$ 2,736,277	$ 1.78	$ 0.32
2	Bayside Land Partners, LLC	192	7,170,000	$ 3,145,899	$ 3.57	$ 0.32
3	Bayside Land Partners, LLC	338	5,400,000	$ 2,027,371	$ 3.05	$ 0.32
4	Bayside Land Partners, LLC	462	8,100,000	$ 2,771,140	$ 2.78	$ 0.32
5	Bayside Land Partners, LLC	29,315	1,850,000	$ 263,753	$ 1.16	$ 0.32
6	Bayside Land Partners, LLC	69,690	2,300,000	$ 627,016	$ 2.22	$ 0.32
7	Bayside Land Partners, LLC	24,927	1,100,000	$ 224,273	$ 1.66	$ 0.32
8	Bayside Land Partners, LLC	67,583	3,740,000	$ 608,058	$ 1.32	$ 0.32
9	Bayside Land Partners, LLC	55,471	2,260,000	$ 499,084	$ 1.79	$ 0.32
10	Bayside Land Partners, LLC	53,014	1,980,000	$ 476,978	$ 1.96	$ 0.32
HOA	Bayside Land Partners, LLC			$ 135,150		
Totals			**$ 46,400,000**	**$ 13,515,000**		

Note: Preliminary and subject to change

Appendix A-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 448,694	$ 448,694	$ 30,000	$ 40,545	$ 27,030	$ -	$ (478,694)	$ 67,575
09/15/17	$ -	$ 897,388	$ 897,388	$ 30,600	$ 40,545	$ 27,030	$ -	$ (927,988)	$ 67,575
09/15/18	$ 170,000	$ 897,388	$ 1,067,388	$ 31,212	$ 40,035	$ 26,690	$ -	$ (448,694)	$ 716,631
09/15/19	$ 180,000	$ 886,338	$ 1,066,338	$ 31,836	$ 39,495	$ 26,330	$ -	$ -	$ 1,163,999
09/15/20	$ 190,000	$ 874,638	$ 1,064,638	$ 32,473	$ 38,925	$ 25,950	$ -	$ -	$ 1,161,985
09/15/21	$ 200,000	$ 862,288	$ 1,062,288	$ 33,122	$ -	$ 25,550	$ -	$ -	$ 1,120,960
09/15/22	$ 215,000	$ 849,288	$ 1,064,288	$ 33,785	$ -	$ 25,120	$ -	$ -	$ 1,123,192
09/15/23	$ 230,000	$ 835,313	$ 1,065,313	$ 34,461	$ -	$ 24,660	$ -	$ -	$ 1,124,433
09/15/24	$ 245,000	$ 820,363	$ 1,065,363	$ 35,150	$ -	$ 24,170	$ -	$ -	$ 1,124,682
09/15/25	$ 260,000	$ 804,438	$ 1,064,438	$ 35,853	$ -	$ 23,650	$ -	$ -	$ 1,123,940
09/15/26	$ 275,000	$ 787,538	$ 1,062,538	$ 36,570	$ -	$ 23,100	$ -	$ -	$ 1,122,207
09/15/27	$ 295,000	$ 769,663	$ 1,064,663	$ 37,301	$ -	$ 22,510	$ -	$ -	$ 1,124,474
09/15/28	$ 315,000	$ 750,488	$ 1,065,488	$ 38,047	$ -	$ 21,880	$ -	$ -	$ 1,125,415
09/15/29	$ 335,000	$ 730,013	$ 1,065,013	$ 38,808	$ -	$ 21,210	$ -	$ -	$ 1,125,031
09/15/30	$ 355,000	$ 708,238	$ 1,063,238	$ 39,584	$ -	$ 20,500	$ -	$ -	$ 1,123,322
09/15/31	$ 380,000	$ 685,163	$ 1,065,163	$ 40,376	$ -	$ 19,740	$ -	$ -	$ 1,125,279
09/15/32	$ 405,000	$ 660,463	$ 1,065,463	$ 41,184	$ -	$ -	$ -	$ -	$ 1,106,646
09/15/33	$ 430,000	$ 634,138	$ 1,064,138	$ 42,007	$ -	$ -	$ -	$ -	$ 1,106,145
09/15/34	$ 460,000	$ 606,188	$ 1,066,188	$ 42,847	$ -	$ -	$ -	$ -	$ 1,109,035
09/15/35	$ 490,000	$ 576,288	$ 1,066,288	$ 43,704	$ -	$ -	$ -	$ -	$ 1,109,992
09/15/36	$ 520,000	$ 544,438	$ 1,064,438	$ 44,578	$ -	$ -	$ -	$ -	$ 1,109,016
09/15/37	$ 555,000	$ 510,638	$ 1,065,638	$ 45,470	$ -	$ -	$ -	$ -	$ 1,111,107
09/15/38	$ 590,000	$ 473,175	$ 1,063,175	$ 46,379	$ -	$ -	$ -	$ -	$ 1,109,554
09/15/39	$ 630,000	$ 433,350	$ 1,063,350	$ 47,307	$ -	$ -	$ -	$ -	$ 1,110,657
09/15/40	$ 675,000	$ 390,825	$ 1,065,825	$ 48,253	$ -	$ -	$ -	$ -	$ 1,114,078
09/15/41	$ 720,000	$ 345,263	$ 1,065,263	$ 49,218	$ -	$ -	$ -	$ -	$ 1,114,481
09/15/42	$ 770,000	$ 296,663	$ 1,066,663	$ 50,203	$ -	$ -	$ -	$ -	$ 1,116,865
09/15/43	$ 820,000	$ 244,688	$ 1,064,688	$ 51,207	$ -	$ -	$ -	$ -	$ 1,115,894
09/15/44	$ 875,000	$ 189,338	$ 1,064,338	$ 52,231	$ -	$ -	$ -	$ -	$ 1,116,568
09/15/45	$ 935,000	$ 130,275	$ 1,065,275	$ 53,275	$ -	$ -	$ -	$ -	$ 1,118,550
09/15/46	$ 995,000	$ 67,163	$ 1,062,163	$ 54,341	$ -	$ -	$ (1,067,388)	$ -	$ 49,116
Totals	$ 13,515,000	$ 18,710,119	$ 32,225,119	$ 1,271,383	$ 199,545	$ 385,120	$ (1,067,388)	$ (1,855,375)	$ 31,158,404

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-2
Annual Installments - Parcel No. 1

Year (a)	PID Bonds Principal	PID Bonds Interest (b)	PID Bonds Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
09/15/16	$ -	$ 90,844	$ 90,844	$ 6,074	$ 8,209	$ 5,473	$ -	$ (96,917)	$ 13,681
09/15/17	$ -	$ 181,687	$ 181,687	$ 6,195	$ 8,209	$ 5,473	$ -	$ (187,882)	$ 13,681
09/15/18	$ 34,419	$ 181,687	$ 216,106	$ 6,319	$ 8,106	$ 5,404	$ -	$ (90,844)	$ 145,091
09/15/19	$ 36,443	$ 179,450	$ 215,893	$ 6,446	$ 7,996	$ 5,331	$ -	$ -	$ 235,666
09/15/20	$ 38,468	$ 177,081	$ 215,549	$ 6,575	$ 7,881	$ 5,254	$ -	$ -	$ 235,258
09/15/21	$ 40,492	$ 174,581	$ 215,073	$ 6,706	$ -	$ 5,173	$ -	$ -	$ 226,952
09/15/22	$ 43,529	$ 171,949	$ 215,478	$ 6,840	$ -	$ 5,086	$ -	$ -	$ 227,404
09/15/23	$ 46,566	$ 169,119	$ 215,686	$ 6,977	$ -	$ 4,993	$ -	$ -	$ 227,655
09/15/24	$ 49,603	$ 166,092	$ 215,696	$ 7,117	$ -	$ 4,894	$ -	$ -	$ 227,706
09/15/25	$ 52,640	$ 162,868	$ 215,508	$ 7,259	$ -	$ 4,788	$ -	$ -	$ 227,555
09/15/26	$ 55,677	$ 159,447	$ 215,124	$ 7,404	$ -	$ 4,677	$ -	$ -	$ 227,205
09/15/27	$ 59,726	$ 155,828	$ 215,554	$ 7,552	$ -	$ 4,557	$ -	$ -	$ 227,663
09/15/28	$ 63,776	$ 151,945	$ 215,721	$ 7,703	$ -	$ 4,430	$ -	$ -	$ 227,854
09/15/29	$ 67,825	$ 147,800	$ 215,625	$ 7,857	$ -	$ 4,294	$ -	$ -	$ 227,776
09/15/30	$ 71,874	$ 143,391	$ 215,265	$ 8,014	$ -	$ 4,150	$ -	$ -	$ 227,430
09/15/31	$ 76,936	$ 138,720	$ 215,655	$ 8,175	$ -	$ 3,997	$ -	$ -	$ 227,826
09/15/32	$ 81,997	$ 133,719	$ 215,716	$ 8,338	$ -	$ -	$ -	$ -	$ 224,054
09/15/33	$ 87,059	$ 128,389	$ 215,448	$ 8,505	$ -	$ -	$ -	$ -	$ 223,952
09/15/34	$ 93,133	$ 122,730	$ 215,863	$ 8,675	$ -	$ -	$ -	$ -	$ 224,538
09/15/35	$ 99,206	$ 116,676	$ 215,883	$ 8,848	$ -	$ -	$ -	$ -	$ 224,731
09/15/36	$ 105,280	$ 110,228	$ 215,508	$ 9,025	$ -	$ -	$ -	$ -	$ 224,534
09/15/37	$ 112,367	$ 103,385	$ 215,751	$ 9,206	$ -	$ -	$ -	$ -	$ 224,957
09/15/38	$ 119,453	$ 95,800	$ 215,253	$ 9,390	$ -	$ -	$ -	$ -	$ 224,643
09/15/39	$ 127,551	$ 87,737	$ 215,288	$ 9,578	$ -	$ -	$ -	$ -	$ 224,866
09/15/40	$ 136,662	$ 79,127	$ 215,789	$ 9,769	$ -	$ -	$ -	$ -	$ 225,559
09/15/41	$ 145,773	$ 69,903	$ 215,675	$ 9,965	$ -	$ -	$ -	$ -	$ 225,640
09/15/42	$ 155,896	$ 60,063	$ 215,959	$ 10,164	$ -	$ -	$ -	$ -	$ 226,123
09/15/43	$ 166,019	$ 49,540	$ 215,559	$ 10,367	$ -	$ -	$ -	$ -	$ 225,926
09/15/44	$ 177,154	$ 38,334	$ 215,488	$ 10,575	$ -	$ -	$ -	$ -	$ 226,063
09/15/45	$ 189,302	$ 26,376	$ 215,678	$ 10,786	$ -	$ -	$ -	$ -	$ 226,464
09/15/46	$ 201,450	$ 13,598	$ 215,048	$ 11,002	$ -	$ -	$ (216,106)	$ -	$ 9,944
Totals	$ 2,736,277	$ 3,788,092	$ 6,524,368	$ 257,407	$ 40,400	$ 77,972	$ (216,106)	$ (375,643)	$ 6,308,399

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-3
Annual Installments - Parcel No. 2

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 104,443	$ 104,443	$ 6,983	$ 9,438	$ 6,292	$ -	$ (111,426)	$ 15,729
09/15/17	$ -	$ 208,886	$ 208,886	$ 7,123	$ 9,438	$ 6,292	$ -	$ (216,008)	$ 15,729
09/15/18	$ 39,571	$ 208,886	$ 248,457	$ 7,265	$ 9,319	$ 6,213	$ -	$ (104,443)	$ 166,811
09/15/19	$ 41,899	$ 206,314	$ 248,212	$ 7,411	$ 9,193	$ 6,129	$ -	$ -	$ 270,945
09/15/20	$ 44,226	$ 203,590	$ 247,817	$ 7,559	$ 9,061	$ 6,040	$ -	$ -	$ 270,476
09/15/21	$ 46,554	$ 200,715	$ 247,270	$ 7,710	$ -	$ 5,947	$ -	$ -	$ 260,927
09/15/22	$ 50,046	$ 197,689	$ 247,735	$ 7,864	$ -	$ 5,847	$ -	$ -	$ 261,447
09/15/23	$ 53,537	$ 194,436	$ 247,974	$ 8,021	$ -	$ 5,740	$ -	$ -	$ 261,735
09/15/24	$ 57,029	$ 190,957	$ 247,985	$ 8,182	$ -	$ 5,626	$ -	$ -	$ 261,793
09/15/25	$ 60,520	$ 187,250	$ 247,770	$ 8,345	$ -	$ 5,505	$ -	$ -	$ 261,621
09/15/26	$ 64,012	$ 183,316	$ 247,328	$ 8,512	$ -	$ 5,377	$ -	$ -	$ 261,217
09/15/27	$ 68,667	$ 179,155	$ 247,822	$ 8,683	$ -	$ 5,240	$ -	$ -	$ 261,745
09/15/28	$ 73,323	$ 174,692	$ 248,014	$ 8,856	$ -	$ 5,093	$ -	$ -	$ 261,964
09/15/29	$ 77,978	$ 169,926	$ 247,904	$ 9,033	$ -	$ 4,937	$ -	$ -	$ 261,874
09/15/30	$ 82,634	$ 164,857	$ 247,491	$ 9,214	$ -	$ 4,772	$ -	$ -	$ 261,477
09/15/31	$ 88,453	$ 159,486	$ 247,939	$ 9,398	$ -	$ 4,595	$ -	$ -	$ 261,932
09/15/32	$ 94,272	$ 153,736	$ 248,009	$ 9,586	$ -	$ -	$ -	$ -	$ 257,595
09/15/33	$ 100,091	$ 147,609	$ 247,700	$ 9,778	$ -	$ -	$ -	$ -	$ 257,478
09/15/34	$ 107,075	$ 141,103	$ 248,177	$ 9,974	$ -	$ -	$ -	$ -	$ 258,151
09/15/35	$ 114,058	$ 134,143	$ 248,201	$ 10,173	$ -	$ -	$ -	$ -	$ 258,374
09/15/36	$ 121,041	$ 126,729	$ 247,770	$ 10,377	$ -	$ -	$ -	$ -	$ 258,147
09/15/37	$ 129,188	$ 118,862	$ 248,049	$ 10,584	$ -	$ -	$ -	$ -	$ 258,634
09/15/38	$ 137,335	$ 110,141	$ 247,476	$ 10,796	$ -	$ -	$ -	$ -	$ 258,272
09/15/39	$ 146,646	$ 100,871	$ 247,517	$ 11,012	$ -	$ -	$ -	$ -	$ 258,529
09/15/40	$ 157,120	$ 90,973	$ 248,093	$ 11,232	$ -	$ -	$ -	$ -	$ 259,325
09/15/41	$ 167,595	$ 80,367	$ 247,962	$ 11,457	$ -	$ -	$ -	$ -	$ 259,419
09/15/42	$ 179,234	$ 69,054	$ 248,288	$ 11,686	$ -	$ -	$ -	$ -	$ 259,974
09/15/43	$ 190,872	$ 56,956	$ 247,828	$ 11,919	$ -	$ -	$ -	$ -	$ 259,748
09/15/44	$ 203,675	$ 44,072	$ 247,747	$ 12,158	$ -	$ -	$ -	$ -	$ 259,905
09/15/45	$ 217,641	$ 30,324	$ 247,965	$ 12,401	$ -	$ -	$ -	$ -	$ 260,366
09/15/46	$ 231,607	$ 15,633	$ 247,241	$ 12,649	$ -	$ -	$ (248,457)	$ -	$ 11,433
Totals	$ 3,145,899	$ 4,355,171	$ 7,501,070	$ 295,941	$ 46,448	$ 89,645	$ (248,457)	$ (431,877)	$ 7,252,770

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-4
Annual Installments - Parcel No. 3

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 67,308	$ 67,308	$ 4,500	$ 6,082	$ 4,055	$ -	$ (71,808)	$ 10,137
09/15/17	$ -	$ 134,616	$ 134,616	$ 4,590	$ 6,082	$ 4,055	$ -	$ (139,206)	$ 10,137
09/15/18	$ 25,502	$ 134,616	$ 160,118	$ 4,682	$ 6,006	$ 4,004	$ -	$ (67,308)	$ 107,501
09/15/19	$ 27,002	$ 132,959	$ 159,960	$ 4,776	$ 5,925	$ 3,950	$ -	$ -	$ 174,610
09/15/20	$ 28,502	$ 131,203	$ 159,705	$ 4,871	$ 5,839	$ 3,893	$ -	$ -	$ 174,308
09/15/21	$ 30,002	$ 129,351	$ 159,353	$ 4,969	$ -	$ 3,833	$ -	$ -	$ 168,154
09/15/22	$ 32,252	$ 127,401	$ 159,653	$ 5,068	$ -	$ 3,768	$ -	$ -	$ 168,489
09/15/23	$ 34,502	$ 125,304	$ 159,806	$ 5,169	$ -	$ 3,699	$ -	$ -	$ 168,675
09/15/24	$ 36,752	$ 123,062	$ 159,814	$ 5,273	$ -	$ 3,626	$ -	$ -	$ 168,712
09/15/25	$ 39,002	$ 120,673	$ 159,675	$ 5,378	$ -	$ 3,548	$ -	$ -	$ 168,601
09/15/26	$ 41,252	$ 118,138	$ 159,390	$ 5,486	$ -	$ 3,465	$ -	$ -	$ 168,341
09/15/27	$ 44,253	$ 115,456	$ 159,709	$ 5,596	$ -	$ 3,377	$ -	$ -	$ 168,681
09/15/28	$ 47,253	$ 112,580	$ 159,833	$ 5,707	$ -	$ 3,282	$ -	$ -	$ 168,822
09/15/29	$ 50,253	$ 109,508	$ 159,761	$ 5,822	$ -	$ 3,182	$ -	$ -	$ 168,765
09/15/30	$ 53,253	$ 106,242	$ 159,495	$ 5,938	$ -	$ 3,075	$ -	$ -	$ 168,508
09/15/31	$ 57,003	$ 102,781	$ 159,784	$ 6,057	$ -	$ 2,961	$ -	$ -	$ 168,802
09/15/32	$ 60,754	$ 99,075	$ 159,829	$ 6,178	$ -	$ -	$ -	$ -	$ 166,007
09/15/33	$ 64,504	$ 95,126	$ 159,630	$ 6,301	$ -	$ -	$ -	$ -	$ 165,932
09/15/34	$ 69,004	$ 90,934	$ 159,938	$ 6,427	$ -	$ -	$ -	$ -	$ 166,365
09/15/35	$ 73,504	$ 86,448	$ 159,953	$ 6,556	$ -	$ -	$ -	$ -	$ 166,509
09/15/36	$ 78,005	$ 81,671	$ 159,675	$ 6,687	$ -	$ -	$ -	$ -	$ 166,362
09/15/37	$ 83,255	$ 76,600	$ 159,855	$ 6,821	$ -	$ -	$ -	$ -	$ 166,676
09/15/38	$ 88,505	$ 70,980	$ 159,486	$ 6,957	$ -	$ -	$ -	$ -	$ 166,443
09/15/39	$ 94,506	$ 65,006	$ 159,512	$ 7,096	$ -	$ -	$ -	$ -	$ 166,609
09/15/40	$ 101,256	$ 58,627	$ 159,883	$ 7,238	$ -	$ -	$ -	$ -	$ 167,122
09/15/41	$ 108,006	$ 51,792	$ 159,799	$ 7,383	$ -	$ -	$ -	$ -	$ 167,182
09/15/42	$ 115,507	$ 44,502	$ 160,009	$ 7,531	$ -	$ -	$ -	$ -	$ 167,540
09/15/43	$ 123,007	$ 36,705	$ 159,713	$ 7,681	$ -	$ -	$ -	$ -	$ 167,394
09/15/44	$ 131,258	$ 28,402	$ 159,660	$ 7,835	$ -	$ -	$ -	$ -	$ 167,495
09/15/45	$ 140,258	$ 19,542	$ 159,801	$ 7,992	$ -	$ -	$ -	$ -	$ 167,793
09/15/46	$ 149,259	$ 10,075	$ 159,334	$ 8,152	$ -	$ -	$ (160,118)	$ -	$ 7,368
Totals	$ 2,027,371	$ 2,806,686	$ 4,834,057	$ 190,719	$ 29,934	$ 57,771	$ (160,118)	$ (278,323)	$ 4,674,040

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-5
Annual Installments - Parcel No. 4

Year (a)	PID Bonds Principal	PID Bonds Interest (b)	PID Bonds Net Debt Service	Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
09/15/16	$ -	$ 92,001	$ 92,001	$ 6,151	$ 8,313	$ 5,542	$ -	$ (98,152)	$ 13,856
09/15/17	$ -	$ 184,002	$ 184,002	$ 6,274	$ 8,313	$ 5,542	$ -	$ (190,276)	$ 13,856
09/15/18	$ 34,857	$ 184,002	$ 218,859	$ 6,400	$ 8,209	$ 5,473	$ -	$ (92,001)	$ 146,939
09/15/19	$ 36,908	$ 181,736	$ 218,644	$ 6,528	$ 8,098	$ 5,399	$ -	$ -	$ 238,668
09/15/20	$ 38,958	$ 179,337	$ 218,295	$ 6,658	$ 7,981	$ 5,321	$ -	$ -	$ 238,256
09/15/21	$ 41,008	$ 176,805	$ 217,813	$ 6,791	$ -	$ 5,239	$ -	$ -	$ 229,844
09/15/22	$ 44,084	$ 174,139	$ 218,223	$ 6,927	$ -	$ 5,151	$ -	$ -	$ 230,301
09/15/23	$ 47,160	$ 171,274	$ 218,434	$ 7,066	$ -	$ 5,056	$ -	$ -	$ 230,556
09/15/24	$ 50,235	$ 168,209	$ 218,444	$ 7,207	$ -	$ 4,956	$ -	$ -	$ 230,607
09/15/25	$ 53,311	$ 164,943	$ 218,254	$ 7,351	$ -	$ 4,849	$ -	$ -	$ 230,455
09/15/26	$ 56,387	$ 161,478	$ 217,865	$ 7,498	$ -	$ 4,736	$ -	$ -	$ 230,099
09/15/27	$ 60,487	$ 157,813	$ 218,300	$ 7,648	$ -	$ 4,615	$ -	$ -	$ 230,564
09/15/28	$ 64,588	$ 153,881	$ 218,470	$ 7,801	$ -	$ 4,486	$ -	$ -	$ 230,757
09/15/29	$ 68,689	$ 149,683	$ 218,372	$ 7,957	$ -	$ 4,349	$ -	$ -	$ 230,678
09/15/30	$ 72,790	$ 145,218	$ 218,008	$ 8,116	$ -	$ 4,203	$ -	$ -	$ 230,328
09/15/31	$ 77,916	$ 140,487	$ 218,403	$ 8,279	$ -	$ 4,048	$ -	$ -	$ 230,729
09/15/32	$ 83,042	$ 135,422	$ 218,464	$ 8,444	$ -	$ -	$ -	$ -	$ 226,909
09/15/33	$ 88,168	$ 130,025	$ 218,193	$ 8,613	$ -	$ -	$ -	$ -	$ 226,806
09/15/34	$ 94,319	$ 124,294	$ 218,613	$ 8,786	$ -	$ -	$ -	$ -	$ 227,399
09/15/35	$ 100,471	$ 118,163	$ 218,634	$ 8,961	$ -	$ -	$ -	$ -	$ 227,595
09/15/36	$ 106,622	$ 111,632	$ 218,254	$ 9,140	$ -	$ -	$ -	$ -	$ 227,395
09/15/37	$ 113,798	$ 104,702	$ 218,500	$ 9,323	$ -	$ -	$ -	$ -	$ 227,824
09/15/38	$ 120,975	$ 97,021	$ 217,995	$ 9,510	$ -	$ -	$ -	$ -	$ 227,505
09/15/39	$ 129,176	$ 88,855	$ 218,031	$ 9,700	$ -	$ -	$ -	$ -	$ 227,731
09/15/40	$ 138,403	$ 80,135	$ 218,539	$ 9,894	$ -	$ -	$ -	$ -	$ 228,433
09/15/41	$ 147,630	$ 70,793	$ 218,423	$ 10,092	$ -	$ -	$ -	$ -	$ 228,515
09/15/42	$ 157,882	$ 60,828	$ 218,710	$ 10,294	$ -	$ -	$ -	$ -	$ 229,004
09/15/43	$ 168,134	$ 50,171	$ 218,305	$ 10,499	$ -	$ -	$ -	$ -	$ 228,805
09/15/44	$ 179,412	$ 38,822	$ 218,234	$ 10,709	$ -	$ -	$ -	$ -	$ 228,943
09/15/45	$ 191,714	$ 26,712	$ 218,426	$ 10,924	$ -	$ -	$ -	$ -	$ 229,350
09/15/46	$ 204,017	$ 13,771	$ 217,788	$ 11,142	$ -	$ -	$ (218,859)	$ -	$ 10,071
Totals	$ 2,771,140	$ 3,836,357	$ 6,607,498	$ 260,687	$ 40,915	$ 78,966	$ (218,859)	$ (380,430)	$ 6,388,777

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-6
Annual Installments - Parcel No. 5

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 8,757	$ 8,757	$ 585	$ 791	$ 528	$ -	$ (9,342)	$ 1,319
09/15/17	$ -	$ 17,513	$ 17,513	$ 597	$ 791	$ 528	$ -	$ (18,110)	$ 1,319
09/15/18	$ 3,318	$ 17,513	$ 20,831	$ 609	$ 781	$ 521	$ -	$ (8,757)	$ 13,985
09/15/19	$ 3,513	$ 17,297	$ 20,810	$ 621	$ 771	$ 514	$ -	$ -	$ 22,716
09/15/20	$ 3,708	$ 17,069	$ 20,777	$ 634	$ 760	$ 506	$ -	$ -	$ 22,677
09/15/21	$ 3,903	$ 16,828	$ 20,731	$ 646	$ -	$ 499	$ -	$ -	$ 21,876
09/15/22	$ 4,196	$ 16,574	$ 20,770	$ 659	$ -	$ 490	$ -	$ -	$ 21,920
09/15/23	$ 4,489	$ 16,302	$ 20,790	$ 673	$ -	$ 481	$ -	$ -	$ 21,944
09/15/24	$ 4,781	$ 16,010	$ 20,791	$ 686	$ -	$ 472	$ -	$ -	$ 21,949
09/15/25	$ 5,074	$ 15,699	$ 20,773	$ 700	$ -	$ 462	$ -	$ -	$ 21,934
09/15/26	$ 5,367	$ 15,369	$ 20,736	$ 714	$ -	$ 451	$ -	$ -	$ 21,901
09/15/27	$ 5,757	$ 15,020	$ 20,778	$ 728	$ -	$ 439	$ -	$ -	$ 21,945
09/15/28	$ 6,147	$ 14,646	$ 20,794	$ 743	$ -	$ 427	$ -	$ -	$ 21,963
09/15/29	$ 6,538	$ 14,247	$ 20,784	$ 757	$ -	$ 414	$ -	$ -	$ 21,956
09/15/30	$ 6,928	$ 13,822	$ 20,750	$ 773	$ -	$ 400	$ -	$ -	$ 21,922
09/15/31	$ 7,416	$ 13,371	$ 20,787	$ 788	$ -	$ 385	$ -	$ -	$ 21,960
09/15/32	$ 7,904	$ 12,889	$ 20,793	$ 804	$ -	$ -	$ -	$ -	$ 21,597
09/15/33	$ 8,392	$ 12,376	$ 20,767	$ 820	$ -	$ -	$ -	$ -	$ 21,587
09/15/34	$ 8,977	$ 11,830	$ 20,807	$ 836	$ -	$ -	$ -	$ -	$ 21,643
09/15/35	$ 9,563	$ 11,247	$ 20,809	$ 853	$ -	$ -	$ -	$ -	$ 21,662
09/15/36	$ 10,148	$ 10,625	$ 20,773	$ 870	$ -	$ -	$ -	$ -	$ 21,643
09/15/37	$ 10,831	$ 9,965	$ 20,797	$ 887	$ -	$ -	$ -	$ -	$ 21,684
09/15/38	$ 11,514	$ 9,234	$ 20,748	$ 905	$ -	$ -	$ -	$ -	$ 21,654
09/15/39	$ 12,295	$ 8,457	$ 20,752	$ 923	$ -	$ -	$ -	$ -	$ 21,675
09/15/40	$ 13,173	$ 7,627	$ 20,800	$ 942	$ -	$ -	$ -	$ -	$ 21,742
09/15/41	$ 14,051	$ 6,738	$ 20,789	$ 961	$ -	$ -	$ -	$ -	$ 21,750
09/15/42	$ 15,027	$ 5,790	$ 20,817	$ 980	$ -	$ -	$ -	$ -	$ 21,796
09/15/43	$ 16,003	$ 4,775	$ 20,778	$ 999	$ -	$ -	$ -	$ -	$ 21,777
09/15/44	$ 17,076	$ 3,695	$ 20,771	$ 1,019	$ -	$ -	$ -	$ -	$ 21,790
09/15/45	$ 18,247	$ 2,542	$ 20,789	$ 1,040	$ -	$ -	$ -	$ -	$ 21,829
09/15/46	$ 19,418	$ 1,311	$ 20,729	$ 1,060	$ -	$ -	$ (20,831)	$ -	$ 959
Totals	$ 263,753	$ 365,139	$ 628,892	$ 24,812	$ 3,894	$ 7,516	$ (20,831)	$ (36,209)	$ 608,075

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-7
Annual Installments - Parcel No. 6

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 20,817	$ 20,817	$ 1,392	$ 1,881	$ 1,254	$ -	$ (22,209)	$ 3,135
09/15/17	$ -	$ 41,633	$ 41,633	$ 1,420	$ 1,881	$ 1,254	$ -	$ (43,053)	$ 3,135
09/15/18	$ 7,887	$ 41,633	$ 49,520	$ 1,448	$ 1,857	$ 1,238	$ -	$ (20,817)	$ 33,247
09/15/19	$ 8,351	$ 41,121	$ 49,472	$ 1,477	$ 1,832	$ 1,222	$ -	$ -	$ 54,003
09/15/20	$ 8,815	$ 40,578	$ 49,393	$ 1,507	$ 1,806	$ 1,204	$ -	$ -	$ 53,909
09/15/21	$ 9,279	$ 40,005	$ 49,284	$ 1,537	$ -	$ 1,185	$ -	$ -	$ 52,006
09/15/22	$ 9,975	$ 39,402	$ 49,377	$ 1,567	$ -	$ 1,165	$ -	$ -	$ 52,109
09/15/23	$ 10,671	$ 38,754	$ 49,424	$ 1,599	$ -	$ 1,144	$ -	$ -	$ 52,167
09/15/24	$ 11,367	$ 38,060	$ 49,426	$ 1,631	$ -	$ 1,121	$ -	$ -	$ 52,179
09/15/25	$ 12,062	$ 37,321	$ 49,384	$ 1,663	$ -	$ 1,097	$ -	$ -	$ 52,144
09/15/26	$ 12,758	$ 36,537	$ 49,295	$ 1,697	$ -	$ 1,072	$ -	$ -	$ 52,064
09/15/27	$ 13,686	$ 35,708	$ 49,394	$ 1,731	$ -	$ 1,044	$ -	$ -	$ 52,169
09/15/28	$ 14,614	$ 34,818	$ 49,432	$ 1,765	$ -	$ 1,015	$ -	$ -	$ 52,213
09/15/29	$ 15,542	$ 33,868	$ 49,410	$ 1,800	$ -	$ 984	$ -	$ -	$ 52,195
09/15/30	$ 16,470	$ 32,858	$ 49,328	$ 1,836	$ -	$ 951	$ -	$ -	$ 52,115
09/15/31	$ 17,630	$ 31,787	$ 49,417	$ 1,873	$ -	$ 916	$ -	$ -	$ 52,206
09/15/32	$ 18,790	$ 30,642	$ 49,431	$ 1,911	$ -	$ -	$ -	$ -	$ 51,342
09/15/33	$ 19,949	$ 29,420	$ 49,370	$ 1,949	$ -	$ -	$ -	$ -	$ 51,319
09/15/34	$ 21,341	$ 28,123	$ 49,465	$ 1,988	$ -	$ -	$ -	$ -	$ 51,453
09/15/35	$ 22,733	$ 26,736	$ 49,469	$ 2,028	$ -	$ -	$ -	$ -	$ 51,497
09/15/36	$ 24,125	$ 25,259	$ 49,384	$ 2,068	$ -	$ -	$ -	$ -	$ 51,452
09/15/37	$ 25,749	$ 23,691	$ 49,439	$ 2,110	$ -	$ -	$ -	$ -	$ 51,549
09/15/38	$ 27,372	$ 21,953	$ 49,325	$ 2,152	$ -	$ -	$ -	$ -	$ 51,477
09/15/39	$ 29,228	$ 20,105	$ 49,333	$ 2,195	$ -	$ -	$ -	$ -	$ 51,528
09/15/40	$ 31,316	$ 18,132	$ 49,448	$ 2,239	$ -	$ -	$ -	$ -	$ 51,687
09/15/41	$ 33,404	$ 16,018	$ 49,422	$ 2,283	$ -	$ -	$ -	$ -	$ 51,705
09/15/42	$ 35,723	$ 13,763	$ 49,487	$ 2,329	$ -	$ -	$ -	$ -	$ 51,816
09/15/43	$ 38,043	$ 11,352	$ 49,395	$ 2,376	$ -	$ -	$ -	$ -	$ 51,771
09/15/44	$ 40,595	$ 8,784	$ 49,379	$ 2,423	$ -	$ -	$ -	$ -	$ 51,802
09/15/45	$ 43,378	$ 6,044	$ 49,422	$ 2,472	$ -	$ -	$ -	$ -	$ 51,894
09/15/46	$ 46,162	$ 3,116	$ 49,278	$ 2,521	$ -	$ -	$ (49,520)	$ -	$ 2,279
Totals	$ 627,016	$ 868,038	$ 1,495,054	$ 58,985	$ 9,258	$ 17,867	$ (49,520)	$ (86,078)	$ 1,445,564

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-8
Annual Installments - Parcel No. 7

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 7,446	$ 7,446	$ 498	$ 673	$ 449	$ -	$ (7,944)	$ 1,121
09/15/17	$ -	$ 14,892	$ 14,892	$ 508	$ 673	$ 449	$ -	$ (15,399)	$ 1,121
09/15/18	$ 2,821	$ 14,892	$ 17,713	$ 518	$ 664	$ 443	$ -	$ (7,446)	$ 11,892
09/15/19	$ 2,987	$ 14,708	$ 17,695	$ 528	$ 655	$ 437	$ -	$ -	$ 19,316
09/15/20	$ 3,153	$ 14,514	$ 17,667	$ 539	$ 646	$ 431	$ -	$ -	$ 19,282
09/15/21	$ 3,319	$ 14,309	$ 17,628	$ 550	$ -	$ 424	$ -	$ -	$ 18,602
09/15/22	$ 3,568	$ 14,093	$ 17,661	$ 561	$ -	$ 417	$ -	$ -	$ 18,639
09/15/23	$ 3,817	$ 13,862	$ 17,678	$ 572	$ -	$ 409	$ -	$ -	$ 18,659
09/15/24	$ 4,066	$ 13,613	$ 17,679	$ 583	$ -	$ 401	$ -	$ -	$ 18,663
09/15/25	$ 4,315	$ 13,349	$ 17,664	$ 595	$ -	$ 392	$ -	$ -	$ 18,651
09/15/26	$ 4,563	$ 13,069	$ 17,632	$ 607	$ -	$ 383	$ -	$ -	$ 18,622
09/15/27	$ 4,895	$ 12,772	$ 17,667	$ 619	$ -	$ 374	$ -	$ -	$ 18,660
09/15/28	$ 5,227	$ 12,454	$ 17,681	$ 631	$ -	$ 363	$ -	$ -	$ 18,676
09/15/29	$ 5,559	$ 12,114	$ 17,673	$ 644	$ -	$ 352	$ -	$ -	$ 18,669
09/15/30	$ 5,891	$ 11,753	$ 17,644	$ 657	$ -	$ 340	$ -	$ -	$ 18,641
09/15/31	$ 6,306	$ 11,370	$ 17,676	$ 670	$ -	$ 328	$ -	$ -	$ 18,673
09/15/32	$ 6,721	$ 10,960	$ 17,681	$ 683	$ -	$ -	$ -	$ -	$ 18,364
09/15/33	$ 7,136	$ 10,523	$ 17,659	$ 697	$ -	$ -	$ -	$ -	$ 18,356
09/15/34	$ 7,633	$ 10,059	$ 17,693	$ 711	$ -	$ -	$ -	$ -	$ 18,404
09/15/35	$ 8,131	$ 9,563	$ 17,694	$ 725	$ -	$ -	$ -	$ -	$ 18,420
09/15/36	$ 8,629	$ 9,035	$ 17,664	$ 740	$ -	$ -	$ -	$ -	$ 18,403
09/15/37	$ 9,210	$ 8,474	$ 17,684	$ 755	$ -	$ -	$ -	$ -	$ 18,438
09/15/38	$ 9,791	$ 7,852	$ 17,643	$ 770	$ -	$ -	$ -	$ -	$ 18,412
09/15/39	$ 10,454	$ 7,191	$ 17,646	$ 785	$ -	$ -	$ -	$ -	$ 18,431
09/15/40	$ 11,201	$ 6,486	$ 17,687	$ 801	$ -	$ -	$ -	$ -	$ 18,487
09/15/41	$ 11,948	$ 5,729	$ 17,677	$ 817	$ -	$ -	$ -	$ -	$ 18,494
09/15/42	$ 12,778	$ 4,923	$ 17,701	$ 833	$ -	$ -	$ -	$ -	$ 18,534
09/15/43	$ 13,607	$ 4,060	$ 17,668	$ 850	$ -	$ -	$ -	$ -	$ 18,518
09/15/44	$ 14,520	$ 3,142	$ 17,662	$ 867	$ -	$ -	$ -	$ -	$ 18,529
09/15/45	$ 15,516	$ 2,162	$ 17,678	$ 884	$ -	$ -	$ -	$ -	$ 18,562
09/15/46	$ 16,511	$ 1,115	$ 17,626	$ 902	$ -	$ -	$ (17,713)	$ -	$ 815
Totals	$ 224,273	$ 310,483	$ 534,757	$ 21,098	$ 3,311	$ 6,391	$ (17,713)	$ (30,789)	$ 517,055

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-9
Annual Installments - Parcel No. 8

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 20,187	$ 20,187	$ 1,350	$ 1,824	$ 1,216	$ -	$ (21,537)	$ 3,040
09/15/17	$ -	$ 40,375	$ 40,375	$ 1,377	$ 1,824	$ 1,216	$ -	$ (41,751)	$ 3,040
09/15/18	$ 7,649	$ 40,375	$ 48,023	$ 1,404	$ 1,801	$ 1,201	$ -	$ (20,187)	$ 32,242
09/15/19	$ 8,098	$ 39,878	$ 47,976	$ 1,432	$ 1,777	$ 1,185	$ -	$ -	$ 52,370
09/15/20	$ 8,548	$ 39,351	$ 47,900	$ 1,461	$ 1,751	$ 1,168	$ -	$ -	$ 52,279
09/15/21	$ 8,998	$ 38,795	$ 47,794	$ 1,490	$ -	$ 1,150	$ -	$ -	$ 50,434
09/15/22	$ 9,673	$ 38,211	$ 47,884	$ 1,520	$ -	$ 1,130	$ -	$ -	$ 50,534
09/15/23	$ 10,348	$ 37,582	$ 47,930	$ 1,550	$ -	$ 1,109	$ -	$ -	$ 50,590
09/15/24	$ 11,023	$ 36,909	$ 47,932	$ 1,581	$ -	$ 1,087	$ -	$ -	$ 50,601
09/15/25	$ 11,698	$ 36,193	$ 47,891	$ 1,613	$ -	$ 1,064	$ -	$ -	$ 50,568
09/15/26	$ 12,373	$ 35,432	$ 47,805	$ 1,645	$ -	$ 1,039	$ -	$ -	$ 50,490
09/15/27	$ 13,272	$ 34,628	$ 47,901	$ 1,678	$ -	$ 1,013	$ -	$ -	$ 50,592
09/15/28	$ 14,172	$ 33,765	$ 47,938	$ 1,712	$ -	$ 984	$ -	$ -	$ 50,634
09/15/29	$ 15,072	$ 32,844	$ 47,916	$ 1,746	$ -	$ 954	$ -	$ -	$ 50,617
09/15/30	$ 15,972	$ 31,865	$ 47,837	$ 1,781	$ -	$ 922	$ -	$ -	$ 50,540
09/15/31	$ 17,097	$ 30,826	$ 47,923	$ 1,817	$ -	$ 888	$ -	$ -	$ 50,628
09/15/32	$ 18,222	$ 29,715	$ 47,937	$ 1,853	$ -	$ -	$ -	$ -	$ 49,790
09/15/33	$ 19,346	$ 28,531	$ 47,877	$ 1,890	$ -	$ -	$ -	$ -	$ 49,767
09/15/34	$ 20,696	$ 27,273	$ 47,969	$ 1,928	$ -	$ -	$ -	$ -	$ 49,897
09/15/35	$ 22,046	$ 25,928	$ 47,974	$ 1,966	$ -	$ -	$ -	$ -	$ 49,940
09/15/36	$ 23,396	$ 24,495	$ 47,891	$ 2,006	$ -	$ -	$ -	$ -	$ 49,896
09/15/37	$ 24,970	$ 22,974	$ 47,944	$ 2,046	$ -	$ -	$ -	$ -	$ 49,990
09/15/38	$ 26,545	$ 21,289	$ 47,834	$ 2,087	$ -	$ -	$ -	$ -	$ 49,920
09/15/39	$ 28,345	$ 19,497	$ 47,842	$ 2,128	$ -	$ -	$ -	$ -	$ 49,970
09/15/40	$ 30,369	$ 17,584	$ 47,953	$ 2,171	$ -	$ -	$ -	$ -	$ 50,124
09/15/41	$ 32,394	$ 15,534	$ 47,928	$ 2,214	$ -	$ -	$ -	$ -	$ 50,142
09/15/42	$ 34,643	$ 13,347	$ 47,991	$ 2,259	$ -	$ -	$ -	$ -	$ 50,249
09/15/43	$ 36,893	$ 11,009	$ 47,902	$ 2,304	$ -	$ -	$ -	$ -	$ 50,206
09/15/44	$ 39,367	$ 8,519	$ 47,886	$ 2,350	$ -	$ -	$ -	$ -	$ 50,236
09/15/45	$ 42,067	$ 5,861	$ 47,928	$ 2,397	$ -	$ -	$ -	$ -	$ 50,325
09/15/46	$ 44,766	$ 3,022	$ 47,788	$ 2,445	$ -	$ -	$ (48,023)	$ -	$ 2,210
Totals	$ 608,058	$ 841,794	$ 1,449,852	$ 57,201	$ 8,978	$ 17,327	$ (48,023)	$ (83,476)	$ 1,401,859

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-10
Annual Installments - Parcel No. 9

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 16,569	$ 16,569	$ 1,108	$ 1,497	$ 998	$ -	$ (17,677)	$ 2,495
09/15/17	$ -	$ 33,139	$ 33,139	$ 1,130	$ 1,497	$ 998	$ -	$ (34,269)	$ 2,495
09/15/18	$ 6,278	$ 33,139	$ 39,417	$ 1,153	$ 1,478	$ 986	$ -	$ (16,569)	$ 26,464
09/15/19	$ 6,647	$ 32,731	$ 39,378	$ 1,176	$ 1,458	$ 972	$ -	$ -	$ 42,984
09/15/20	$ 7,016	$ 32,299	$ 39,315	$ 1,199	$ 1,437	$ 958	$ -	$ -	$ 42,910
09/15/21	$ 7,386	$ 31,843	$ 39,228	$ 1,223	$ -	$ 944	$ -	$ -	$ 41,395
09/15/22	$ 7,940	$ 31,363	$ 39,302	$ 1,248	$ -	$ 928	$ -	$ -	$ 41,477
09/15/23	$ 8,493	$ 30,847	$ 39,340	$ 1,273	$ -	$ 911	$ -	$ -	$ 41,523
09/15/24	$ 9,047	$ 30,294	$ 39,342	$ 1,298	$ -	$ 893	$ -	$ -	$ 41,532
09/15/25	$ 9,601	$ 29,706	$ 39,308	$ 1,324	$ -	$ 873	$ -	$ -	$ 41,505
09/15/26	$ 10,155	$ 29,082	$ 39,238	$ 1,350	$ -	$ 853	$ -	$ -	$ 41,441
09/15/27	$ 10,894	$ 28,422	$ 39,316	$ 1,377	$ -	$ 831	$ -	$ -	$ 41,525
09/15/28	$ 11,632	$ 27,714	$ 39,347	$ 1,405	$ -	$ 808	$ -	$ -	$ 41,560
09/15/29	$ 12,371	$ 26,958	$ 39,329	$ 1,433	$ -	$ 783	$ -	$ -	$ 41,545
09/15/30	$ 13,109	$ 26,154	$ 39,263	$ 1,462	$ -	$ 757	$ -	$ -	$ 41,482
09/15/31	$ 14,033	$ 25,302	$ 39,335	$ 1,491	$ -	$ 729	$ -	$ -	$ 41,554
09/15/32	$ 14,956	$ 24,390	$ 39,346	$ 1,521	$ -	$ -	$ -	$ -	$ 40,866
09/15/33	$ 15,879	$ 23,418	$ 39,297	$ 1,551	$ -	$ -	$ -	$ -	$ 40,848
09/15/34	$ 16,987	$ 22,385	$ 39,372	$ 1,582	$ -	$ -	$ -	$ -	$ 40,955
09/15/35	$ 18,095	$ 21,281	$ 39,376	$ 1,614	$ -	$ -	$ -	$ -	$ 40,990
09/15/36	$ 19,203	$ 20,105	$ 39,308	$ 1,646	$ -	$ -	$ -	$ -	$ 40,954
09/15/37	$ 20,495	$ 18,857	$ 39,352	$ 1,679	$ -	$ -	$ -	$ -	$ 41,031
09/15/38	$ 21,788	$ 17,473	$ 39,261	$ 1,713	$ -	$ -	$ -	$ -	$ 40,974
09/15/39	$ 23,265	$ 16,003	$ 39,268	$ 1,747	$ -	$ -	$ -	$ -	$ 41,015
09/15/40	$ 24,927	$ 14,432	$ 39,359	$ 1,782	$ -	$ -	$ -	$ -	$ 41,141
09/15/41	$ 26,588	$ 12,750	$ 39,338	$ 1,818	$ -	$ -	$ -	$ -	$ 41,156
09/15/42	$ 28,435	$ 10,955	$ 39,390	$ 1,854	$ -	$ -	$ -	$ -	$ 41,244
09/15/43	$ 30,281	$ 9,036	$ 39,317	$ 1,891	$ -	$ -	$ -	$ -	$ 41,208
09/15/44	$ 32,312	$ 6,992	$ 39,304	$ 1,929	$ -	$ -	$ -	$ -	$ 41,233
09/15/45	$ 34,528	$ 4,811	$ 39,339	$ 1,967	$ -	$ -	$ -	$ -	$ 41,306
09/15/46	$ 36,744	$ 2,480	$ 39,224	$ 2,007	$ -	$ -	$ (39,417)	$ -	$ 1,814
Totals	$ 499,084	$ 690,930	$ 1,190,015	$ 46,950	$ 7,369	$ 14,222	$ (39,417)	$ (68,516)	$ 1,150,623

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-11
Annual Installments - Parcel No. 10

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 15,836	$ 15,836	$ 1,059	$ 1,431	$ 954	$ -	$ (16,894)	$ 2,385
09/15/17	$ -	$ 31,671	$ 31,671	$ 1,080	$ 1,431	$ 954	$ -	$ (32,751)	$ 2,385
09/15/18	$ 6,000	$ 31,671	$ 37,671	$ 1,102	$ 1,413	$ 942	$ -	$ (15,836)	$ 25,292
09/15/19	$ 6,353	$ 31,281	$ 37,634	$ 1,124	$ 1,394	$ 929	$ -	$ -	$ 41,080
09/15/20	$ 6,706	$ 30,868	$ 37,574	$ 1,146	$ 1,374	$ 916	$ -	$ -	$ 41,009
09/15/21	$ 7,058	$ 30,432	$ 37,491	$ 1,169	$ -	$ 902	$ -	$ -	$ 39,561
09/15/22	$ 7,588	$ 29,973	$ 37,561	$ 1,192	$ -	$ 887	$ -	$ -	$ 39,640
09/15/23	$ 8,117	$ 29,480	$ 37,598	$ 1,216	$ -	$ 870	$ -	$ -	$ 39,684
09/15/24	$ 8,647	$ 28,953	$ 37,599	$ 1,241	$ -	$ 853	$ -	$ -	$ 39,693
09/15/25	$ 9,176	$ 28,391	$ 37,567	$ 1,265	$ -	$ 835	$ -	$ -	$ 39,667
09/15/26	$ 9,705	$ 27,794	$ 37,500	$ 1,291	$ -	$ 815	$ -	$ -	$ 39,605
09/15/27	$ 10,411	$ 27,163	$ 37,575	$ 1,316	$ -	$ 794	$ -	$ -	$ 39,685
09/15/28	$ 11,117	$ 26,487	$ 37,604	$ 1,343	$ -	$ 772	$ -	$ -	$ 39,719
09/15/29	$ 11,823	$ 25,764	$ 37,587	$ 1,370	$ -	$ 749	$ -	$ -	$ 39,705
09/15/30	$ 12,529	$ 24,995	$ 37,524	$ 1,397	$ -	$ 723	$ -	$ -	$ 39,645
09/15/31	$ 13,411	$ 24,181	$ 37,592	$ 1,425	$ -	$ 697	$ -	$ -	$ 39,714
09/15/32	$ 14,293	$ 23,309	$ 37,603	$ 1,453	$ -	$ -	$ -	$ -	$ 39,056
09/15/33	$ 15,176	$ 22,380	$ 37,556	$ 1,483	$ -	$ -	$ -	$ -	$ 39,039
09/15/34	$ 16,235	$ 21,394	$ 37,628	$ 1,512	$ -	$ -	$ -	$ -	$ 39,141
09/15/35	$ 17,293	$ 20,339	$ 37,632	$ 1,542	$ -	$ -	$ -	$ -	$ 39,174
09/15/36	$ 18,352	$ 19,215	$ 37,567	$ 1,573	$ -	$ -	$ -	$ -	$ 39,140
09/15/37	$ 19,587	$ 18,022	$ 37,609	$ 1,605	$ -	$ -	$ -	$ -	$ 39,214
09/15/38	$ 20,823	$ 16,700	$ 37,522	$ 1,637	$ -	$ -	$ -	$ -	$ 39,159
09/15/39	$ 22,234	$ 15,294	$ 37,528	$ 1,670	$ -	$ -	$ -	$ -	$ 39,198
09/15/40	$ 23,822	$ 13,793	$ 37,616	$ 1,703	$ -	$ -	$ -	$ -	$ 39,319
09/15/41	$ 25,411	$ 12,185	$ 37,596	$ 1,737	$ -	$ -	$ -	$ -	$ 39,333
09/15/42	$ 27,175	$ 10,470	$ 37,645	$ 1,772	$ -	$ -	$ -	$ -	$ 39,417
09/15/43	$ 28,940	$ 8,636	$ 37,575	$ 1,807	$ -	$ -	$ -	$ -	$ 39,383
09/15/44	$ 30,881	$ 6,682	$ 37,563	$ 1,843	$ -	$ -	$ -	$ -	$ 39,406
09/15/45	$ 32,998	$ 4,598	$ 37,596	$ 1,880	$ -	$ -	$ -	$ -	$ 39,476
09/15/46	$ 35,116	$ 2,370	$ 37,486	$ 1,918	$ -	$ -	$ (37,671)	$ -	$ 1,733
Totals	$ 476,978	$ 660,327	$ 1,137,305	$ 44,870	$ 7,042	$ 13,592	$ (37,671)	$ (65,481)	$ 1,099,658

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-12
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 4,487	$ 4,487	$ 300	$ 405	$ 270	$ -	$ (4,787)	$ 676
09/15/17	$ -	$ 8,974	$ 8,974	$ 306	$ 405	$ 270	$ -	$ (9,280)	$ 676
09/15/18	$ 1,700	$ 8,974	$ 10,674	$ 312	$ 400	$ 267	$ -	$ (4,487)	$ 7,166
09/15/19	$ 1,800	$ 8,863	$ 10,663	$ 318	$ 395	$ 263	$ -	$ -	$ 11,640
09/15/20	$ 1,900	$ 8,746	$ 10,646	$ 325	$ 389	$ 260	$ -	$ -	$ 11,620
09/15/21	$ 2,000	$ 8,623	$ 10,623	$ 331	$ -	$ 256	$ -	$ -	$ 11,210
09/15/22	$ 2,150	$ 8,493	$ 10,643	$ 338	$ -	$ 251	$ -	$ -	$ 11,232
09/15/23	$ 2,300	$ 8,353	$ 10,653	$ 345	$ -	$ 247	$ -	$ -	$ 11,244
09/15/24	$ 2,450	$ 8,204	$ 10,654	$ 351	$ -	$ 242	$ -	$ -	$ 11,247
09/15/25	$ 2,600	$ 8,044	$ 10,644	$ 359	$ -	$ 237	$ -	$ -	$ 11,239
09/15/26	$ 2,750	$ 7,875	$ 10,625	$ 366	$ -	$ 231	$ -	$ -	$ 11,222
09/15/27	$ 2,950	$ 7,697	$ 10,647	$ 373	$ -	$ 225	$ -	$ -	$ 11,245
09/15/28	$ 3,150	$ 7,505	$ 10,655	$ 380	$ -	$ 219	$ -	$ -	$ 11,254
09/15/29	$ 3,350	$ 7,300	$ 10,650	$ 388	$ -	$ 212	$ -	$ -	$ 11,250
09/15/30	$ 3,550	$ 7,082	$ 10,632	$ 396	$ -	$ 205	$ -	$ -	$ 11,233
09/15/31	$ 3,800	$ 6,852	$ 10,652	$ 404	$ -	$ 197	$ -	$ -	$ 11,253
09/15/32	$ 4,050	$ 6,605	$ 10,655	$ 412	$ -	$ -	$ -	$ -	$ 11,066
09/15/33	$ 4,300	$ 6,341	$ 10,641	$ 420	$ -	$ -	$ -	$ -	$ 11,061
09/15/34	$ 4,600	$ 6,062	$ 10,662	$ 428	$ -	$ -	$ -	$ -	$ 11,090
09/15/35	$ 4,900	$ 5,763	$ 10,663	$ 437	$ -	$ -	$ -	$ -	$ 11,100
09/15/36	$ 5,200	$ 5,444	$ 10,644	$ 446	$ -	$ -	$ -	$ -	$ 11,090
09/15/37	$ 5,550	$ 5,106	$ 10,656	$ 455	$ -	$ -	$ -	$ -	$ 11,111
09/15/38	$ 5,900	$ 4,732	$ 10,632	$ 464	$ -	$ -	$ -	$ -	$ 11,096
09/15/39	$ 6,300	$ 4,334	$ 10,634	$ 473	$ -	$ -	$ -	$ -	$ 11,107
09/15/40	$ 6,750	$ 3,908	$ 10,658	$ 483	$ -	$ -	$ -	$ -	$ 11,141
09/15/41	$ 7,200	$ 3,453	$ 10,653	$ 492	$ -	$ -	$ -	$ -	$ 11,145
09/15/42	$ 7,700	$ 2,967	$ 10,667	$ 502	$ -	$ -	$ -	$ -	$ 11,169
09/15/43	$ 8,200	$ 2,447	$ 10,647	$ 512	$ -	$ -	$ -	$ -	$ 11,159
09/15/44	$ 8,750	$ 1,893	$ 10,643	$ 522	$ -	$ -	$ -	$ -	$ 11,166
09/15/45	$ 9,350	$ 1,303	$ 10,653	$ 533	$ -	$ -	$ -	$ -	$ 11,186
09/15/46	$ 9,950	$ 672	$ 10,622	$ 543	$ -	$ -	$ (10,674)	$ -	$ 491
Totals	$ 135,150	$ 187,101	$ 322,251	$ 12,714	$ 1,995	$ 3,851	$ (10,674)	$ (18,554)	$ 311,584

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B

Legal Descriptions for Parcels within PID

LEGAL DESCRIPTION
316.94 ACRES

EXHIBIT A

BEING a tract of land situated in the William Crabtree Survey, Abstract No. 346, Charles D. Merrill Survey, Abstract No. 957, Elmira Eveens Survey, Abstract No. 438, William Haden Thomas Survey, Abstract No. 213, H. McMillan Survey, Abstract No. 143, H. McMillan Survey, Abstract No. 853 and Jared Stephenson Survey, Abstract No. 258, City of Rowlett, Dallas County and Rockwall County, Texas; and being all of a tract of land described in Deed to City of Rowlett recorded in Instrument No. _____ of the Official Public Records of Dallas County, Texas; being part of Fuqua Road right-of-way, part of Dalrock Road right-of-way and part of Interstate Highway No. 30 right-of-way; and being more particularly described as follows;

BEGINNING at the intersection of the centerline of Fuqua Road (a variable width right-of-way) and the prolongation of the south line of Lakecrest Estates, an addition to the City of Rowlett according to the plat recorded in 84138, Page 1906 of said Deed Records;

THENCE departing said centerline of Fuqua Road and with said south line of Lakecrest Estates Addition, North 88°40'50" East, a distance of 2589.61 feet to the southeast corner of said Lakecrest Estates Addition and in the south line of a tract of land described as "Tract 2" in Warranty Deed to Missouri Kansas-Texas Railroad Company recorded in Volume 72212, Page 515 of said Deed Records; said point also being the beginning of a non-tangent curve to the left having a central angle of 38°37'49", a radius of 4633.66 feet, a chord bearing and distance of South 64°46'31" East, 3065.29 feet;

THENCE in a southeasterly direction, with said south line of the Missouri Kansas-Texas Railroad Company tract and with said curve to the left, an arc distance of 3124.13 feet to a point for corner at the intersection of said south line of the Missouri Kansas-Texas Railroad Company tract and the east right-of-way line of Dalrock Road (a variable width right-of-way);

THENCE departing said south line of the Missouri Kansas-Texas Railroad Company tract and with said east right-of-way line of Dalrock Road, the following courses and distances:

South 0°26'16" East, a distance of 280.48 feet to a point for corner;
South 89°33'44" West, a distance of 5.00 feet to a point for corner;
South 0°26'16" East, a distance of 349.63 feet to a point for corner;
South 30°08'56" East, a distance of 85.76 feet to a point for corner at the intersection of said east right-of-way line of Dalrock Road and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way);

THENCE with said north right-of-way line of Interstate Highway No. 30, the following courses and distances:

North 59°51'04" East, a distance of 909.03 feet to a point for corner;
South 30°08'56" East, a distance of 150.00 feet to a point for corner;
North 59°51'04" East, a distance of 500.00 feet to a point for corner;
North 54°43'34" East, a distance of 201.56 feet to a point for corner;
North 59°51'04" East, a distance of 84.81 feet to a point for corner;

THENCE departing said north right-of-way line of Interstate Highway No. 30, South 30°21'12" East, a distance of 415.59 feet to a point for corner in the south right-of-way line of said Interstate Highway No. 30;

BAYSIDE - PID BOUNDARY
316.9 ACRES
CITY OF ROWLETT
WILLIAM CRABTREE SURVEY, ABSTRACT NO. 346
ELMIRA EVEENS SURVEY, ABSTRACT NO. 438
CHARLES D. MERRILL SURVEY, ABSTRACT NO. 957
WILLIAM HADEN THOMAS SURVEY, ABSTRACT NO. 213
H. McMILLAN SURVEY, ABSTRACT NO. 143
H. McMILLAN SURVEY, ABSTRACT NO. 853 AND
JARED STEPHENSON SURVEY, ABSTRACT NO. 258
DALLAS COUNTY & ROCKWALL COUNTY, TEXAS

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
andy.dobbs@kimley-horn.com

STATE OF TEXAS
REGISTERED
J. ANDY DOBBS
6196
PROFESSIONAL
LAND SURVEYOR
7/31/15

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	APRIL 2015	064478000	1 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

THENCE with said south right-of-way line of Interstate Highway No. 30, South 59°38'48" West, a distance of 1411.44 feet to a point for corner in the 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE with said 435.5 foot contour line, the following courses and distances:

South 11°55'35" West, a distance of 13.30 feet to a point for corner;
South 83°55'34" East, a distance of 42.59 feet to a point for corner;
South 41°26'22" East, a distance of 22.81 feet to a point for corner;
North 84°26'38" East, a distance of 65.39 feet to a point for corner;
South 59°17'22" East, a distance of 176.45 feet to a point for corner;
South 48°46'22" East, a distance of 21.32 feet to a point for corner;
South 45°47'00" West, a distance of 31.45 feet to a point for corner;
South 26°22'16" East, a distance of 36.33 feet to a point for corner;
North 70°44'38" East, a distance of 69.54 feet to a point for corner;
South 49°36'30" East, a distance of 86.35 feet to a point for corner;
South 16°53'11" East, a distance of 90.81 feet to a point for corner;
South 28°32'17" West, a distance of 58.79 feet to a point for corner;
South 58°27'51" West, a distance of 238.99 feet to a point for corner;
South 69°33'01" West, a distance of 197.77 feet to a point for corner;
South 35°06'48" West, a distance of 147.15 feet to a point for corner;
South 11°57'05" West, a distance of 115.30 feet to a point for corner;
South 43°25'41" East, a distance of 251.60 feet to a point for corner;
South 53°03'14" East, a distance of 253.93 feet to a point for corner;
North 86°32'28" East, a distance of 214.90 feet to a point for corner;
North 58°46'44" East, a distance of 281.78 feet to a point for corner;
North 30°07'13" East, a distance of 21.71 feet to a point for corner;
North 56°49'51" East, a distance of 138.28 feet to a point for corner;
North 1°28'39" West, a distance of 18.10 feet to a point for corner;
North 74°07'21" East, a distance of 112.01 feet to a point for corner;
South 3°58'16" East, a distance of 20.21 feet to a point for corner;
North 77°08'51" East, a distance of 12.88 feet to a point for corner;
South 27°28'01" East, a distance of 20.33 feet to a point for corner;
South 74°24'40" East, a distance of 42.16 feet to a point for corner;
South 39°38'37" East, a distance of 39.65 feet to a point for corner;
South 35°13'43" East, a distance of 104.73 feet to a point for corner;
South 44°28'24" East, a distance of 100.03 feet to a point for corner;
South 27°26'58" East, a distance of 84.71 feet to a point for corner;
South 43°24'12" East, a distance of 57.43 feet to a point for corner;
South 72°34'05" East, a distance of 29.28 feet to a point for corner;
South 28°05'28" East, a distance of 22.60 feet to a point for corner;
South 36°39'54" West, a distance of 54.35 feet to a point for corner;

BAYSIDE - PID BOUNDARY
316.9 ACRES
CITY OF ROWLETT
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CHARLES D. MERRILL SURVEY, ABSTRACT NO. 957
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JARED STEPHENSON SURVEY, ABSTRACT NO. 258
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	APRIL 2015	064476900	2 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

South 44°39'22" East, a distance of 70.13 feet to a point for corner;
North 67°29'27" East, a distance of 182.05 feet to a point for corner;
North 67°06'21" East, a distance of 217.39 feet to a point for corner;
South 84°45'46" East, a distance of 12.17 feet to a point for corner;
South 26°39'20" East, a distance of 6.33 feet to a point for corner;
South 36°09'08" West, a distance of 12.52 feet to a point for corner;
South 63°52'18" West, a distance of 96.33 feet to a point for corner;
South 69°29'43" West, a distance of 163.46 feet to a point for corner;
South 62°20'43" West, a distance of 143.00 feet to a point for corner;
South 52°21'19" West, a distance of 193.69 feet to a point for corner;
South 45°30'50" West, a distance of 363.13 feet to a point for corner;
South 44°39'47" West, a distance of 370.91 feet to a point for corner;
South 41°22'25" West, a distance of 320.04 feet to a point for corner;
South 31°36'21" West, a distance of 65.70 feet to a point for corner;
North 83°25'46" West, a distance of 14.98 feet to a point for corner;
South 32°33'02" West, a distance of 95.59 feet to a point for corner;
South 35°46'16" East, a distance of 12.66 feet to a point for corner;
South 34°32'25" West, a distance of 36.10 feet to a point for corner;
South 62°18'16" West, a distance of 65.83 feet to a point for corner;
South 1°58'33" East, a distance of 51.91 feet to a point for corner;
South 26°50'42" West, a distance of 129.43 feet to a point for corner;
South 62°46'29" West, a distance of 41.91 feet to a point for corner;
South 11°12'59" East, a distance of 68.97 feet to a point for corner;
South 47°48'27" West, a distance of 23.25 feet to a point for corner;
South 4°36'15" East, a distance of 51.19 feet to a point for corner;
South 13°12'56" West, a distance of 141.85 feet to a point for corner;
South 54°03'35" West, a distance of 98.43 feet to a point for corner;
South 24°10'05" West, a distance of 172.42 feet to a point for corner;
South 49°53'37" West, a distance of 75.41 feet to a point for corner;
South 6°11'41" East, a distance of 73.51 feet to a point for corner;
South 47°12'32" West, a distance of 79.93 feet to a point for corner;
South 56°00'45" West, a distance of 90.47 feet to a point for corner;
South 72°18'27" West, a distance of 87.85 feet to a point for corner;
South 51°29'18" West, a distance of 89.24 feet to a point for corner;
South 85°34'12" West, a distance of 104.03 feet to a point for corner;
North 64°57'53" West, a distance of 54.08 feet to a point for corner;
North 81°43'17" West, a distance of 46.51 feet to a point for corner;
South 54°25'07" West, a distance of 52.94 feet to a point for corner;
North 55°16'55" West, a distance of 52.07 feet to a point for corner;
North 85°58'54" West, a distance of 47.93 feet to a point for corner;

BAYSIDE - PID BOUNDARY
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	APRIL 2015	064478000	3 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

South 63°14'45" West, a distance of 38.93 feet to a point for corner;
South 84°37'55" West, a distance of 51.06 feet to a point for corner;
South 25°45'34" West, a distance of 72.77 feet to a point for corner;
South 85°11'40" West, a distance of 75.08 feet to a point for corner;
North 39°34'51" West, a distance of 36.09 feet to a point for corner;
South 82°09'28" West, a distance of 27.25 feet to a point for corner;
South 9°14'30" West, a distance of 32.69 feet to a point for corner;
South 68°08'51" West, a distance of 33.00 feet to a point for corner;
North 22°48'58" West, a distance of 41.88 feet to a point for corner;
North 46°41'47" West, a distance of 99.21 feet to a point for corner;
North 23°23'14" East, a distance of 48.65 feet to a point for corner;
North 8°18'04" West, a distance of 69.76 feet to a point for corner;
North 38°05'11" West, a distance of 86.20 feet to a point for corner;
North 7°56'03" West, a distance of 143.95 feet to a point for corner;
North 16°14'28" East, a distance of 158.92 feet to a point for corner;
North 9°37'07" West, a distance of 132.27 feet to a point for corner;
North 27°15'57" West, a distance of 112.30 feet to a point for corner;
North 8°23'52" West, a distance of 151.50 feet to a point for corner;
North 6°05'24" East, a distance of 138.06 feet to a point for corner;
North 44°18'55" West, a distance of 122.01 feet to a point for corner;
North 6°31'27" West, a distance of 115.22 feet to a point for corner;
North 69°52'54" East, a distance of 59.70 feet to a point for corner;
North 27°40'34" East, a distance of 39.21 feet to a point for corner;
North 61°58'50" East, a distance of 128.80 feet to a point for corner;
North 8°55'12" East, a distance of 58.77 feet to a point for corner;
North 37°21'04" West, a distance of 164.91 feet to a point for corner;
North 3°33'00" West, a distance of 86.25 feet to a point for corner;
North 31°13'34" West, a distance of 123.36 feet to a point for corner;
North 87°16'52" West, a distance of 50.74 feet to a point for corner;
North 21°44'49" West, a distance of 143.68 feet to a point for corner;
North 32°09'38" West, a distance of 87.20 feet to a point for corner;
North 64°21'16" West, a distance of 94.15 feet to a point for corner;
South 81°56'58" West, a distance of 92.62 feet to a point for corner;
North 74°45'07" West, a distance of 52.60 feet to a point for corner;
North 50°15'56" West, a distance of 30.71 feet to a point for corner;
North 24°14'09" East, a distance of 20.52 feet to a point for corner;
North 30°17'25" West, a distance of 102.90 feet to a point for corner;
North 74°27'55" West, a distance of 26.37 feet to a point for corner;
North 7°10'36" West, a distance of 35.90 feet to a point for corner;
North 41°21'59" East, a distance of 15.79 feet to a point for corner;

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	APRIL 2015	064476000	4 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

North 6°29'38" West, a distance of 134.90 feet to a point for corner;
North 25°48'14" West, a distance of 88.29 feet to a point for corner;
North 56°22'03" West, a distance of 58.31 feet to a point for corner in said south right-of-way line of Interstate Highway No. 30;

THENCE with said south right-of-way line of Interstate Highway No. 30, South 61°35'17" West, a distance of 660.43 feet to a point for corner;

THENCE departing said south right-of-way line of Interstate Highway No. 30, North 28°20'16" West, a distance of 445.80 feet to a point for corner in said north right-of-way line of Interstate Highway No. 30;

THENCE with said north right-of-way line of Interstate Highway No. 30, the following courses and distances:
North 61°39'44" East, a distance of 328.90 feet to a point for corner;
North 58°14'01" East, a distance of 265.47 feet to a point for corner;
North 42°57'13" East, a distance of 41.07 feet to a point for corner in said 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE with said 435.5 foot contour line, the following courses and distances:
North 15°11'07" East, a distance of 33.95 feet to a point for corner;
North 38°32'25" West, a distance of 41.98 feet to a point for corner;
North 1°20'09" West, a distance of 33.21 feet to a point for corner;
North 21°50'43" West, a distance of 133.00 feet to a point for corner;
North 0°47'38" East, a distance of 13.66 feet to a point for corner;
North 45°35'38" West, a distance of 76.21 feet to a point for corner;
South 70°42'21" West, a distance of 26.72 feet to a point for corner;
North 36°29'31" West, a distance of 156.89 feet to a point for corner;
North 20°24'02" West, a distance of 59.62 feet to a point for corner;
North 10°49'43" West, a distance of 70.35 feet to a point for corner;
North 63°11'51" West, a distance of 27.62 feet to a point for corner;
North 26°44'09" West, a distance of 52.54 feet to a point for corner;
North 51°02'08" West, a distance of 56.72 feet to a point for corner;
North 12°36'06" West, a distance of 32.17 feet to a point for corner;
North 54°59'42" West, a distance of 13.53 feet to a point for corner;
North 26°47'59" West, a distance of 78.12 feet to a point for corner;
North 18°55'22" West, a distance of 118.54 feet to a point for corner;
North 29°41'22" West, a distance of 285.54 feet to a point for corner;
North 61°37'55" West, a distance of 57.22 feet to a point for corner;
North 48°48'30" West, a distance of 170.35 feet to a point for corner;
North 68°04'18" West, a distance of 64.90 feet to a point for corner;
South 73°26'00" West, a distance of 50.10 feet to a point for corner;

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	APRIL 2015	064478300	5 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

North 67°01'05" West, a distance of 219.00 feet to a point for corner;
North 56°10'58" West, a distance of 88.62 feet to a point for corner;
North 42°54'06" West, a distance of 88.55 feet to a point for corner;
North 77°26'37" West, a distance of 14.91 feet to a point for corner;
North 41°03'10" West, a distance of 118.70 feet to a point for corner;
North 68°20'31" West, a distance of 33.72 feet to a point for corner;
North 43°16'20" West, a distance of 33.69 feet to a point for corner;
North 12°55'12" West, a distance of 28.76 feet to a point for corner;
North 56°26'01" East, a distance of 19.57 feet to a point for corner;
North 8°29'37" East, a distance of 16.03 feet to a point for corner;
North 49°37'34" West, a distance of 12.59 feet to a point for corner;
South 66°57'09" West, a distance of 32.84 feet to a point for corner;
North 21°54'42" West, a distance of 15.83 feet to a point for corner;
North 14°46'54" East, a distance of 12.29 feet to a point for corner;
North 27°10'03" West, a distance of 80.01 feet to a point for corner;
North 52°12'49" West, a distance of 35.85 feet to a point for corner;
North 19°51'16" West, a distance of 139.14 feet to a point for corner;
North 23°07'43" West, a distance of 108.57 feet to a point for corner;
North 17°54'51" West, a distance of 163.14 feet to a point for corner;
North 6°03'42" West, a distance of 57.89 feet to a point for corner;
North 42°35'35" West, a distance of 36.45 feet to a point for corner;
North 4°01'07" East, a distance of 10.14 feet to a point for corner;
North 73°05'02" West, a distance of 24.74 feet to a point for corner;
South 55°37'53" West, a distance of 29.44 feet to a point for corner;
South 26°16'09" West, a distance of 95.55 feet to a point for corner;
South 16°41'17" West, a distance of 106.41 feet to a point for corner;
South 3°26'33" West, a distance of 32.45 feet to a point for corner;
South 10°58'31" East, a distance of 105.46 feet to a point for corner;
South 3°05'45" West, a distance of 30.72 feet to a point for corner;
South 33°27'45" West, a distance of 23.96 feet to a point for corner;
South 4°20'08" West, a distance of 67.61 feet to a point for corner;
South 16°40'02" West, a distance of 139.95 feet to a point for corner;
South 26°54'01" West, a distance of 104.86 feet to a point for corner;
South 15°16'32" East, a distance of 87.29 feet to a point for corner;
South 35°56'54" East, a distance of 168.48 feet to a point for corner;
South 37°16'35" East, a distance of 150.16 feet to a point for corner;
South 31°33'52" East, a distance of 34.48 feet to a point for corner;
South 47°51'44" West, a distance of 16.29 feet to a point for corner;
North 42°31'23" West, a distance of 83.69 feet to a point for corner;
North 35°29'04" West, a distance of 256.66 feet to a point for corner;

BAYSIDE - PID BOUNDARY
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N/A	SLJ	DAB	APRIL 2015	064478300	6 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

North 48°31'41" West, a distance of 62.23 feet to a point for corner;
South 75°38'20" West, a distance of 120.99 feet to a point for corner;
North 70°07'41" West, a distance of 129.33 feet to a point for corner;
North 50°02'26" West, a distance of 194.59 feet to a point for corner;
North 36°19'48" West, a distance of 205.49 feet to a point for corner;
North 56°37'29" West, a distance of 236.89 feet to a point for corner;
North 82°58'53" West, a distance of 567.27 feet to a point for corner;
South 85°44'24" West, a distance of 91.58 feet to a point for corner;
North 85°08'56" West, a distance of 283.18 feet to a point for corner;
South 78°34'59" West, a distance of 69.18 feet to a point for corner;
North 27°25'45" West, a distance of 32.06 feet to a point for corner;
North 3°29'38" East, a distance of 38.39 feet to a point for corner;
North 30°12'30" West, a distance of 50.91 feet to a point for corner;
North 72°12'24" West, a distance of 98.50 feet to a point for corner;
North 60°38'46" West, a distance of 79.08 feet to a point for corner;
North 0°00'00" East, a distance of 159.01 feet to a point for corner;
North 70°56'23" West, a distance of 55.72 feet to a point in said centerline of Fuqua Road at the beginning of a non-tangent curve to the right having a central angle of 24°05'12", a radius of 532.29 feet, a chord bearing and distance of North 14°51'05" West, 222.13 feet;

THENCE with said centerline of Fuqua Road, the following courses and distances:
In a northwesterly direction, with said curve to the right, an arc distance of 223.77 feet to a point for corner;
North 2°34'23" West, a distance of 340.87 feet to the **POINT OF BEGINNING** and containing 316.9 acres of land.

The following benchmarks were used to establish the 435.5' contour elevation based on National Geodetic Survey North American Vertical Datum of 1988 (NAVD88) elevations:

BM#1 National Geodetic Survey Marker Designation - V1496, PID - CS2520, and being 11.6 KM (7.2 MI) easterly along the Missouri Kansas Texas Railroad from the station in Garland, or 2.7 km (1.7 mi) southwesterly along State Highway 205 from its junction with State Highway 66 in Rockwall. **THENCE** 7.5 km (4.65 mi) southwesterly along Interstate Highway 30. **THENCE** 0.5 km (0.3 mi) north along Dalrock Road, **THENCE** 1.4 km northwesterly along Chiesa Road, 15.0 m (49.2 ft.) northeast of the near rail, 13.0 m (42.7 ft.) northwest of the extended center of a paved road leading east, 8.9 m (29.2 ft.) southwest of the center of the road, and 1.2 m (3.8 ft.) northwest of utility pole number 297-445-6922. Note--access to datum point is had through a 5-inch logo cap the mark is 0.3 meters from a witness post the mark is 0.3 m below the road.
N:7011234.266, E:2573050.53, ELEV:469.23

BM#2 Square with "X" cut in concrete set on the north side of Interstate Highway No. 30, ±5 feet south of mile marker no. 65.
N:7009236.215, E:2579686.608, ELEV:447.56

BM#3 Square with "X" cut in on north side of Interstate Highway No. 30, ±5 feet south of mile marker no. 64
N:7008589.138, E:2575027.503, ELEV:447.69

BAYSIDE - PID BOUNDARY
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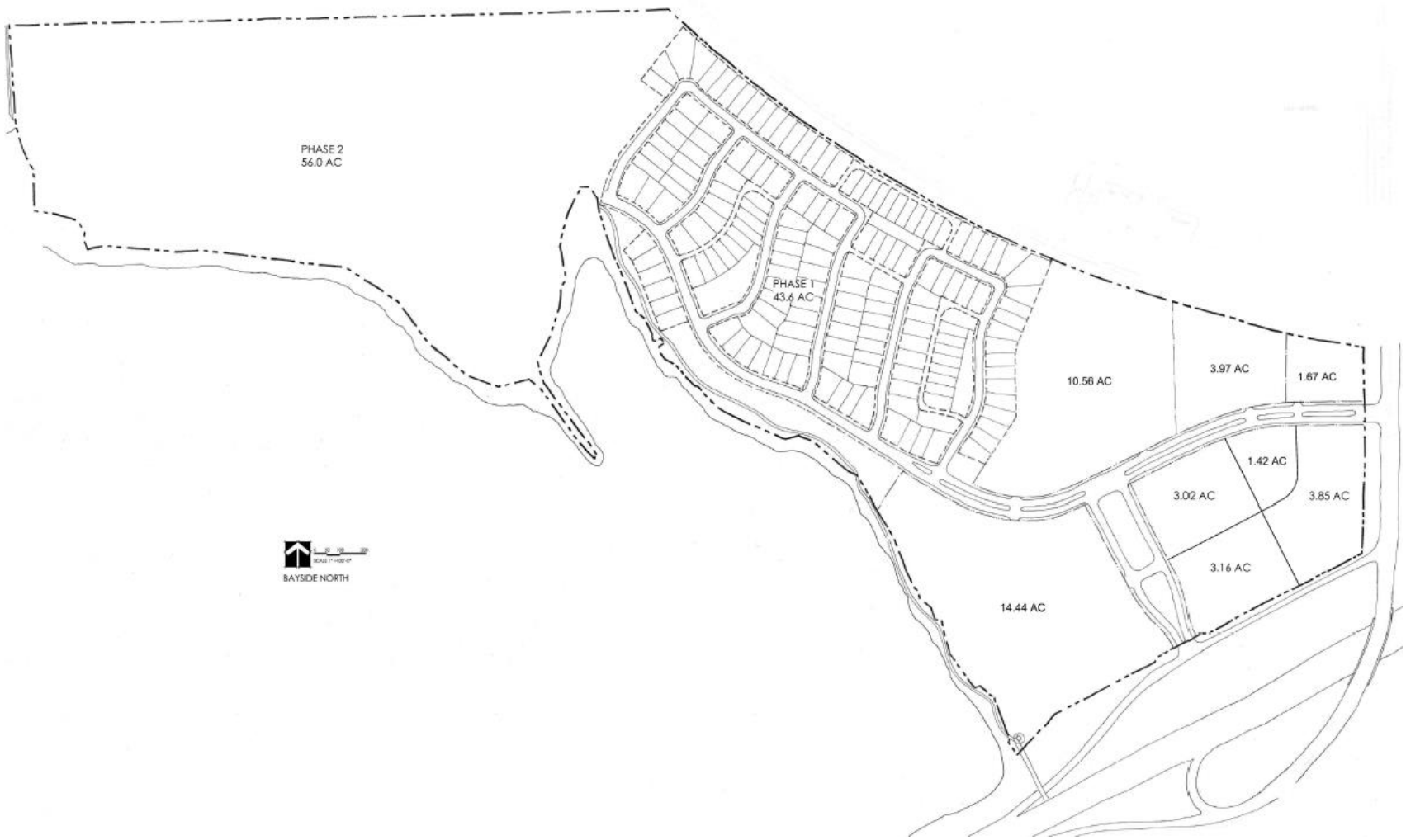
Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
N/A	JLL	DAB	APRIL 2015	064478000	7 OF 7

Appendix C

Parcel Map



Appendix D

Tax Equivalent Rate and Leverage Value per Land Use

North Improvement Area

Pod	Lot Type	Units/SF	Appraised Value per Unit/SF	Assessed Value per Unit/SF	Lot Value per Unit/SF	Total Assessment per Unit/SF	Annual Installment per Unit/SF	Tax Rate (per $100 Assessed Value)	Tax Rate (per $100 Appraised Value)	Tax Rate (per $100 Lot Value)	Leverage (Home Value)	Leverage (Appraised Value)	Leverage (Lot Value)
1	40' Single Family	33	$ 63,936	$ 350,000	$ 66,000	$ 13,996	$ 1,137	$ 0.32	$ 1.78	$ 1.72	25.01	4.57	4.72
1	50' Single Family	67	$ 73,069	$ 400,000	$ 82,500	$ 15,995	$ 1,300	$ 0.32	$ 1.78	$ 1.58	25.01	4.57	5.16
1	60' Single Family	66	$ 82,203	$ 450,000	$ 99,000	$ 17,994	$ 1,462	$ 0.32	$ 1.78	$ 1.48	25.01	4.57	5.50
2	40' Single Family	38	$ 32,324	$ 354,669	$ 66,881	$ 14,182	$ 1,152	$ 0.32	$ 3.57	$ 1.72	25.01	2.28	4.72
2	50' Single Family	78	$ 36,455	$ 400,000	$ 82,500	$ 15,995	$ 1,300	$ 0.32	$ 3.57	$ 1.58	25.01	2.28	5.16
2	60' Single Family	76	$ 41,012	$ 450,000	$ 99,000	$ 17,994	$ 1,462	$ 0.32	$ 3.57	$ 1.48	25.01	2.28	5.50
3	Multifamily	338	$ 15,976	$ 150,000	$ 14,974	$ 5,998	$ 487	$ 0.32	$ 3.05	$ 3.25	25.01	2.66	2.50
4	Multifamily	462	$ 17,532	$ 150,000	$ 14,974	$ 5,998	$ 487	$ 0.32	$ 2.78	$ 3.25	25.01	2.92	2.50
5	Commercial	29,315	$ 63	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.16	$ 2.46	25.01	7.01	3.31
6	Commercial	69,690	$ 33	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 2.22	$ 2.46	25.01	3.67	3.31
7	Commercial	24,927	$ 44	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.66	$ 2.46	25.01	4.90	3.31
8	Commercial	67,583	$ 55	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.32	$ 2.46	25.01	6.15	3.31
9	Commercial	55,471	$ 41	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.79	$ 2.46	25.01	4.53	3.31
10	Commercial	53,014	$ 37	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.96	$ 2.46	25.01	4.15	3.31

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/01/16 **AGENDA ITEM**: 8B

TITLE

Consider the adoption of an ordinance approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" and approving various documents related to such bonds.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Kim Galvin, Director of Finance
Jim Grabenhorst, Director of Economic Development
David Berman, City Attorney

SUMMARY

In May 2015, the City of Rowlett and the City of Dallas completed the sale of the Elgin B. Robertson property and boundary adjustment into Rowlett's municipal jurisdiction. As part of that sale transaction, the City of Rowlett entered into a Development Agreement with Bayside Land Partners LLC for development of the property into Bayside that would require, among other things, the creation of a Public Improvement District (PID) to enable and facilitate adequate funding for infrastructure and maintenance of certain improvements.

On September 15, 2015, the Rowlett City Council authorized the creation of the Bayside Public Improvement District and on February 2, 2016, the Rowlett City Council called for a public hearing and approved a resolution determining the costs of the authorized improvements and accepting a preliminary service and assessment plan (SAP). A companion item on the March 1, 2016, Rowlett City Council held the public hearing and authorized an ordinance accepting and approving the SAP (Attachment 1) and assessment roll for the PID. Therefore, the purpose of this item is to authorize the issuance and sale of the special assessment revenue bonds and other related documents for the bonds.

BACKGROUND INFORMATION

The Bayside property consists of approximately 257 acres along Interstate 30 at the Dalrock Road interchange (see aerial map on following page). The north tract is located in Dallas County and consists of approximately 142 acres and the south tract is located in both Dallas County and Rockwall County and consists of approximately 115 acres.

The property was originally acquired by the City of Dallas in 1966 as part of the Forney Reservoir development, which is now known as Lake Ray Hubbard and was designated as a “park” upon its purchase. The property is approximately ten miles outside of the main city limits of the City of Dallas.

The City of Rowlett and City of Dallas have had ongoing discussions over the past decade regarding the potential sale and boundary adjustment of this property. In order for a potential sale to occur, the City of Dallas needed voter approval to “de-park” the property. In November 2010, the City of Dallas placed a ballot proposition for voter approval and that proposition was rejected. In May 2013, the City of Dallas again placed ballot language for voter approval and that ballot proposition passed opening the door for the negotiations to begin in earnest.

On February 5, 2015, the Dallas Parks Board took action to recommend approval of the sale of the Bayside property to the City of Rowlett. On February 25, 2015, the Dallas City Council took action approving the interlocal agreement and the first of two sets of approvals for the resultant boundary adjustments. On March 17, 2015, Rowlett City Council approved the following items:

- Interlocal Agreement with the City of Dallas for the acquisition of the Bayside property (Resolution No. 029-15)
- Boundary Adjustments that would amend Rowlett's municipal jurisdiction to include the Bayside property (Ordinance No. 010-15)
- Amendment to the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett relating to the Take Line area (Resolution No. 030-15)
- Approval of a purchase and sale agreement with Donahue Development Corporation for the conveyance of the Bayside property (approximately 257 acres) pursuant to a Tax Increment Reinvestment Zone (Resolution No. 031-15)

DISCUSSION

At the March 27, 2015, City Council Work Session, the City's financial advisors, First Southwest presented an overview on Public Improvement Districts, which included a general description; criteria for establishing; the Service and Assessment plan and responsibility of the City.

Chapter 372 (Texas Local Government Code), authorizes the City to create public improvement districts and subject to the landowner petition filed with the City Secretary by Bayside Land Partners LLC, staff has reviewed said petition and determined that it complies with the requirements of Chapter 372 (Texas Local Government Code) and the filing of the petition was accepted. The City Council called a Public Hearing and provided notice of same at least fifteen days prior to the hearing which occurred on September 15, 2015.

The Bayside Public Improvement District will encompass approximately 317 acres, however the Improvement Areas will be defined and assessments levied based on two distinct areas; the North Improvement Area (property north of Interstate 30) and the South Improvement Area (property south of Interstate 30). The SAP provides for the issuance of PID bonds and the levying of a special assessment for the North Improvement Area only. It is anticipated that future bond issuances and assessments will be levied for the South Improvement Area. The following ordinance and associated documents will authorize the issuance and sale of the "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" bonds.

FISCAL IMPACT/BUDGET IMPLICATIONS

The cost of the authorized improvements as referenced in the SAP and any future improvements as authorized under annual service plans are to be financed from assessments levied against the property as apportioned solely to the PID property. The City is not responsible for any costs, as the authorized improvements will be paid solely from assessments levied against the PID property and from the proceeds of PID special revenue bonds issued by the City and secured solely by the assessments.

No other City funds, revenue, taxes or income of any kind shall be used to pay the costs of the authorized improvements unless approved by the City Council. The City will handle the administrative responsibilities for the creation of the PID and issuance of PID special revenue bonds along with the annual administration and reporting. Costs associated with handling this

administrative role are reimbursable expenses to the City as part of the PID, which are currently estimated at $45,000 annually increasing at 2.0 percent per year. Because of the nature of this type of debt, it will not have an impact on the City's bond rating or bonding capacity.

RECOMMENDED ACTION

Staff, the City's financial advisor and bond counsel recommend approval of the ordinance approving the issuance and sale of "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" and approving various documents related to such bonds.

ORDINANCE

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF ROWLETT, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016 (BAYSIDE PUBLIC IMPROVEMENT DISTRICT NORTH IMPROVEMENT AREA PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Rowlett, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, has previously established the "Bayside Public Improvement District" (the "District"); and

WHEREAS, pursuant to the PID Act, the City Council of the City (the "Council") published notice of the assessment hearing in a newspaper of general circulation in the City, and held a public hearing on March 1, 2016, regarding the levy of special assessments within the District, and on such date, the Council adopted Ordinance No. _____ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Service and Assessment Plan (as defined and described in the Assessment Ordinance, the "Service and Assessment Plan") relating to the District and levied the Assessments (as defined in the Service and Assessment Plan, the "Assessments") against the Assessment Roll (as defined and described in the Service and Assessment Plan, the "Assessment Roll"). Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below); and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying a portion of the Costs, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the North Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the North Improvements, (ii) the form, terms and provisions of an indenture of trust securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) a Limited Offering Memorandum (defined below) and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of (i) paying a portion of the Costs, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the North Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture"), dated as of March 1, 2016, between the City and Wilmington Trust, N.A., as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The

Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Bond Purchase Agreement may be attested by the City Secretary.

Section 4. Limited Offering Memorandum. The form and substance of the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Limited Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Limited Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the North Improvements, the Developer or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such

changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

Section 6. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 7. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

ATTACHMENTS

Exhibit A – Bond Indenture of Trust
Exhibit B – Bond Purchase Agreement
Exhibit C – Continuing Disclosure Agreement
Attachment 1 – Bayside Service and Assessment Plan

EXHIBIT A

INDENTURE OF TRUST

By and Between

CITY OF ROWLETT, TEXAS

and

WILMINGTON TRUST, N.A.,
as Trustee

DATED AS OF MARCH 1, 2016

SECURING

$_____

CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT NORTH IMPROVEMENT AREA PROJECT)

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EXHIBIT A DESCRIPTION OF THE PROPERTY WITHIN THE BAYSIDE PUBLIC IMPROVEMENT DISTRICT

INDENTURE OF TRUST

THIS INDENTURE, dated as of March 1, 2016, is by and between the CITY OF ROWLETT, TEXAS (the "*City*"), and Wilmington Trust, N.A., 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, on August 11, 2015, a petition was submitted and filed with the City Secretary of the City (the "*City Secretary*") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*Act*" or "*PID Act*"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as Bayside Public Improvement District (the "*District*" or "*PID*"); and

WHEREAS, the petition contained the signatures of the owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Rockwall Central Appraisal District and the Dallas Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on September 15, 2015, after due notice, the City Council of the City (the "*City Council*") held the 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 and on September 15, 2015, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution 113-15, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of Resolution 113-15, the City published notice of its authorization of the District in 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 20 days after the date of publication of such notice; and

WHEREAS, on [February __], 2016, the City, pursuant to Section 372.0l6(b) of the PID Act, published notice of a public hearing in a newspaper of general circulation in the City to consider the proposed "*Assessment Roll*" and the "*Service and Assessment Plan*" and the levy of the "*Assessments*" on property in the District; and

WHEREAS, the City, pursuant to Section 372.0l6(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the 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 public hearing on [March 1], 2016, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and

the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Costs, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, at the [March 1], 2016 public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Costs, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the City Council closed the public hearing and, after considering all written and documentary evidence presented at the public hearing, including all written comments and statements filed with the City, at a meeting held on [March 1], 2016, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying the Costs, (ii) paying interest on the Bonds during and after the period of acquisition and construction of the North Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" (the "*Bonds*"), such Bonds being payable solely from the Assessments and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created 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, as herein defined, including 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 of the foregoing property and proceeds from the investment of the foregoing property;

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, 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 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;

IN ADDITION, the Bonds are special obligations of the City payable solely from the Pledged Revenues, 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 of the Bonds shall never have the right to demand payment thereof out of any funds of the City other than the Pledged Revenues. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Pledged Revenues.

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:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of this Indenture.

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

"*Administrative Expenses*" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Roll, (iii) computing, levying, billing, collecting and transmitting the Assessments or the Annual Installments thereof, (iv) maintaining the record of Assessments, including payments, reallocations and/or cancellations of the Assessments or Annual Installments thereof, (v) issuing, making debt service payments on, and redeeming the Bonds, (vi) investing or depositing the Assessments or other monies, (vii) complying with the PID Act with respect to the Bonds, (viii) paying the Paying Agent/Registrar's and the Trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the Bonds, and (ix) City costs of administering the construction of the North Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administrative Expenses.

"*Administrator*" means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means, with respect to each Assessed Property, each annual payment of: (i) the Assessments as shown on the applicable Assessment Roll or in an Annual Service Plan Update, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Administrative Expenses, (iii) the prepayment reserve and (iv) the delinquency reserve.

"*Annual Service Plan Update*" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States of America, 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 the property located in the North Improvement Area that benefits from the North Improvements.

"*Assessment Ordinance*" means Ordinance No. _____ adopted by the City Council on [March 1], 2016, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

"*Assessment Revenues*" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Roll*" means the "North Improvement Area Assessment Roll", which document is attached to the Service and Assessment Plan as Appendix A, as updated, modified or amended from time to time.

"*Assessments*" means an assessment levied against Assessed Property based on the special benefit conferred on such Parcels by the North Improvements.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means $100,000 and any integral multiple of $5,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than $100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect.

"*Authorized Improvements*" mean those improvements authorized by Section 372.003 of the PID Act for which Assessments are levied, including those described in the Service and Assessment Plan.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. 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 Date*" means the date designated as the dated date of the Bonds by Section 3.2(a) of this Indenture.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4.

"*Bond Ordinance*" means Ordinance No. _____ adopted by the City Council on [March 1], 2016 authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Pledged Revenue Account*" means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on the day prior to October 1 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" and, in the event the City issues Refunding Bonds pursuant to Section 13.2 hereof, the term "Bonds" shall include such Refunding Bonds.

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

"*Capitalized Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Certificate for Payment*" means a certificate substantially in the form of Exhibit A attached to the Reimbursement Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Costs thereof, and requesting payment for such Costs from money on deposit in the Project Fund as further described in the Reimbursement Agreement and Section 6.5 of this Indenture.

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

"*City Order*" means written instructions by the City, executed by a City Representative.

"*City Representative*" means that 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.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Costs*" means the Actual Costs, as defined in the SAP (excluding Administrative Expenses), for the North Improvements, as such amounts are set forth in the SAP.

"*Costs of Issuance Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

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

"*Delinquency Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Delinquency Reserve Requirement*" means an amount equal to 4% of the principal amount of the then Outstanding Bonds, which amount will be funded from Assessments and Annual Installments deposited into the Pledged Revenue Fund in accordance with the terms of this Indenture.

"*Delinquent Collection Costs*" means, for a Parcel, interest, penalties and attorneys' fees that are authorized by the PID Act and by the Assessment Ordinance and that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent payments due under the SAP, including costs and expenses related to the foreclosure of liens.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office 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 Bayside District Partners LLC, a Texas limited liability company, and any successor thereto.

"*Developer Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*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.

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

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all 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 Bonds*" means the Initial Bonds authorized by Section 5.2 of 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 15 and September 15 of each year, commencing _____, 2016.

"*Investment Securities*" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which 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.

"*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.

"*North Improvement Area Bond Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*North Improvement Area*" means that portion of the District generally shown on Table II-B of the Service and Assessment Plan and as specifically described in Appendix B to the Service and Assessment Plan.

"*North Improvements*" means the Authorized Improvements which only benefit property located in the North Improvement Area and are described in Section III.B. and in Table III-A of the Service and Assessment Plan.

"*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, (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to

Section 3.10 and (iv) Bond alleged to have been mutilated, destroyed, cost or stolen which have been paid as provided in this Indenture.

"*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 3.11.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the District identified by either a tax map identification number assigned by the Rockwall Central Appraisal District and the Dallas Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Rockwall County and Dallas County, respectively.

"*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.

"*Pledged Funds*" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund (excluding the Developer Improvement Account), 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.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Administrative Expenses and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (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.

"*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 an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"*Prepayment Costs*" means interest and expenses to the date of Prepayment, plus any additional expenses related to the Prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any Prepayment.

"*Prepayment Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Prepayment Reserve Requirement*" means an amount equal to 1.5% of the principal amount of the then Outstanding Bonds, which amount will be funded from Assessments and

Annual Installments deposited into the Pledged Revenue Fund in accordance with the terms of this Indenture.

"*Principal and Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

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

"*Purchaser*" means the initial purchaser of the Bonds.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

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

"*Record Date*" means the close of business on the [last 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.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Outstanding Bonds and secured by a parity lien with the Outstanding Bonds on the Pledged Revenues, as more specifically described in the indenture authorizing such Refunding Bonds.

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

"*Reimbursement Agreement*" means the Reimbursement Agreement by and between the City and the Developer, dated as of February 2, 2016, as may be amended and/or supplemented from time to time.

"*Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Reserve Fund Obligations*" means cash or Investment Securities.

"*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, and (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 Section 6.7(c); and provided further that as a result of (1) a mandatory sinking fund redemption pursuant to Section 4.2, (2) an optional redemption pursuant to Section 4.3 or (3) an extraordinary optional redemption pursuant to Section 4.4, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is $_____ which is an amount equal to Maximum Annual Debt Service on the Bonds as of the date of issuance.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*Special Record Date*" has the meaning set forth in in the form of Bond included in Section 5.2 hereof.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and a 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.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

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

"*Trustee*" means Wilmington Trust, N.A. 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.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing

the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price.

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.**

(a) 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.

(b) 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.

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

(d) 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.**

(a) The Bonds, as to principal, interest and redemption premium, if any, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, which is the date of the delivery of this

Indenture, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, 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 State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code 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 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. 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 and/or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and/or 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 Owner, 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, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Costs, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the North Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

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

(a) The Bonds shall be dated the date of the initial delivery thereof (the "*Bond Date*") 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.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond 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 on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing _____, 2016, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest at the rates set forth below:

Year	Principal Amount	Interest Rate
20__		
20__		
20__		
20__		

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

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 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 Reimbursement Agreement with all executed amendments thereto;

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

(e) an executed 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.

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 or Special Record Date, as applicable.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, 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, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the 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 holders 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.

Section 3.5. **Execution and Registration of Bonds.**

(a) The Bonds shall be executed on behalf of the City by the Mayor 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, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(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 and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, 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. **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 Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or 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 3.7. **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 maintain a copy of the Register, 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.

(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 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.

Section 3.8. **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. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall dispose of cancelled Bonds in accordance with its record retention policies.

Section 3.9. **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 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, 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 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 3.11. **Book-Entry-Only System.**

(a) 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.

(b) 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 will 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 Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. **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 3.13. **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 maturing on September 15 in the years 20__, 20__ and 20__ (collectively, the "*Term 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 equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption 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 sinking fund installments as set forth in the following schedule:

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Stated Maturity.

(b) At least thirty (30) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds required to be redeemed on any 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 30 days prior to the 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 required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. **Optional Redemption.**

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price (expressed as a percentage of principal amount) applicable to the date of redemption falling within the applicable redemption period, as set forth in the following schedule, plus accrued interest to the date of redemption:

Redemption Period	Redemption Price
September 15, 20__ through September 14, 20__	103%
September 15, 20__ through September 14, 20__	102%
September 15, 20__ through September 14, 20__	101%
September 15, 20__ and thereafter.	100%

Section 4.4. **Extraordinary Optional Redemption.**

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the fifteenth day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Sections 6.7(a) and 6.7(c)) or any other transfers to the Redemption Fund under the terms of this Indenture.

Section 4.5. **Partial Redemption.**

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of $5,000 by any method selected by the Trustee that results in a random selection, provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange 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 first class United States mail, postage prepaid, not less than 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.

(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, 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 this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

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 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.

ARTICLE V

FORM OF THE BONDS

Section 5.1. **Form Generally.**

(a) The Bonds, including the Registration Certificate of the Comptroller, 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 this Article 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 may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(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 NO. _____	United States of America State of Texas	REGISTERED $_____

CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT NORTH
IMPROVEMENT AREA PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 15, 20__	[March __], 2016	_____ ___

The City of Rowlett, Texas (the "*City*"), for value received, hereby promises to pay, solely from the Pledged Revenues, 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 15 and September 15 of each year, commencing _____, 2016.

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 Wilmington, Delaware (the "*Designated Payment/Transfer Office*"), of Wilmington Trust, N.A., as trustee and paying agent/registrar (the "*Trustee*"), 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 [last 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 for 30 days 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 (which shall be 15 days after the Special Record Date) shall be sent at least five 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 as of the Date of Delivery and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of March 1, 2016 (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 holders of the Bonds, 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 holder 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 Costs, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the North Improvements, (iii) funding a reserve fund for payment of principal

and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Pledged Revenues. 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.

IN THE INDENTURE, THE CITY HAS RESERVED THE RIGHT to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

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 denominations of $100,000 and any multiple of $5,000 in excess thereof ("*Authorized Denominations*"). The City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than $100,000, and any attempt to do so will be void and of no effect.

The Bonds maturing on September 15 in the years 20__, 20__ and 20__ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part a redemption price equal to the principal amount thereof 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 sinking fund installments as set forth in the following schedule:

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Stated Maturity.

At least thirty (30) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the sinking fund installments of such Bonds to be redeemed, 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 required to be redeemed on any 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 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price (expressed as a percentage of principal amount) applicable to the date of redemption falling within the applicable redemption period, as set forth in the following schedule, plus accrued interest to the date of redemption:

Redemption Period	Redemption Price
September 15, 20__ through September 14, 20__	103%
September 15, 20__ through September 14, 20__	102%
September 15, 20__ through September 14, 20__	101%
September 15, 20__ and thereafter.	100%

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the fifteenth day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for 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.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 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 notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture 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.

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 holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, 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 holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders 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 Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

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.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, ROCKWALL COUNTY, TEXAS, DALLAS 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.

_____	_____
City Secretary	Mayor

[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.

WILMINGTON TRUST, N.A., 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 and address, including 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 register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

_____ _____

_____

Authorized Signatory

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.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, 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 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates"

(Information to be inserted from Section 3.2(b)); and

(iii) the Initial Bond shall be numbered T-1.

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, 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, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The City prohibits any Bond to be issued in a denomination of less than $100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **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.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account;

(B) Prepayment Reserve Account; and

(C) Delinquency Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) North Improvement Area Bond Improvement Account;

(B) Developer Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account 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. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

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 Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Reserve Account of the Reserve Fund: $_____, which is equal to the initial Reserve Account Requirement;

(iii) to the Costs of Issuance Account of the Project Fund: $_____; and

(iv) to the North Improvement Area Bond Improvement Account of the Project Fund: $_____.

(b) Funds received from the Developer or other sources on the Closing Date in the amount of $_____ shall be deposited to the Developer Improvement Account of the Project Fund.

Section 6.3. **Pledged Revenue Fund.**

(a) Immediately upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments (other than the portion of the Assessments and Annual Installments allocated to the payment of Administrative Expenses and Delinquent Collection Costs, which shall be deposited to the Administrative Fund pursuant to Section 6.9 hereof), as set forth in the Service and Assessment Plan. Specifically, the City shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due, (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 pay other costs of the North Improvements, and (iv) fourth to pay other costs permitted by the PID Act. Notwithstanding the foregoing, if any funds remain on deposit in the Pledged Revenue Fund after the deposits required by (i) and (ii) above are made, the City shall have the option, in its sole and absolute discretion, to deposit such excess funds into the Redemption Fund to redeem Bonds as provided in Article IV. Notwithstanding the foregoing, 0.50% of the interest rate component of the Annual Installments shall only be utilized for the purposes set forth in Section 6.7(a) hereof and, immediately following the initial deposit to the Pledged Revenue Fund, such 0.50% of the interest rate component of the Annual Installments will be deposited into the Prepayment Reserve Account, the Delinquency Reserve Account and/or the Redemption Fund, as applicable. In addition, in the event the City owes Rebatable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall cause the Trustee to transfer to the Rebate Fund, prior to any other transfer under this Section 6.3(a), the full amount of Rebatable Arbitrage owed by the City, as further described in Section 6.10(f) hereof. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(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 Pledged Revenue Fund 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 and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals

the principal (including any Sinking Fund Installments) 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, 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 Sinking Fund Installments) on the Bonds.

(d) The Trustee shall transfer Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the final payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Assessments may be used 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 Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(g). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on _____. Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the North Improvement Area Bond Improvement Account of the Project Fund, or if the North Improvement Area Bond Improvement Account of the Project Fund has been closed as provided in Section 6.5(d), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(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 one or more City Certificates. Disbursements from the North Improvement Area Bond Improvement Account of the Project Fund to pay Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. The disbursement of funds from the North Improvement Area Bond Improvement Account of the Project Fund pursuant to a Certificate for Payment shall be pursuant to and accordance with the disbursement procedures described in the Reimbursement Agreement; provided that all disbursements of funds pursuant to a Certificate for Payment shall be made first from the North Improvement Area Bond Improvement Account until such Account has been fully depleted, and second from the Developer Improvement Account of the Project Fund. Each such City Certificate shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such City Certificate or in the invoices submitted therewith and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) Except as provided in Section 6.5(d) and (f), money on deposit in the Project Fund shall be used solely to pay Costs.

(d) If the City Representative determines in his or her sole discretion that amounts then on deposit in the North Improvement Area Bond Improvement Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the North Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the North Improvement Area Bond Improvement Account of the Project Fund will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the North Improvement Area Bond Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the North Improvement Area Bond Improvement Account of the Project Fund shall be transferred to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the North Improvement Area Bond Improvement Account of the Project Fund shall be closed.

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Certificate stating that all North Improvements have been completed and that all Costs have been paid, or that any Costs are not required to be paid from the Project Fund pursuant to a Certificate for Payment, the Trustee shall (i) transfer the amount, if any, remaining within the North Improvement Area Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee; and (ii) transfer the amount, if any, remaining in the Developer Improvement Account of the Project Fund to the Developer. Upon such transfers, the Project Fund shall be closed.

(g) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the North Improvement Area Bond Improvement Account of the Project Fund and used to pay Costs or to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee.

Section 6.6. **Redemption Fund.**

The Trustee shall cause to be deposited to the Redemption Fund from 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 City agrees with the Owners of the Bonds to accumulate 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. The Trustee will transfer from the Pledged Revenue Fund to the Prepayment Reserve Account on March 15 and September 15 of each year, commencing [March 15, 2017], an amount equal to 0.20% of the interest rate component of the Annual Installments in the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account. Once the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account, such 0.20% of the interest rate component of the Annual Installments will be deposited into the Delinquency Reserve Account until the Delinquency Reserve Requirement has been accumulated in the Delinquency Reserve Account; provided, however, that at any time the amount on deposit in the Prepayment Reserve Account is less than Prepayment Reserve Requirement, the Trustee shall resume depositing such 0.20% into the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account. Furthermore, once the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account, any amounts in excess of the Prepayment Reserve Requirement shall be transferred by the Trustee first to the Delinquency Reserve Account in the event such account contains less than the Delinquency Reserve Requirement, or, if the Delinquency Reserve Account contains the Delinquency Reserve Requirement, then to the Redemption Fund to redeem Bonds as provided in Article IV. In addition, the Trustee shall deposit from the Pledged Revenue Fund to the Delinquency Reserve Account on March 15 and September 15, commencing [March 15, 2017], an amount equal to 0.30% of the interest rate component of the Annual Installments. Once the Delinquency Reserve Requirement has accumulated in the Delinquency Reserve Account, any amounts in excess of the Delinquency Reserve Requirement in the Delinquency Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in Article IV; provided, however, that at any time the amount on deposit in the Delinquency Reserve Account is less than Delinquency Reserve Requirement, the Trustee shall resume depositing such 0.30% into the Delinquency Reserve Account until the Delinquency Reserve Requirement has accumulated in the Delinquency Reserve Account. Once the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account and

the Delinquency Reserve Requirement has accumulated in the Delinquency Reserve Account, such 0.50% of the interest rate component of the Annual Installments will be deposited into the Redemption Fund to redeem Bonds as provided in Article IV; provided, however, that (i) at any time the amount on deposit in the Prepayment Reserve Account is less than Prepayment Reserve Requirement, the Trustee shall resume depositing 0.20% of the interest rate component of the Annual Installments into the Prepayment Reserve Account until the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account and (ii) at any time the amount on deposit in the Delinquency Reserve Account is less than Delinquency Reserve Requirement, the Trustee shall resume depositing 0.30% of the interest rate component of the Annual Installments into the Delinquency Reserve Account until the Delinquency Reserve Requirement has accumulated in the Delinquency Reserve Account. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan unless it receives a City Order specifying that a different amount be used.

(b) Whenever a transfer is made from 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.

(c) In the event of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, 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 from the Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit 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. Such excess shall be transferred 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, unless within thirty days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Administrative Expenses for the Bonds or (iii) to the North Improvement Area Bond Improvement Account of the Project Fund to pay Costs if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Prepayment Reserve Account exceeds the

Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(a) 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 Delinquency Reserve Account exceeds the Delinquency Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(a) 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 Delinquency Reserve Account of the Reserve Fund, second from the Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account 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, the Prepayment Reserve Account and the Delinquency Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(i) If, after a Reserve Account 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 the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(j) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds on the next date the Bonds may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds on such date.

Section 6.8. **Rebate Fund: Rebatable Arbitrage.**

(a) The Rebate Fund is 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 Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

(b) In order to assure that Rebatable Arbitrage 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.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Order, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. **Administrative Fund.**

(a) Immediately upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Administrative Expenses and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

(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 Order solely for the purposes set forth in the Service and Assessment Plan, including payment of Administrative Expenses and Delinquent Collection Costs. 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 or Account, other than the Reserve Fund, shall be invested by the Trustee as directed by the City pursuant to a City Order filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Order shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment 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 or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee may invest cash balances in the Blackrock Government Fund, so long as such fund is an authorized investment and 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, so long as such investments constitute Investment Securities and the money required to be expended from any Fund will be available at the proper time or times.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, 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 legality of any investments.

(d) Investments in any and all Funds and Accounts 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 or Accounts 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 and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. The City Order shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. **Security of Funds.**

All Funds 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 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 Assessed Property 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, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissib1e 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 in the Assessments.

(b) To the extent permitted by law, notice of 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.

(c) 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 Assessments or the corresponding particular Assessed Property.

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

Section 7.3. **Against Encumbrances.**

(a) Other than Refunding Bonds issued to refund all or a portion of the 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 or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to 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 the Bonds and Refunding Bonds issued to

refund all or a portion of the 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 Bonds are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders 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 Regarding Tax Exemption of Interest on Bonds.**

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds is issued, and in the case of a current refunding bond, for a period of 90 days or less,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(8), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the

extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Costs on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the North Improvements are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and 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.

(b) 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.

(c) 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.

(d) 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 other funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues) 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.

(e) 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 Pledged Revenues. 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.

(f) 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 City Manager 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 deem reasonable.

(g) 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. **Acceptance of Trust; Trustee as Registrar and Paying Agent.**

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds agree.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. **Trustee Entitled to Indemnity.**

The Trustee shall be under no obligation 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 its satisfaction by the Owners 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 in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver 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 Pledged Revenue Fund and Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall 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/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 Project.

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.**

(a) The Trustee may 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 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 into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) 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 in its discretion 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.

(c) 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.

Section 9.6. **Compensation.**

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable 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, all pursuant to a City Order and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Order, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. 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 shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

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 holders of Bonds 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 holders of a majority of the Bonds.

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 60 days' 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 (i) the Owners of at least a majority of the Bonds 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, or (ii) so long as the City is not in default under this Indenture, 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 City or the Owners of not less than 10% of the Bonds.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the Bonds 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.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith 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 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.

(c) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 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.

(e) 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.

(f) 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. **Trustee To File Continuation Statements.**

If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "*UCC*"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. The Trustee is not responsible for the initial filing of any financing statements.

Section 9.14. **Accounts, Periodic Reports and Certificates.**

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. **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.**

(a) 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 the Bonds of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the 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, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) 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 anyone 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; and

(iv) 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.

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 rules and regulations for the conduct of said meeting.

Section 10.3. **Procedure for Amendment with Written Consent of Owners.**

(a) 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, 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, if such consent is required pursuant to Section 10.1, 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.

(b) 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 and a notice shall have been mailed as hereinafter in this Section provided. 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. 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.

(c) After the Owners of the required percentage of Bonds shall 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 sixty (60)

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 sixty-day period.

Section 10.4. **Procedure for Amendment Not Requiring Owner Consent.**

(a) 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, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, shall be mailed by first class mail by the Trustee to each Owner of Bonds, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds as of the date of such execution and delivery.

Section 10.5. **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 10.6. **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 10.7. **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 10.8. **Waiver of Default.**

With the written consent 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 this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. **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 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 or immunities under this Indenture or otherwise.

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 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, in accordance with Section 7.2; and

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of not less than fifty-one percent (51%) in principal amount of the Bonds then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice.

(iv) 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 thereafter.

Section 11.2. **Immediate Remedies for Default.**

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than fifty-one percent (51%) in principal amount of the Bonds then Outstanding hereunder shall proceed, to protect and enforce 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 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.

(b) PURSUANT TO SECTION 11.7, 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 Order, 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 Order, 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.

(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 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 as provided in Section 11.1, or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of fifty-one

percent (51%) 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, (iv) the Trustee has for 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 direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; 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, 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 of Bonds 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 of Bonds, then and in every such case the City, the Trustee and the Owners of Bonds 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 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), 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, 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 due and to the Owners entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Owners of Bonds 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.

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 any Bond shall bind all future Owners of the same Bond 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, 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 will not be deemed Outstanding for 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.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. **Representations as to Pledged Revenues.**

(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 Pledged Revenues in the manner and to the extent provided in this Indenture, and that the Pledged Revenues 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 Pledged Revenues and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), 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.

Section 12.2. **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.

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. **Other Obligations or Other Liens; Refunding Bonds.**

(a) The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(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 the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever 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 Pledged Revenues or Pledged Funds; 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 counsel to the Trustee, the same would endanger the security for the Bonds.

(c) Notwithstanding any contrary provision of this Indenture, the City shall not issue additional bonds, notes or other obligations under this Indenture, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, 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.

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 dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, 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.

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 this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts 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.**

(a) Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient

money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. 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 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.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(c) Until all Defeased Debt shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

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.**

(a) 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.

(b) Except as otherwise expressly provided herein, 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.

(c) 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.

(d) 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. **No 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 herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City	City of Rowlett, Texas 4000 Main Street Rowlett, Texas 75088 Attn: City Manager Telephone: (972) 412-6290
If to the Trustee Or the Paying Agent/Registrar	Wilmington Trust, N.A. 15950 North Dallas Parkway, Suite 550 Dallas, Texas 75248 Attn: Chuck Hicks Telephone: (972) 383-3152

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the parry effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Bonds Outstanding.

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 anyone 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 applicable to contracts made and performed in the State.

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 as of the date hereof.

CITY OF ROWLETT, TEXAS

By: _____
Mayor

Attest:

_____
City Secretary

(CITY SEAL)

WILMINGTON TRUST, N.A.,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

DESCRIPTION OF THE PROPERTY WITHIN THE BAYSIDE PUBLIC IMPROVEMENT DISTRICT

Squire Draft 2/24/16

$[PAR]
CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT
NORTH IMPROVEMENT AREA PROJECT)

BOND PURCHASE AGREEMENT

March 1, 2016

City of Rowlett, Texas
4000 Main Street
Rowlett, TX 75088

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), offers to enter into this bond purchase agreement (the "Bond Purchase Agreement") with the City of Rowlett, Texas (the "City"), which will be binding upon the parties hereto upon the acceptance hereof by the City. This offer is made subject to its acceptance by the City by execution of this Bond Purchase Agreement and its delivery to the Underwriter on or before 10:00 p.m., prevailing time within the jurisdiction of the City, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. The offer of the Underwriter is made by signing the signature line provided and delivering the signed page to the City. The acceptance is made by the City signing the signature line provided and delivering the signed page to the Underwriter. Delivery includes sending in the form of a facsimile or telecopy or via the internet as a portable document format (PDF) file or other replicating image attached to an electronic message. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Limited Offering Memorandum (hereinafter defined).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project) (the "Bonds"), at a purchase price of $_____ (consisting of the aggregate principal amount of the Bonds ($_____), [plus original issue premium/less the original issue discount] ($_____) and less Underwriter's discount ($_____)). The Bonds shall be dated, shall mature, shall be subject to redemption and shall bear interest at the rate or rates set forth on Schedule 1 hereto and as described in the Limited Offering

Memorandum. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on the "Closing Date," which date shall be _____, 2016 (or such other date as may be agreed upon by the parties hereto).

2. The Closing. At 10:00 a.m., Eastern time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the parties hereto, (a) the City will deliver the Bonds in book-entry form, as one or more fully registered Bonds in the name of Cede & Co., as nominee for The Depository Trust Company, duly executed by the City and authenticated by the Trustee as provided in the Indenture (as hereinafter defined), and (b) the City will deliver the closing documents hereinafter mentioned at the offices of bond counsel, McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), Dallas, Texas or another place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of The Depository Trust Company, New York, New York. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter for inspection not less than 24 hours prior to the Closing.

3. Authorization Instruments and Law. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of, the Indenture of Trust dated as of March 1, 2016 (the "Indenture"), between the City and Wilmington Trust, National Association, as trustee (the "Trustee"). The Bonds will be payable solely from and secured by Pledged Revenues, consisting primarily of Assessments levied against assessable property located within the North Improvement Area (the "North Improvement Area") of the Bayside Public Improvement District, a public improvement district of the City (the "PID"), pursuant to a Service and Assessment Plan approved by an ordinance enacted by the City Council on March 1, 2016 (the "Assessment Ordinance"). The Bonds shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), and the bond ordinance of the City adopted on March 1, 2016 (the "Bond Ordinance"). The Bonds shall be as described, and subject to redemption as provided, in the Indenture and the Limited Offering Memorandum.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the costs of the "North Improvements," which consist of the construction and acquisition of certain water and wastewater system improvements, roadway improvements, drainage improvements, park improvements and other improvement projects within certain of the lands within the North Improvement Area of the PID; (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the North Improvements; (iii) funding the Reserve Account in the amount of the Reserve Account Requirement for the Bonds; (iv) paying a portion of the costs incidental to the organization of the PID; and (v) paying the costs of issuance of the Bonds.

4. Limited Offering Memorandum; Continuing Disclosure.

(a) The City ratifies and consents to the use by the Underwriter of the Preliminary Limited Offering Memorandum relating to the Bonds dated February 5, 2016,

including all appendices, exhibits, reports and statements included therein or attached thereto (the "Preliminary Limited Offering Memorandum"), prior to the date hereof in connection with the public offering of the Bonds. Prior to the date hereof, the City delivered to the Underwriter the Preliminary Limited Offering Memorandum, in "designated electronic format" (as defined in Municipal Securities Rulemaking Board (the "MSRB") Rule G-32).

The City deemed the Preliminary Limited Offering Memorandum final as of its date, except for the omission of no more than the following information: the offering prices, interest rates, underwriting discount, aggregate principal amount, principal amount per year of maturity and sinking fund redemption, delivery dates and other terms of the Bonds depending on such matters as permitted by paragraph (b)(1) of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

(b) The City, upon its acceptance hereof, shall, as soon as practicable thereafter, deliver or cause to be delivered to the Underwriter two copies of the final Limited Offering Memorandum dated the date hereof including all appendices, exhibits, reports and statements included therein or attached thereto (the "Limited Offering Memorandum"), in printed form and/or in "designated electronic format" as requested by the Underwriter.

(c) The City further agrees that it will provide or cause to be provided to the Underwriter, within seven Business Days after the date hereof (and at such other time or times as the Underwriter shall request for purposes of complying with the requirements hereinafter referred to), additional copies of the Limited Offering Memorandum (in printed form and/or in "designated electronic format" in such quantities as shall be requested by the Underwriter to allow the Underwriter to comply with the requirements of paragraphs (b)(3) and (b)(4) of Rule 15c2-12, and to comply with the applicable rules of the MSRB.

(d) The Underwriter agrees that it will file copies of the Limited Offering Memorandum with the MSRB as soon as practicable after the Closing.

(e) The City, pursuant to the Continuing Disclosure Agreement of the Issuer to be dated as of the Closing Date (the "Continuing Disclosure Agreement"), by and between the City and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC, will, for the benefit of the holders of the Bonds, provide annual financial data, as well as notice of certain enumerated events in the manner and at the times which, in the reasonable opinion of the Underwriter, will enable the Underwriter to comply with the continuing secondary market disclosure requirements of Rule 15c2-12.

(f) The City hereby authorizes the use of the Limited Offering Memorandum in connection with the limited offering and sale of the Bonds. In addition, the City hereby consents to the use by the Underwriter of the Indenture and other documents or contracts to which the City is a party, including without limitation this Bond Purchase Agreement, and all information contained therein, and all other documents, certificates, and written statements furnished by the City or its affiliates to the Underwriter in connection with the transactions described in this Bond Purchase Agreement, or in connection with the offering and sale of the Bonds by the Underwriter.

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants to the Underwriter that:

(a) The City is duly created, organized and existing as a home-rule city organized and operating under the Constitution and the laws of the State of Texas (the "State");

(b) The City has full legal right, power and authority to: (i) adopt the Assessment Ordinance, the Service and Assessment Plan and the Bond Ordinance; (ii) enter into the Bond Purchase Agreement, the Indenture, the PID Reimbursement Agreement - Bayside, dated as of February 2, 2016 (the "Reimbursement Agreement"), by and between the City and Bayside District Partners, LLC (the "Developer"), and the Continuing Disclosure Agreement (collectively the "Financing Documents"); (iii) sell, issue and deliver the Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Limited Offering Memorandum; (v) acknowledge the use of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions described in the Assessment Ordinance, the Service and Assessment Plan, the Bond Ordinance, the Financing Documents and the Limited Offering Memorandum, to provide for the collection of the Assessment Revenues and the pledge of the Pledged Revenues. The City has complied, and on the Closing Date will be in compliance, in all material respects with the terms of the PID Act and with the obligations on its part contained in the Assessment Ordinance, the Service and Assessment Plan, the Bond Ordinance, the Financing Documents and the Bonds;

(c) At meetings of the City Council that were duly called and noticed and at which a quorum was present and acting throughout, the City Council duly adopted the Assessment Ordinance and the Bond Ordinance, and same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein or as may have been agreed to by the Underwriter. By all necessary official City Council action, the City has duly authorized and approved the execution and delivery of the Financing Documents and the Bonds and the delivery of the Limited Offering Memorandum, has duly authorized and approved the performance by the City of the obligations on its part contained in the Financing Documents and the Bonds and the consummation by it of all other transactions described in this Bond Purchase Agreement in connection with the issuance of the Bonds. Upon execution and delivery by the City and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms, subject only to principles of sovereign immunity, applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the City and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents will constitute the legal, valid and binding obligations of the City, enforceable in accordance with their terms; subject only to principles of sovereign immunity, applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The City is not in material breach of or material default under any applicable provision of the PID Act or any applicable constitutional provision or statute or, to the

best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the City is a party or to which the City or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds and the Financing Documents and the delivery of the Limited Offering Memorandum and the adoption of the Assessment Ordinance and the Bond Ordinance, and compliance with the provisions on the City's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party or to which the City or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Indenture. No event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as defined in the Indenture) under the Bonds or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the City of its obligations, to issue the Bonds, or under the Bonds, the Assessment Ordinance, the Service and Assessment Plan, the Bond Ordinance or the Financing Documents have been duly obtained or will be obtained by the Closing Date, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;

(f) The descriptions of the Bonds, the Financing Documents and the North Improvements in the Limited Offering Memorandum conform in all material respects to the Bonds, the Financing Documents and the North Improvements, respectively;

(g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the Pledge Revenues, consisting primarily of Assessments. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled, unless waived by the Underwriter in writing;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the City: (i) contesting the corporate existence or powers of the City or the titles of the respective officers of the City Council to their

respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum or the collection of Assessment Revenues or the pledge of and lien on the Pledged Revenues, pursuant to the Indenture; (iii) contesting or affecting specifically as to the City the validity or enforceability of the PID Act, or any action of the City in any respect relating to the authorization for the issuance of the Bonds, or the authorization to construct and/or acquire the North Improvements, the approval and/or execution of the Assessment Ordinance, the Service and Assessment Plan, the Bond Ordinance, the Financing Documents, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memorandum; (iv) contesting the federal tax status of the Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memorandum or any supplement or amendment thereto;

(i) To the extent applicable, the City, at no cost to the City, will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the City will use its best efforts to continue such qualifications in effect so long as required for the initial offering and distribution of the Bonds; provided, however, that the City shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 5) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than "permitted omissions") and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect; provided, however, that no representation is made concerning information contained in the Limited Offering Memorandum under the captions "TAX MATTERS," "THE DEVELOPMENT," "THE DEVELOPER AND LANDOWNER", "THE APARTMENT BUILDER", "THE INITIAL SERVICE AND ASSESSMENT PLAN CONSULTANT", "PID ADMINISTRATOR", "THE MARKET STUDY", "LEGAL MATTERS - Litigation - The Developer and Landowner", "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner (defined below), the North Improvements and the Development), "INFORMATION RELATING TO THE TRUSTEE" and "UNDERWRITING" and in "APPENDIX F – MARKET STUDY" and "APPENDIX H - BOOK-ENTRY ONLY SYSTEM";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 5, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering

Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; provided, however, that no representation is made concerning information contained in the Limited Offering Memorandum under the captions "TAX MATTERS," "THE DEVELOPMENT," "THE DEVELOPER AND LANDOWNER", "THE APARTMENT BUILDER", "THE INITIAL SERVICE AND ASSESSMENT PLAN CONSULTANT", "PID ADMINISTRATOR", "THE MARKET STUDY", "LEGAL MATTERS - Litigation - The Developer and Landowner", "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner (defined below), the North Improvements and the Development), "INFORMATION RELATING TO THE TRUSTEE" and "UNDERWRITING" and in "APPENDIX F – MARKET STUDY" and "APPENDIX H - BOOK-ENTRY ONLY SYSTEM";

(l) If between the date of this Bond Purchase Agreement and the earlier of (i) ninety (90) days from the end of the "Underwriting Period" as defined in Rule 15c2-12, or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the City has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and, if in the reasonable opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Between the date hereof and the date of Closing, there will be no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the City, except as disclosed in the Limited Offering Memorandum, and the City will not incur liabilities that would materially adversely affect its ability to discharge its obligations under the Assessment Ordinance, the Service and Assessment Plan, the Bond Ordinance, the Bonds or the Financing Documents, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memorandum;

(n) Any certificate signed by any official of the City and delivered to the Underwriter will be deemed to be a representation by the City to the Underwriter as to the statements made therein; and

(o) From the date of this Bond Purchase Agreement and the Closing Date, the City will not issue any bonds, notes or other obligations payable from the Pledged Revenues.

6. Reserved.

7. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon representations, covenants and agreements of the City contained

herein, in reliance upon the representations, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds will be subject to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, and to the accuracy in all material respects of the representations, covenants and agreements of the City contained herein as of the date hereof and as of the Closing as if made on the Closing Date, and will also be subject to the following additional conditions:

(a) Bring-Down Representations. The representations and covenants of the City contained herein shall be true and correct in all material respects at the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing: (i) this Bond Purchase Agreement, the other Financing Documents and the other Developer Documents (defined below) shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter; (ii) the Assessment Ordinance, the Service and Assessment Plan and the Bond Ordinance shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may be required by the Texas Attorney General; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Bond Purchase Agreement and the Financing Documents; (iv) there shall be in full force and effect such resolutions or other actions of the Developer and Bayside Land Partners, LLC (the "Landowner") as, in the opinion of Higier Allen & Lautin, P.C., general counsel to the Developer and Landowner, and Shupe Ventura Lindelow & Olson, PLLC, special counsel to the Developer and Landowner, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer or the Landowner described in this Bond Purchase Agreement; and (v) the City, the Developer and the Landowner shall perform or have performed their respective obligations required or specified in the Financing Documents, the Developer Documents and this Bond Purchase Agreement, as applicable, to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, there shall have not occurred or be existing any default, or any circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default, under this Bond Purchase Agreement or any other Financing Document or Developer Document.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required below:

(i) Bond Opinion. An approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, together with a letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such

opinion were addressed to them, which may be included in the Supplemental Opinion of Bond Counsel.

(ii) Supplemental Opinion. A supplemental opinion of Bond Counsel addressed to the City and the Underwriter dated the Closing Date to the following effect:

A. this Bond Purchase Agreement, assuming the due authorization, execution and delivery by the other parties hereto, constitutes a valid and legally binding obligation of the City, and is enforceable against the City in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and by principles of equity, whether considered at law or in equity;

B. the PID has been duly created and is validly existing under the laws of the State;

C. the Assessments levied in accordance with the Assessment Ordinance and the Service and Assessment Plan comply with the provisions of the PID Act, have been duly and lawfully authorized and levied under the PID Act and the applicable laws of the State, and when levied and effective on the properties subject to the Assessments will constitute, together with any lien for the payment of other taxes and levies assessed thereon, a lien on such properties prior to any other lien or encumbrance;

D. the statements relating to the Bonds and summaries of the documents, statutes and opinions contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions or subcaptions "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for information contained in the last paragraph under the subcaption "General" and the last sentence under the subcaption "Pledged Revenues"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), "LEGAL MATTERS – Legal Opinions" (excluding the last sentence of the second paragraph thereof), "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE – the City" (first paragraph only), "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; and

E. the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Indenture is

exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(iii) City Counsel Opinion. An opinion of Nichols, Jackson, Dillard, Hager & Smith, LLP, counsel to the City, addressed to the Underwriter and the Trustee, dated the Closing Date to the following effect:

A. the City is a duly created, organized and existing home-rule city organized and operating under the Constitution and the Laws of the State of Texas;

B. the City has full power and authority to adopt the Bond Ordinance and perform its obligations thereunder and such Bond Ordinance has been duly adopted at a meeting of the members of the City, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; and the Bond Ordinance is in full force and effect and has not been modified, amended or rescinded;

C. the Financing Documents have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights, or by the application of equitable principles if equitable remedies are sought;

D. the adoption of the Bond Ordinance and the execution and delivery of the Financing Documents and the compliance with the provisions of the Bond Ordinance and the Financing Documents under the circumstances contemplated thereby (1) to its knowledge, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (2) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject; and

E. there is no action, suit, proceeding or investigation before or by any court, public board or body pending with respect to which the City has been served with process or, to its knowledge after due inquiry, threatened wherein an unfavorable decision, ruling or finding would: (1) affect the creation, organization, existence or powers of the City or the PID, or the titles of the members of the City and its officers to their respective positions; (2) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy and collection of the Assessments or the pledge thereof; (3) in any way question or affect any of the rights, powers, duties or obligations of the City with respect to the Assessments or the monies and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds; (4) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds; or (5) in

any way question or affect this Bond Purchase Agreement or the transactions described in this Bond Purchase Agreement or any activity regarding the improvements to be financed by the Bonds.

(iv) Opinions of General Counsel and Special Counsel to the Developer and Landowner. An opinion of Higier Allen & Lautin, P.C., general counsel to the Developer and the Landowner, substantially in the form of Appendix F hereto or in a form otherwise agreed upon by the City and the Underwriter, dated the Closing Date addressed to the City, the Underwriter and the Trustee; and an opinion of Shupe Ventura Lindelow & Olson, PLLC, special counsel to the Developer and the Landowner, substantially in the form of Appendix G hereto or in a form otherwise agreed upon by the City and the Underwriter, dated the Closing Date, addressed to the City, the Underwriter and the Trustee.

(v) Developer Certificate. A certificate of an authorized representative of the Developer and the Landowner dated the Closing Date (the "Developer Certificate"), to the effect that:

A. Each is a limited liability company, duly formed and validly existing under the laws of the State of Texas, and authorized to transact business in the State of Texas with full rights, power and authority to execute, deliver and perform its obligations under the Reimbursement Agreement, and the Continuing Disclosure Agreement of the Landowner to be dated as of the Closing Date, by and among the Landowner, FSC Continuing Disclosure Services, a division of First Southwest Company, and MuniCap, Inc., and any other documents with respect to the Development or the Bonds to which it is a party (all such documents, as applicable, collectively the "Developer Documents");

B. The copies of each of their operating agreement, certificates of formation, resolutions and other organizational documents delivered on or prior to the Closing Date (the "Organization Documents") are fully executed, true, correct and complete copies of such documents and have not been amended or supplemented and are in full force and effect;

C. By all necessary action, each has duly authorized and approved the execution and delivery of the Developer Documents to which it is a party, and the performance by it of its obligations contained therein and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded;

D. All consents, approvals, authorizations or orders of, notices to, or filings, registrations or declarations with, any court or governmental authority, board, agency, commission or body having jurisdiction which are required on behalf of it or for the execution and delivery by it of the Developer Documents to which it is a party or the consummation by it of the transactions contemplated thereby have been obtained or will be obtained prior to the Closing Date;

E. The executed Developer Documents are, and when executed and delivered by the parties thereto, the Developer Documents to be executed will be, the legal, valid and binding obligations, enforceable against it, as applicable, in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity;

F. The execution and delivery of the Developer Documents to which it is a party and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on its part a breach or default under any agreement or instrument to which it is a party or by which it is bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would, in any material respect, constitute a default or an event of default under the Developer Documents to which it is a party or under any agreement or instrument to which it is a party or by which it is bound which would have any material impact on the Development, and no violation has occurred and is continuing, and there has not occurred any event or condition which, with the passage of time or giving of notice or both would constitute a violation of any provision of any law, rule, regulation, ordinance, resolution, judgment, order or decree to which it is subject, which would have any material adverse impact on the Development;

G. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened by or against it which in any way: (i) questions its due formation and valid existence; (ii) contests or affects the validity of the Developer Documents to which it is a party or the consummation of the transactions contemplated thereby; (iii) questions or contests the validity of any governmental approval of the Development or any aspect thereof; (iv) would have a material adverse effect upon its financial condition or its ability to own or develop property within the PID; or (v) otherwise involves the Development or its activities in the Development, wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions described in the Limited Offering Memorandum (other than as set forth in the Limited Offering Memorandum);

H. The information prepared and submitted by it, to the City or the Underwriter in connection with the preparation of the Limited Offering Memorandum was, and is as of this date, true and correct;

I. It has reviewed the Limited Offering Memorandum, consents to references to it in the Limited Offering Memorandum and has provided the information set forth in the Limited Offering Memorandum under the captions "INTRODUCTION," "THE DEVELOPMENT," (excluding the information under the caption "-General Economic Information Regarding Dallas

and Rockwall Counties"), "THE DEVELOPER AND LANDOWNER," and "LEGAL MATTERS - Litigation - The Developer and Landowner" and, with respect to the statements set forth therein, insofar as such statements purport to summarize information with respect to it or any of its affiliates, its property ownership, and pending or threatened litigation, nothing has come to the attention of it as of the date hereof which would lead it to believe that such discussion contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect. It agrees to provide a certificate dated the Closing Date, as of such date, confirming the representations contained in this paragraph;

J. It is current on all taxes and assessments on the property which it and any affiliate owns within the North Improvement Area;

K. It hereby consents to the issuance of the Bonds;

L. It hereby consents to all of the terms and conditions contained in the Indenture and in any tax certificate delivered in connection with issuance of the Bonds, including without limitation covenants concerning the use and expenditures, including the timing of expenditures, of Bond proceeds;

M. It covenants that, while the Bonds are outstanding, neither it nor any affiliate will bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, which in any way seeks to challenge or overturn the PID, the levy of the Assessments in accordance with the terms of the Assessment Ordinance or the validity of the Bonds or the proceedings leading up to their issuance;

N. Except as otherwise described in the Limited Offering Memorandum, it (i) has obtained and there are currently in force and effect, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) that are necessary to conduct its business as it is currently being conducted; and (ii) knows of no reason why the consents, permits, licenses, certificate and other approvals (governmental or otherwise) that are necessary for the performance of its obligations under the Developer Documents and any other agreement or instrument to which it or any of its affiliates is a party relating to the financing and construction of the Development cannot be obtained as and when necessary;

O. No "Event of Default" or "event of default" as defined in the Indenture, or in any Developer Documents to which it is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," has occurred and is continuing. It has not been served notice of any bankruptcy, liquidation or dissolution proceedings, or material claims of securities law violations or proceedings against it, and no

bankruptcy, liquidation or dissolution proceedings have been commenced or are expected to be commenced by it; and

P. In addition to the Bonds, the Developer has secured or will use commercially reasonable best efforts to secure financing as and when necessary to fulfill its obligations related to the North Improvements and the Development.

Q. Its Organizational Documents are in full force and effect and have not been amended, modified or supplemented;

R. There is no action, suit, proceeding or investigation before any court, public board or body pending, with respect to which it has have been served with process, or threatened wherein an unfavorable decision, ruling or finding would: (1) affect its creation, organization, existence or powers or its respective officers capacities in their respective offices; or (2) in any way question or affect the transactions contemplated by the Developer Documents to which it is a party;

S. It has complied with all of its respective agreements and covenants and satisfied all conditions required to be complied with or satisfied hereunder at or prior to the Closing; and

T. In addition, the Developer and the Landowner shall acknowledge that (i) the City entered into the Reimbursement Agreement, levied the Assessments and issued the Bonds in reliance on the Developer's and Landowner's representations, warranties and certifications contained in the Developer Certificate, and (ii) the City would not have taken any such actions but for such representations, warranties and certifications.

(vi) Additional Developer Certificate. A certificate of an authorized representative of the Developer, dated the Closing Date, which may be included in the Developer certificate referenced in subparagraph (v), in form and content satisfactory to the Underwriter, among other things to the effect that, based upon such evidence and sources cited in the certificate and acceptable to the Underwriter, (A) all zoning, land use, subdivision, environmental and other approvals and other governmental permits required for the Development that can be obtained by the Closing Date have been obtained; (B) a Phase I Environmental Assessments for the Development has been completed in conformance with ASTM International's Standard Practice E 1527-05; (C) sufficient financing, including but not limited to proceeds of the Bonds, has been secured, or the Developer will use commercially reasonable best efforts to secure such additional financing as and when necessary, to fulfill its obligations related to the North Improvements and the Development; and (D) an escrow has been funded in an amount that is equal to the difference between the amount of proceeds of the Bonds to be used to pay costs of the North Improvements and the total cost of completing the North Improvements.

(vii) City Certificate. A certificate of an authorized City official, dated the Closing Date, to the effect that:

A. the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

B. the Assessment Ordinance, Service and Assessment Plan, Bond Ordinance and the Financing Documents are in full force and effect and have not been amended, modified or supplemented;

C. there is no action, suit, proceeding or investigation before any court, public board or body pending against the City, with respect to which the City has been served with process, or, to such person's knowledge, threatened against the City wherein an unfavorable decision, ruling or finding would in any way: (1) affect the creation, organization, existence or powers of the City or, to such person's knowledge, the PID, or the titles of its members, respectively, and officers to their respective offices; (2) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Assessments or any other monies or property pledged under the Indenture, or the pledge thereof; (3) question or affect any of the rights, powers, duties or obligations of the City with respect to the Assessments or with respect to any monies and assets pledged to pay the principal of, premium, if any, or interest on the Bonds; (4) question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds; or (5) question or affect this Bond Purchase Agreement or the transactions described in this Bond Purchase Agreement or the other Financing Documents; and

D. the City has, to the best of such person's knowledge, complied in all material respects with all agreements and covenants and satisfied all conditions set forth in the Financing Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(viii) Trustee Certificate. A Certificate of the Trustee, dated the date of Closing, in form and substance acceptable to Bond Counsel and counsel for the Underwriter to the following effect:

A. the Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States, having the full power and authority to accept and perform its duties under the Indenture; and

B. no consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be

performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(ix) Underwriter Counsel's Opinion. A letter, dated the Closing Date and addressed to the Underwriter, of Squire Patton Boggs (US) LLP, counsel to the Underwriter, to the effect that: (A) in its opinion, the Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act; and (B) although such counsel have not verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, they have participated in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and without independent verification, no facts came to their attention that caused them to believe that the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (except for the Appendices thereto, as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which they express no view) as of its respective date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, together with a letter from counsel to the Underwriter, dated the date of the Closing and addressed to the City, to the effect that the foregoing opinion addressed to the Underwriter may be relied upon by the City to the same extent as if such opinion were addressed to them.

(x) Underwriter's Certificate. The Underwriter will furnish to the City a certificate in a form acceptable to Bond Counsel and in substantially the form of Appendix A hereto, stating that a bona fide public offering of the Bonds has been made and setting forth the offering prices or yields at which a substantial amount of the Bonds of each maturity was sold or was reasonably expected to be sold to the public (excluding bond houses, brokers and similar persons or organizations acting in the capacity of underwriters or wholesalers) as of the date hereof.

(xi) Transcripts. One transcript of all proceedings relating to the authorization and issuance of the Bonds.

(xii) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(xiii) Bond Purchase Agreement, Financing Documents, Developer Documents. This Bond Purchase Agreement, the other Financing Documents and the other Developer Documents, executed and delivered in form and content satisfactory to the Underwriter.

(xiv) Organization Documents. Fully executed copies of the Organization Documents.

(xv) Bond Ordinance, Assessment Ordinance and Service and Assessment Plan. One copy, certified by the Clerk of the City, of the Bond Ordinance and the Assessment Ordinance, provided that such documents may be contained in the transcripts provided pursuant subparagraph (xi) above.

(xvi) I.R.S. Form 8038-G. Evidence that the federal tax information Form 8038-G has been prepared by Bond Counsel for filing.

(xvii) Federal Tax Certificate and Arbitrage Agreement. A tax certificate and arbitrage agreement prepared by Bond Counsel and reasonably satisfactory to the Underwriter.

(xviii) Market Study and Certificate of the Market Study Consultant. The market study dated May 13, 2015, including a Letter of Support dated December 1, 2015, as well as the certificate of Robert Charles Lesser & Co. substantially in the form of Appendix B hereto, dated the Closing Date.

(xix) Engineering Report and Certificate of the Engineer. The final engineering report issued and dated November 18, 2015, and a certificate of Huitt-Zollars substantially in the form of Appendix C hereto, dated the Closing Date.

(xx) Appraisal and Certificate of the Appraiser. The final appraisal issued and dated January 6, 2016, and a certificate of Jackson Claborn, Inc. substantially in the form of Appendix D hereto, dated the Closing Date.

(xxi) Service and Assessment Plan and Certificate of the Initial Service and Assessment Plan Consultant. The final Service and Assessment Plan and a certificate of Development Planning & Financing Group, Inc. substantially in the form of Appendix E hereto, dated the Closing Date.

(xxii) Lender Consent Certificate and Waiver. Lender Consent Certificate and Waiver of the Lender (as defined in the Limited Offering Memorandum), and any other lienholder on land in the PID, consenting to and acknowledging the creation of the PID, the adoption of the Assessment Ordinance, the levy of the Assessments, the subordination of their respective liens to the lien created by the Assessments and waiver of any rights or remedies under the Loan (as defined in the Limited Offering Memorandum) that would impair the rights of the City or Bondholders.

(xxiii) Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter reasonably may request, in form and content reasonably satisfactory to the Underwriter.

Any one or more of the documents listed in Section 7(d) of this Bond Purchase Agreement may be included in the transcript provided pursuant to Section 7(d)(xi) hereof.

If the City shall be unable to satisfy any condition contained in this Bond Purchase Agreement and the satisfaction of such condition is not waived by the Underwriter, or

if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder, except as further set forth in Section 10 hereof.

The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, the opinion of Bond Counsel described in Section 7(d)(i) hereof and the receipt of all documents required to be delivered by the Developer and the Landowner hereunder.

8. Termination Events. The Underwriter shall have the right to terminate this Bond Purchase Agreement without liability therefor, by written notification to the City, if at any time at or prior to the Closing:

(a) the marketability of the Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation introduced in or enacted by the Congress of the United States or the State legislature, or the amendment of legislation pending as of the date of this Bond Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the City, the interest on bonds or notes or obligations of the general character of the Bonds; or

(b) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling or regulation by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein and in the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act, as amended and as then in effect, and which makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(c) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions, in the reasonable judgment of the Underwriter, materially adversely affect the Underwriter's ability to market the Bonds; or

(d) a general banking moratorium shall have been established by federal or State authorities; or

(e) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak of hostilities or a national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds (it being agreed by the Underwriter that there is no outbreak, calamity or crisis of such character as of the date hereof); or

(f) there shall be in force a general suspension of trading on the New York Stock Exchange; or

(g) any event or condition which, in the reasonable judgment of the Underwriter, renders untrue or incorrect in any material respect the information contained or incorporated by reference in the Limited Offering Memorandum or which requires that information not reflected in such Limited Offering Memorandum, should be reflected therein in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading in any material respect; provided that the City, the Developer and the Underwriter will use their best efforts to amend or supplement the Limited Offering Memorandum to reflect, to the satisfaction of the Underwriter, such changes in or additions to the information contained in the Limited Offering Memorandum.

9. Reserved.

10. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid solely from any deposits held by the City from the Developer or any of its affiliates, or other funds available to the City under the Indenture, the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing and mailing or posting of the Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and expenses of City's Counsel, Bond Counsel, Underwriter's Counsel and the Trustee; and (iv) the fees and expenses of accountants, advisers and any other experts or consultants retained by the City, the Developer, the provider of the market study, the provider of the engineering report, and the provider of the appraisal.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all other expenses, CUSIP fees, (including out-of-pocket expenses and related regulatory expenses) incurred by the

Underwriter in connection with their public offering and distribution of the Bonds, except as noted in subparagraph 10(a), above.

(c) The City shall be under no obligation to pay the costs of performing its obligations hereunder except from amounts provided therefor by the Developer or any of its affiliates or other funds available therefor under the Indenture.

11. Notice. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to City of Rowlett, Texas, 4000 Main Street, Rowlett, TX 75088, Attention: _____.

Any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 501 North Broadway, St. Louis, Missouri 63102, Attention: Laura Radcliff, Managing Director.

12. Electronic Delivery. The Preliminary Limited Offering Memorandum and/or the Limited Offering Memorandum may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the City and the Underwriter. If the Limited Offering Memorandum is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Limited Offering Memorandum in electronic form.

13. Fiduciary Duty. The City acknowledges and agrees that: (a) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (b) in connection with such transaction, the Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Section 15B of the Exchange Act of 1934, as amended), agent or a fiduciary of the City; (c) the Underwriter has not assumed a fiduciary responsibility in favor of the City with respect to the offering of the Bonds, the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the City on other matters) and the matters described in this Bond Purchase Agreement or any other obligation to the City except the obligations expressly set forth in this Bond Purchase Agreement; (d) the Underwriter has financial and other interests that differ from those of the City; and (e) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with this Bond Purchase Agreement and the offering of the Bonds. The City acknowledges receipt of a letter dated December 15, 2015 delivered by the Underwriter pursuant to MSRB Rule G-17 describing its role as underwriter of the Bonds.

14. Entire Agreement; Benefit of Agreement. This Bond Purchase Agreement represents the entire agreement between the City and the Underwriter with respect to preparation of the Limited Offering Memorandum and the offering and the purchase and sale of the Bonds. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

15. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Bond Purchase Agreement shall survive the execution and delivery of this Bond Purchase Agreement and delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement or termination of this Bond Purchase Agreement, notwithstanding any investigation by the parties hereto, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds. All statements contained in any certificate, instrument or other writing delivered by a party hereto pursuant to this Bond Purchase Agreement or in connection with the transactions described in this Bond Purchase Agreement shall constitute representations and warranties by such party under this Bond Purchase Agreement to the extent such statement is set forth as a representation or warranty in the instrument in question.

16. Counterparts. This Bond Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

17. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

18. State Law Governs. The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Texas.

19. No Assignment. The rights and obligations created by this Bond Purchase Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

[Remainder of page intentionally left blank, signature pages to follow.]

The parties have executed this Bond Purchase Agreement as of the date first written above.

STIFEL, NICOLAUS & COMPANY, INCORPORATED, as Underwriter

By: _____

Name: _____

Title: _____

This Bond Purchase Agreement accepted as of the date first stated above:

CITY OF ROWLETT, TEXAS

By: _____

Name: _____

Title: _____

Schedule 1

$[PAR]
CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT
NORTH IMPROVEMENT AREA PROJECT)

Maturity September 15	Principal Amount	Interest Rate	Yield	Price
_____	$_____	_____%	_____%	_____%

Optional Redemption. The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price (expressed as a percentage of principal amount) applicable to the date of redemption falling within the applicable redemption period, as set forth in the following schedule, plus accrued interest to date of redemption:

Redemption Period	Redemption Price
September 15, ____ through September 14, ____	103%
September 15, ____ through September 14, ____	102
September 15, ____ through September 14, ____	101
September 15, ____ and thereafter	100

Extraordinary Optional Redemption. The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the fifteenth day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, from amounts on deposit in the Redemption Fund as a result of prepayments of Assessments by property owners, and from transfers from the Redemption Fund, as set forth in the 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 equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, from monies 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 sinking fund installments as set forth in the following schedules:

$_____ Term Bond due September 15, ____

Redemption Date	Sinking Fund Installment

_____
†Stated Maturity

$_____ Term Bond due September 15, ____

Redemption Date	Sinking Fund Installment

_____
†Stated Maturity

$_____ Term Bond due September 15, ____

Redemption Date	Sinking Fund Installment

_____
†Stated Maturity

At least thirty (30) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds of such maturity equal to the sinking fund installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds 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 thirty (30) days prior to the 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 required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among sinking fund installments by the principal amount of any Bonds which, at least thirty (30) days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

APPENDIX A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), with respect to the underwriting of Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project) (the "Bonds") issued by the City of Rowlett, Texas (the "Issuer"), hereby certifies and represents on behalf of the Underwriter, but not in his/her own right, based on the Underwriter's records and information available to it that it believes, after reasonable inquiry, to be accurate and complete as of the date hereof, as follows:

1. Issue Price.

1.1 The Underwriter has offered all of the Bonds to members of the public in a bona fide initial offering at a price which, on the date of such offering, was reasonably expected by the Underwriter to be equal to the fair market value of such maturity. For purposes of this Issue Price Certificate, the term "public" does not include any bondhouses, brokers, dealers, and similar persons or organizations acting in the capacity of underwriters or wholesalers (including the Underwriter or members of the selling group or persons that are related to, or controlled by, or are acting on behalf of or as agents for the undersigned or members of the selling group).

1.2 Other than the obligations maturing in _____ (the "Retained Maturity or Maturities"), the first price at which a substantial amount (i.e., at least 10 percent) of the principal amount of each maturity of the Bonds was sold to the public is set forth in the Limited Offering Memorandum. In the case of the Retained Maturities, the Underwriter reasonably expected on the offering date to sell a substantial amount (i.e., at least 10 percent) of each Retained Maturity at the initial offering price set forth in the Limited Offering Memorandum. The Limited Offering Memorandum is included in the transcript for the Bonds and is incorporated herein by reference.

2. Reserve Fund.

The funding of the Reserve Fund as provided in the Tax Certificate is reasonably required, was a vital factor in marketing the Bonds, facilitated the marketing of the Bonds at an interest rate comparable to that of bonds and other obligations of a similar type and is not in excess of the amount necessary for such purpose.

[3. Credit Enhancement.

3.1 The present value of the amounts paid to obtain the Credit Enhancement (as defined in the Tax Certificate) is less than the present value of the interest reasonably expected to be saved as a result of having the Credit Enhancement, using the yield on the Bonds as the discount factor for this purpose.

3.2 To the best knowledge of the undersigned, the amount paid by the Issuer to the Credit Enhancer for the Credit Enhancement is within a reasonable range of premiums charged for comparable credit enhancement for obligations comparable to the obligation evidenced and represented by the Bonds.

3.3 The fees paid and to be paid to obtain the Credit Enhancement were determined in arm's-length negotiations and were required as a condition to the issuance by the Credit Enhancer of the Credit Enhancement.

3.4 To the best of knowledge of the undersigned, the fees paid and to be paid for the Credit Enhancement represent a commercially reasonable charge for the transfer of credit risk. Such fees do not include any direct or indirect payment for a cost, risk or other element that is not customarily borne by guarantors of tax-exempt bonds in transactions in which the guarantor has no involvement other than as guarantor. No non-guarantee services are being provided by the Credit Enhancer.]

The Underwriter understands that the representations made in this Issue Price Certificate will be relied upon, by the Issuer with respect to certain of the representations set forth in this Federal Tax Certificate and by McCall, Parkhurst & Horton L.L.P. (i) in connection with rendering its opinion to the Issuer that interest on the Bonds is excludable from gross income thereof for income tax purposes, and (ii) for purposes of completing the IRS Form 8038-G. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned's interpretation of any laws or the application of any laws to these facts. The Underwriter expresses no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

.

Dated: _____

STIFEL NICOLAUS & COMPANY, INC., as underwriter

By: _____
[banker]

By: _____

[underwriter]

$[PAR]
CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT
NORTH IMPROVEMENT AREA PROJECT)

Certificate of Market Study Consultant

The undersigned hereby states and certifies:

1. That he or she is an authorized principal of Robert Charles Lesser & Co. (the "Market Study Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Market Study Consultant has prepared a market study dated May 13, 2015, including a Letter of Support dated December 1, 2015 (collectively, the "Market Study"), on behalf of Stifel, Nicolaus & Company, Incorporated, in connection with, the Preliminary Limited Offering Memorandum dated February 5, 2016 and the Final Limited Offering Memorandum dated _____, 2016 (collectively, the "Limited Offering Memorandum"), for the $_____ City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project).

3. We also consent to the use of the references to our firm made in the Limited Offering Memorandum.

4. That, as of the dates of the Preliminary Limited Offering Memorandum and Final Limited Offering Memorandum and as of the date hereof, the statements contained in such documents as they relate to the Market Study under the captions "INTRODUCTION", "THE DEVELOPMENT" and "THE MARKET STUDY" as it relates to the Market Study are fair and accurate in all material respects.

Dated _____, 2016

ROBERT CHARLES LESSER & CO.

By: _____

Name: _____

Title: _____

$[PAR]
CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT
NORTH IMPROVEMENT AREA PROJECT)

Certificate of Engineer

The undersigned hereby states and certifies:

1. That he or she is an authorized principal of Huitt-Zollars (the "Engineer") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Engineer has prepared a report dated November 18, 2015 (the "Engineer's Report"), on behalf of Stifel, Nicolaus & Company, Incorporated, in connection with, the Preliminary Limited Offering Memorandum dated February 5, 2016 and the Final Limited Offering Memorandum dated _____, 2016 (collectively, the "Limited Offering Memorandum"), for the $_____ City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project).

3. We also consent to the use of the references to our firm made in the Limited Offering Memorandum.

4. That, as of the dates of the Preliminary Limited Offering Memorandum and Final Limited Offering Memorandum and as of the date hereof, the statements contained in such documents as they relate to the Engineer's Report under the captions "INTRODUCTION", "THE NORTH IMPROVEMENTS" and "THE DEVELOPMENT" as it relates to the Engineer's Report are fair and accurate in all material respects.

Dated _____, 2016

HUITT-ZOLLARS

By: _____

Name: _____

Title: _____

APPENDIX D

$[PAR]
CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT
NORTH IMPROVEMENT AREA PROJECT)

Certificate of Appraiser

The undersigned hereby states and certifies:

1. That he or she is an authorized principal of Jackson Claborn, Inc. (the "Appraiser") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Appraiser has prepared an appraisal dated January 6, 2016 (the "Appraisal"), on behalf of Stifel, Nicolaus & Company, Incorporated, in connection with, the Preliminary Limited Offering Memorandum dated February 5, 2016 and the Final Limited Offering Memorandum dated _____, 2016 (collectively, the "Limited Offering Memorandum"), for the $_____ City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project).

3. We also consent to the use of the references to our firm made in the Limited Offering Memorandum.

4. That, as of the dates of the Preliminary Limited Offering Memorandum and Final Limited Offering Memorandum and as of the date hereof, the statements contained in such documents as they relate to the Appraisal under the captions "INTRODUCTION", "THE DEVELOPMENT" and "APPRAISAL OF PROPERTY WITHIN THE NORTH IMPROVEMENT AREA" as it relates to the Appraisal are fair and accurate in all material respects.

Dated _____, 2016

JACKSON CLABORN, INC.

By: _____

Name: _____

Title: _____

APPENDIX E

$[PAR]
CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT
NORTH IMPROVEMENT AREA PROJECT)

Certificate of Initial Service and Assessment Plan Consultant

The undersigned hereby states and certifies:

1. That he or she is an authorized principal of Development Planning & Financing Group, Inc. (the "Service and Assessment Plan Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Service and Assessment Plan Consultant has prepared the initial Service and Assessment Plan (the "Service and Assessment Plan"), on behalf of the City of Rowlett, Texas. Such Service and Assessment Plan was used in the Preliminary Limited Offering Memorandum dated February 5, 2016 and the Final Limited Offering Memorandum dated _____, 2016 (collectively, the "Limited Offering Memorandum"), for the $_____ City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project).

3. We also consent to the use of the references to our firm made in the Limited Offering Memorandum.

4. That, as of the dates of the Preliminary Limited Offering Memorandum and Final Limited Offering Memorandum and as of the date hereof, the statements contained in such documents as they relate to the Service and Assessment Plan under the captions "INTRODUCTION", "SECURITY FOR THE BONDS", "ASSESSMENT PROCEDURES" and "THE INITIAL SERVICE AND ASSESSMENT PLAN CONSULTANT" as it relates to the Appraisal are fair and accurate in all material respects.

Dated _____, 2016

JACKSON CLABORN, INC.

By: _____

Name: _____

Title: _____

APPENDIX F

FORM OF OPINION OF GENERAL COUNSEL TO THE DEVELOPER AND THE LANDOWNER

[LETTERHEAD OF HIGIER ALLEN & LAUTIN, P.C.]

_____ __, 2016

City of Rowlett, Texas
4000 Main Street
Rowlett, Texas 75088
Attn: Jim Grabenhorst

Stifel Nicolaus & Company, Incorporated
501 N. Broadway
St. Louis, Missouri 63102
Attn: Laura Radcliff

McCall, Parkhurst & Horton L.L.P.
717 N. Harwood Street, Ninth Floor
Dallas, Texas 75201
Attn: Chris Settle

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Chuck Hicks

Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
Attn: Misty Ventura

$_____
CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT
NORTH DEVELOPMENT AREA PROJECT)

Ladies and Gentlemen:

This firm has acted as general counsel for Bayside Land Partners, LLC, a Texas limited liability company (the "Landowner"), and Bayside District Partners, LLC, a Texas limited liability company (the "Developer") in connection with the issuance and sale by the City of Rowlett, Texas (the "City" or "Issuer"), of $_____ "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Development Area Project)" (the "Bonds"), pursuant to Indenture of Trust dated as of March 1, 2016 (the "Indenture"), by and between the City and Wilmington Trust, N.A., as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Bayside" (the "Development") located in the City.

The Bonds are being sold to Stifel Nicolaus & Company, Incorporated (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated March 1, 2016 (the "Bond Purchase

Agreement"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 7(d)(iv) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as general counsel to the Landowner and the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "Bond Documents"):

(1) PID Reimbursement Agreement – Bayside, effective February 2, 2016 between the City and the Developer (the "Reimbursement Agreement");

(2) City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project) Continuing Disclosure Agreement of the Landowner, dated as of March 1, 2016 between the Landowner, Municap, Inc. and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the "Continuing Disclosure Agreement");

(3) The Preliminary Limited Offering Memorandum, dated February 5, 2016 relating to the issuance of the Bonds;

(4) The final Official Limited Offering Memorandum, dated March 1, 2016, relating to the issuance of the Bonds.

(b) With respect to the Developer (collectively, the "Developer Organizational Documents"):

(1) The General Certificate of the Developer, dated as of _____, 2016 certifying as to: (i) the Developer's organizational documents as such are in effect as of the date hereof (the "Developer Basic Documents"); (ii) the approval of the members of Developer, being WK Bayside LLC, a Texas limited liability company, the Managing Member (herein so called) of the Developer, and Hubbard Development, LLC, a Texas limited liability company, adopted as of _____ 2016, authorizing the execution of the applicable documents related to the issuance of the Bonds to which the Developer is a party, and related matters; and (iii) certain other matters (the "Developer Certificate");

(2) Evidence that the Developer and its Managing Member are each authorized to do business in the State of Texas and are in good standing; and

(3) Such other documents, records, agreements, and certificates of the Developer and its Managing Member, as well as their respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

(c) With respect to the Landowner (collectively, the "Landowner Documents"):

(1) The General Certificate of the Landowner, dated as of _____, 2016 certifying as to: (i) the Landowner's organizational documents as such are in effect as of the date hereof (the "Landowner Basic Documents"); (ii) the approval of the members of Landowner, being WK Bayside LLC, a Texas limited liability company, the Managing Member (being the same entity as the Managing Member of the Developer) of the Landowner, and Hubbard Development, LLC, a Texas limited liability company, adopted as of _____ 2016, authorizing the execution of the applicable documents related to the issuance of the Bonds to which the Landowner is a party, and related matters; and (iii) certain other matters (the "Landowner Certificate");

(2) Evidence that the Landowner and its Managing Member are each authorized to do business in the State of Texas and are in good standing; and

(3) Such other documents, records, agreements, and certificates of the Landowner and its Managing Member, as well as their respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

The Bond Documents, Developer Organizational Documents, and Landowner Documents described above may be collectively referred to herein as the "Reviewed Documents".

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto, other than the Developer or the Landowner, as the case may be, and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, other than the Developer or the Landowner, as the case may be; (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power and authority (corporate, limited liability company, partnership, or other) to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions below regarding due formation, valid existence, and power and authority of the Developer and/or the Landowner, as the case may be, to execute, deliver, and perform its obligations under the Reviewed Documents to which such entity is a party; (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete; (iv) the legal capacity of all natural persons; (v) the genuineness of all signatures (other than those of the Developer and/or the Landowner, as the case may be, with respect to the Reviewed Documents to which such entity is a party); (vi) the authenticity and accuracy of all Reviewed Documents submitted to us as originals; (vii) the conformity to original documents of all Reviewed Documents submitted to us as photostatic or certified copies; (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein; and (ix) there are no misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (a) McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel to the Issuer; (b) Nichols, Jackson, Dillard, Hager & Smith, LLP, Dallas, Texas, counsel to the Issuer; (c) Squire Patton Boggs (US) LLP, Phoenix, Arizona, counsel to the Underwriter; or (d), Shupe Ventura Lindelow & Olson, PLLC, Dallas, Texas, special Texas counsel to the Landowner and the Developer.

Inasmuch as the Issuer, the Trustee and the Underwriter have had independent counsel in connection with the transactions described in this letter, the opinions expressed herein are subject to the correctness in understanding that none of the Issuer, the Trustee or the Underwriter, nor their respective counsel have current actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or assurance with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Higier Allen & Lautin, P.C. attorneys who have given substantive attention to matters concerning the Landowner and the Developer during the course of our representation of the Landowner and the Developer in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the Landowner and the Developer. Further, the words "our knowledge," "our actual knowledge," and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Josh Imhoff of our firm, who has been directly involved in representing the Landowner and the Developer. Except as otherwise expressly stated in connection therewith, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer and the Landowner are each a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas.

2. The Developer and the Landowner, as applicable, each have the power to conduct its business and to undertake development of the North Improvements as described in the Limited Offering Memorandum and to enter into the Developer Documents (as such term is defined in the Bond Purchase Agreement).

3. The Developer Documents have been duly authorized, executed and delivered by the Developer or the Landowner, as applicable, and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Developer Documents constitute legal, valid and binding obligations of the Developer or the Landowner, as applicable, enforceable in accordance with their respective terms.

4. The information contained in the Limited Offering Memorandum under the captions "THE DEVELOPMENT" (excluding the information under the caption "- General Economic Information Regarding Dallas and Rockwall Counties"), "THE DEVELOPER AND LANDOWNER," "THE NORTH IMPROVEMENTS" and "LEGAL MATTERS - Litigation - The Developer and Landowner" accurately and fairly presents the information purported to be shown and neither contains any untrue statement of a material fact nor omits to state any material fact necessary

to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum or as of the date hereof.

5. The execution, delivery and performance of the Developer Documents by the Developer or the Landowner, as applicable, do not violate (i) the Developer's or the Landowner's operating agreement; (ii) to the best of our knowledge, any agreement, instrument or Federal or Texas law, rule or regulation known to us to which the Developer or the Landowner is a party or by which Developer's or the Landowner's assets are or may be bound; or (iii) to the best of our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or the Landowner or their assets.

6. To the best of our knowledge, after due inquiry, the Developer and the Landowner are each in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer and the Landowner as described in the Limited Offering Memorandum. Except as otherwise described in the Limited Offering Memorandum, (a) all government permits required in connection with the construction of the North Improvements as described in the Limited Offering Memorandum, other than certain permits which are expected to be received as needed, have been received; (b) we are not aware of any default of any zoning condition, land use permit, or development agreement which would adversely affect the Developer's ability to complete development of the North Improvements as described in the Limited Offering Memorandum and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents or licenses required to complete the North Improvements as described in the Limited Offering Memorandum will not be obtained in due course as required by the Developer.

7. To the best of our knowledge, after due inquiry, the levy of the Assessments on the properties within the North Improvement Area will not conflict with or constitute a breach of or default under any agreement, indenture, or other instrument to which the Developer or the Landowner is a party, or to which the Developer or the Landowner or any of their property or assets is subject.

8. There is no litigation pending or, to the best of our knowledge after due inquiry, threatened (other than as set forth in the Limited Offering Memorandum) against the Developer or the Landowner which would prevent or prohibit the development of the North Improvements in accordance with the description thereof in the Limited Offering Memorandum.

9. Except as set forth in the Limited Offering Memorandum under the caption "LEGAL MATTERS - Litigation - The Developer and Landowner", there is no litigation pending or, to the best of our knowledge after due inquiry, threatened against the Developer or the Landowner which may result in any material adverse change in the respective business, properties, assets or financial condition of the Developer or the Landowner.

10. To the best of our knowledge, after due inquiry, neither the Developer nor the Landowner have made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee, or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To the best of our knowledge, the Developer and the Landowner have not indicated their consent to, or approval of, or failed to object

timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or trustee.

11. To the best of our knowledge, after due inquiry, neither the Developer nor the Landowner is in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Bonds or the development of the North Improvements in accordance with the description thereof in the Limited Offering Memorandum.

Limitations and Exclusions

The foregoing opinions and assurances are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Developer Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Developer Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Developer Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Developer Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) purporting to require that all amendments, waivers and terminations be in writing or to require disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxiii) an exemption from any sales or other taxes; (xiv) disclaiming or limiting warranties implied by or required pursuant to law; (xxv) waiving the defense that an adequate remedy at law exists; and (xxvi) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Developer Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to Federal or State securities laws, regulations administered by the Securities and Exchange Commission, state "Blue Sky" laws and regulations.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact, and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Sincerely,

HIGIER ALLEN & LAUTIN, P.C.

By: _____

Josh Imhoff, *Shareholder*

APPENDIX G

FORM OF OPINION OF SPECIAL COUNSEL TO THE DEVELOPER AND THE LANDOWNER

[Letterhead of Shupe Ventura Lindelow & Olson, PLLC]

_____, 2016

City of Rowlett
4000 Main Street
Rowlett, Texas 75088
Attn: Jim Grabenhorst

Stifel, Nicolaus & Company, Incorporated
501 N. Broadway, 8th Floor
St. Louis, Missouri 63102
Attn: Laura Radcliff

McCall, Parkhurst & Horton L.L.P.
717 N. Harwood, 9th Floor
Dallas, Texas 75201
Attn: Chris Settle

Wilmington Trust, N.A.
15950 North Dallas Parkway
Dallas, Texas 75248
Attn: Chuck Hicks

Higier Allen & Lautin, P.C.
The Tower at Cityplace
2711 North Haskell Ave., Suite 2400
Dallas, Texas 75204
Attn: Josh Imhoff

$_____
CITY OF ROWLETT, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT
NORTH IMPROVEMENT AREA PROJECT)

Ladies & Gentlemen:

We have acted as special Texas counsel to Bayside Land Partners, LLC, a Texas limited liability company (the "Landowner") and Bayside District Partners, LLC (the "Developer"), in connection with the issuance and sale by the City of Rowlett, Texas (the "City" or the "Issuer"), of $_____ "City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" (the "Bonds"), pursuant to the Indenture of Trust dated as of March 1, 2016 (the "Indenture"), by and between the City and Wilmington Trust, N.A., as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to reimburse the Developer for the costs of certain public infrastructure improvements in the development known as "Bayside" located in the City.

The Bonds are being sold to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") pursuant to that certain Bond Purchase Agreement dated March 1, 2016 between the City and the Underwriter (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 7(d)(iv) of the Bond Purchase Agreement. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Bond Purchase Agreement.

In our capacity as special Texas counsel to the Landowner and the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Reviewed Documents"):

(1) PID Reimbursement Agreement – Bayside effective February 2, 2016 between the City and the Developer (the "Reimbursement Agreement");

(2) City of Rowlett, Texas, Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project) Continuing Disclosure Agreement of the Landowner dated as of March 1, 2016 between the Landowner, Municap, Inc. and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the "Continuing Disclosure Agreement");

(3) The Preliminary Limited Offering Memorandum dated February 5, 2016 relating to the issuance of the Bonds;

(4) The final Official Limited Offering Memorandum dated March 1, 2016, relating to the issuance of the Bonds; and

(b) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution and delivery of each of the Reviewed Documents by all parties thereto other than the Developer; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on Exhibit A attached to this letter and the exclusions set forth on Exhibit B attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Certificates of the Developer delivered pursuant to the Bond Purchase Agreement; and (d) the legal opinion delivered pursuant to the Bond Purchase Agreement by Higier Allen & Lautin, P.C., general counsel for the Landowner and the Developer (the "Reliance Materials"). We have not made any

independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

Inasmuch as the Issuer, the Trustee and the Underwriter have had independent counsel in connection with the transactions recited in this letter, the opinions expressed herein are subject to the correctness in understanding that none of the Issuer, the Trustee or the Underwriter, nor their respective counsel have current actual knowledge of any applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Shupe Ventura Lindelow & Olson, PLLC attorneys who have given substantive attention to matters concerning the Landowner and the Developer during the course of our representation of the Landowner and the Developer in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the Landowner and the Developer. Further, the words "our knowledge," "our actual knowledge" ad similar expressions used in this opinion letter are intended to be limited to the actual knowledge of Misty Ventura of our firm who has been directly involved in representing the Landowner and the Developer. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute the legal, valid, and binding obligations of and are enforceable against the Landowner and the Developer in accordance with their respective terms.

2. The execution, delivery, and performance by the Landowner and the Developer of its respective obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Landowner or the Developer or any ordinances of the City applicable to the Landowner or the Developer.

3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery, and performance by the Landowner or the Developer of its respective obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Landowner or the Developer to perform its obligations under the applicable Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Landowner or the Developer that are described in the Reviewed Documents.

The foregoing opinions are, with your concurrence, predicated on, limited by and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) purporting to require that all amendments, waivers and terminations be in writing or to require disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxiii) an exemption from any sales or other taxes; (xiv) disclaiming or limiting warranties implied by or required pursuant to law; (xxv) waiving the defense that an adequate remedy at law exists; and (xxvi) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact, and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,
SHUPE VENTURA LINDELOW & OLSON, PLLC

_____

Date: _____, 2016

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Landowner or the Developer, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents; and

10. There are no misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel to the Issuer; (ii) Nichols, Jackson, Dillard, Hager & Smith, LLP, Dallas, Texas, counsel to the Issuer; (iii) Squire Patton Boggs (US) LLP, Phoenix, Arizona, counsel to the Underwriter; or (iv), Higier Allen & Lautin, P.C., Dallas, Texas, general counsel to the Landowner and the Developer.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

Unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "Bond Documents"), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "Blue Sky" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Issuer or any party to the Bond Documents with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and

17. The Bond Purchase Agreement, Indenture, preliminary Limited Offering Memorandum, final Limited Offering Memorandum, and any other Financing Documents.

$_____
CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT NORTH IMPROVEMENT AREA PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement dated as of _____, 2016 (this "Disclosure Agreement") is executed and delivered by and between the City of Rowlett, Texas (the "Issuer") and FSC Continuing Disclosure Services, a division of First Southwest Company, LLC (the "Dissemination Agent") with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)" (the "Bonds"). The Issuer 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 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 or the SEC, all filings made by the Dissemination Agent pursuant to this 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 _____, 2016, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrative Expense" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean the employee or designee of the City, identified in any indenture of trust relating to the Bonds, the Service and Assessment Plan, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

"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 Bond Disclosure Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Disclosure Agreement of Landowner" shall mean the Continuing Disclosure Agreement of the Landowner dated as of _____, 2016 executed and delivered by the Landowner and the Dissemination Agent.

"Disclosure Representative" shall mean the City Representative or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean FSC Continuing Disclosure Services, a division of First Southwest Company, LLC, 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 Bayside Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System available on the internet at http://emma.msrb.org.

"Fiscal Year" shall mean the Issuer's fiscal year from October 1 through September 30.

"Landowner" shall mean Bayside Land Partners, LLC, a Texas limited liability company, and its successors and assigns, including any affiliate of the Landowner.

"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.

"North Improvement Area" shall mean that portion of the District generally shown on Table II-B of the Service and Assessment Plan and as specifically described in Appendix B to the Service and Assessment Plan.

"Owner" shall mean the registered owner of any Bonds.

"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.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax liability.

"Trustee" shall mean Wilmington Trust, National Association, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports and Audits.

(a) 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, 2016, certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of Section 4 of this Disclosure Agreement and (ii) the Issuer's annual financial audit report. The Issuer will update and provide, or cause to be provided, the information in the Annual Issuer Report within six months after the end of each Fiscal Year ending in and after 2015. The Issuer will additionally provide, or cause to be provided, its annual financial audit report when and if available and, in any event, within 12 months after the end of each Fiscal Year ending in and after 2015. If the annual financial audit report is not complete within 12 months after any such Fiscal Year end, then the Issuer will file, or cause to be filed, unaudited financial statements within such 12 month period and audited financial statements for the applicable Fiscal Year, when and if the audit report on such statements becomes available. 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 give notice of such change in the same manner as for a Listed Event under Section 5(d). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) 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

SECTION 4. Content of Annual Issuer Reports.

(a) 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 Annual Financial Information:

(i) 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.

(ii) Updates since the Annual Issuer Report for the most recent Fiscal Year to the information in the Service and Assessment Plan, including any changes to the methodology for levying the Assessments in the North Improvement Area.

(iii) The individual and aggregate taxable assessed valuation for parcels or lots within the North Improvement Area based on the most recent certified tax roll available to the Issuer.

(iv) The status of development for each parcel within the North Improvement Area (status classifications being "Unplatted, "Platted," "Under Construction" and "Constructed").

(v) The current or delinquent status of the payment of the Assessment for each parcel or lot in the North Improvement Area as of February 15 of the calendar year immediately succeeding such Fiscal Year.

(vi) The total amount of (A) Annual Installments invoiced, (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments, (D) Foreclosure Proceeds collected, and (E) prepaid Assessments 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).

(vii) The total amount of Annual Installments assessed and collected during such Fiscal Year, together with the amount of delinquent Assessments collected and Assessments prepaid during such Fiscal Year.

(viii) 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.

(ix) 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.

(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.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraph. The Issuer has designated Municap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information.

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. Non-payment 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.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the 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.

For these purposes, any event described in the immediately preceding paragraph (12) 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.

Whenever the Issuer obtains knowledge of 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. See Exhibit A hereto for a form for submitting "Notice To MSRB of Failure To File."

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 (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. It is agreed and understood 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, 10, 13, or 14 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly 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 (d).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB.

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer 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 such series of Bonds under Section 5(d).

SECTION 7. 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 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 shall be FSC Continuing Disclosure Services, a division of First Southwest Company, LLC.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer 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), 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(d), 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 Bond Disclosure 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 as provided in the Indenture), 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 Landowner by the Landowner, and a default under the Disclosure Agreement of the Landowner by the Landowner shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. 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 Landowner or from Assessments collected from the property owners in the North Improvement Area, 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 Landowner or the failure of the Landowner to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Landowner. 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 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 the Indenture or 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. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT 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 THE ISSUER OR THE DISSEMINATION AGENT, RESPECTIVELY, 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 IS UNDER NO OBLIGATION NOR IS IT 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 C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer or 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 or 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 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 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 an Administrative Expense and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from Assessments collected from the property owners in the North Improvement Area, for its fees and expenses for the Dissemination Agent's services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. 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]

CITY OF ROWLETT, TEXAS

By: _____
Mayor

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER (THE NORTH IMPROVEMENT AREA)

FSC CONTINUING DISCLOSURE SERVICES,
a division of First Southwest Company.
(as Dissemination Agent)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT

Name of Issuer:	City of Rowlett, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project)
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Rowlett, Texas, has not provided [an Annual Issuer Report][annual audit financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated _____, 2016, between the Issuer and FSC Continuing Disclosure Services, a division of First Southwest Company, as dissemination agent. The Issuer anticipates that the Annual Issuer Report will be filed by _____.

Dated: _____

FSC Continuing Disclosure Services,
a division of First Southwest Company
on behalf of the City of Rowlett, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Rowlett, Texas

EXHIBIT B

CITY OF ROWLETT, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016
(BAYSIDE PUBLIC IMPROVEMENT DISTRICT NORTH IMPROVEMENT AREA PROJECT)

ANNUAL BOND DISCLOSURE REPORT*

Delivery Date: _____, 20__

TRUSTEE

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person: _____

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*****Excluding Audited Financial Statements of the Issuer

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Program Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting Cash Accrual Modified Accrual

ITEMS REQUIRED BY SECTION 4(a)(ii) - (ix)
[Insert a line item for each applicable listing]

EXHIBIT C

BASIC TIMELINE FOR 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 Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. 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 15	43/44	Trustee pays bond interest payments to bondholders. Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate. 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.** **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.**
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.

Bayside
Public Improvement District

Service and Assessment Plan

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On September 15, 2015, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Rowlett, Texas (the "**City**") approved Resolution RES-113-15, which authorized the creation of the Bayside Public Improvement District (the "**PID**") to finance the Actual Costs of the Authorized Improvements for the benefit of certain property in the PID, all of which is located within the city limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the "**PID Act**"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "**SAP**") was prepared pursuant to the PID Act. The PID Act requires that a service plan "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The only Assessment Roll for the PID at this time is attached hereto as **Appendix A-1**, and is addressed in **Section VII** of this SAP. The Assessments as shown on the Assessment Roll, including any additional Assessment Rolls relating to the Future Improvement Area Bonds, are based on the method for establishing and levying the Assessments described in **Sections IV** and **VI** of this SAP.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to a Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvements, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Authorized Improvements, (e) 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 Improvements, (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, and (g) all payments for Administrative Expenses.

"**Administrative Expenses**" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the Annual Installments thereof, (iv) maintaining the record of Assessments, including payments, reallocations and/or cancellations of the Assessments or Annual Installments thereof, (v) issuing, making debt service payments on, and redeeming the PID Bonds, (vi) investing or depositing the Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) City costs of administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on PID Bonds. Annual Administrative Expenses collected and not expended shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid over collection.

"Administrator" means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

"Annual Installment" means, with respect to the Assessed Property, each annual payment of: (i) the Assessment (including the principal of and interest on), as shown on the Assessment Roll attached hereto as **Appendix A-1** and any future Assessment Rolls relating to Future Improvement Area Bonds, if any, as may be added in accordance with this SAP, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) interest designated for the Prepayment Reserve described in **Section IV.I** of this SAP, and (iv) interest designated for the Delinquency Reserve described in **Section IV.J** of this SAP.

"Annual Service Plan Update" has the meaning set forth in **Section V** of this SAP.

"**Assessed Property**" or **"Assessed Properties"** means property within the PID that benefit from the Authorized Improvements and on which Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

"Assessment" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"**Assessment Ordinance**" means each ordinance adopted by the City Council approving this SAP (including any amendments or supplements to this SAP) and levying the Assessments.

"**Assessment Roll**" means, as applicable, the North Improvement Area Assessment Roll included in this SAP as **Appendix A-1** and any additional Assessment Rolls relating to Future Improvement Area Bonds included in this SAP as described in **Section VII.B** of this SAP, if any, as each may be 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" means those improvements, including those listed in **Section III.A** of this SAP, authorized by Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"City" means the City of Rowlett, Texas.

"**City Council**" means the duly elected governing body of the City.

"**Commercial Parcel"** means a Parcel located within the PID which has been designated at the time of the adoption of the initial Assessment Roll and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

"**County**" means Dallas County, Texas and Rockwall County, Texas.

"**Delinquency Reserve**" has the meaning set forth in **Section IV.J** of this SAP.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under Texas Law.

"Future Improvement Areas" means those Improvement Areas to be defined and developed after the North Improvement Area, and within the boundaries of the PID but which are not subject to development at this time.

"Future Improvement Area Bonds" means bonds issued to fund or refund Future Improvement Area Improvements (or a portion thereof) in Future Improvement Areas that are secured by Assessments levied on Assessed Property within such Future Improvement Areas. In connection with Future Improvement Area Bonds, Assessments related to such Future Improvement Area Bonds will be levied only on property located within the applicable Future Improvement Areas to finance Authorized Improvements which will only benefit such Future Improvement Areas.

"Future Improvement Area Improvements" means those Authorized Improvements which will confer a special benefit on the related Future Improvement Area.

"**Improvement Area**" means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within an Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Authorized Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Improvement Area, but any Parcels outside of the Improvement Area will not be assessed.

"Indenture" means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

"Landowner" means Bayside Land Partners LLC, a Texas limited liability company, or other entity affiliated with Bayside Land Partners LLC.

"Lot" means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the Counties, a tract of land described as a "lot" in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the Counties, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property is not assessed at the time the Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel. Assessed Property converted to Non-Benefited Property, if the applicable Assessments may not be reallocated pursuant to **Section VI.E** or **Section VI.F**, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in **Section VI.G**.

"**North Improvement Area**" means that portion of the Property generally shown on **Table II-B** and as specifically described in **Appendix B**.

"North Improvement Area Assessed Property" means, for any year, all Parcels within the North Improvement Area other than Non-Benefited Property and listed in the North Improvement Area Assessment Roll.

"North Improvement Area Assessment Roll" means the document included in this SAP as **Appendix A**, 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 the North Improvement Area Bonds or in connection with any Annual Service Plan Update.

"North Improvement Area Bonds" means those certain City of Rowlett, Texas Special Assessment Revenue Bonds, Series 2016 (Bayside Public Improvement District North Improvement Area Project) and any additional PID Bonds that are secured by Assessments levied on the North Improvement Area Assessed Property.

"North Improvements" means those Authorized Improvements which will confer a special benefit on the related North Improvement Area.

"**Owner's Association**" means a homeowner's association or property owner's association.

"Owner's Association Assessment Allocation" means 1% of the total Assessment for a specific Parcel that is allocated to cover the PID benefit received by the Owner's Association from the Authorized Improvements benefitting the Owner's Association Property.

"Owner's Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an owners' association established for the benefit of a group of homeowners or property owners within the PID.

"Parcel" means a property identified by either a tax map identification number assigned by either the Rockwall Central Appraisal District, or the Dallas 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 each County, or by any other means determined by the City.

"PID" means the Bayside Public Improvement District created by the City pursuant to Resolution RES-113-15 approved September 15, 2015.

"PID Act" means Chapter 372 of the Texas Local Government Code, as amended.

"PID Bonds" means the North Improvement Area Bonds and any Future Improvement Area Bonds which may be issued to finance Authorized Improvements in the North Improvement Area or in the Future Improvement Areas.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of anAssessment and the PID Bonds secured by such Assessment.

"**Prepayment Reserve**" has the meaning set forth in **Section IV.I** of this SAP.

"Property" means the approximately 317 acres of property depicted and described by metes and bounds on **Exhibit A** to Resolution No. RES-113-15 as adopted by City Council on September 15, 2015 and is legally described in **Appendix B** to this SAP and is depicted in **Table II.A** of this SAP.

"Public Property" means real property, right of way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the Counties, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement or by plat.

"**Residential Parcel"** means a Parcel located within the PID which has been designated at the time of the adoption of the initial North Improvement Area Assessment Roll and approval of this SAP for the future development of single family residential homes.

"**Service and Assessment Plan**" or **"SAP"** means this Bayside Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

"Trustee" means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is currently located entirely within the corporate limits of the City. It contains approximately 317 acres planned for development as a mixed use master planned community.

A map of the Property is shown in **Table II-A**. Legal descriptions for all Parcels within the PID are included in **Appendix B**.

TABLE II-A
Public Improvement District Boundaries

B. Property Located in the North Improvement Area

The North Improvement Area consists of approximately 142 acres projected to consist of 359 single family residential units, 800 multi-family units, and 300,000 square feet of commercial space to be developed in one phase and which will be specially benefitted by the Authorized Improvements described in **Section III.B**.

A map of the Property, including the North Improvement Area, is shown in Table II-B. Legal descriptions for all Parcels within the PID are included in **Appendix B**.

TABLE II-B
North Improvement Area Boundaries

C. Property Included in Future Improvement Areas

As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in **Section II.B** above (e.g. **Table II-B** will be revised to show the addition of such Future Improvement Area).

A map of the projected property within the Future Improvement Area is shown in **Table II-C**. The Future Improvement Areas are shown for illustrative purposes only and are subject to adjustment in the future.

TABLE II-C
Proposed Future Improvement Areas

Section III

DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

(i) landscaping;
(ii) erection of fountains, distinctive lighting, and signs;
(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
(iv) construction or improvement of pedestrian mall;
(v) acquisition and installment of pieces of art;
(vi) acquisition, construction or improvement of libraries;
(vii) acquisition, construction or improvement of off-street parking facilities;
(viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
(ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
(x) the establishment or improvement of parks;
(xi) projects similar to those listed in Subdivisions (i)-(x)
(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancement;
(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
(xv) the development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in **Section III.B**. Any change to the list of Authorized Improvements, including any Future Improvement Area Improvements as described in **Section III.C**, will require the approval of the City.

B. Descriptions and Costs of North Improvements

The North Improvements are the Authorized Improvements that confer a special benefit solely to the North Improvement Area and will be financed with the proceeds from the issuance of one or more series of North Improvement Area Bonds.

The North Improvements are described below. **Table III-B** shows the Actual Costs of the North Improvements. The Actual Costs to construct the North Improvements is $11,570,000. The costs shown in **Table III-B** may be revised in Annual Service Plan Updates.

The Actual Costs for the North Improvements are to be funded from (i) the proceeds of the North Improvement Area Bonds, issued in one or more series, and (ii) funds contributed by the Landowner, as described herein.

A description of the North Improvements follows:

- *Roadway Improvements*
    - The roadway improvements portion of the North Improvements consists of the construction of road and thoroughfare improvements, including related earthwork, paving, sidewalks, retaining walls, signage, and traffic control devices as well as improvements to the existing Dalrock Road which benefit the North Improvement Area Assessed Property. The road improvements will be constructed according to City standards. The costs of the roadway improvements are $5,166,000.
- *Wastewater/Storm Drainage Improvements*
    - The wastewater improvement portion of the North Improvements consists of construction and installation of a lift station, force main, pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the North Improvement Area Assessed Property. The wastewater improvements will be constructed according to City standards. The costs of the wastewater improvements are $2,841,000.
    - The storm drainage improvement portion of the North Improvements consists of construction and installation of pipes, inlets, manholes, and appurtenances necessary to provide storm drainage to the North Improvement Area Assessed Property. The storm drainage improvements will be constructed according to City standards. The costs of the storm drainage improvements are $1,039,000.

- *Water Improvements*

  - The water improvement portion of the North Improvements consists of construction and installation of an off-site water line extension along Chisea Road, a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the North Improvement Area Assessed Property. The water improvements will be constructed according to City standards. The costs of the water improvements are $1,555,000.

- *Public Open Space and Trail Systems*

  - The public open space and trail system improvement portion of the North Improvements consists of certain public open space and trail systems as described in the Bayside Zoning District and Framework Plan that will benefit the North Improvement Area Assessed Property. The public open space and trail system improvements will be constructed according to City standards. The costs of the public open space and trail systems are $969,000.

Table III-A
North Improvement Area
Authorized Improvements

Description	Hard Costs	Soft Costs	Total
Authorized Improvements			
Road Improvements	$ 4,400,000	$ 766,000	$ 5,166,000
Wastewater	2,420,000	421,000	2,841,000
Storm Drainage	885,000	154,000	1,039,000
Water	1,325,000	230,000	1,555,000
Public Open Space & Trail System	825,000	144,000	969,000
Total Authorized Improvements	**$ 9,855,000**	**$ 1,715,000**	**$ 11,570,000**

Note: Costs provided by Huitt-Zollars, Inc. The figures shown in Table III-A be revised in Annual Service Plan Updates.

C. Future Improvement Area Improvements

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the portion of the Property inside each Future Improvement Area (e.g. a **Table III-B** will be added to show the costs for the specific Future Improvement Area Improvements financed within the specific Future Improvement Area being developed.)

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each Parcel from the Authorized Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-A details the allocation of costs of the North Improvements to the North Improvement Area Assessed Property.

This section of this SAP is intended to describe the special benefit conferred upon each Parcel within the North Improvement Area as a result of the North Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the North Improvements to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology 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 Landowner and all future owners and developers of any Assessed Property.

The timetable for the development of that portion of the Property within the Future Improvement Areas is difficult to establish at this time and, as such, the special benefit conferred by Future Improvement Area Improvements, if any, cannot be determined with absolute certainty. Therefore, at this time the Future Improvement Areas will not be assessed and no special benefit is conferred to the Future Improvement Areas by the North Improvements. Accordingly, it is hereby understood and acknowledged by the City and the Landowner that the Assessments associated with the North Improvements are the only Assessments that can be addressed with reasonable certainty in this SAP. As a result, this SAP will need to be amended, subject to City Council approval, if and when a Future Improvement Area is developed and/or Future Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which must be equal to or greater than the amount of the Assessments. The North Improvements are provided solely for the benefit of the North Improvement Area Assessed Property.

When the City Council approved this SAP, the Landowner owned 100% of the North Improvement Area Assessed Property. The Landowner has acknowledged that the North Improvements confer a special benefit on the North Improvement Area Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Landowner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Assessments on the North Improvement Area Assessed Property.

The City Council determined that funding the Actual Costs for the North Improvements through the PID is beneficial to the City and confers a special benefit to the North Improvement Area Assessed Property. Such special benefit exceeds the amount of the Assessment levied on the North Improvement Area Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. Allocation of Actual Costs of North Improvements

The North Improvements will provide a special benefit to that portion of the Property, other than the Non-Benefited Property, in the North Improvement Area. The Actual Costs of the North Improvements are, therefore, allocated entirely to the North Improvement Area Assessed Property, as shown in **Table IV-A**. The costs detailed in **Table IV-A** represent only estimates and are subject to revision through the Annual Service Plan Updates, but may not result in increased Assessments except as authorized under this SAP or the PID Act.

Table IV-A
North Improvement Area
Cost Allocation

		North Improvement Area	
Authorized Improvement	**Total Cost (a)**	**% Allocation**	**Share of Costs**
Road Improvements	$ 5,166,000	100%	$ 5,166,000
Wastewater	2,841,000	100%	2,841,000
Storm Drainage	1,039,000	100%	1,039,000
Water	1,555,000	100%	1,555,000
Public Open Space & Trail System	969,000	100%	969,000
Total Authorized Improvements	**$ 11,570,000**		**$ 11,570,000**

(a) See Table III-A for details. Any Authorized Improvement that is allocated 100% to the Assessed Property will be required to be built on a stand-alone basis.

D. Allocation of Actual Costs of Future Improvement Area Improvements

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued, this SAP will be updated to identify the specific Future Improvement Area Improvements that confer a special benefit to that portion of the Property inside such Future Improvement Areas (e.g. **Table IV-D** will be created and amended to show the estimated allocation of Actual Costs for Future Improvement Area Improvements.)

E. Assessment Methodology

The City Council may assess Actual Costs against Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

- *Assessment Methodology for North Improvement Area*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the North Improvements to be financed with the North Improvement Area Bonds shall be allocated to the North Improvement Area Assessed Property by spreading the entire Assessment across all Parcels and Lots within the North Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. **Tables IV-B and IV-C** summarizes the allocation of the Assessments relating to the North Improvement Area Bonds for the Assessed Property.

Based on the cost estimates for the North Improvements provided by the Landowner, the City Council has determined that the benefit to the North Improvement Area Assessed Property from the North Improvements is at least equal to the Assessments levied on the North Improvement Area Assessed Property.

The Assessments and Annual Installments for each Parcel or Lot located in the North Improvement Area is shown on the Assessment Roll, attached as **Appendix A-1**, and no Assessment shall be changed except as authorized by this SAP or the PID Act. **Tables IV-B and IV-C** summarizes the initial allocation of the Assessments relating to the North Improvement Area Bonds for the North Improvement Area Assessed Property at the time the Assessment Ordinance relating to the initial series of North Improvement Area Bonds was adopted by the City Council. This SAP will be modified as appropriate based on the actual amount of North Improvement Area Bonds that are sold provided that the principal amount of the North Improvement Area Bonds shall not exceed the Assessment amount identified in the Assessment Roll.

Table IV-B
North Improvement Area
Special Assessment Allocation - Equivalent Tax Rate

Pod	Land Use	Units/SF	Estimated Finished Lot Value	Estimated Build Out Value	Prospective Market Value per Appraisal	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Prospective Market Value to Special Assessment	Equivalent Tax Rate (per $100/AV) per Appraisal	Equivalent Tax Rate (per $100/AV) at Build Out
1	40' Single Family	33	$ 2,210,540	$ 11,722,563	$ 2,141,400	$ 468,757	$ 38,089	$ 13,996	$ 1,137	4.57	$ 1.78	$ 0.32
1	50' Single Family	67	$ 5,564,728	$ 26,980,501	$ 4,928,620	$ 1,078,885	$ 87,666	$ 15,995	$ 1,300	4.57	$ 1.78	$ 0.32
1	60' Single Family	66	$ 6,539,515	$ 29,725,070	$ 5,429,980	$ 1,188,634	$ 96,584	$ 17,994	$ 1,462	4.57	$ 1.78	$ 0.32
2	40' Single Family	38	$ 2,541,460	$ 13,477,437	$ 1,228,307	$ 538,930	$ 43,791	$ 14,182	$ 1,152	2.28	$ 3.57	$ 0.32
2	50' Single Family	78	$ 6,397,772	$ 31,019,499	$ 2,827,056	$ 1,240,395	$ 100,789	$ 15,995	$ 1,300	2.28	$ 3.57	$ 0.32
2	60' Single Family	76	$ 7,518,485	$ 34,174,930	$ 3,114,636	$ 1,366,573	$ 111,042	$ 17,994	$ 1,462	2.28	$ 3.57	$ 0.32
3	Multifamily	338	$ 5,061,128	$ 50,700,000	$ 5,400,000	$ 2,027,371	$ 164,736	$ 5,998	$ 487	2.66	$ 3.05	$ 0.32
4	Multifamily	462	$ 6,917,873	$ 69,300,000	$ 8,100,000	$ 2,771,140	$ 225,172	$ 5,998	$ 487	2.92	$ 2.78	$ 0.32
5	Commercial	29,315	$ 872,590	$ 6,595,875	$ 1,850,000	$ 263,753	$ 21,432	$ 9.00	$ 0.73	7.01	$ 1.16	$ 0.32
6	Commercial	69,690	$ 2,074,393	$ 15,680,250	$ 2,300,000	$ 627,016	$ 50,949	$ 9.00	$ 0.73	3.67	$ 2.22	$ 0.32
7	Commercial	24,927	$ 741,977	$ 5,608,575	$ 1,100,000	$ 224,273	$ 18,224	$ 9.00	$ 0.73	4.90	$ 1.66	$ 0.32
8	Commercial	67,583	$ 2,011,676	$ 15,206,175	$ 3,740,000	$ 608,058	$ 49,408	$ 9.00	$ 0.73	6.15	$ 1.32	$ 0.32
9	Commercial	55,471	$ 1,651,150	$ 12,480,975	$ 2,260,000	$ 499,084	$ 40,554	$ 9.00	$ 0.73	4.53	$ 1.79	$ 0.32
10	Commercial	53,014	$ 1,578,015	$ 11,928,150	$ 1,980,000	$ 476,978	$ 38,757	$ 9.00	$ 0.73	4.15	$ 1.96	$ 0.32
	HOA					$ 135,150	$ 10,982					
	Total		**$ 51,681,300**	**$ 334,600,000**	**$ 46,400,000**	**$ 13,515,000**	**$ 1,098,174**			**3.43**		

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the NIA PID Bonds. The above estimate assumes an average 6.66% interest rate and a 31 year term for the PID Bonds and an annual administrative expense of $30,000 increasing at 2.0% per year.

Table IV-C
North Improvement Area
Special Assessment Allocaiton - Leverage per Value Type

Pod	Land Use	Units/SF	Estimated Finished Lot Value	Estimated Build Out Value	Prospective Market Value per Appraisal	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Leverage (Finished Lot Value)	Leverage (Build Out Value)	Leverage (Appraisal Value)
1	40' Single Family	33	$ 2,210,540	$ 11,722,563	$ 2,141,400	$ 468,757	$ 38,089	$ 13,996	$ 1,137	4.72	25.01	4.57
1	50' Single Family	67	$ 5,564,728	$ 26,980,501	$ 4,928,620	$ 1,078,885	$ 87,666	$ 15,995	$ 1,300	5.16	25.01	4.57
1	60' Single Family	66	$ 6,539,515	$ 29,725,070	$ 5,429,980	$ 1,188,634	$ 96,584	$ 17,994	$ 1,462	5.50	25.01	4.57
2	40' Single Family	38	$ 2,541,460	$ 13,477,437	$ 1,228,307	$ 538,930	$ 43,791	$ 14,182	$ 1,152	4.72	25.01	2.28
2	50' Single Family	78	$ 6,397,772	$ 31,019,499	$ 2,827,056	$ 1,240,395	$ 100,789	$ 15,995	$ 1,300	5.16	25.01	2.28
2	60' Single Family	76	$ 7,518,485	$ 34,174,930	$ 3,114,636	$ 1,366,573	$ 111,042	$ 17,994	$ 1,462	5.50	25.01	2.28
3	Multifamily	338	$ 5,061,128	$ 50,700,000	$ 5,400,000	$ 2,027,371	$ 164,736	$ 5,998	$ 487	2.50	25.01	2.66
4	Multifamily	462	$ 6,917,873	$ 69,300,000	$ 8,100,000	$ 2,771,140	$ 225,172	$ 5,998	$ 487	2.50	25.01	2.92
5	Commercial	29,315	$ 872,590	$ 6,595,875	$ 1,850,000	$ 263,753	$ 21,432	$ 9.00	$ 0.73	3.31	25.01	7.01
6	Commercial	69,690	$ 2,074,393	$ 15,680,250	$ 2,300,000	$ 627,016	$ 50,949	$ 9.00	$ 0.73	3.31	25.01	3.67
7	Commercial	24,927	$ 741,977	$ 5,608,575	$ 1,100,000	$ 224,273	$ 18,224	$ 9.00	$ 0.73	3.31	25.01	4.90
8	Commercial	67,583	$ 2,011,676	$ 15,206,175	$ 3,740,000	$ 608,058	$ 49,408	$ 9.00	$ 0.73	3.31	25.01	6.15
9	Commercial	55,471	$ 1,651,150	$ 12,480,975	$ 2,260,000	$ 499,084	$ 40,554	$ 9.00	$ 0.73	3.31	25.01	4.53
10	Commercial	53,014	$ 1,578,015	$ 11,928,150	$ 1,980,000	$ 476,978	$ 38,757	$ 9.00	$ 0.73	3.31	25.01	4.15
0	HOA					$ 135,150	$ 10,982					
	Total		**$ 51,681,300**	**$334,600,000**	**$ 46,400,000**	**$ -**	**$ 1,116,568**					

Note: Estimates based on information available as of XX/XX/15, the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with the NIA PID Bonds. The above estimate assumes an average 6.66% interest rate and a 31 year term for the PID Bonds and an annual administrative expense of $30,000 increasing at 2.0% per year.

- *Assessment Methodology for Future Improvement Areas*

When and if the Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

F. Assessment and Annual Installments

The Assessments for the North Improvement Area Bonds will be levied on each Parcel or Lot according to the North Improvement Area Assessment Roll. The Annual Installments for the North Improvement Area Bonds will be due no later than January 31 of each year beginning in 2017 and will be due in the amounts shown on the North Improvement Area Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

G. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding Assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the North Improvement Area Assessment Roll attached hereto as **Appendix A**, which is subject to revision through Annual Service Plan Updates.

H. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on PID Bonds by no more than one half of one percent (0.50%) per annum, (the **"Excess Interest Rate"**). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve described in **Section IV.I** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.J** below.

I. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which related PID Bonds are actually redeemed (the "**Prepayment Reserve**"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related outstanding PID Bonds. As described in the Indenture, if the Deliquency Reserve is fully funded but the Prepayment Reserve is not, the full 0.50% will be collected and deposited into the Prepayment Reserve. If the PID Act is subsequently amended to allow a prepayment of an Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly

scheduled PID Bond payments to be charged upon the prepayment of the Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of the Assessment and the date on which PID Bonds are actually prepaid may be eliminated. If the Prepayment Reserve requirement is so eliminated or in a given year the Prepayment Reserve is fully funded at 1.5% of the par amount of the outstanding PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses or for any other use that benefits the Assessed Property as set forth in the Indenture related to such PID Bonds and as determined by the City Council, including the redemption of outstanding PID Bonds.

J. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments of the Assessments. This additional reserve (the "**Delinquency Reserve**") shall be funded each year up to 4.0% of the par amount of the related outstanding PID Bonds. As described in the Indenture, if the Deliquency Reserve is fully funded but the Prepayment Reserve is not, the full 0.50% will be collected and deposited into the Prepayment Reserve. If in a given year the Delinquency Reserve is fully funded at 4.0% of the par amount of the related outstanding PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to the Prepayment Reerve, redeem PID Bonds or for any other use that benefits the Assessed Property as set forth in the Indenture related to such PID Bonds and as determined by the City Council, including the redemption of outstanding PID Bonds..

Section V

SERVICE PLAN

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately __ months for the North Improvements to be constructed.

The Actual Costs for the North Improvements plus costs related to the issuance of the initial series of North Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $15,398,213 as shown in **Table V-A**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Authorized Improvements, and updating the Assessment Roll shown on **Appendix A**. Any update to this SAP is herein referred as an "Annual Service Plan Update."

Table V-A summarizes the sources and uses of funds required to construct the North Improvements, establish the PID, and issue the North Improvement Area Bonds. The sources and uses of funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-A
North Improvement Area
Sources and Uses of Funds

Sources of Funds	
Principal Amount	$ 13,515,000.00
Developer Deposit (a)	$ 1,883,213.00
Development Costs for North Improvements paid prior to Delivery of Bonds	$ 129,944.82
	$ 15,528,157.82

Uses of Funds	
Deposit to North Improvement Area Bond Improvement Account	$ 9,686,787.50
Development Costs for North Improvements paid prior to Delivery of Bonds	$ 129,944.82
Deposit to Developer Improvement Account	$ 1,883,213.00
Deposit to Capitalized Interest Account	$ 1,855,375.00
Deposit to Reserve Account	$ 1,067,387.50
Cost of Issuance (b)	$ 905,450.00
	$ 15,528,157.82

(a) Represents approximate amount of funds required to be deposited by the Developer at the delivery of the Bonds to fund costs of the North Improvements not financed by Bond proceeds.

(b) Includes Underwriter's discount and structuring fee

The projected Annual Installments for the first five years after the approval of this SAP for the North Improvement Area Bonds are presented in **Table V-B**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-B
North Improvement Area
Projected Annual Installments

Period Ending Sept. 15	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments
2016	$ -	$ 448,694	$ 30,000	$ 40,545	$ 27,030	$ -	$ (478,694)	$ 67,575
2017	$ -	$ 897,388	$ 30,600	$ 40,545	$ 27,030	$ -	$ (927,988)	$ 67,575
2018	$ 170,000	$ 897,388	$ 31,212	$ 40,035	$ 26,690	$ -	$ (448,694)	$ 716,631
2019	$ 180,000	$ 886,338	$ 31,836	$ 39,495	$ 26,330	$ -	$ -	$ 1,163,999
2020	$ 190,000	$ 874,638	$ 32,473	$ 38,925	$ 25,950	$ -	$ -	$ 1,161,985
2021	$ 200,000	$ 862,288	$ 33,122	$ -	$ 25,550	$ -	$ -	$ 1,120,960
Total	**$ 740,000**	**$ 4,866,731**	**$ 189,244**	**$ 199,545**	**$ 158,580**		**$ (1,855,375)**	**$ 4,298,725**

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the NIA PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.66% interest rate and a 31 year term for the initial series of NIA PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

Section VI

TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located Within the North Improvement Area

The Assessments and Annual Installments for the North Improvement Area Assessed Property are shown on the North Improvement Area Assessment Roll in **Appendix A**. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the North Improvement Area Bonds, (ii) to fund the Prepayment Reserve for the North Improvement Area Bonds, (iii) to fund the Delinquency Reserve for the North Improvement Area Bonds, and (iv) to cover the Administrative Expenses of the North Improvement Area.

B. Amount of Assessments and Annual Installments for Parcels Located Within Future Improvement Areas

When and if Future Improvement Areas are developed, this SAP will be amended to determine the Assessment and Annual Installments associated with the costs of Future Improvement Area Improvements for each Assessed Property located within a Future Improvement Area (a new Appendix will be added as the Assessment Roll for each Future Improvement Area). The Assessment shall not exceed the benefit received by the Assessed Property.

C. Reallocation of Assessments for Parcels Located Within the North Improvement Area

- *Upon Division Prior to Recording of Subdivision Plat*

The Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as **Appendix C** (the "Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Assessments shown on **Table IV-C** for each Lot type was added up to calculate the amount of the Assessment for each Parcel. As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Assessment that it was assigned pursuant to **Table IV-B**.

If Lots are not platted in accordance with the Parcel Map, the Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Assessment for each Lot as identified in **Table IV-B**.

- *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has an Assessment applied to it, as shown in **Table IV-B**, and is then subdivided again, such newly subdivided lots will be the Assessment of the applicable lot size as set forth in **Table IV-B**. In no event will the new subdivision cause the sum of the Assessments for the newly subdivided Lots to be greater than the Assessment for the undivided Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Assessment for each Lot size as identified in **Table IV-B**.

- *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Assessment for the consolidated Assessed Property shall be the sum of the Assessments for the Assessed Properties prior to consolidation. 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 and, to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Assessed Property. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

- *Upon Change from a Commercial Parcel to a Residential Parcel*

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Assessment that a Lot within its similar Lot Type is assessed.

- *Upon Transfer between Parcels with Different Uses*

Should an owner of an Assessed Property choose to transfer the intended land use between all or a portion of one or more Parcels or Lots, in no event will the transfer cause the sum of the Assessments for the affected Parcels or Lots to be greater than the Assessment for those Parcels or Lots prior to the transfer of use.

If uses are transferred among Parcels or Lots, the Assessments for each affected Parcel or Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Assessment for each Parcel or Lot as identified in **Table IV-B**.

D. Reallocation of Assessments for Parcels Located Within Future Improvement Areas

As Future Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Improvement Area.

E. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

If the Assessment for a Parcel created by a replat (the "Replatted Parcel") is greater than the Assessment for the corresponding Parcel(s) that were replatted (the "Original Parcel"), then following compliance with the notice and hearing requirement of the PID Act and prior to the recordation of the replat such owner shall pay the amount calculated by the Administrator by which the Assessment for the Replatted Parcel exceeds the Assessment of the Original Parcel, unless (i) the owner or owners of the Replatted Parcel and Original Parcel provide an executed waiver of notice and consent to levy of the additional or higher amount of the Assessment in connection with and prior to the recording of the replat and (ii) a supplemental Assessment Ordinance with respect to the Assessed Property within the replat is approved by the City Council.

If after the issuance of PID Bonds, the Assessments for Assessed Property created by a subdivision or replatting (the "Replatted Property") are less than the Assessments applicable to the Assessed Property so subdivided or replatted (the "Original Property"), then following compliance with the notice and hearing requirement of the PID Act prior to the recordation of the document subdividing or replatting the Original Property and prior to the recordation of the document subdividing or replatting the Original Property such owner shall pay the amount calculated by the Administrator by which the Assessments for the Original Property exceeds the Assessments for the Replatted Property.

F. Reduction of Assessments

If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. Additionally, the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, use such excess bond proceeds to fund additional Authorized Improvements in the PID. The Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if any of the Authorized Improvements to be funded with a series of PID Bonds are not undertaken resulting in excess PID Bond proceeds then the City may, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

G. Payment of Assessments

- *Payment in Full*

    - The Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

    - If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

    - Upon payment in full of an Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."

- At the option of a Parcel or Lot owner, the Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

- *Payment of Annual Installments*

  - If an Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Assessment. An Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses. The interest on the Assessments, or Annual Installments thereof, includes the interest generated from the Excess Interest Rate as described in **Section IV.H**.

  - The Annual Installments as listed on the North Improvement Area Assessment Roll have been calculated assuming a weighted average interest rate on the North Improvement Area Bonds of 6.50%. The principal amounts of Annual Installments may not exceed the amounts shown on the North Improvement Area Assessment Roll except pursuant to any amendment or update to this SAP. The interest on the Assessments, or Annual Installments thereof, includes the interest generated from the Excess Interest Rate as described in **Section IV.H**.

  - The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds plus the interest generated from the Excess Interest Rate and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

  - The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds plus interest generated from the Excess Interest Rate, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

H. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City Council for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) 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. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the North Improvement Area Bonds will be due when billed, and will be delinquent if not paid prior to February 1, 2017.

I. Surplus Funds Remaining in the North Improvement Area Bond Improvement Account

If proceeds from the North Improvement Area Bonds still remain after all of the North Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.F** of this SAP.

Section VII

THE ASSESSMENT ROLL

A. North Improvement Area Assessment Roll

The City Council has evaluated each Parcel in the North Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The North Improvement Area Assessed Property will be assessed for the special benefits conferred upon that portion of the Property by the North Improvements. **Table VII-A** summarizes the $15,398,213 in special benefit received by the North Improvement Area Assessed Property from the North Improvements, the costs of the PID formation, and the North Improvement Area Bonds issuance costs. The par amount of the North Improvement Area Bonds is $13,515,000, which is less than the benefit received by the North Improvement Area Assessed Property. Accordingly, the total Assessment to be applied to all the North Improvement Area Assessed Property is $13,515,000 plus annual Administrative Expenses. The Assessment for each North Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-E**. The North Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A
North Improvement Area
Special Benefit Summary

Authorized Improvement	Total Cost (a)
North Improvements	
Total Authorized Improvements	**$ 11,570,000**
PID Formation/Bond Cost of Issuance	
Reserve Fund	$ 1,067,388
Capitalized Interest	$ 1,855,375
Underwriter's Discount/Financial Advisor Fee	$ 405,450
Cost of Issuance	$ 500,000
PID Formation/Bond Cost of Issuance	**$ 3,828,213**
Total Special Benefit	**$ 15,398,213**
Special Benefit	
Total Special Benefit	$ 15,398,213
Projected PID Special Assessment	$ 13,515,000
Excess Benefit	**$ 1,883,213**

B. Future Improvement Area Assessment Rolls

As Future Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Areas (e.g. an Appendix A-1, A-2, and so on will be added as the Assessment Roll for Future Improvement Areas).

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel, (ii) the Assessment for each Assessed Property, including any adjustments authorized by this SAP or the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by **Section VI.G** of this SAP.

The Service and Assessment Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid plus the Excess Interest Rate, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Landowner funds.

Section VIII

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the property owners in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Assessment shall terminate on the date the Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to this Service and Assessment Plan may be made as permitted or required by the PID Act and Texas law.

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

North Improvement Area Assessment Roll

Appendix A
Special Assessment by Parcel

Parcel	Owner	Estimated Assessable Units/SF	Prospective Market Value per Appraisal	PID Bond Special Assessment	Equivalent Tax Rate per Appraisal	Equivalent Tax Rate at Build Out
1	Bayside Land Partners, LLC	167	12,500,000	$ 2,736,277	$ 1.78	$ 0.32
2	Bayside Land Partners, LLC	192	7,170,000	$ 3,145,899	$ 3.57	$ 0.32
3	Bayside Land Partners, LLC	338	5,400,000	$ 2,027,371	$ 3.05	$ 0.32
4	Bayside Land Partners, LLC	462	8,100,000	$ 2,771,140	$ 2.78	$ 0.32
5	Bayside Land Partners, LLC	29,315	1,850,000	$ 263,753	$ 1.16	$ 0.32
6	Bayside Land Partners, LLC	69,690	2,300,000	$ 627,016	$ 2.22	$ 0.32
7	Bayside Land Partners, LLC	24,927	1,100,000	$ 224,273	$ 1.66	$ 0.32
8	Bayside Land Partners, LLC	67,583	3,740,000	$ 608,058	$ 1.32	$ 0.32
9	Bayside Land Partners, LLC	55,471	2,260,000	$ 499,084	$ 1.79	$ 0.32
10	Bayside Land Partners, LLC	53,014	1,980,000	$ 476,978	$ 1.96	$ 0.32
HOA	Bayside Land Partners, LLC			$ 135,150		
Totals			**$ 46,400,000**	**$ 13,515,000**		

Note: Preliminary and subject to change

Appendix A-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 448,694	$ 448,694	$ 30,000	$ 40,545	$ 27,030	$ -	$ (478,694)	$ 67,575
09/15/17	$ -	$ 897,388	$ 897,388	$ 30,600	$ 40,545	$ 27,030	$ -	$ (927,988)	$ 67,575
09/15/18	$ 170,000	$ 897,388	$ 1,067,388	$ 31,212	$ 40,035	$ 26,690	$ -	$ (448,694)	$ 716,631
09/15/19	$ 180,000	$ 886,338	$ 1,066,338	$ 31,836	$ 39,495	$ 26,330	$ -	$ -	$ 1,163,999
09/15/20	$ 190,000	$ 874,638	$ 1,064,638	$ 32,473	$ 38,925	$ 25,950	$ -	$ -	$ 1,161,985
09/15/21	$ 200,000	$ 862,288	$ 1,062,288	$ 33,122	$ -	$ 25,550	$ -	$ -	$ 1,120,960
09/15/22	$ 215,000	$ 849,288	$ 1,064,288	$ 33,785	$ -	$ 25,120	$ -	$ -	$ 1,123,192
09/15/23	$ 230,000	$ 835,313	$ 1,065,313	$ 34,461	$ -	$ 24,660	$ -	$ -	$ 1,124,433
09/15/24	$ 245,000	$ 820,363	$ 1,065,363	$ 35,150	$ -	$ 24,170	$ -	$ -	$ 1,124,682
09/15/25	$ 260,000	$ 804,438	$ 1,064,438	$ 35,853	$ -	$ 23,650	$ -	$ -	$ 1,123,940
09/15/26	$ 275,000	$ 787,538	$ 1,062,538	$ 36,570	$ -	$ 23,100	$ -	$ -	$ 1,122,207
09/15/27	$ 295,000	$ 769,663	$ 1,064,663	$ 37,301	$ -	$ 22,510	$ -	$ -	$ 1,124,474
09/15/28	$ 315,000	$ 750,488	$ 1,065,488	$ 38,047	$ -	$ 21,880	$ -	$ -	$ 1,125,415
09/15/29	$ 335,000	$ 730,013	$ 1,065,013	$ 38,808	$ -	$ 21,210	$ -	$ -	$ 1,125,031
09/15/30	$ 355,000	$ 708,238	$ 1,063,238	$ 39,584	$ -	$ 20,500	$ -	$ -	$ 1,123,322
09/15/31	$ 380,000	$ 685,163	$ 1,065,163	$ 40,376	$ -	$ 19,740	$ -	$ -	$ 1,125,279
09/15/32	$ 405,000	$ 660,463	$ 1,065,463	$ 41,184	$ -	$ -	$ -	$ -	$ 1,106,646
09/15/33	$ 430,000	$ 634,138	$ 1,064,138	$ 42,007	$ -	$ -	$ -	$ -	$ 1,106,145
09/15/34	$ 460,000	$ 606,188	$ 1,066,188	$ 42,847	$ -	$ -	$ -	$ -	$ 1,109,035
09/15/35	$ 490,000	$ 576,288	$ 1,066,288	$ 43,704	$ -	$ -	$ -	$ -	$ 1,109,992
09/15/36	$ 520,000	$ 544,438	$ 1,064,438	$ 44,578	$ -	$ -	$ -	$ -	$ 1,109,016
09/15/37	$ 555,000	$ 510,638	$ 1,065,638	$ 45,470	$ -	$ -	$ -	$ -	$ 1,111,107
09/15/38	$ 590,000	$ 473,175	$ 1,063,175	$ 46,379	$ -	$ -	$ -	$ -	$ 1,109,554
09/15/39	$ 630,000	$ 433,350	$ 1,063,350	$ 47,307	$ -	$ -	$ -	$ -	$ 1,110,657
09/15/40	$ 675,000	$ 390,825	$ 1,065,825	$ 48,253	$ -	$ -	$ -	$ -	$ 1,114,078
09/15/41	$ 720,000	$ 345,263	$ 1,065,263	$ 49,218	$ -	$ -	$ -	$ -	$ 1,114,481
09/15/42	$ 770,000	$ 296,663	$ 1,066,663	$ 50,203	$ -	$ -	$ -	$ -	$ 1,116,865
09/15/43	$ 820,000	$ 244,688	$ 1,064,688	$ 51,207	$ -	$ -	$ -	$ -	$ 1,115,894
09/15/44	$ 875,000	$ 189,338	$ 1,064,338	$ 52,231	$ -	$ -	$ -	$ -	$ 1,116,568
09/15/45	$ 935,000	$ 130,275	$ 1,065,275	$ 53,275	$ -	$ -	$ -	$ -	$ 1,118,550
09/15/46	$ 995,000	$ 67,163	$ 1,062,163	$ 54,341	$ -	$ -	$ (1,067,388)	$ -	$ 49,116
Totals	$ 13,515,000	$ 18,710,119	$ 32,225,119	$ 1,271,383	$ 199,545	$ 385,120	$ (1,067,388)	$ (1,855,375)	$ 31,158,404

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-2
Annual Installments - Parcel No. 1

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 90,844	$ 90,844	$ 6,074	$ 8,209	$ 5,473	$ -	$ (96,917)	$ 13,681
09/15/17	$ -	$ 181,687	$ 181,687	$ 6,195	$ 8,209	$ 5,473	$ -	$ (187,882)	$ 13,681
09/15/18	$ 34,419	$ 181,687	$ 216,106	$ 6,319	$ 8,106	$ 5,404	$ -	$ (90,844)	$ 145,091
09/15/19	$ 36,443	$ 179,450	$ 215,893	$ 6,446	$ 7,996	$ 5,331	$ -	$ -	$ 235,666
09/15/20	$ 38,468	$ 177,081	$ 215,549	$ 6,575	$ 7,881	$ 5,254	$ -	$ -	$ 235,258
09/15/21	$ 40,492	$ 174,581	$ 215,073	$ 6,706	$ -	$ 5,173	$ -	$ -	$ 226,952
09/15/22	$ 43,529	$ 171,949	$ 215,478	$ 6,840	$ -	$ 5,086	$ -	$ -	$ 227,404
09/15/23	$ 46,566	$ 169,119	$ 215,686	$ 6,977	$ -	$ 4,993	$ -	$ -	$ 227,655
09/15/24	$ 49,603	$ 166,092	$ 215,696	$ 7,117	$ -	$ 4,894	$ -	$ -	$ 227,706
09/15/25	$ 52,640	$ 162,868	$ 215,508	$ 7,259	$ -	$ 4,788	$ -	$ -	$ 227,555
09/15/26	$ 55,677	$ 159,447	$ 215,124	$ 7,404	$ -	$ 4,677	$ -	$ -	$ 227,205
09/15/27	$ 59,726	$ 155,828	$ 215,554	$ 7,552	$ -	$ 4,557	$ -	$ -	$ 227,663
09/15/28	$ 63,776	$ 151,945	$ 215,721	$ 7,703	$ -	$ 4,430	$ -	$ -	$ 227,854
09/15/29	$ 67,825	$ 147,800	$ 215,625	$ 7,857	$ -	$ 4,294	$ -	$ -	$ 227,776
09/15/30	$ 71,874	$ 143,391	$ 215,265	$ 8,014	$ -	$ 4,150	$ -	$ -	$ 227,430
09/15/31	$ 76,936	$ 138,720	$ 215,655	$ 8,175	$ -	$ 3,997	$ -	$ -	$ 227,826
09/15/32	$ 81,997	$ 133,719	$ 215,716	$ 8,338	$ -	$ -	$ -	$ -	$ 224,054
09/15/33	$ 87,059	$ 128,389	$ 215,448	$ 8,505	$ -	$ -	$ -	$ -	$ 223,952
09/15/34	$ 93,133	$ 122,730	$ 215,863	$ 8,675	$ -	$ -	$ -	$ -	$ 224,538
09/15/35	$ 99,206	$ 116,676	$ 215,883	$ 8,848	$ -	$ -	$ -	$ -	$ 224,731
09/15/36	$ 105,280	$ 110,228	$ 215,508	$ 9,025	$ -	$ -	$ -	$ -	$ 224,534
09/15/37	$ 112,367	$ 103,385	$ 215,751	$ 9,206	$ -	$ -	$ -	$ -	$ 224,957
09/15/38	$ 119,453	$ 95,800	$ 215,253	$ 9,390	$ -	$ -	$ -	$ -	$ 224,643
09/15/39	$ 127,551	$ 87,737	$ 215,288	$ 9,578	$ -	$ -	$ -	$ -	$ 224,866
09/15/40	$ 136,662	$ 79,127	$ 215,789	$ 9,769	$ -	$ -	$ -	$ -	$ 225,559
09/15/41	$ 145,773	$ 69,903	$ 215,675	$ 9,965	$ -	$ -	$ -	$ -	$ 225,640
09/15/42	$ 155,896	$ 60,063	$ 215,959	$ 10,164	$ -	$ -	$ -	$ -	$ 226,123
09/15/43	$ 166,019	$ 49,540	$ 215,559	$ 10,367	$ -	$ -	$ -	$ -	$ 225,926
09/15/44	$ 177,154	$ 38,334	$ 215,488	$ 10,575	$ -	$ -	$ -	$ -	$ 226,063
09/15/45	$ 189,302	$ 26,376	$ 215,678	$ 10,786	$ -	$ -	$ -	$ -	$ 226,464
09/15/46	$ 201,450	$ 13,598	$ 215,048	$ 11,002	$ -	$ -	$ (216,106)	$ -	$ 9,944
Totals	$ 2,736,277	$ 3,788,092	$ 6,524,368	$ 257,407	$ 40,400	$ 77,972	$ (216,106)	$ (375,643)	$ 6,308,399

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-3
Annual Installments - Parcel No. 2

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 104,443	$ 104,443	$ 6,983	$ 9,438	$ 6,292	$ -	$ (111,426)	$ 15,729
09/15/17	$ -	$ 208,886	$ 208,886	$ 7,123	$ 9,438	$ 6,292	$ -	$ (216,008)	$ 15,729
09/15/18	$ 39,571	$ 208,886	$ 248,457	$ 7,265	$ 9,319	$ 6,213	$ -	$ (104,443)	$ 166,811
09/15/19	$ 41,899	$ 206,314	$ 248,212	$ 7,411	$ 9,193	$ 6,129	$ -	$ -	$ 270,945
09/15/20	$ 44,226	$ 203,590	$ 247,817	$ 7,559	$ 9,061	$ 6,040	$ -	$ -	$ 270,476
09/15/21	$ 46,554	$ 200,715	$ 247,270	$ 7,710	$ -	$ 5,947	$ -	$ -	$ 260,927
09/15/22	$ 50,046	$ 197,689	$ 247,735	$ 7,864	$ -	$ 5,847	$ -	$ -	$ 261,447
09/15/23	$ 53,537	$ 194,436	$ 247,974	$ 8,021	$ -	$ 5,740	$ -	$ -	$ 261,735
09/15/24	$ 57,029	$ 190,957	$ 247,985	$ 8,182	$ -	$ 5,626	$ -	$ -	$ 261,793
09/15/25	$ 60,520	$ 187,250	$ 247,770	$ 8,345	$ -	$ 5,505	$ -	$ -	$ 261,621
09/15/26	$ 64,012	$ 183,316	$ 247,328	$ 8,512	$ -	$ 5,377	$ -	$ -	$ 261,217
09/15/27	$ 68,667	$ 179,155	$ 247,822	$ 8,683	$ -	$ 5,240	$ -	$ -	$ 261,745
09/15/28	$ 73,323	$ 174,692	$ 248,014	$ 8,856	$ -	$ 5,093	$ -	$ -	$ 261,964
09/15/29	$ 77,978	$ 169,926	$ 247,904	$ 9,033	$ -	$ 4,937	$ -	$ -	$ 261,874
09/15/30	$ 82,634	$ 164,857	$ 247,491	$ 9,214	$ -	$ 4,772	$ -	$ -	$ 261,477
09/15/31	$ 88,453	$ 159,486	$ 247,939	$ 9,398	$ -	$ 4,595	$ -	$ -	$ 261,932
09/15/32	$ 94,272	$ 153,736	$ 248,009	$ 9,586	$ -	$ -	$ -	$ -	$ 257,595
09/15/33	$ 100,091	$ 147,609	$ 247,700	$ 9,778	$ -	$ -	$ -	$ -	$ 257,478
09/15/34	$ 107,075	$ 141,103	$ 248,177	$ 9,974	$ -	$ -	$ -	$ -	$ 258,151
09/15/35	$ 114,058	$ 134,143	$ 248,201	$ 10,173	$ -	$ -	$ -	$ -	$ 258,374
09/15/36	$ 121,041	$ 126,729	$ 247,770	$ 10,377	$ -	$ -	$ -	$ -	$ 258,147
09/15/37	$ 129,188	$ 118,862	$ 248,049	$ 10,584	$ -	$ -	$ -	$ -	$ 258,634
09/15/38	$ 137,335	$ 110,141	$ 247,476	$ 10,796	$ -	$ -	$ -	$ -	$ 258,272
09/15/39	$ 146,646	$ 100,871	$ 247,517	$ 11,012	$ -	$ -	$ -	$ -	$ 258,529
09/15/40	$ 157,120	$ 90,973	$ 248,093	$ 11,232	$ -	$ -	$ -	$ -	$ 259,325
09/15/41	$ 167,595	$ 80,367	$ 247,962	$ 11,457	$ -	$ -	$ -	$ -	$ 259,419
09/15/42	$ 179,234	$ 69,054	$ 248,288	$ 11,686	$ -	$ -	$ -	$ -	$ 259,974
09/15/43	$ 190,872	$ 56,956	$ 247,828	$ 11,919	$ -	$ -	$ -	$ -	$ 259,748
09/15/44	$ 203,675	$ 44,072	$ 247,747	$ 12,158	$ -	$ -	$ -	$ -	$ 259,905
09/15/45	$ 217,641	$ 30,324	$ 247,965	$ 12,401	$ -	$ -	$ -	$ -	$ 260,366
09/15/46	$ 231,607	$ 15,633	$ 247,241	$ 12,649	$ -	$ -	$ (248,457)	$ -	$ 11,433
Totals	$ 3,145,899	$ 4,355,171	$ 7,501,070	$ 295,941	$ 46,448	$ 89,645	$ (248,457)	$ (431,877)	$ 7,252,770

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-4
Annual Installments - Parcel No. 3

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 67,308	$ 67,308	$ 4,500	$ 6,082	$ 4,055	$ -	$ (71,808)	$ 10,137
09/15/17	$ -	$ 134,616	$ 134,616	$ 4,590	$ 6,082	$ 4,055	$ -	$ (139,206)	$ 10,137
09/15/18	$ 25,502	$ 134,616	$ 160,118	$ 4,682	$ 6,006	$ 4,004	$ -	$ (67,308)	$ 107,501
09/15/19	$ 27,002	$ 132,959	$ 159,960	$ 4,776	$ 5,925	$ 3,950	$ -	$ -	$ 174,610
09/15/20	$ 28,502	$ 131,203	$ 159,705	$ 4,871	$ 5,839	$ 3,893	$ -	$ -	$ 174,308
09/15/21	$ 30,002	$ 129,351	$ 159,353	$ 4,969	$ -	$ 3,833	$ -	$ -	$ 168,154
09/15/22	$ 32,252	$ 127,401	$ 159,653	$ 5,068	$ -	$ 3,768	$ -	$ -	$ 168,489
09/15/23	$ 34,502	$ 125,304	$ 159,806	$ 5,169	$ -	$ 3,699	$ -	$ -	$ 168,675
09/15/24	$ 36,752	$ 123,062	$ 159,814	$ 5,273	$ -	$ 3,626	$ -	$ -	$ 168,712
09/15/25	$ 39,002	$ 120,673	$ 159,675	$ 5,378	$ -	$ 3,548	$ -	$ -	$ 168,601
09/15/26	$ 41,252	$ 118,138	$ 159,390	$ 5,486	$ -	$ 3,465	$ -	$ -	$ 168,341
09/15/27	$ 44,253	$ 115,456	$ 159,709	$ 5,596	$ -	$ 3,377	$ -	$ -	$ 168,681
09/15/28	$ 47,253	$ 112,580	$ 159,833	$ 5,707	$ -	$ 3,282	$ -	$ -	$ 168,822
09/15/29	$ 50,253	$ 109,508	$ 159,761	$ 5,822	$ -	$ 3,182	$ -	$ -	$ 168,765
09/15/30	$ 53,253	$ 106,242	$ 159,495	$ 5,938	$ -	$ 3,075	$ -	$ -	$ 168,508
09/15/31	$ 57,003	$ 102,781	$ 159,784	$ 6,057	$ -	$ 2,961	$ -	$ -	$ 168,802
09/15/32	$ 60,754	$ 99,075	$ 159,829	$ 6,178	$ -	$ -	$ -	$ -	$ 166,007
09/15/33	$ 64,504	$ 95,126	$ 159,630	$ 6,301	$ -	$ -	$ -	$ -	$ 165,932
09/15/34	$ 69,004	$ 90,934	$ 159,938	$ 6,427	$ -	$ -	$ -	$ -	$ 166,365
09/15/35	$ 73,504	$ 86,448	$ 159,953	$ 6,556	$ -	$ -	$ -	$ -	$ 166,509
09/15/36	$ 78,005	$ 81,671	$ 159,675	$ 6,687	$ -	$ -	$ -	$ -	$ 166,362
09/15/37	$ 83,255	$ 76,600	$ 159,855	$ 6,821	$ -	$ -	$ -	$ -	$ 166,676
09/15/38	$ 88,505	$ 70,980	$ 159,486	$ 6,957	$ -	$ -	$ -	$ -	$ 166,443
09/15/39	$ 94,506	$ 65,006	$ 159,512	$ 7,096	$ -	$ -	$ -	$ -	$ 166,609
09/15/40	$ 101,256	$ 58,627	$ 159,883	$ 7,238	$ -	$ -	$ -	$ -	$ 167,122
09/15/41	$ 108,006	$ 51,792	$ 159,799	$ 7,383	$ -	$ -	$ -	$ -	$ 167,182
09/15/42	$ 115,507	$ 44,502	$ 160,009	$ 7,531	$ -	$ -	$ -	$ -	$ 167,540
09/15/43	$ 123,007	$ 36,705	$ 159,713	$ 7,681	$ -	$ -	$ -	$ -	$ 167,394
09/15/44	$ 131,258	$ 28,402	$ 159,660	$ 7,835	$ -	$ -	$ -	$ -	$ 167,495
09/15/45	$ 140,258	$ 19,542	$ 159,801	$ 7,992	$ -	$ -	$ -	$ -	$ 167,793
09/15/46	$ 149,259	$ 10,075	$ 159,334	$ 8,152	$ -	$ -	$ (160,118)	$ -	$ 7,368
Totals	$ 2,027,371	$ 2,806,686	$ 4,834,057	$ 190,719	$ 29,934	$ 57,771	$ (160,118)	$ (278,323)	$ 4,674,040

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-5
Annual Installments - Parcel No. 4

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 92,001	$ 92,001	$ 6,151	$ 8,313	$ 5,542	$ -	$ (98,152)	$ 13,856
09/15/17	$ -	$ 184,002	$ 184,002	$ 6,274	$ 8,313	$ 5,542	$ -	$ (190,276)	$ 13,856
09/15/18	$ 34,857	$ 184,002	$ 218,859	$ 6,400	$ 8,209	$ 5,473	$ -	$ (92,001)	$ 146,939
09/15/19	$ 36,908	$ 181,736	$ 218,644	$ 6,528	$ 8,098	$ 5,399	$ -	$ -	$ 238,668
09/15/20	$ 38,958	$ 179,337	$ 218,295	$ 6,658	$ 7,981	$ 5,321	$ -	$ -	$ 238,256
09/15/21	$ 41,008	$ 176,805	$ 217,813	$ 6,791	$ -	$ 5,239	$ -	$ -	$ 229,844
09/15/22	$ 44,084	$ 174,139	$ 218,223	$ 6,927	$ -	$ 5,151	$ -	$ -	$ 230,301
09/15/23	$ 47,160	$ 171,274	$ 218,434	$ 7,066	$ -	$ 5,056	$ -	$ -	$ 230,556
09/15/24	$ 50,235	$ 168,209	$ 218,444	$ 7,207	$ -	$ 4,956	$ -	$ -	$ 230,607
09/15/25	$ 53,311	$ 164,943	$ 218,254	$ 7,351	$ -	$ 4,849	$ -	$ -	$ 230,455
09/15/26	$ 56,387	$ 161,478	$ 217,865	$ 7,498	$ -	$ 4,736	$ -	$ -	$ 230,099
09/15/27	$ 60,487	$ 157,813	$ 218,300	$ 7,648	$ -	$ 4,615	$ -	$ -	$ 230,564
09/15/28	$ 64,588	$ 153,881	$ 218,470	$ 7,801	$ -	$ 4,486	$ -	$ -	$ 230,757
09/15/29	$ 68,689	$ 149,683	$ 218,372	$ 7,957	$ -	$ 4,349	$ -	$ -	$ 230,678
09/15/30	$ 72,790	$ 145,218	$ 218,008	$ 8,116	$ -	$ 4,203	$ -	$ -	$ 230,328
09/15/31	$ 77,916	$ 140,487	$ 218,403	$ 8,279	$ -	$ 4,048	$ -	$ -	$ 230,729
09/15/32	$ 83,042	$ 135,422	$ 218,464	$ 8,444	$ -	$ -	$ -	$ -	$ 226,909
09/15/33	$ 88,168	$ 130,025	$ 218,193	$ 8,613	$ -	$ -	$ -	$ -	$ 226,806
09/15/34	$ 94,319	$ 124,294	$ 218,613	$ 8,786	$ -	$ -	$ -	$ -	$ 227,399
09/15/35	$ 100,471	$ 118,163	$ 218,634	$ 8,961	$ -	$ -	$ -	$ -	$ 227,595
09/15/36	$ 106,622	$ 111,632	$ 218,254	$ 9,140	$ -	$ -	$ -	$ -	$ 227,395
09/15/37	$ 113,798	$ 104,702	$ 218,500	$ 9,323	$ -	$ -	$ -	$ -	$ 227,824
09/15/38	$ 120,975	$ 97,021	$ 217,995	$ 9,510	$ -	$ -	$ -	$ -	$ 227,505
09/15/39	$ 129,176	$ 88,855	$ 218,031	$ 9,700	$ -	$ -	$ -	$ -	$ 227,731
09/15/40	$ 138,403	$ 80,135	$ 218,539	$ 9,894	$ -	$ -	$ -	$ -	$ 228,433
09/15/41	$ 147,630	$ 70,793	$ 218,423	$ 10,092	$ -	$ -	$ -	$ -	$ 228,515
09/15/42	$ 157,882	$ 60,828	$ 218,710	$ 10,294	$ -	$ -	$ -	$ -	$ 229,004
09/15/43	$ 168,134	$ 50,171	$ 218,305	$ 10,499	$ -	$ -	$ -	$ -	$ 228,805
09/15/44	$ 179,412	$ 38,822	$ 218,234	$ 10,709	$ -	$ -	$ -	$ -	$ 228,943
09/15/45	$ 191,714	$ 26,712	$ 218,426	$ 10,924	$ -	$ -	$ -	$ -	$ 229,350
09/15/46	$ 204,017	$ 13,771	$ 217,788	$ 11,142	$ -	$ -	$ (218,859)	$ -	$ 10,071
Totals	$ 2,771,140	$ 3,836,357	$ 6,607,498	$ 260,687	$ 40,915	$ 78,966	$ (218,859)	$ (380,430)	$ 6,388,777

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-6
Annual Installments - Parcel No. 5

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 8,757	$ 8,757	$ 585	$ 791	$ 528	$ -	$ (9,342)	$ 1,319
09/15/17	$ -	$ 17,513	$ 17,513	$ 597	$ 791	$ 528	$ -	$ (18,110)	$ 1,319
09/15/18	$ 3,318	$ 17,513	$ 20,831	$ 609	$ 781	$ 521	$ -	$ (8,757)	$ 13,985
09/15/19	$ 3,513	$ 17,297	$ 20,810	$ 621	$ 771	$ 514	$ -	$ -	$ 22,716
09/15/20	$ 3,708	$ 17,069	$ 20,777	$ 634	$ 760	$ 506	$ -	$ -	$ 22,677
09/15/21	$ 3,903	$ 16,828	$ 20,731	$ 646	$ -	$ 499	$ -	$ -	$ 21,876
09/15/22	$ 4,196	$ 16,574	$ 20,770	$ 659	$ -	$ 490	$ -	$ -	$ 21,920
09/15/23	$ 4,489	$ 16,302	$ 20,790	$ 673	$ -	$ 481	$ -	$ -	$ 21,944
09/15/24	$ 4,781	$ 16,010	$ 20,791	$ 686	$ -	$ 472	$ -	$ -	$ 21,949
09/15/25	$ 5,074	$ 15,699	$ 20,773	$ 700	$ -	$ 462	$ -	$ -	$ 21,934
09/15/26	$ 5,367	$ 15,369	$ 20,736	$ 714	$ -	$ 451	$ -	$ -	$ 21,901
09/15/27	$ 5,757	$ 15,020	$ 20,778	$ 728	$ -	$ 439	$ -	$ -	$ 21,945
09/15/28	$ 6,147	$ 14,646	$ 20,794	$ 743	$ -	$ 427	$ -	$ -	$ 21,963
09/15/29	$ 6,538	$ 14,247	$ 20,784	$ 757	$ -	$ 414	$ -	$ -	$ 21,956
09/15/30	$ 6,928	$ 13,822	$ 20,750	$ 773	$ -	$ 400	$ -	$ -	$ 21,922
09/15/31	$ 7,416	$ 13,371	$ 20,787	$ 788	$ -	$ 385	$ -	$ -	$ 21,960
09/15/32	$ 7,904	$ 12,889	$ 20,793	$ 804	$ -	$ -	$ -	$ -	$ 21,597
09/15/33	$ 8,392	$ 12,376	$ 20,767	$ 820	$ -	$ -	$ -	$ -	$ 21,587
09/15/34	$ 8,977	$ 11,830	$ 20,807	$ 836	$ -	$ -	$ -	$ -	$ 21,643
09/15/35	$ 9,563	$ 11,247	$ 20,809	$ 853	$ -	$ -	$ -	$ -	$ 21,662
09/15/36	$ 10,148	$ 10,625	$ 20,773	$ 870	$ -	$ -	$ -	$ -	$ 21,643
09/15/37	$ 10,831	$ 9,965	$ 20,797	$ 887	$ -	$ -	$ -	$ -	$ 21,684
09/15/38	$ 11,514	$ 9,234	$ 20,748	$ 905	$ -	$ -	$ -	$ -	$ 21,654
09/15/39	$ 12,295	$ 8,457	$ 20,752	$ 923	$ -	$ -	$ -	$ -	$ 21,675
09/15/40	$ 13,173	$ 7,627	$ 20,800	$ 942	$ -	$ -	$ -	$ -	$ 21,742
09/15/41	$ 14,051	$ 6,738	$ 20,789	$ 961	$ -	$ -	$ -	$ -	$ 21,750
09/15/42	$ 15,027	$ 5,790	$ 20,817	$ 980	$ -	$ -	$ -	$ -	$ 21,796
09/15/43	$ 16,003	$ 4,775	$ 20,778	$ 999	$ -	$ -	$ -	$ -	$ 21,777
09/15/44	$ 17,076	$ 3,695	$ 20,771	$ 1,019	$ -	$ -	$ -	$ -	$ 21,790
09/15/45	$ 18,247	$ 2,542	$ 20,789	$ 1,040	$ -	$ -	$ -	$ -	$ 21,829
09/15/46	$ 19,418	$ 1,311	$ 20,729	$ 1,060	$ -	$ -	$ (20,831)	$ -	$ 959
Totals	$ 263,753	$ 365,139	$ 628,892	$ 24,812	$ 3,894	$ 7,516	$ (20,831)	$ (36,209)	$ 608,075

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-7
Annual Installments - Parcel No. 6

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 20,817	$ 20,817	$ 1,392	$ 1,881	$ 1,254	$ -	$ (22,209)	$ 3,135
09/15/17	$ -	$ 41,633	$ 41,633	$ 1,420	$ 1,881	$ 1,254	$ -	$ (43,053)	$ 3,135
09/15/18	$ 7,887	$ 41,633	$ 49,520	$ 1,448	$ 1,857	$ 1,238	$ -	$ (20,817)	$ 33,247
09/15/19	$ 8,351	$ 41,121	$ 49,472	$ 1,477	$ 1,832	$ 1,222	$ -	$ -	$ 54,003
09/15/20	$ 8,815	$ 40,578	$ 49,393	$ 1,507	$ 1,806	$ 1,204	$ -	$ -	$ 53,909
09/15/21	$ 9,279	$ 40,005	$ 49,284	$ 1,537	$ -	$ 1,185	$ -	$ -	$ 52,006
09/15/22	$ 9,975	$ 39,402	$ 49,377	$ 1,567	$ -	$ 1,165	$ -	$ -	$ 52,109
09/15/23	$ 10,671	$ 38,754	$ 49,424	$ 1,599	$ -	$ 1,144	$ -	$ -	$ 52,167
09/15/24	$ 11,367	$ 38,060	$ 49,426	$ 1,631	$ -	$ 1,121	$ -	$ -	$ 52,179
09/15/25	$ 12,062	$ 37,321	$ 49,384	$ 1,663	$ -	$ 1,097	$ -	$ -	$ 52,144
09/15/26	$ 12,758	$ 36,537	$ 49,295	$ 1,697	$ -	$ 1,072	$ -	$ -	$ 52,064
09/15/27	$ 13,686	$ 35,708	$ 49,394	$ 1,731	$ -	$ 1,044	$ -	$ -	$ 52,169
09/15/28	$ 14,614	$ 34,818	$ 49,432	$ 1,765	$ -	$ 1,015	$ -	$ -	$ 52,213
09/15/29	$ 15,542	$ 33,868	$ 49,410	$ 1,800	$ -	$ 984	$ -	$ -	$ 52,195
09/15/30	$ 16,470	$ 32,858	$ 49,328	$ 1,836	$ -	$ 951	$ -	$ -	$ 52,115
09/15/31	$ 17,630	$ 31,787	$ 49,417	$ 1,873	$ -	$ 916	$ -	$ -	$ 52,206
09/15/32	$ 18,790	$ 30,642	$ 49,431	$ 1,911	$ -	$ -	$ -	$ -	$ 51,342
09/15/33	$ 19,949	$ 29,420	$ 49,370	$ 1,949	$ -	$ -	$ -	$ -	$ 51,319
09/15/34	$ 21,341	$ 28,123	$ 49,465	$ 1,988	$ -	$ -	$ -	$ -	$ 51,453
09/15/35	$ 22,733	$ 26,736	$ 49,469	$ 2,028	$ -	$ -	$ -	$ -	$ 51,497
09/15/36	$ 24,125	$ 25,259	$ 49,384	$ 2,068	$ -	$ -	$ -	$ -	$ 51,452
09/15/37	$ 25,749	$ 23,691	$ 49,439	$ 2,110	$ -	$ -	$ -	$ -	$ 51,549
09/15/38	$ 27,372	$ 21,953	$ 49,325	$ 2,152	$ -	$ -	$ -	$ -	$ 51,477
09/15/39	$ 29,228	$ 20,105	$ 49,333	$ 2,195	$ -	$ -	$ -	$ -	$ 51,528
09/15/40	$ 31,316	$ 18,132	$ 49,448	$ 2,239	$ -	$ -	$ -	$ -	$ 51,687
09/15/41	$ 33,404	$ 16,018	$ 49,422	$ 2,283	$ -	$ -	$ -	$ -	$ 51,705
09/15/42	$ 35,723	$ 13,763	$ 49,487	$ 2,329	$ -	$ -	$ -	$ -	$ 51,816
09/15/43	$ 38,043	$ 11,352	$ 49,395	$ 2,376	$ -	$ -	$ -	$ -	$ 51,771
09/15/44	$ 40,595	$ 8,784	$ 49,379	$ 2,423	$ -	$ -	$ -	$ -	$ 51,802
09/15/45	$ 43,378	$ 6,044	$ 49,422	$ 2,472	$ -	$ -	$ -	$ -	$ 51,894
09/15/46	$ 46,162	$ 3,116	$ 49,278	$ 2,521	$ -	$ -	$ (49,520)	$ -	$ 2,279
Totals	$ 627,016	$ 868,038	$ 1,495,054	$ 58,985	$ 9,258	$ 17,867	$ (49,520)	$ (86,078)	$ 1,445,564

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-8
Annual Installments - Parcel No. 7

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 7,446	$ 7,446	$ 498	$ 673	$ 449	$ -	$ (7,944)	$ 1,121
09/15/17	$ -	$ 14,892	$ 14,892	$ 508	$ 673	$ 449	$ -	$ (15,399)	$ 1,121
09/15/18	$ 2,821	$ 14,892	$ 17,713	$ 518	$ 664	$ 443	$ -	$ (7,446)	$ 11,892
09/15/19	$ 2,987	$ 14,708	$ 17,695	$ 528	$ 655	$ 437	$ -	$ -	$ 19,316
09/15/20	$ 3,153	$ 14,514	$ 17,667	$ 539	$ 646	$ 431	$ -	$ -	$ 19,282
09/15/21	$ 3,319	$ 14,309	$ 17,628	$ 550	$ -	$ 424	$ -	$ -	$ 18,602
09/15/22	$ 3,568	$ 14,093	$ 17,661	$ 561	$ -	$ 417	$ -	$ -	$ 18,639
09/15/23	$ 3,817	$ 13,862	$ 17,678	$ 572	$ -	$ 409	$ -	$ -	$ 18,659
09/15/24	$ 4,066	$ 13,613	$ 17,679	$ 583	$ -	$ 401	$ -	$ -	$ 18,663
09/15/25	$ 4,315	$ 13,349	$ 17,664	$ 595	$ -	$ 392	$ -	$ -	$ 18,651
09/15/26	$ 4,563	$ 13,069	$ 17,632	$ 607	$ -	$ 383	$ -	$ -	$ 18,622
09/15/27	$ 4,895	$ 12,772	$ 17,667	$ 619	$ -	$ 374	$ -	$ -	$ 18,660
09/15/28	$ 5,227	$ 12,454	$ 17,681	$ 631	$ -	$ 363	$ -	$ -	$ 18,676
09/15/29	$ 5,559	$ 12,114	$ 17,673	$ 644	$ -	$ 352	$ -	$ -	$ 18,669
09/15/30	$ 5,891	$ 11,753	$ 17,644	$ 657	$ -	$ 340	$ -	$ -	$ 18,641
09/15/31	$ 6,306	$ 11,370	$ 17,676	$ 670	$ -	$ 328	$ -	$ -	$ 18,673
09/15/32	$ 6,721	$ 10,960	$ 17,681	$ 683	$ -	$ -	$ -	$ -	$ 18,364
09/15/33	$ 7,136	$ 10,523	$ 17,659	$ 697	$ -	$ -	$ -	$ -	$ 18,356
09/15/34	$ 7,633	$ 10,059	$ 17,693	$ 711	$ -	$ -	$ -	$ -	$ 18,404
09/15/35	$ 8,131	$ 9,563	$ 17,694	$ 725	$ -	$ -	$ -	$ -	$ 18,420
09/15/36	$ 8,629	$ 9,035	$ 17,664	$ 740	$ -	$ -	$ -	$ -	$ 18,403
09/15/37	$ 9,210	$ 8,474	$ 17,684	$ 755	$ -	$ -	$ -	$ -	$ 18,438
09/15/38	$ 9,791	$ 7,852	$ 17,643	$ 770	$ -	$ -	$ -	$ -	$ 18,412
09/15/39	$ 10,454	$ 7,191	$ 17,646	$ 785	$ -	$ -	$ -	$ -	$ 18,431
09/15/40	$ 11,201	$ 6,486	$ 17,687	$ 801	$ -	$ -	$ -	$ -	$ 18,487
09/15/41	$ 11,948	$ 5,729	$ 17,677	$ 817	$ -	$ -	$ -	$ -	$ 18,494
09/15/42	$ 12,778	$ 4,923	$ 17,701	$ 833	$ -	$ -	$ -	$ -	$ 18,534
09/15/43	$ 13,607	$ 4,060	$ 17,668	$ 850	$ -	$ -	$ -	$ -	$ 18,518
09/15/44	$ 14,520	$ 3,142	$ 17,662	$ 867	$ -	$ -	$ -	$ -	$ 18,529
09/15/45	$ 15,516	$ 2,162	$ 17,678	$ 884	$ -	$ -	$ -	$ -	$ 18,562
09/15/46	$ 16,511	$ 1,115	$ 17,626	$ 902	$ -	$ -	$ (17,713)	$ -	$ 815
Totals	$ 224,273	$ 310,483	$ 534,757	$ 21,098	$ 3,311	$ 6,391	$ (17,713)	$ (30,789)	$ 517,055

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-9
Annual Installments - Parcel No. 8

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 20,187	$ 20,187	$ 1,350	$ 1,824	$ 1,216	$ -	$ (21,537)	$ 3,040
09/15/17	$ -	$ 40,375	$ 40,375	$ 1,377	$ 1,824	$ 1,216	$ -	$ (41,751)	$ 3,040
09/15/18	$ 7,649	$ 40,375	$ 48,023	$ 1,404	$ 1,801	$ 1,201	$ -	$ (20,187)	$ 32,242
09/15/19	$ 8,098	$ 39,878	$ 47,976	$ 1,432	$ 1,777	$ 1,185	$ -	$ -	$ 52,370
09/15/20	$ 8,548	$ 39,351	$ 47,900	$ 1,461	$ 1,751	$ 1,168	$ -	$ -	$ 52,279
09/15/21	$ 8,998	$ 38,795	$ 47,794	$ 1,490	$ -	$ 1,150	$ -	$ -	$ 50,434
09/15/22	$ 9,673	$ 38,211	$ 47,884	$ 1,520	$ -	$ 1,130	$ -	$ -	$ 50,534
09/15/23	$ 10,348	$ 37,582	$ 47,930	$ 1,550	$ -	$ 1,109	$ -	$ -	$ 50,590
09/15/24	$ 11,023	$ 36,909	$ 47,932	$ 1,581	$ -	$ 1,087	$ -	$ -	$ 50,601
09/15/25	$ 11,698	$ 36,193	$ 47,891	$ 1,613	$ -	$ 1,064	$ -	$ -	$ 50,568
09/15/26	$ 12,373	$ 35,432	$ 47,805	$ 1,645	$ -	$ 1,039	$ -	$ -	$ 50,490
09/15/27	$ 13,272	$ 34,628	$ 47,901	$ 1,678	$ -	$ 1,013	$ -	$ -	$ 50,592
09/15/28	$ 14,172	$ 33,765	$ 47,938	$ 1,712	$ -	$ 984	$ -	$ -	$ 50,634
09/15/29	$ 15,072	$ 32,844	$ 47,916	$ 1,746	$ -	$ 954	$ -	$ -	$ 50,617
09/15/30	$ 15,972	$ 31,865	$ 47,837	$ 1,781	$ -	$ 922	$ -	$ -	$ 50,540
09/15/31	$ 17,097	$ 30,826	$ 47,923	$ 1,817	$ -	$ 888	$ -	$ -	$ 50,628
09/15/32	$ 18,222	$ 29,715	$ 47,937	$ 1,853	$ -	$ -	$ -	$ -	$ 49,790
09/15/33	$ 19,346	$ 28,531	$ 47,877	$ 1,890	$ -	$ -	$ -	$ -	$ 49,767
09/15/34	$ 20,696	$ 27,273	$ 47,969	$ 1,928	$ -	$ -	$ -	$ -	$ 49,897
09/15/35	$ 22,046	$ 25,928	$ 47,974	$ 1,966	$ -	$ -	$ -	$ -	$ 49,940
09/15/36	$ 23,396	$ 24,495	$ 47,891	$ 2,006	$ -	$ -	$ -	$ -	$ 49,896
09/15/37	$ 24,970	$ 22,974	$ 47,944	$ 2,046	$ -	$ -	$ -	$ -	$ 49,990
09/15/38	$ 26,545	$ 21,289	$ 47,834	$ 2,087	$ -	$ -	$ -	$ -	$ 49,920
09/15/39	$ 28,345	$ 19,497	$ 47,842	$ 2,128	$ -	$ -	$ -	$ -	$ 49,970
09/15/40	$ 30,369	$ 17,584	$ 47,953	$ 2,171	$ -	$ -	$ -	$ -	$ 50,124
09/15/41	$ 32,394	$ 15,534	$ 47,928	$ 2,214	$ -	$ -	$ -	$ -	$ 50,142
09/15/42	$ 34,643	$ 13,347	$ 47,991	$ 2,259	$ -	$ -	$ -	$ -	$ 50,249
09/15/43	$ 36,893	$ 11,009	$ 47,902	$ 2,304	$ -	$ -	$ -	$ -	$ 50,206
09/15/44	$ 39,367	$ 8,519	$ 47,886	$ 2,350	$ -	$ -	$ -	$ -	$ 50,236
09/15/45	$ 42,067	$ 5,861	$ 47,928	$ 2,397	$ -	$ -	$ -	$ -	$ 50,325
09/15/46	$ 44,766	$ 3,022	$ 47,788	$ 2,445	$ -	$ -	$ (48,023)	$ -	$ 2,210
Totals	$ 608,058	$ 841,794	$ 1,449,852	$ 57,201	$ 8,978	$ 17,327	$ (48,023)	$ (83,476)	$ 1,401,859

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-10
Annual Installments - Parcel No. 9

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 16,569	$ 16,569	$ 1,108	$ 1,497	$ 998	$ -	$ (17,677)	$ 2,495
09/15/17	$ -	$ 33,139	$ 33,139	$ 1,130	$ 1,497	$ 998	$ -	$ (34,269)	$ 2,495
09/15/18	$ 6,278	$ 33,139	$ 39,417	$ 1,153	$ 1,478	$ 986	$ -	$ (16,569)	$ 26,464
09/15/19	$ 6,647	$ 32,731	$ 39,378	$ 1,176	$ 1,458	$ 972	$ -	$ -	$ 42,984
09/15/20	$ 7,016	$ 32,299	$ 39,315	$ 1,199	$ 1,437	$ 958	$ -	$ -	$ 42,910
09/15/21	$ 7,386	$ 31,843	$ 39,228	$ 1,223	$ -	$ 944	$ -	$ -	$ 41,395
09/15/22	$ 7,940	$ 31,363	$ 39,302	$ 1,248	$ -	$ 928	$ -	$ -	$ 41,477
09/15/23	$ 8,493	$ 30,847	$ 39,340	$ 1,273	$ -	$ 911	$ -	$ -	$ 41,523
09/15/24	$ 9,047	$ 30,294	$ 39,342	$ 1,298	$ -	$ 893	$ -	$ -	$ 41,532
09/15/25	$ 9,601	$ 29,706	$ 39,308	$ 1,324	$ -	$ 873	$ -	$ -	$ 41,505
09/15/26	$ 10,155	$ 29,082	$ 39,238	$ 1,350	$ -	$ 853	$ -	$ -	$ 41,441
09/15/27	$ 10,894	$ 28,422	$ 39,316	$ 1,377	$ -	$ 831	$ -	$ -	$ 41,525
09/15/28	$ 11,632	$ 27,714	$ 39,347	$ 1,405	$ -	$ 808	$ -	$ -	$ 41,560
09/15/29	$ 12,371	$ 26,958	$ 39,329	$ 1,433	$ -	$ 783	$ -	$ -	$ 41,545
09/15/30	$ 13,109	$ 26,154	$ 39,263	$ 1,462	$ -	$ 757	$ -	$ -	$ 41,482
09/15/31	$ 14,033	$ 25,302	$ 39,335	$ 1,491	$ -	$ 729	$ -	$ -	$ 41,554
09/15/32	$ 14,956	$ 24,390	$ 39,346	$ 1,521	$ -	$ -	$ -	$ -	$ 40,866
09/15/33	$ 15,879	$ 23,418	$ 39,297	$ 1,551	$ -	$ -	$ -	$ -	$ 40,848
09/15/34	$ 16,987	$ 22,385	$ 39,372	$ 1,582	$ -	$ -	$ -	$ -	$ 40,955
09/15/35	$ 18,095	$ 21,281	$ 39,376	$ 1,614	$ -	$ -	$ -	$ -	$ 40,990
09/15/36	$ 19,203	$ 20,105	$ 39,308	$ 1,646	$ -	$ -	$ -	$ -	$ 40,954
09/15/37	$ 20,495	$ 18,857	$ 39,352	$ 1,679	$ -	$ -	$ -	$ -	$ 41,031
09/15/38	$ 21,788	$ 17,473	$ 39,261	$ 1,713	$ -	$ -	$ -	$ -	$ 40,974
09/15/39	$ 23,265	$ 16,003	$ 39,268	$ 1,747	$ -	$ -	$ -	$ -	$ 41,015
09/15/40	$ 24,927	$ 14,432	$ 39,359	$ 1,782	$ -	$ -	$ -	$ -	$ 41,141
09/15/41	$ 26,588	$ 12,750	$ 39,338	$ 1,818	$ -	$ -	$ -	$ -	$ 41,156
09/15/42	$ 28,435	$ 10,955	$ 39,390	$ 1,854	$ -	$ -	$ -	$ -	$ 41,244
09/15/43	$ 30,281	$ 9,036	$ 39,317	$ 1,891	$ -	$ -	$ -	$ -	$ 41,208
09/15/44	$ 32,312	$ 6,992	$ 39,304	$ 1,929	$ -	$ -	$ -	$ -	$ 41,233
09/15/45	$ 34,528	$ 4,811	$ 39,339	$ 1,967	$ -	$ -	$ -	$ -	$ 41,306
09/15/46	$ 36,744	$ 2,480	$ 39,224	$ 2,007	$ -	$ -	$ (39,417)	$ -	$ 1,814
Totals	$ 499,084	$ 690,930	$ 1,190,015	$ 46,950	$ 7,369	$ 14,222	$ (39,417)	$ (68,516)	$ 1,150,623

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-11
Annual Installments - Parcel No. 10

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 15,836	$ 15,836	$ 1,059	$ 1,431	$ 954	$ -	$ (16,894)	$ 2,385
09/15/17	$ -	$ 31,671	$ 31,671	$ 1,080	$ 1,431	$ 954	$ -	$ (32,751)	$ 2,385
09/15/18	$ 6,000	$ 31,671	$ 37,671	$ 1,102	$ 1,413	$ 942	$ -	$ (15,836)	$ 25,292
09/15/19	$ 6,353	$ 31,281	$ 37,634	$ 1,124	$ 1,394	$ 929	$ -	$ -	$ 41,080
09/15/20	$ 6,706	$ 30,868	$ 37,574	$ 1,146	$ 1,374	$ 916	$ -	$ -	$ 41,009
09/15/21	$ 7,058	$ 30,432	$ 37,491	$ 1,169	$ -	$ 902	$ -	$ -	$ 39,561
09/15/22	$ 7,588	$ 29,973	$ 37,561	$ 1,192	$ -	$ 887	$ -	$ -	$ 39,640
09/15/23	$ 8,117	$ 29,480	$ 37,598	$ 1,216	$ -	$ 870	$ -	$ -	$ 39,684
09/15/24	$ 8,647	$ 28,953	$ 37,599	$ 1,241	$ -	$ 853	$ -	$ -	$ 39,693
09/15/25	$ 9,176	$ 28,391	$ 37,567	$ 1,265	$ -	$ 835	$ -	$ -	$ 39,667
09/15/26	$ 9,705	$ 27,794	$ 37,500	$ 1,291	$ -	$ 815	$ -	$ -	$ 39,605
09/15/27	$ 10,411	$ 27,163	$ 37,575	$ 1,316	$ -	$ 794	$ -	$ -	$ 39,685
09/15/28	$ 11,117	$ 26,487	$ 37,604	$ 1,343	$ -	$ 772	$ -	$ -	$ 39,719
09/15/29	$ 11,823	$ 25,764	$ 37,587	$ 1,370	$ -	$ 749	$ -	$ -	$ 39,705
09/15/30	$ 12,529	$ 24,995	$ 37,524	$ 1,397	$ -	$ 723	$ -	$ -	$ 39,645
09/15/31	$ 13,411	$ 24,181	$ 37,592	$ 1,425	$ -	$ 697	$ -	$ -	$ 39,714
09/15/32	$ 14,293	$ 23,309	$ 37,603	$ 1,453	$ -	$ -	$ -	$ -	$ 39,056
09/15/33	$ 15,176	$ 22,380	$ 37,556	$ 1,483	$ -	$ -	$ -	$ -	$ 39,039
09/15/34	$ 16,235	$ 21,394	$ 37,628	$ 1,512	$ -	$ -	$ -	$ -	$ 39,141
09/15/35	$ 17,293	$ 20,339	$ 37,632	$ 1,542	$ -	$ -	$ -	$ -	$ 39,174
09/15/36	$ 18,352	$ 19,215	$ 37,567	$ 1,573	$ -	$ -	$ -	$ -	$ 39,140
09/15/37	$ 19,587	$ 18,022	$ 37,609	$ 1,605	$ -	$ -	$ -	$ -	$ 39,214
09/15/38	$ 20,823	$ 16,700	$ 37,522	$ 1,637	$ -	$ -	$ -	$ -	$ 39,159
09/15/39	$ 22,234	$ 15,294	$ 37,528	$ 1,670	$ -	$ -	$ -	$ -	$ 39,198
09/15/40	$ 23,822	$ 13,793	$ 37,616	$ 1,703	$ -	$ -	$ -	$ -	$ 39,319
09/15/41	$ 25,411	$ 12,185	$ 37,596	$ 1,737	$ -	$ -	$ -	$ -	$ 39,333
09/15/42	$ 27,175	$ 10,470	$ 37,645	$ 1,772	$ -	$ -	$ -	$ -	$ 39,417
09/15/43	$ 28,940	$ 8,636	$ 37,575	$ 1,807	$ -	$ -	$ -	$ -	$ 39,383
09/15/44	$ 30,881	$ 6,682	$ 37,563	$ 1,843	$ -	$ -	$ -	$ -	$ 39,406
09/15/45	$ 32,998	$ 4,598	$ 37,596	$ 1,880	$ -	$ -	$ -	$ -	$ 39,476
09/15/46	$ 35,116	$ 2,370	$ 37,486	$ 1,918	$ -	$ -	$ (37,671)	$ -	$ 1,733
Totals	$ 476,978	$ 660,327	$ 1,137,305	$ 44,870	$ 7,042	$ 13,592	$ (37,671)	$ (65,481)	$ 1,099,658

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix A-12
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/15/16	$ -	$ 4,487	$ 4,487	$ 300	$ 405	$ 270	$ -	$ (4,787)	$ 676
09/15/17	$ -	$ 8,974	$ 8,974	$ 306	$ 405	$ 270	$ -	$ (9,280)	$ 676
09/15/18	$ 1,700	$ 8,974	$ 10,674	$ 312	$ 400	$ 267	$ -	$ (4,487)	$ 7,166
09/15/19	$ 1,800	$ 8,863	$ 10,663	$ 318	$ 395	$ 263	$ -	$ -	$ 11,640
09/15/20	$ 1,900	$ 8,746	$ 10,646	$ 325	$ 389	$ 260	$ -	$ -	$ 11,620
09/15/21	$ 2,000	$ 8,623	$ 10,623	$ 331	$ -	$ 256	$ -	$ -	$ 11,210
09/15/22	$ 2,150	$ 8,493	$ 10,643	$ 338	$ -	$ 251	$ -	$ -	$ 11,232
09/15/23	$ 2,300	$ 8,353	$ 10,653	$ 345	$ -	$ 247	$ -	$ -	$ 11,244
09/15/24	$ 2,450	$ 8,204	$ 10,654	$ 351	$ -	$ 242	$ -	$ -	$ 11,247
09/15/25	$ 2,600	$ 8,044	$ 10,644	$ 359	$ -	$ 237	$ -	$ -	$ 11,239
09/15/26	$ 2,750	$ 7,875	$ 10,625	$ 366	$ -	$ 231	$ -	$ -	$ 11,222
09/15/27	$ 2,950	$ 7,697	$ 10,647	$ 373	$ -	$ 225	$ -	$ -	$ 11,245
09/15/28	$ 3,150	$ 7,505	$ 10,655	$ 380	$ -	$ 219	$ -	$ -	$ 11,254
09/15/29	$ 3,350	$ 7,300	$ 10,650	$ 388	$ -	$ 212	$ -	$ -	$ 11,250
09/15/30	$ 3,550	$ 7,082	$ 10,632	$ 396	$ -	$ 205	$ -	$ -	$ 11,233
09/15/31	$ 3,800	$ 6,852	$ 10,652	$ 404	$ -	$ 197	$ -	$ -	$ 11,253
09/15/32	$ 4,050	$ 6,605	$ 10,655	$ 412	$ -	$ -	$ -	$ -	$ 11,066
09/15/33	$ 4,300	$ 6,341	$ 10,641	$ 420	$ -	$ -	$ -	$ -	$ 11,061
09/15/34	$ 4,600	$ 6,062	$ 10,662	$ 428	$ -	$ -	$ -	$ -	$ 11,090
09/15/35	$ 4,900	$ 5,763	$ 10,663	$ 437	$ -	$ -	$ -	$ -	$ 11,100
09/15/36	$ 5,200	$ 5,444	$ 10,644	$ 446	$ -	$ -	$ -	$ -	$ 11,090
09/15/37	$ 5,550	$ 5,106	$ 10,656	$ 455	$ -	$ -	$ -	$ -	$ 11,111
09/15/38	$ 5,900	$ 4,732	$ 10,632	$ 464	$ -	$ -	$ -	$ -	$ 11,096
09/15/39	$ 6,300	$ 4,334	$ 10,634	$ 473	$ -	$ -	$ -	$ -	$ 11,107
09/15/40	$ 6,750	$ 3,908	$ 10,658	$ 483	$ -	$ -	$ -	$ -	$ 11,141
09/15/41	$ 7,200	$ 3,453	$ 10,653	$ 492	$ -	$ -	$ -	$ -	$ 11,145
09/15/42	$ 7,700	$ 2,967	$ 10,667	$ 502	$ -	$ -	$ -	$ -	$ 11,169
09/15/43	$ 8,200	$ 2,447	$ 10,647	$ 512	$ -	$ -	$ -	$ -	$ 11,159
09/15/44	$ 8,750	$ 1,893	$ 10,643	$ 522	$ -	$ -	$ -	$ -	$ 11,166
09/15/45	$ 9,350	$ 1,303	$ 10,653	$ 533	$ -	$ -	$ -	$ -	$ 11,186
09/15/46	$ 9,950	$ 672	$ 10,622	$ 543	$ -	$ -	$ (10,674)	$ -	$ 491
Totals	$ 135,150	$ 187,101	$ 322,251	$ 12,714	$ 1,995	$ 3,851	$ (10,674)	$ (18,554)	$ 311,584

(a) The 9/15/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an average 6.66% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Appendix B

Legal Descriptions for Parcels within PID

LEGAL DESCRIPTION
316.94 ACRES

EXHIBIT A

BEING a tract of land situated in the William Crabtree Survey, Abstract No. 346, Charles D. Merrill Survey, Abstract No. 957, Elmira Eveens Survey, Abstract No. 438, William Haden Thomas Survey, Abstract No. 213, H. McMillan Survey, Abstract No. 143, H. McMillan Survey, Abstract No. 853 and Jared Stephenson Survey, Abstract No. 258, City of Rowlett, Dallas County and Rockwall County, Texas; and being all of a tract of land described in Deed to City of Rowlett recorded in Instrument No. _____ of the Official Public Records of Dallas County, Texas; being part of Fuqua Road right-of-way, part of Dalrock Road right-of-way and part of Interstate Highway No. 30 right-of-way; and being more particularly described as follows;

BEGINNING at the intersection of the centerline of Fuqua Road (a variable width right-of-way) and the prolongation of the south line of Lakecrest Estates, an addition to the City of Rowlett according to the plat recorded in 84138, Page 1906 of said Deed Records;

THENCE departing said centerline of Fuqua Road and with said south line of Lakecrest Estates Addition, North 88°40'50" East, a distance of 2589.61 feet to the southeast corner of said Lakecrest Estates Addition and in the south line of a tract of land described as "Tract 2" in Warranty Deed to Missouri Kansas-Texas Railroad Company recorded in Volume 72212, Page 515 of said Deed Records; said point also being the beginning of a non-tangent curve to the left having a central angle of 38°37'49", a radius of 4633.66 feet, a chord bearing and distance of South 64°46'31" East, 3065.29 feet;

THENCE in a southeasterly direction, with said south line of the Missouri Kansas-Texas Railroad Company tract and with said curve to the left, an arc distance of 3124.13 feet to a point for corner at the intersection of said south line of the Missouri Kansas-Texas Railroad Company tract and the east right-of-way line of Dalrock Road (a variable width right-of-way);

THENCE departing said south line of the Missouri Kansas-Texas Railroad Company tract and with said east right-of-way line of Dalrock Road, the following courses and distances:

South 0°26'16" East, a distance of 280.48 feet to a point for corner;
South 89°33'44" West, a distance of 5.00 feet to a point for corner;
South 0°26'16" East, a distance of 349.63 feet to a point for corner;
South 30°08'56" East, a distance of 85.76 feet to a point for corner at the intersection of said east right-of-way line of Dalrock Road and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way);

THENCE with said north right-of-way line of Interstate Highway No. 30, the following courses and distances:

North 59°51'04" East, a distance of 909.03 feet to a point for corner;
South 30°08'56" East, a distance of 150.00 feet to a point for corner;
North 59°51'04" East, a distance of 500.00 feet to a point for corner;
North 54°43'34" East, a distance of 201.56 feet to a point for corner;
North 59°51'04" East, a distance of 84.81 feet to a point for corner;

THENCE departing said north right-of-way line of Interstate Highway No. 30, South 30°21'12" East, a distance of 415.59 feet to a point for corner in the south right-of-way line of said Interstate Highway No. 30;

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316.9 ACRES
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CHARLES D. MERRILL SURVEY, ABSTRACT NO. 957
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H. McMILLAN SURVEY, ABSTRACT NO. 853 AND
JARED STEPHENSON SURVEY, ABSTRACT NO. 258
DALLAS COUNTY & ROCKWALL COUNTY, TEXAS

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N/A	SLJ	DAB	APRIL 2015	064478000	1 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

THENCE with said south right-of-way line of Interstate Highway No. 30, South 59°38'48" West, a distance of 1411.44 feet to a point for corner in the 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE with said 435.5 foot contour line, the following courses and distances:

South 11°55'35" West, a distance of 13.30 feet to a point for corner;
South 83°55'34" East, a distance of 42.59 feet to a point for corner;
South 41°26'22" East, a distance of 22.81 feet to a point for corner;
North 84°26'38" East, a distance of 65.39 feet to a point for corner;
South 59°17'22" East, a distance of 176.45 feet to a point for corner;
South 48°46'22" East, a distance of 21.32 feet to a point for corner;
South 45°47'00" West, a distance of 31.45 feet to a point for corner;
South 26°22'16" East, a distance of 36.33 feet to a point for corner;
North 70°44'38" East, a distance of 69.54 feet to a point for corner;
South 49°36'30" East, a distance of 86.35 feet to a point for corner;
South 16°53'11" East, a distance of 90.81 feet to a point for corner;
South 28°32'17" West, a distance of 58.79 feet to a point for corner;
South 58°27'51" West, a distance of 238.99 feet to a point for corner;
South 69°33'01" West, a distance of 197.77 feet to a point for corner;
South 35°06'48" West, a distance of 147.15 feet to a point for corner;
South 11°57'05" West, a distance of 115.30 feet to a point for corner;
South 43°25'41" East, a distance of 251.60 feet to a point for corner;
South 53°03'14" East, a distance of 253.93 feet to a point for corner;
North 86°32'28" East, a distance of 214.90 feet to a point for corner;
North 58°46'44" East, a distance of 281.78 feet to a point for corner;
North 30°07'13" East, a distance of 21.71 feet to a point for corner;
North 56°49'51" East, a distance of 138.28 feet to a point for corner;
North 1°28'39" West, a distance of 18.10 feet to a point for corner;
North 74°07'21" East, a distance of 112.01 feet to a point for corner;
South 3°58'16" East, a distance of 20.21 feet to a point for corner;
North 77°08'51" East, a distance of 12.88 feet to a point for corner;
South 27°28'01" East, a distance of 20.33 feet to a point for corner;
South 74°24'40" East, a distance of 42.16 feet to a point for corner;
South 39°38'37" East, a distance of 39.65 feet to a point for corner;
South 35°13'43" East, a distance of 104.73 feet to a point for corner;
South 44°28'24" East, a distance of 100.03 feet to a point for corner;
South 27°26'58" East, a distance of 84.71 feet to a point for corner;
South 43°24'12" East, a distance of 57.43 feet to a point for corner;
South 72°34'05" East, a distance of 29.28 feet to a point for corner;
South 28°05'28" East, a distance of 22.60 feet to a point for corner;
South 36°39'54" West, a distance of 54.35 feet to a point for corner;

BAYSIDE - PID BOUNDARY
316.9 ACRES
CITY OF ROWLETT
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H. McMILLAN SURVEY, ABSTRACT NO. 853 AND
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N/A	SLJ	DAB	APRIL 2015	064476900	2 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

South 44°39'22" East, a distance of 70.13 feet to a point for corner;
North 67°29'27" East, a distance of 182.05 feet to a point for corner;
North 67°06'21" East, a distance of 217.39 feet to a point for corner;
South 84°45'46" East, a distance of 12.17 feet to a point for corner;
South 26°39'20" East, a distance of 6.33 feet to a point for corner;
South 36°09'08" West, a distance of 12.52 feet to a point for corner;
South 63°52'18" West, a distance of 96.33 feet to a point for corner;
South 69°29'43" West, a distance of 163.46 feet to a point for corner;
South 62°20'43" West, a distance of 143.00 feet to a point for corner;
South 52°21'19" West, a distance of 193.69 feet to a point for corner;
South 45°30'50" West, a distance of 363.13 feet to a point for corner;
South 44°39'47" West, a distance of 370.91 feet to a point for corner;
South 41°22'25" West, a distance of 320.04 feet to a point for corner;
South 31°36'21" West, a distance of 65.70 feet to a point for corner;
North 83°25'46" West, a distance of 14.98 feet to a point for corner;
South 32°33'02" West, a distance of 95.59 feet to a point for corner;
South 35°46'16" East, a distance of 12.66 feet to a point for corner;
South 34°32'25" West, a distance of 36.10 feet to a point for corner;
South 62°18'16" West, a distance of 65.83 feet to a point for corner;
South 1°58'33" East, a distance of 51.91 feet to a point for corner;
South 26°50'42" West, a distance of 129.43 feet to a point for corner;
South 62°46'29" West, a distance of 41.91 feet to a point for corner;
South 11°12'59" East, a distance of 68.97 feet to a point for corner;
South 47°48'27" West, a distance of 23.25 feet to a point for corner;
South 4°36'15" East, a distance of 51.19 feet to a point for corner;
South 13°12'56" West, a distance of 141.85 feet to a point for corner;
South 54°03'35" West, a distance of 98.43 feet to a point for corner;
South 24°10'05" West, a distance of 172.42 feet to a point for corner;
South 49°53'37" West, a distance of 75.41 feet to a point for corner;
South 6°11'41" East, a distance of 73.51 feet to a point for corner;
South 47°12'32" West, a distance of 79.93 feet to a point for corner;
South 56°00'45" West, a distance of 90.47 feet to a point for corner;
South 72°18'27" West, a distance of 87.85 feet to a point for corner;
South 51°29'18" West, a distance of 89.24 feet to a point for corner;
South 85°34'12" West, a distance of 104.03 feet to a point for corner;
North 64°57'53" West, a distance of 54.08 feet to a point for corner;
North 81°43'17" West, a distance of 46.51 feet to a point for corner;
South 54°25'07" West, a distance of 52.94 feet to a point for corner;
North 55°16'55" West, a distance of 52.07 feet to a point for corner;
North 85°58'54" West, a distance of 47.93 feet to a point for corner;

BAYSIDE - PID BOUNDARY
316.9 ACRES
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	APRIL 2015	064478000	3 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

South 63°14'45" West, a distance of 38.93 feet to a point for corner;
South 84°37'55" West, a distance of 51.06 feet to a point for corner;
South 25°45'34" West, a distance of 72.77 feet to a point for corner;
South 85°11'40" West, a distance of 75.08 feet to a point for corner;
North 39°34'51" West, a distance of 36.09 feet to a point for corner;
South 82°09'28" West, a distance of 27.25 feet to a point for corner;
South 9°14'30" West, a distance of 32.69 feet to a point for corner;
South 68°08'51" West, a distance of 33.00 feet to a point for corner;
North 22°48'58" West, a distance of 41.88 feet to a point for corner;
North 46°41'47" West, a distance of 99.21 feet to a point for corner;
North 23°23'14" East, a distance of 48.65 feet to a point for corner;
North 8°18'04" West, a distance of 69.76 feet to a point for corner;
North 38°05'11" West, a distance of 86.20 feet to a point for corner;
North 7°56'03" West, a distance of 143.95 feet to a point for corner;
North 16°14'28" East, a distance of 158.92 feet to a point for corner;
North 9°37'07" West, a distance of 132.27 feet to a point for corner;
North 27°15'57" West, a distance of 112.30 feet to a point for corner;
North 8°23'52" West, a distance of 151.50 feet to a point for corner;
North 6°05'24" East, a distance of 138.06 feet to a point for corner;
North 44°18'55" West, a distance of 122.01 feet to a point for corner;
North 6°31'27" West, a distance of 115.22 feet to a point for corner;
North 69°52'54" East, a distance of 59.70 feet to a point for corner;
North 27°40'34" East, a distance of 39.21 feet to a point for corner;
North 61°58'50" East, a distance of 128.80 feet to a point for corner;
North 8°55'12" East, a distance of 58.77 feet to a point for corner;
North 37°21'04" West, a distance of 164.91 feet to a point for corner;
North 3°33'00" West, a distance of 86.25 feet to a point for corner;
North 31°13'34" West, a distance of 123.36 feet to a point for corner;
North 87°16'52" West, a distance of 50.74 feet to a point for corner;
North 21°44'49" West, a distance of 143.68 feet to a point for corner;
North 32°09'38" West, a distance of 87.20 feet to a point for corner;
North 64°21'16" West, a distance of 94.15 feet to a point for corner;
South 81°56'58" West, a distance of 92.62 feet to a point for corner;
North 74°45'07" West, a distance of 52.60 feet to a point for corner;
North 50°15'56" West, a distance of 30.71 feet to a point for corner;
North 24°14'09" East, a distance of 20.52 feet to a point for corner;
North 30°17'25" West, a distance of 102.90 feet to a point for corner;
North 74°27'55" West, a distance of 26.37 feet to a point for corner;
North 7°10'36" West, a distance of 35.90 feet to a point for corner;
North 41°21'59" East, a distance of 15.79 feet to a point for corner;

BAYSIDE - PID BOUNDARY
316.9 ACRES
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N/A	SLJ	DAB	APRIL 2015	064476000	4 OF 7

LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

North 6°29'38" West, a distance of 134.90 feet to a point for corner;
North 25°48'14" West, a distance of 88.29 feet to a point for corner;
North 56°22'03" West, a distance of 58.31 feet to a point for corner in said south right-of-way line of Interstate Highway No. 30;

THENCE with said south right-of-way line of Interstate Highway No. 30, South 61°35'17" West, a distance of 660.43 feet to a point for corner;

THENCE departing said south right-of-way line of Interstate Highway No. 30, North 28°20'16" West, a distance of 445.80 feet to a point for corner in said north right-of-way line of Interstate Highway No. 30;

THENCE with said north right-of-way line of Interstate Highway No. 30, the following courses and distances:
North 61°39'44" East, a distance of 328.90 feet to a point for corner;
North 58°14'01" East, a distance of 265.47 feet to a point for corner;
North 42°57'13" East, a distance of 41.07 feet to a point for corner in said 435.5 foot contour line as defined by a survey performed in September, 2014;

THENCE with said 435.5 foot contour line, the following courses and distances:
North 15°11'07" East, a distance of 33.95 feet to a point for corner;
North 38°32'25" West, a distance of 41.98 feet to a point for corner;
North 1°20'09" West, a distance of 33.21 feet to a point for corner;
North 21°50'43" West, a distance of 133.00 feet to a point for corner;
North 0°47'38" East, a distance of 13.66 feet to a point for corner;
North 45°35'38" West, a distance of 76.21 feet to a point for corner;
South 70°42'21" West, a distance of 26.72 feet to a point for corner;
North 36°29'31" West, a distance of 156.89 feet to a point for corner;
North 20°24'02" West, a distance of 59.62 feet to a point for corner;
North 10°49'43" West, a distance of 70.35 feet to a point for corner;
North 63°11'51" West, a distance of 27.62 feet to a point for corner;
North 26°44'09" West, a distance of 52.54 feet to a point for corner;
North 51°02'08" West, a distance of 56.72 feet to a point for corner;
North 12°36'06" West, a distance of 32.17 feet to a point for corner;
North 54°59'42" West, a distance of 13.53 feet to a point for corner;
North 26°47'59" West, a distance of 78.12 feet to a point for corner;
North 18°55'22" West, a distance of 118.54 feet to a point for corner;
North 29°41'22" West, a distance of 285.54 feet to a point for corner;
North 61°37'55" West, a distance of 57.22 feet to a point for corner;
North 48°48'30" West, a distance of 170.35 feet to a point for corner;
North 68°04'18" West, a distance of 64.90 feet to a point for corner;
South 73°26'00" West, a distance of 50.10 feet to a point for corner;

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LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

North 67°01'05" West, a distance of 219.00 feet to a point for corner;
North 56°10'58" West, a distance of 88.62 feet to a point for corner;
North 42°54'06" West, a distance of 88.55 feet to a point for corner;
North 77°26'37" West, a distance of 14.91 feet to a point for corner;
North 41°03'10" West, a distance of 118.70 feet to a point for corner;
North 68°20'31" West, a distance of 33.72 feet to a point for corner;
North 43°16'20" West, a distance of 33.69 feet to a point for corner;
North 12°55'12" West, a distance of 28.76 feet to a point for corner;
North 56°26'01" East, a distance of 19.57 feet to a point for corner;
North 8°29'37" East, a distance of 16.03 feet to a point for corner;
North 49°37'34" West, a distance of 12.59 feet to a point for corner;
South 66°57'09" West, a distance of 32.84 feet to a point for corner;
North 21°54'42" West, a distance of 15.83 feet to a point for corner;
North 14°46'54" East, a distance of 12.29 feet to a point for corner;
North 27°10'03" West, a distance of 80.01 feet to a point for corner;
North 52°12'49" West, a distance of 35.85 feet to a point for corner;
North 19°51'16" West, a distance of 139.14 feet to a point for corner;
North 23°07'43" West, a distance of 108.57 feet to a point for corner;
North 17°54'51" West, a distance of 163.14 feet to a point for corner;
North 6°03'42" West, a distance of 57.89 feet to a point for corner;
North 42°35'35" West, a distance of 36.45 feet to a point for corner;
North 4°01'07" East, a distance of 10.14 feet to a point for corner;
North 73°05'02" West, a distance of 24.74 feet to a point for corner;
South 55°37'53" West, a distance of 29.44 feet to a point for corner;
South 26°16'09" West, a distance of 95.55 feet to a point for corner;
South 16°41'17" West, a distance of 106.41 feet to a point for corner;
South 3°26'33" West, a distance of 32.45 feet to a point for corner;
South 10°58'31" East, a distance of 105.46 feet to a point for corner;
South 3°05'45" West, a distance of 30.72 feet to a point for corner;
South 33°27'45" West, a distance of 23.96 feet to a point for corner;
South 4°20'08" West, a distance of 67.61 feet to a point for corner;
South 16°40'02" West, a distance of 139.95 feet to a point for corner;
South 26°54'01" West, a distance of 104.86 feet to a point for corner;
South 15°16'32" East, a distance of 87.29 feet to a point for corner;
South 35°56'54" East, a distance of 168.48 feet to a point for corner;
South 37°16'35" East, a distance of 150.16 feet to a point for corner;
South 31°33'52" East, a distance of 34.48 feet to a point for corner;
South 47°51'44" West, a distance of 16.29 feet to a point for corner;
North 42°31'23" West, a distance of 83.69 feet to a point for corner;
North 35°29'04" West, a distance of 256.66 feet to a point for corner;

BAYSIDE - PID BOUNDARY
316.9 ACRES
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LEGAL DESCRIPTION (CONTINUED)

EXHIBIT A

North 48°31'41" West, a distance of 62.23 feet to a point for corner;
South 75°38'20" West, a distance of 120.99 feet to a point for corner;
North 70°07'41" West, a distance of 129.33 feet to a point for corner;
North 50°02'26" West, a distance of 194.59 feet to a point for corner;
North 36°19'48" West, a distance of 205.49 feet to a point for corner;
North 56°37'29" West, a distance of 236.89 feet to a point for corner;
North 82°58'53" West, a distance of 567.27 feet to a point for corner;
South 85°44'24" West, a distance of 91.58 feet to a point for corner;
North 85°08'56" West, a distance of 283.18 feet to a point for corner;
South 78°34'59" West, a distance of 69.18 feet to a point for corner;
North 27°25'45" West, a distance of 32.06 feet to a point for corner;
North 3°29'38" East, a distance of 38.39 feet to a point for corner;
North 30°12'30" West, a distance of 50.91 feet to a point for corner;
North 72°12'24" West, a distance of 98.50 feet to a point for corner;
North 60°38'46" West, a distance of 79.08 feet to a point for corner;
North 0°00'00" East, a distance of 159.01 feet to a point for corner;
North 70°56'23" West, a distance of 55.72 feet to a point in said centerline of Fuqua Road at the beginning of a non-tangent curve to the right having a central angle of 24°05'12", a radius of 532.29 feet, a chord bearing and distance of North 14°51'05" West, 222.13 feet;

THENCE with said centerline of Fuqua Road, the following courses and distances:
In a northwesterly direction, with said curve to the right, an arc distance of 223.77 feet to a point for corner;
North 2°34'23" West, a distance of 340.87 feet to the **POINT OF BEGINNING** and containing 316.9 acres of land.

The following benchmarks were used to establish the 435.5' contour elevation based on National Geodetic Survey North American Vertical Datum of 1988 (NAVD88) elevations:

BM#1 National Geodetic Survey Marker Designation - V1496, PID - CS2520, and being 11.6 KM (7.2 MI) easterly along the Missouri Kansas Texas Railroad from the station in Garland, or 2.7 km (1.7 mi) southwesterly along State Highway 205 from its junction with State Highway 66 in Rockwall. **THENCE** 7.5 km (4.65 mi) southwesterly along Interstate Highway 30. **THENCE** 0.5 km (0.3 mi) north along Dalrock Road, **THENCE** 1.4 km northwesterly along Chiesa Road, 15.0 m (49.2 ft.) northeast of the near rail, 13.0 m (42.7 ft.) northwest of the extended center of a paved road leading east, 8.9 m (29.2 ft.) southwest of the center of the road, and 1.2 m (3.8 ft.) northwest of utility pole number 297-445-6922. Note--access to datum point is had through a 5-inch logo cap the mark is 0.3 meters from a witness post the mark is 0.3 m below the road.
N:7011234.266, E:2573050.53, ELEV:469.23

BM#2 Square with "X" cut in concrete set on the north side of Interstate Highway No. 30, ±5 feet south of mile marker no. 65.
N:7009236.215, E:2579686.608, ELEV:447.56

BM#3 Square with "X" cut in on north side of Interstate Highway No. 30, ±5 feet south of mile marker no. 64
N:7008589.138, E:2575027.503, ELEV:447.69

BAYSIDE - PID BOUNDARY
316.9 ACRES
CITY OF ROWLETT

WILLIAM CRABTREE SURVEY, ABSTRACT NO. 346
ELMIRA EVEENS SURVEY, ABSTRACT NO. 438
CHARLES D. MERRILL SURVEY, ABSTRACT NO. 957
WILLIAM HADEN THOMAS SURVEY, ABSTRACT NO. 213
H. McMILLAN SURVEY, ABSTRACT NO. 143
H. McMILLAN SURVEY, ABSTRACT NO. 853 AND
JARED STEPHENSON SURVEY, ABSTRACT NO. 258
DALLAS COUNTY & ROCKWALL COUNTY, TEXAS

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
andy.dobbs@kimley-horn.com

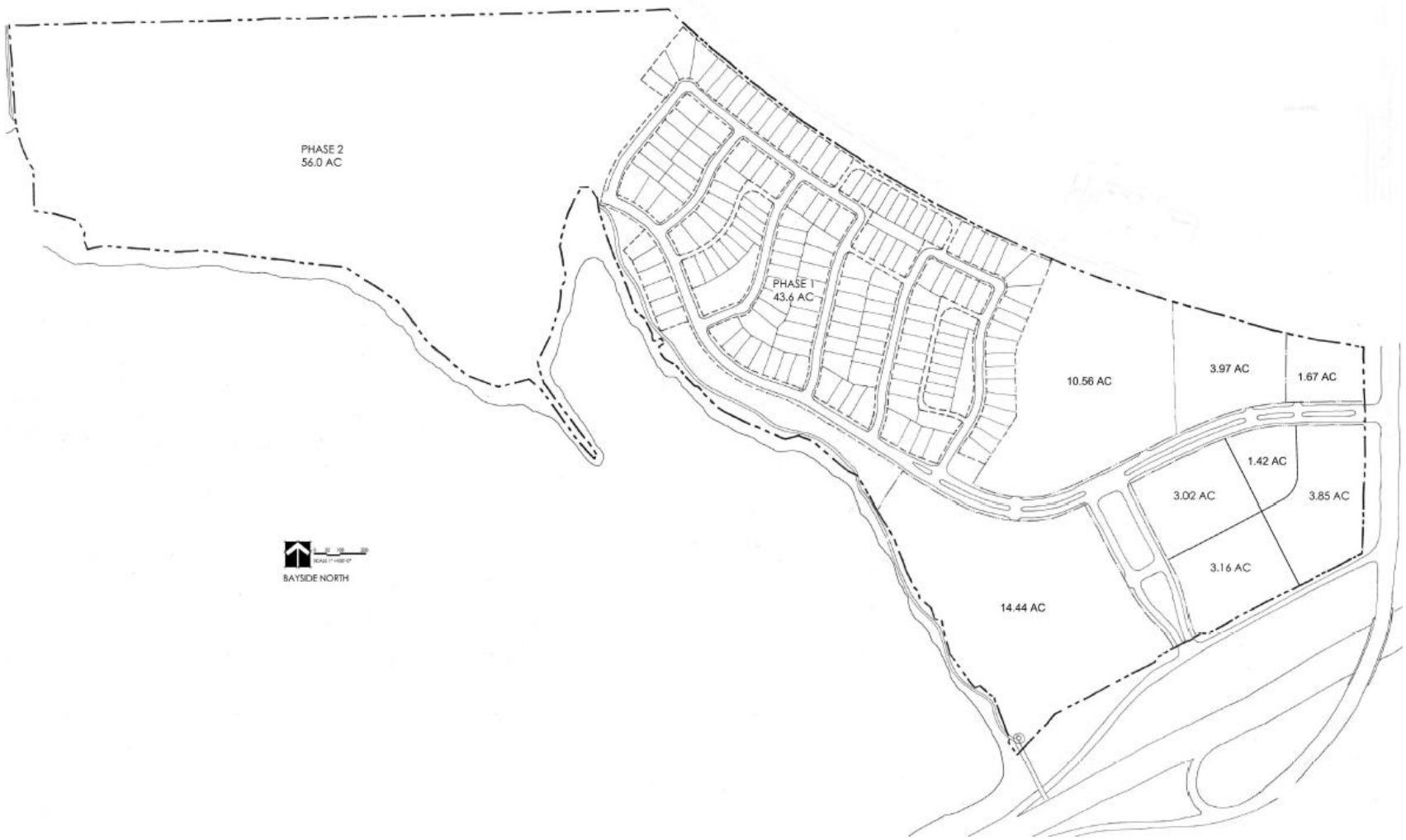
STATE OF TEXAS
REGISTERED
J. ANDY DOBBS
6196
PROFESSIONAL
LAND SURVEYOR
1/3/15

Kimley»Horn

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
NA	JLL	DAB	APRIL 2015	064478000	7 OF 7

Appendix C

Parcel Map



Appendix D

Tax Equivalent Rate and Leverage Value per Land Use

North Improvement Area

Pod	Lot Type	Units/SF	Appraised Value per Unit/SF	Assessed Value per Unit/SF	Lot Value per Unit/SF	Total Assessment per Unit/SF	Annual Installment per Unit/SF	Tax Rate (per $100 Assessed Value)	Tax Rate (per $100 Appraised Value)	Tax Rate (per $100 Lot Value)	Leverage (Home Value)	Leverage (Appraised Value)	Leverage (Lot Value)
1	40' Single Family	33	$ 63,936	$ 350,000	$ 66,000	$ 13,996	$ 1,137	$ 0.32	$ 1.78	$ 1.72	25.01	4.57	4.72
1	50' Single Family	67	$ 73,069	$ 400,000	$ 82,500	$ 15,995	$ 1,300	$ 0.32	$ 1.78	$ 1.58	25.01	4.57	5.16
1	60' Single Family	66	$ 82,203	$ 450,000	$ 99,000	$ 17,994	$ 1,462	$ 0.32	$ 1.78	$ 1.48	25.01	4.57	5.50
2	40' Single Family	38	$ 32,324	$ 354,669	$ 66,881	$ 14,182	$ 1,152	$ 0.32	$ 3.57	$ 1.72	25.01	2.28	4.72
2	50' Single Family	78	$ 36,455	$ 400,000	$ 82,500	$ 15,995	$ 1,300	$ 0.32	$ 3.57	$ 1.58	25.01	2.28	5.16
2	60' Single Family	76	$ 41,012	$ 450,000	$ 99,000	$ 17,994	$ 1,462	$ 0.32	$ 3.57	$ 1.48	25.01	2.28	5.50
3	Multifamily	338	$ 15,976	$ 150,000	$ 14,974	$ 5,998	$ 487	$ 0.32	$ 3.05	$ 3.25	25.01	2.66	2.50
4	Multifamily	462	$ 17,532	$ 150,000	$ 14,974	$ 5,998	$ 487	$ 0.32	$ 2.78	$ 3.25	25.01	2.92	2.50
5	Commercial	29,315	$ 63	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.16	$ 2.46	25.01	7.01	3.31
6	Commercial	69,690	$ 33	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 2.22	$ 2.46	25.01	3.67	3.31
7	Commercial	24,927	$ 44	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.66	$ 2.46	25.01	4.90	3.31
8	Commercial	67,583	$ 55	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.32	$ 2.46	25.01	6.15	3.31
9	Commercial	55,471	$ 41	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.79	$ 2.46	25.01	4.53	3.31
10	Commercial	53,014	$ 37	$ 225	$ 30	$ 9.00	$ 0.73	$ 0.32	$ 1.96	$ 2.46	25.01	4.15	3.31

City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 03/01/2016 **AGENDA ITEM**: 8C

TITLE

Consider an ordinance approving a rezoning request from Rural Neighborhood and Urban Neighborhood Form-Based Code Districts to the New Neighborhood Form-Based Code Zoning District, including Major Warrants to allow for an increase in the maximum lot width of Type 2 and 3 lots and an increase in the minimum and maximum allowable square footage for Cottage and Estate homes, for the purposes of building a pedestrian-oriented, single family neighborhood on property located in the North Shore South District as identified in the Realize Rowlett 2020 Comprehensive Plan, being 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas.

STAFF REPRESENTATIVE

Marc Kurbansade, AICP, Director of Development Services
Daniel Acevedo, Urban Designer

SUMMARY

The subject property, referred to as the North Shore South Tract throughout the remainder of this report, is currently zoned Rural Neighborhood and Urban Neighborhood and is regulated by the Form-Based Code (FBC). A location map is included as Attachment 1 and the existing North Shore Framework Plan, adopted in 2014 as part of the City's North Shore Planning Initiative is included as Attachment 2. The applicant is requesting to rezone the property to the New Neighborhood Form-Based District (NN-FB) in order to build a pedestrian-oriented, single family neighborhood that is in alignment with the vision for the area as outlined in the City's Realize Rowlett 2020 Comprehensive Plan. In addition, applicant is requesting three Major Warrants:

1. To allow for an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 feet to 50 feet
2. To allow for an increase in the minimum and maximum range for the square footage of the Cottage lot homes from to 2,200-3,500 square feet
3. To allow for an increase in the minimum and maximum range for the square footage of Estate lot homes to 2,500-4,000 square feet.

The purpose of this item is for the City Council to conduct a public hearing and take action on an ordinance regarding the proposed zoning change. The Planning and Zoning Commission voted 5:2 to recommend approval of the request at their meeting on January 12, 2016. The discussion can be viewed at the following link as item C2: http://rowletttx.swagit.com/play/01122016-1381

This item was previously considered by City Council on February 2, 2016. A public hearing was conducted and closed at this meeting enabling the continuation of this item to a future date. The

continuation was granted to allow the applicant to meet with adjacent residents; this meeting occurred on February 18, 2016. All property owners within 500-feet of the request have been notified of the new date of this item to be considered by City Council. The staff report that follows is identical to the report included in the February 2, 2016, City Council packet.

BACKGROUND INFORMATION

Prior to the City-initiated rezoning of the North Shore Area in 2014, the subject property was zoned Mixed Use North Shore, which did not allow any residential product types. Based on the research, market studies and citizen input collected throughout the North Shore Planning Initiative it was determined that in order to have a vibrant commercial center a mix of housing types would be needed within the North Shore Area.

The primary objectives for the subject property were as follows:

1. Use the subject property to provide an adequate transition between the low density homes to the southwest and the high density Commercial Center District to be located northeast along Merritt Road.
2. Provide an adequate buffer for the homes directly southwest of the subject property.
3. Limit direct access to the existing homes along Larkin Lane.

The way the City chose to meet these objectives was through rezoning the subject property to the Rural Neighborhood District and Urban Neighborhood District, ultimately transitioning to the Commercial Center District along Merritt Road. However, throughout the planning process it was acknowledged that there were many ways to accomplish an appropriate transition and buffer using a range of housing types. In addition, it was acknowledged that the market studies completed as part of the City's North Shore Planning Initiative were high level in nature and contemplated a long-term vision. Thus it is important to note that there is likely a legitimate demand for both what the City adopted in 2014 and what the applicant is proposing today. The main difference in the proposals how they address the buffering treatment and transitions to the north.

Ultimately, the three main objectives mentioned above remain the same regardless of the product types. As outlined in detail below, it is staff's professional opinion that the proposed rezoning adequately addresses these objectives and meets the rezoning criteria outlined in the Rowlett Development Code.

DISCUSSION

Section 77-805 of the *RDC* states that the City Council shall consider the following when making decisions on rezoning requests. Staff's commentary is bold italics beneath each criterion.

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact;

Prior to the City initiated rezoning in 2014, the subject property was zoned Mixed Use North Shore, which did not allow any residential product types. Based on the research, market studies and citizen input collected throughout the North Shore Planning initiative the prohibition of residential uses in this area was deemed to be an error in need of correcting. It was acknowledged that in order to have a vibrant commercial center a mix of housing types would be needed within the North Shore Area. It was also deemed of utmost importance to provide an adequate buffer between the existing single family homes on Larkin Lane and Toler Road and future commercial development to the North. The way that transition was accomplished was through the Rural Neighborhood District and Urban Neighborhood District, ultimately leading to the Commercial Center District along Merritt Road. However, throughout the planning process it was acknowledged that there were many ways to accomplish an appropriate transition using a range of housing types. To that end, while the applicant's proposal may not directly correct an error, it is in keeping with the goals established through the North Shore Planning initiative, in that it provides an appropriate transition from the existing homes located on Larkin Lane to the denser Commercial Center District to the North and puts a strong emphasis on buffers.

2. Whether the proposed rezoning is consistent with the comprehensive plan and the purposes of this code stated in subchapter 77-103, Purpose of this Code;

The subject property is located in the North Shore South District. Adopting the NN-FB District for the subject property will ensure that future development will meet the portion of the Guiding Principles that apply to this site as outlined in the Comprehensive Plan. The intent of the FBC is based on the Comprehensive Plan and the Guiding Principles. Listed below are the Guiding Principles specifically identified for the North Shore South District that will be reinforced with the proposed rezoning.

- ***Guiding Principle #4: Invest in places of lasting value and distinctive character.***
- ***Guiding Principle #7 Diversify mobility options within the City and connect activity areas***
- ***Guiding Principle #8: Create centers with a mix of activities at key locations in Rowlett.***
- ***Guiding Principle #9: Balance growth through efficient development patterns.***
- ***Guiding Principle #11: Position Rowlett for an appropriate scale of investment and reinvestment supported by market trends.***

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public;

Staff does not anticipate the proposed rezoning to impact negatively the health, safety, morals, or general welfare of the public. If approved, the proposed

development will be required to comply with all applicable development standards in the FBC as well those standards in the RDC including drainage, traffic, and utility requirements. Furthermore, the applicant is providing a trail network that would enhance the perimeter of the site as it transitions at its boundary.

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

   The proposed rezoning has been reviewed from the standpoint of providing sufficient transportation access and utilities (e.g., water, sanitary sewer, stormwater drainage). Prior to the approval of the Regulating Plan, Staff will ensure adequate capacity for utilities is provided as required by City ordinances. A traffic impact analysis (TIA) will be required when the Regulating Plan is submitted to further determine impact on Hickox Road.

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation;

   It is unlikely that the proposed rezoning will have significant adverse impacts on the natural environment. The proposed NN-FB, will ensure that the natural features are utilized as an asset not only for the proposed development, but for the larger community. The intent of the FBC is to enhance the site's natural conditions by way of neighborhood design, which happens at the Regulating Plan phase of the FBC development review process. The applicant has indicated an extensive park and trail system as shown on the Framework Plan, which is publically accessible to the adjacent community and provides an attractive natural buffer beyond what was originally proposed as a transitional element.

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract;

   Staff does not anticipate that the proposed rezoning will have significant adverse impacts on other properties in the vicinity including the existing single family subdivision directly to the south. The proposed layout seeks to address the transition to the south by ensuring a vegetative parkway and trail system as a buffer and screening element. In addition the houses will not back to the adjacent property, ensuring service functions are not located within sight.

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification;

   As mentioned in detail in item #1 above, it is staff's opinion that the proposed zoning is as suitable for the subject property as is the current zoning. Both provide an

appropriate buffer from the adjacent single family homes and provide an appropriate transition to the Commercial Center District along Merritt Road. All of the elements of the FBC, which demand a high standard of quality place-making will still be in place ensuring development that is in line with the intent of the Comprehensive Plan. The applicant is simply providing an alternative based on their interpretation of current market conditions, whereas the City initiated zoning was based on a long-term market demand.

8. Whether there is determined to be an excessive proliferation of the use or similar uses;

   The NN-FB standards require a range of building types to be constructed within a development. The FBC identifies three Building Categories that must be included in New Neighborhood development. A minimum of 20 percent from each of the three Building Type Categories will be allocated within the development. It is Staff's view that the proposed rezoning will not result in an excessive proliferation of a particular housing type and instead diversify the housing stock in this district.

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract; and;

   A key consideration outlined in the Comprehensive Plan for the North Shore South District is to provide a transition from the existing low-density development to the south to a much denser Commercial Center product to the North towards Merritt Road. In this instance, New Neighborhood is an appropriate transition from a less dense residential district, as it provides a denser product type that allows for transition to other compatible uses to the north.

10. The supply of land in the economically relevant area that is in the use district to be applied by the rezoning or in similar use districts, in relation to the demand for that land.

    As it was determined through Realize Rowlett 2020, the City is saturated with inventory from housing products within a very narrow size and price band. The FBC has been deemed to be the most effective way to achieve the goal of increasing a variety of housing types within the City of Rowlett. Since the NN-FB District is a fairly new district and has only been applied to key areas of the City, there is not an oversupply of land that retains the NN-FB designation.

<u>Major Warrants</u>

At this time, the applicant has requested the following Major Warrants with this submittal:

1. *Allow for an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 to 50 feet.*
2. *An increase in the minimum and maximum range for the square footage of the Cottage type houses to 2,200-3,500 sf.*

3. *An increase in the minimum and maximum range for the square footage of the Estate type houses to 2,500-4,000 sf.*

At the time of implementation of the Form-Based Code, it was determined that the particular lot sizes in New Neighborhood, as seen in Attachment 3, would be limited as a tool to create a diversity of housing stock. However, there are other requirements within the code that helps to achieve that mix in density (including the limitations within each category of square footages). Although the intent of the code requirement for the subject lots are in place for the purpose of a true mix in lot types, the difference between a 49ft to a 50ft lot is negligible. For a true product mix, the other requirements within the subject categories will ensure the mix is evident. For that reason staff is supportive of this request.

In terms of the square footage, the applicant is requesting an increase in the range for the Cottage and Estate lots, to allow for a product that accommodates their target housing. Staff believes this increase would not negatively affect the streetscape, due to lot widths being limited. This limitation reduces the ability for large houses to sprawl in width. For this reason staff is supportive of this request.

Site Analysis

Prior to formulating the Framework Plan, the applicant prepared a Site Analysis as required by the FBC. The purpose of a Site Analysis is to evaluate the existing conditions of a property as it relates to both the natural and built environments. To this end, the Site Analysis (Attachment 4) incorporates elements such as view corridors, sun patterns, drainage, vegetation masses, topography, existing utilities, landmarks, etc. The Site Analysis is utilized to determine the approximate location of major elements/infrastructure associated with this development. This Site Analysis is a working document that will continue to be used as a reference as further detail is applied to the development.

Framework Plan

The Framework Plan (Exhibit C) incorporates the development regulations and the spatial exhibit showing high-level features including thoroughfare assemblies. Below are the key elements of the Framework Plan:

Open Space: The NN-FB requires 14 percent of the developable area to be comprised of public Open Space. Up to half of that requirement can be met utilizing a natural feature. In this case, the developer proposes to enhance the creek with a publically accessible, multi-modal trail system in close proximity to the proposed homes. The remaining seven percent of the open space will be provided internally within the development through a series of centralized open spaces for active and passive recreation.

Street Typologies: The Framework Plan includes street typologies that were previously adopted in the FBC districts. The applicant is proposing a range of street typologies for this development.

Housing Mix: A minimum of 20 percent from each of the three Building Type Categories will be allocated within the development. The housing mix will include at least 20 percent of the total units constructed will be comprised of NN-Type 1, 2 or 3 residences.

In summary, the proposed NN-FB consists of a 61.96+/- acre pedestrian-oriented, single family neighborhood to be governed under the City's FBC and is consistent with the vision set forth in the Realize Rowlett 2020 Comprehensive Plan. It is staff's opinion that the proposed rezoning meets the above criteria for a rezoning. Utilizing the FBC will ensure that the proposed development achieves many of the Guiding Principles and the vision outlined in the Comprehensive Plan by ensuring a neighborhood design that emphasizes the following:

- Open Spaces
- Variety of building types
- Pedestrian facilities

Public Hearing Notices:

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Thirty-six 200 ft notices and forty courtesy 500 ft notices were mailed on December 21, 2015, and as of Friday January 22, 2015, Staff has received the following:

- 200 ft. notification area: Four in favor and 23 in opposition.
- 500 ft. courtesy notification area: Three in favor and 19 in opposition

The majority of concerns were regarding the impact on property values, and the buffering condition adjacent to the lots along Larkin. These responses are included as Attachment 5 and 6.

Staff has confirmed that protests in the form of opposition have been received from property owners within 200 feet of the subject properties constitute more than 20 percent of the notice area. Using Geographic Information System software, Staff calculated that the protesting property owners represent 34.66 percent of the notice area (Attachment 6 – Protest Calculation Map). As a result, per Section 77-805 of the Rowlett Development Code, "approval by the city council shall only occur with a concurring vote of at least three-fourths of the full membership of the city council."

RECOMMENDED ACTION

Staff believes the proposed rezoning adequately addresses the objectives and meets the rezoning criteria outlined in the Rowlett Development Code and Comprehensive Master Plan. For that reason, staff recommends approval of this item.

ORDINANCE

AN ORDINANCE OF THE CITY OF ROWLETT, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROWLETT, TEXAS, AS HERETOFORE

AMENDED, BY GRANTING A CHANGE IN ZONING FROM RURAL NEIGHBORHOOD AND URBAN NEIGHBORHOOD TO THE NEW NEIGHBORHOOD SUBDISTRICT OF THE FORM-BASED CODE DISTRICT ("FB DISTRICT") AND GRANTING MAJOR WARRANTS FOR REAL PROPERTY LOCATED AT 3200 AND 3600 HICKOX ROAD, CONSISTING OF 61.96 +/- ACRES IN THE REASON CRIST SURVEY, ABSTRACT NO. 225 CITY OF ROWLETT, DALLAS COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN EXHIBITS "A", "B", AND "C"; PROVIDING DEVELOPMENT AND USE STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Rowlett and the governing body of the City of Rowlett, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the City of Rowlett is of the opinion that said zoning ordinance and map should be amended as provided herein and in the exercise of its legislative discretion have concluded that the zoning change and Major Warrants described herein should be approved.

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

Section 1. That the Comprehensive Zoning Ordinance, Plan and Map of the City of Rowlett, Texas, heretofore duly passed by the governing body of the City of Rowlett, as heretofore amended, be and the same are hereby amended by granting a change in zoning from Rural Neighborhood and Urban Neighborhood to the New Neighborhood Subdistrict of the FB Zoning District and that the City Council of the City of Rowlett, Texas does hereby grant the following Major Warrants, described below, for the North Shore South Tract for real property consisting of 61.96 +/- acres in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas., and being more specifically described in Exhibits "A," "B", and "C" attached hereto and incorporated herein (hereinafter the "Property"). The Major Warrants granted herein are as follows:

1. An increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 feet to 50 feet.
2. An increase in the minimum and maximum range for the square footage of the Cottage type houses to 2200-3500 square feet.
3. An increase in the minimum and maximum range for the square footage of the Estate type houses to 2500-4000 square feet.

Section 2. That the standards of the Form-Based Code district set forth in Exhibit "C" (the "North Shore South Tract") attached hereto and incorporated herein, shall further be

imposed on the development and use of the Property. All development and use regulations and requirements imposed on property in the Form-Based Code zoning districts, New Neighborhood subdistrict, shall apply to the development and use of the property unless in conflict with this ordinance, in which case the provisions of this ordinance, including the regulations and standards set forth in Exhibit "C," shall control. In the event that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the New Neighborhood subdistrict of the Form-Based Code zoning classification, the Rowlett Development Code, or Code of Ordinances, then the standard or regulation required by the applicable subdistrict regulation, the Form-Based Code, the Rowlett Development Code, or other ordinance shall control the development and use of the Property.

Section 3. That all provisions of the ordinances of the City of Rowlett in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Rowlett not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

Section 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Rowlett, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

ATTACHMENTS

Exhibit A – Legal Description
Exhibit B – Zoning Boundary Survey
Exhibit C – Framework Plan
Attachment 1 – Location Map
Attachment 2 – North Shore South Framework Plan (Adopted 2014)

Attachment 3 – New Neighborhood Zoning Exhibit
Attachment 4 – Site Analysis
Attachment 5 – Public Hearing Notices
Attachment 6 – Protest Calculation Map

North Shore South Tract
Exhibit A – Legal Description

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Rowlett, Dallas County, Texas, a part of the Reason Crist Survey, Abstract Number 225, and being all of a called 67.431 acre tract of land described in a warranty deed to Millfam, Ltd. as recorded in Volume 2000033, Page 5783, Dallas County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the north corner of said Millfam, Ltd. tract of land, said point being the west corner of a called 97.1452 acre tract of land described in a special warranty deed to Rowlett Community Development, L.P. as recorded in Volume 2003103, Page 694, Dallas County Deed Records, said point being in the southeast right-of-way line of Hickox Road (a variable width right-of-way);

THENCE South 44 degrees 38 minutes 08 seconds East, 1714.96 feet along the northeast line of said Millfam, Ltd. tract of land and along the southwest line of said Rowlett Community Development, L.P. tract of land to a point for corner;

THENCE South 21 degrees 59 minutes 24 seconds West, 430.03 feet to a point for corner;

THENCE South 11 degrees 29 minutes 58 seconds West, 314.00 feet to a point for corner;

THENCE South 12 degrees 45 minutes 37 seconds East, 185.14 feet to a point for corner in the southeast line of said Millfam, Ltd. tract of land;

THENCE along the southeast line of said Millfam, Ltd. tract of land as follows:

South 45 degrees 09 minutes 04 seconds West, 80.00 feet to a one-half inch iron found at the west corner of said McEntee Family Limited Partnership tract of land, said point being the north corner of a called 52.88 acre tract of land described in a deed to Homeboy's Enterprises, Inc. as recorded in Volume 2003157, Page 3202, Dallas County Deed Records;

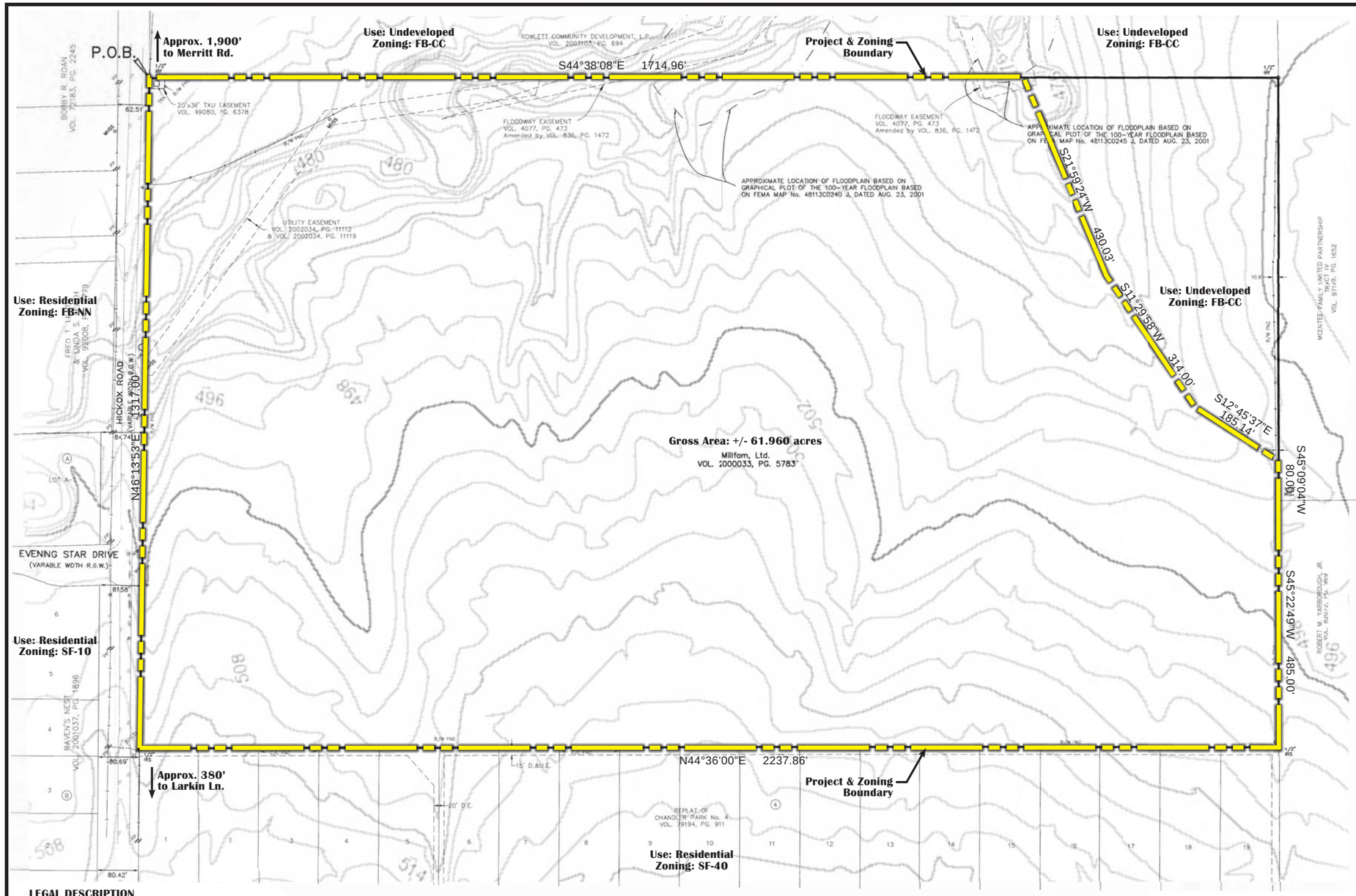
South 45 degrees 22 minutes 49 seconds West, 485.00 feet along the northwest line of said Homeboy's Enterprises, Inc. tract of land to a one-half inch iron rod found at the south corner of said Millfam, Ltd. tract of land, said point being the east corner of the Replat of Chandler Park No. 4, an addition to the City of Rowlett as recorded in Volume 79194, Page 911, Dallas County Plat Records;

THENCE North 44 degrees 36 minutes 00 seconds West, 2237.86 feet along the northeast line of said Chandler Park No. 4 to a one-half inch iron rod found at the west corner of said Millfam, Ltd. tract of land, said point being in the southeast right-of-way line of Hickox Road;

THENCE North 46 degrees 13 minutes 53 seconds East, 1317.00 feet along the northwest line of said Millfam, Ltd. tract of land and along the southeast right-of-way line of Hickox Road to the POINT OF BEGINNING and containing 2,698,974 square feet or 61.960 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit B



General Notes:

- Contour Interval = two foot (2')
- According to FEMA Map No. 48113C0240K, dated July 7, 2014, and FEMA Map No. 48113C0245K, dated July 7, 2014 of the Federal Emergency Management Agency, National Flood Insurance Program Map, portions of this property lie within Flood Zone "A", (areas determined to be within the 100-year floodplain), which is a special flood hazard area.
- The development of the site will be in accordance with City of Rowlett development standards.
- Survey completed by Jones & Boyd, Inc. on 02/16/04.

Legend:

Abbreviation	Description
BW FNC	BARBED WIRE FENCE
C/L FNC	CHAIN LINK FENCE
D.E.	DRAINAGE EASEMENT
D.&U.E.	DRAINAGE & UTILITY EASEMENT
FH	FIRE HYDRANT
GUY	GUY
HW	HEADWALL
IRF	IRON ROD FOUND
IRS	IRON ROD SET
MHSS	SANITARY SEWER MANHOLE
PP	POWER POLE
R.O.W.	RIGHT-OF-WAY
W V	WATER METER

Legend:

Symbol	Description
	Project Boundary

Development Team

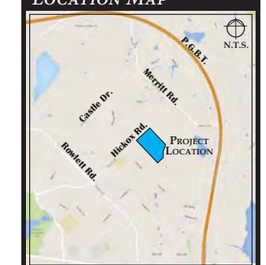
Owner:
Millfam, LTD
515 Pine Shadows Drive
Houston, Texas 77056

Applicant:
Wynne/Jackson, Inc.
600 N. Pearl
Suite 650, LB 149
Dallas, TX 75201
(214) 880-8659
Contact: Christopher Jackson

Land Planner / Designer:
James Knapp, LLC
5381 Moss Glen Dr.
Frisco, TX 75034
(512) 484-2999
Contact: James Knapp

Engineer / Surveyor:
JBI Partners
16301 Quorum Drive
Suite 200B
Addison, TX 752001
(972) 248-7676
Contact: Tom Juhn, PE

Location Map



Abstract

In the City of Rowlett, Dallas County, Texas, 67.360 gross acres out of the Reason Crist Survey, Abstract No. 225

Submittal History

Date Issued: November 24, 2015
Revisions:
December 21, 2015

Project

North Shore South Tract

Exhibit B
Zoning Exhibit (RG 15-____)

James Knapp, LLC
Land Planning & Urban Design

Scale 1"=100'
0' 100' 200'

This drawing is a pictorial representation for presentation purposes only and is subject to change without notice. Additionally, no warranty is made to the accuracy, completeness, or of the information contained herein.

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Rowlett, Dallas County, Texas, a part of the Reason Crist Survey, Abstract Number 225, and being all of a called 67.431 acre tract of land described in a warranty deed to Millfam, Ltd. as recorded in Volume 2000033, Page 5783, Dallas County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the north corner of said Millfam, Ltd. tract of land, said point being the west corner of a called 97.1452 acre tract of land described in a special warranty deed to Rowlett Community Development, L.P. as recorded in Volume 2003103, Page 694, Dallas County Deed Records, said point being in the southeast right-of-way line of Hickox Road (a variable width right-of-way);

THENCE South 44 degrees 38 minutes 08 seconds East, 1714.96 feet along the northeast line of said Millfam, Ltd. tract of land and along the southwest line of said Rowlett Community Development, L.P. tract of land to a point for corner;

THENCE South 21 degrees 59 minutes 24 seconds West, 430.03 feet to a point for corner;

THENCE South 11 degrees 29 minutes 58 seconds West, 314.00 feet to a point for corner;

THENCE South 12 degrees 45 minutes 37 seconds East, 185.14 feet to a point for corner in the southeast line of said Millfam, Ltd. tract of land;

THENCE along the southeast line of said Millfam, Ltd. tract of land as follows:
South 45 degrees 09 minutes 04 seconds West, 80.00 feet to a one-half inch iron found at the west corner of said McEntee Family Limited Partnership tract of land, said point being the north corner of a called 52.88 acre tract of land described in a deed to Homeboy's Enterprises, Inc. as recorded in Volume 2003157, Page 3202, Dallas County Deed Records;
South 45 degrees 22 minutes 49 seconds West, 485.00 feet along the northwest line of said Homeboy's Enterprises, Inc. tract of land to a one-half inch iron rod found at the south corner of said Millfam, Ltd. tract of land, said point being the east corner of the Replat of Chandler Park No. 4, an addition to the City of Rowlett as recorded in Volume 79194, Page 911, Dallas County Plat Records;

THENCE North 44 degrees 36 minutes 00 seconds West, 2237.86 feet along the northeast line of said Chandler Park No. 4 to a one-half inch iron rod found at the west corner of said Millfam, Ltd. tract of land, said point being in the southeast right-of-way line of Hickox Road;

THENCE North 46 degrees 13 minutes 53 seconds East, 1317.00 feet along the northwest line of said Millfam, Ltd. tract of land and along the southeast right-of-way line of Hickox Road to the POINT OF BEGINNING and containing 2,698,974 square feet or 61.960 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

North Shore South Tract
Exhibit C – Statement of Intent and Purpose

The goal of this project is create a vibrant, walkable community to live in. The intent is not just to create houses; rather the intent is to make a community of homes, neighbors and friends. Neighbors will know each other from seeing them on the trail system or by talking to them as they sit on their porch in the evenings. Kids will make life long bonds in this community by playing together in the open spaces and riding their bikes on the trails together.

This project is a zoning change, but is a better fit to transition from a rural neighborhood to a high density urban neighborhood. This project intends to work with the natural features of the land by preserving the creek area and the trees in it, as well as providing a large landscape buffer to the existing neighborhood to be a good neighbor. The landscape buffer to the existing neighborhood will serves as trail corridor connecting trails throughout the neighborhood, allowing residents to enjoy the outdoors, while also enhance the health of the residents through physical activity. This community will be buffered from the undeveloped land to the north by a creek, creating a natural buffer to transition to much higher, urban uses.

This project is located strategically on a major road in the City which allows excellent access to Merritt road. The Merritt corridor and new road has been planned in the future to be a major destination for retail, office and commercial. The high quality community that is proposed will be able to walk to this corridor and help foster the growth of this corridor.

This project is projected to have average home prices in excess of the existing neighborhoods.

We are requesting the following Major Warrants:

1. *Allow for an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 to 50 feet.*

2. *An increase in the minimum and maximum range for the square footage of the Cottage type houses to 2,200-3,500 sf.*

3. *An increase in the minimum and maximum range for the square footage of the Estate type houses to 2,500-4,000 sf.*

General Notes:

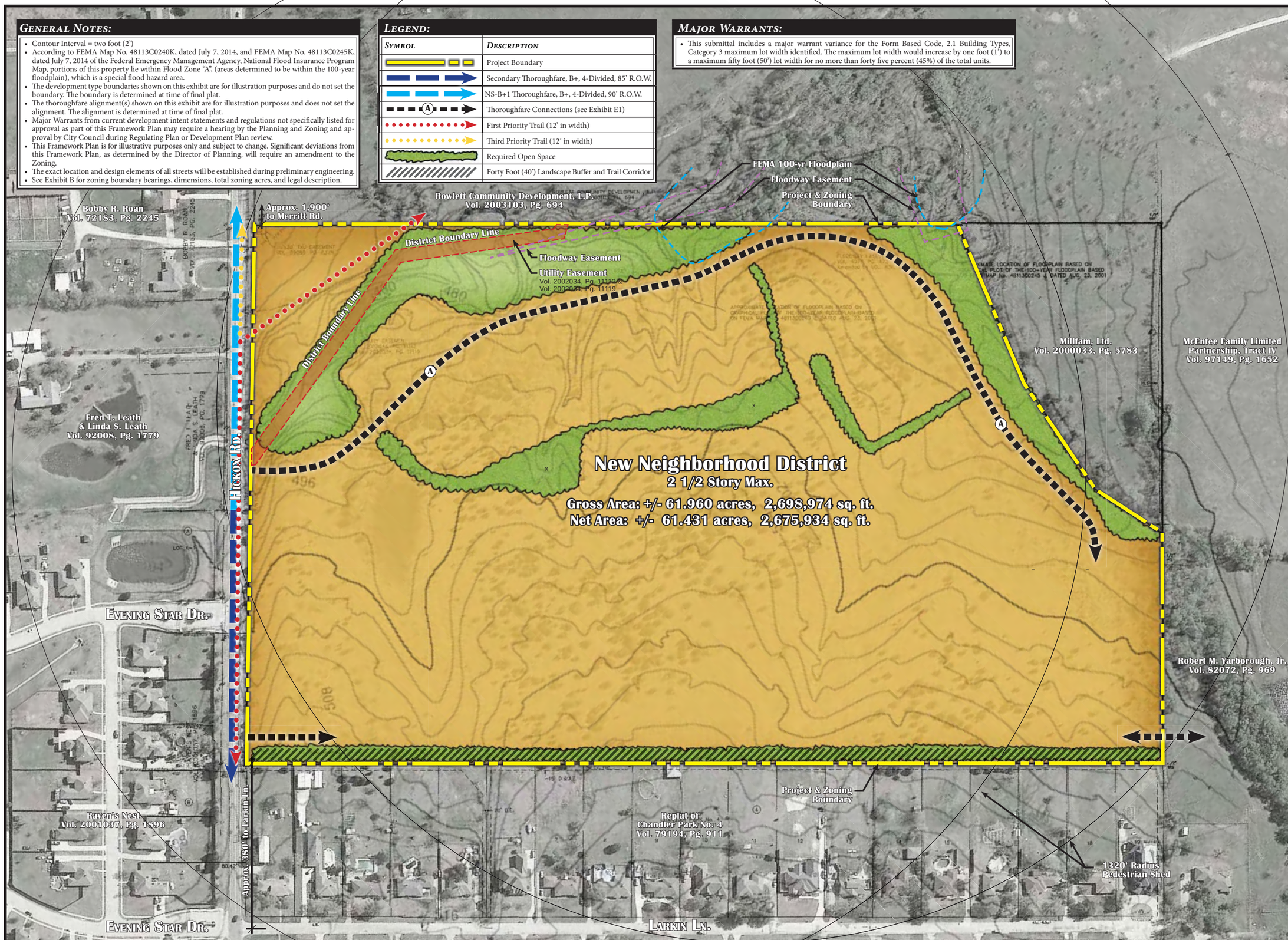
- Contour Interval = two foot (2')
- According to FEMA Map No. 48113C0240K, dated July 7, 2014, and FEMA Map No. 48113C0245K, dated July 7, 2014 of the Federal Emergency Management Agency, National Flood Insurance Program Map, portions of this property lie within Flood Zone "A", (areas determined to be within the 100-year floodplain), which is a special flood hazard area.
- The development type boundaries shown on this exhibit are for illustration purposes and do not set the boundary. The boundary is determined at time of final plat.
- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
- Major Warrants from current development intent statements and regulations not specifically listed for approval as part of this Framework Plan may require a hearing by the Planning and Zoning and approval by City Council during Regulating Plan or Development Plan review.
- This Framework Plan is for illustrative purposes only and subject to change. Significant deviations from this Framework Plan, as determined by the Director of Planning, will require an amendment to the Zoning.
- The exact location and design elements of all streets will be established during preliminary engineering.
- See Exhibit B for zoning boundary bearings, dimensions, total zoning acres, and legal description.

Legend:

Symbol	Description
	Project Boundary
	Secondary Thoroughfare, B+, 4-Divided, 85' R.O.W.
	NS-B+1 Thoroughfare, B+, 4-Divided, 90' R.O.W.
	Thoroughfare Connections (see Exhibit E1)
	First Priority Trail (12' in width)
	Third Priority Trail (12' in width)
	Required Open Space
	Forty Foot (40') Landscape Buffer and Trail Corridor

Major Warrants:

- This submittal includes a major warrant variance for the Form Based Code, 2.1 Building Types, Category 3 maximum lot width identified. The maximum lot width would increase by one foot (1') to a maximum fifty foot (50') lot width for no more than forty five percent (45%) of the total units.



Development Team

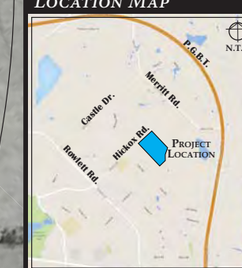
Owner:
Millfam, LTD
515 Pine Shadows Drive
Houston, Texas 77056

Applicant:
Wynne/Jackson, Inc.
600 N. Pearl
Suite 650, LB 149
Dallas, TX 75201
(214) 880-8659
Contact: Christopher Jackson

Land Planner / Designer:
James Knapp, LLC
5381 Moss Glen Dr.
Frisco, TX 75034
(512) 484-2999
Contact: James Knapp

Engineer / Surveyor:
JBI Partners
16301 Quorum Drive
Suite 200B
Addison, TX 752001
(972) 248-7676
Contact: Tom Juhn, PE

Location Map



Abstract

In the City of Rowlett, Dallas County, Texas, 61.960 gross acres out of the Reason Crist Survey, Abstract No. 225

Submittal History

Date Issued: November 24, 2015
Revisions:
December 21, 2015

Project

North Shore South Tract

Exhibit E
Framework Plan (RG 15-____)

James Knapp, LLC
Land Planning & Urban Design

Scale 1"=100'
0' 100' 200'

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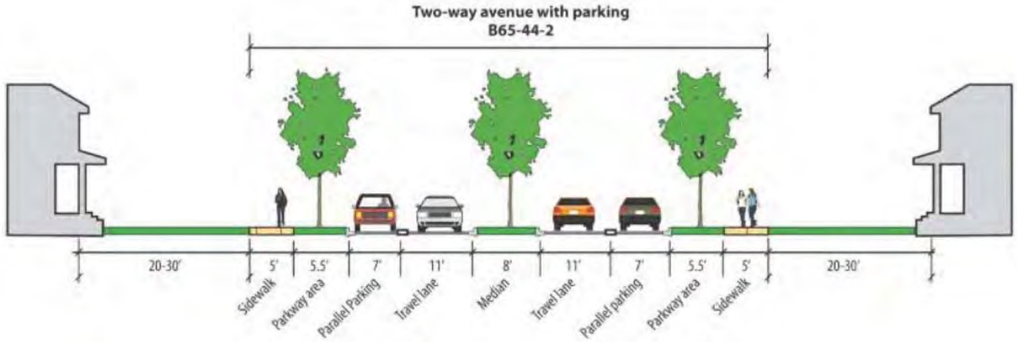
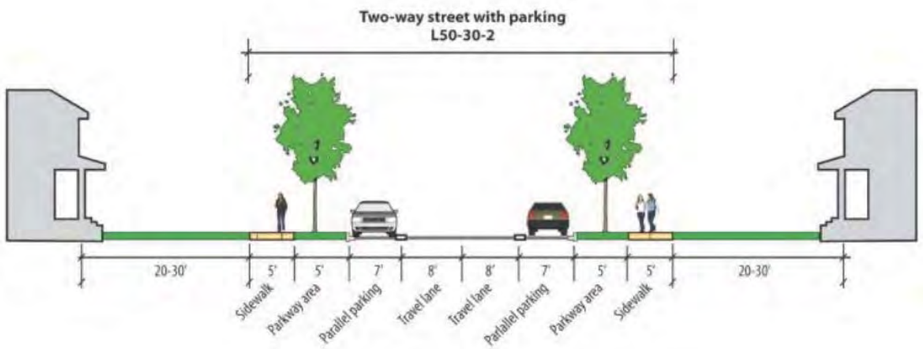
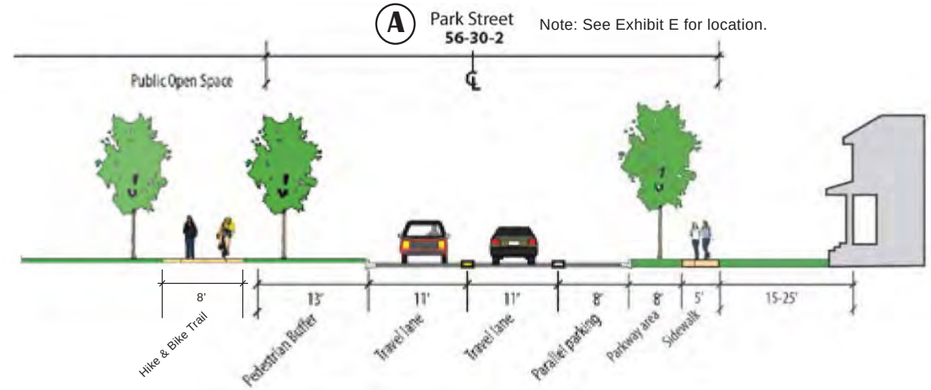
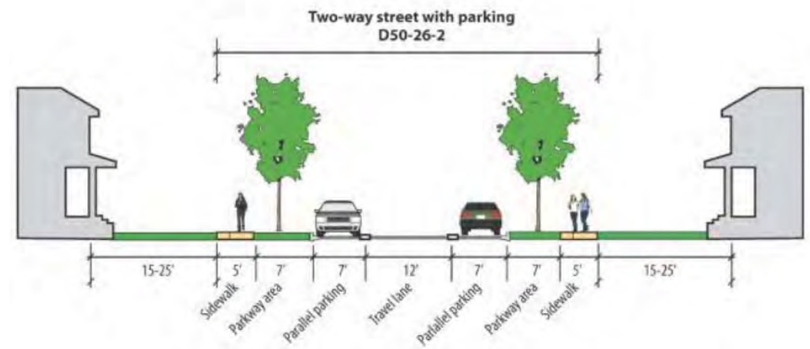
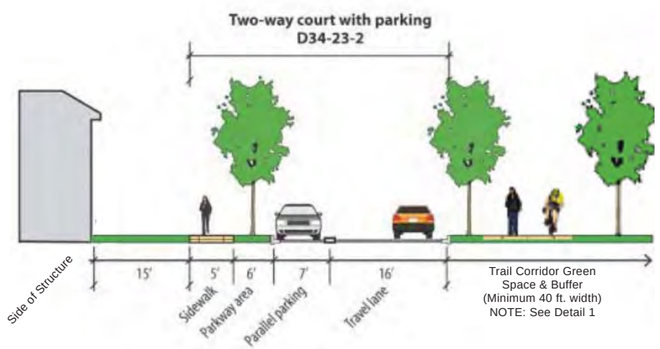
Exhibit C

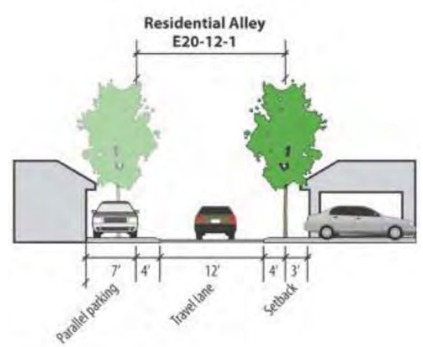


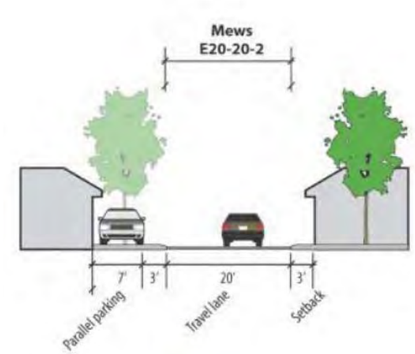


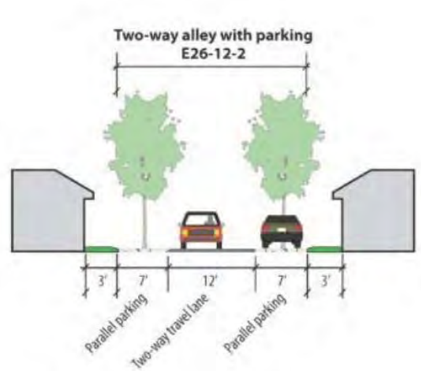


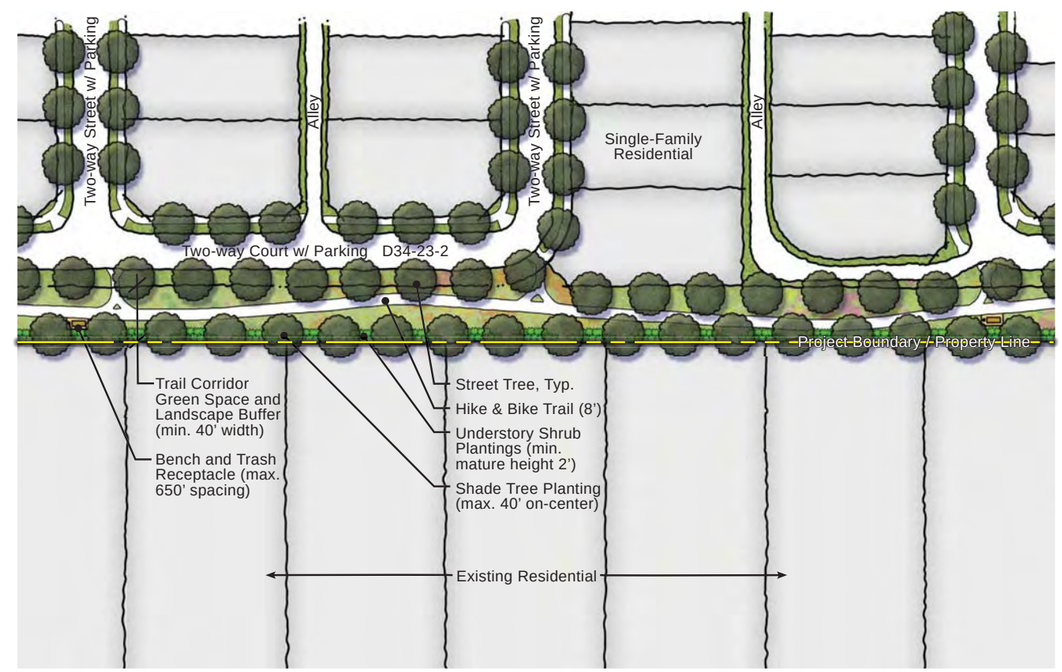












1 Trail Corridor Green Space & Buffer
Typical Cross Section

SCALE: 1" = 50'

Development Team

Owner:
Millfam, LTD
515 Pine Shadows Drive
Houston, Texas 77056

Applicant:
Wynne/Jackson, Inc.
600 N. Pearl
Suite 650, LB 149
Dallas, TX 75201
(214) 880-8659
Contact: Christopher Jackson

Land Planner / Designer:
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Contact: James Knapp

Engineer / Surveyor:
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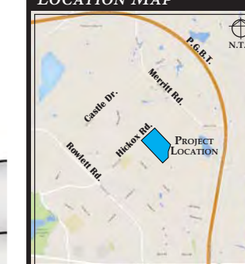
16301 Quorum Drive
Suite 200B
Addison, TX 752001
(972) 248-7676
Contact: Tom Juhn, PE

Location Map



Abstract

In the City of Rowlett, Dallas County, Texas, 67.360 gross acres out of the Reason Crist Survey, Abstract No. 225

Submittal History

Date Issued: November 24, 2015
Revisions:
December 21, 2015

Project

North Shore South Tract

Exhibit E1
Framework Plan
Cross Sections (RG 15-_____)

James Knapp, LLC
Land Planning & Urban Design

Street Cross Sections Not To Scale

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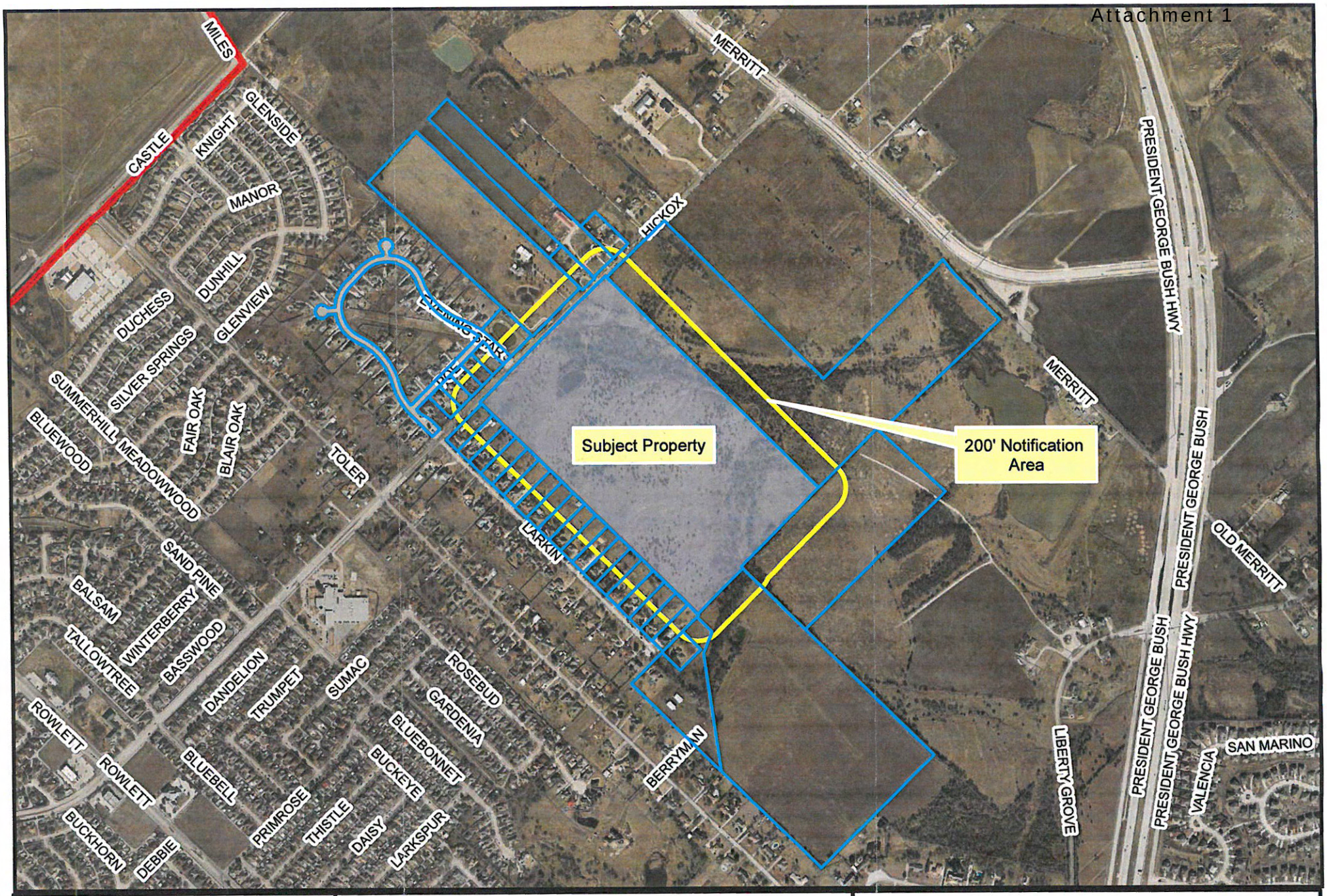
Attachment 1



Rowlett TEXAS

NORTH SHORE SOUTH TRACT
3200 HICKOX RD & 3600 HICKOX RD
Map Created: December 17, 2015

N

200 FT NOTICE LOCATION MAP

North Shore South

Overview

Unless otherwise noted below, all standards in the City of Rowlett Form Based Code will govern. The Framework Plan is based on the Realize Rowlett 2020 Comprehensive Plan and will provide guidance and direction for the application of design standards and principles in approving final Phased Development Plans, Development Plans and permits.

Intent. It is intended that North Shore be the City of Rowlett's major employment hub. This is achieved by permitting an integrated mix of uses and building types in order to facilitate and support an employment base. High quality standards, design parameters and preservation of natural features provide an amenity package and adjacency predictability for entities developing within North Shore. In the future, a more detailed amenity package will be defined for this area to truly create a live, work and play environment. (See Realize Rowlett 2020 Comprehensive Plan.)

Districts

North Shore South is comprised of four Form Based Districts ("FB Districts") – Rural Neighborhood, Urban Neighborhood, Urban Village and Commercial Center. – as set out in the attached Framework Plan. These FB Districts are modified as set out below.

General

Non-Conformity. Within North Shore, the following Structure Non-Conformity standard will <u>not</u> be applicable:

> *FBC 1.6.3.a.3. Any expansion of the building footprint must also be accompanied with an upgrade to the street tree and sidewalk standards in effect at the time under this Chapter. Where this is not possible or deemed a hardship, then the street tree and sidewalk improvements will be escrowed to the City to be installed by the City at a later date.*

Landmarks/Amenities. Landmark buildings and amenities within the North Shore South area are absolutely essential in promoting this area as a live, work and play environment. Elements such as retail and restaurants, personal and business services, a junior college campus or satellite school, and a limited amount of housing in the area, are key to attracting employers and work force.

Natural Features. Preservation of green belts and water bodies are important to attracting employers. These natural assets are desired amenities when siting Commercial, Live-Work and Flex Employment buildings.

Streets. A network of Primary and Secondary Streets has been designated on the Framework Plan: Special Requirements. It is intended that along Primary Streets a higher building frontage percentage be met. And further, that along Secondary Streets a lower building frontage percentage is permitted in order to allow for service circulation, alleys, etc. Secondary streets have been delineated on the Framework Plan with the intent that they may be reconfigured as development occurs provided that the layout meets the standards of the FBC (i.e. block face standards). Within the Commercial Center FB District, standards within the FBC allow for the ability to combine blocks (superblock) to aid in accommodating larger employment users.

Rural Neighborhood

General Boundaries. The Rural Neighborhood FB District is bounded by the extension of Hickox Road to the west, and the to the New Neighborhood FB District to the north. (See Framework Plan.)

Building Types. All Rural Neighborhood Building Types in the Form Based Code are allowed in this area.

Building Height. The maximum building height will be 2 ½ stories.

Transition with Rural Neighborhood. It is intended that the Rural Estate Building Type will occur along areas designated "Transition with Rural Neighborhood" as designated on the Framework Plan: Special Requirements. This 200-foot wide transition designation sets the following parameters for lots that immediately abut areas zoned Single Family under the RDC (SF-5 thru SF-40), which exist prior to adoption of the Form Based Code.

- The maximum principal building height will be 3 stories.
- The maximum accessory building height will be 2 stories.
- The rear setback will be 25 feet.

Streets. The street system is intended to facilitate circulation for pedestrians, bicycles, vehicles and emergency services. Streets should be rural in character with swales rather than rolled curbs, and may employ a clustering of trees rather that a formal street tree line .

Open Space. It is intended that existing tree masses and ponds will be preserved in parks and greenways.

Urban Neighborhood

General Boundaries. The Urban Neighborhood FB District is bounded by natural features to the east and south, Hickox Road to the north, and the Rural Residential FB District to the west.

Building Types. All Urban Neighborhood Building Types in the Form Based Code are allowed in this area.

Building Height. The maximum building height will be 4 stories.

Streets. The street system is intended to facilitate circulation for pedestrians, bicycles, vehicles and emergency services. Streets are fully interconnected, not gated and designed with a formal tree line for shade, wide sidewalks and curbs.

Open Space. It is intended that centralized open space be employed to generate a sense of identity, image and value creation within New Neighborhood developments. These open spaces will be improved for use as neighborhood gatherings and recreation.

Urban Village

General Boundaries. The Urban Village FB District is bounded by President George Bush Turnpike on the east, the Commercial Center FB District to the north, and natural features to the south. (See Framework Plan.)

Building Types.

Within Overlay A, the following Urban Village Building Types in the Form Based Code are allowed: Commercial, Mixed-Use, Shopfront and Mixed Residential.

The following provision will be applicable within the Urban Village FB District: Mixed Residential units will be evaluated as part of a larger mixed-use development, and may only occupy 25 percent (excluding parks and streets) of the land area or building square footage in a Regulating Plan/Phased Development Plan or Development Plan. A request to deliver more than 25 percent Mixed Residential will require approval by Major Warrant.

Building Height. Within Overlay A, the minimum building height will be 3 stories and there will be no maximum height. One-story and two-story buildings may be allowed under certain conditions, but will require approval of a Minor Warrant.

Streets. The street system is intended to facilitate circulation for pedestrians, bicycles, vehicles and emergency services. Streets are fully interconnected, not gated and designed with a formal tree line for shade, wide sidewalks and curbs. Within Urban Village developments, tree grates and wells are preferred in order to generate a "main street" atmosphere.

Open Space. North Shore South is planned to contain centralized open space throughout to provide important foci for urban communities. These open spaces will be improved for more intense use than the residential neighborhoods with plazas, water features or other amenities. All of these areas will be connected with shaded sidewalks and trails.

Commercial Center

General Boundaries. The Commercial Center FB District is bounded by President George Bush Turnpike to the East, Hickox Road to the north, and both Urban Neighborhood and existing single-family residential neighborhoods to the west. (See Framework Plan.)

Building Types.

Within Overlay B, the following Commercial Center Building Types in the Form Based Code are allowed: Commercial, Flex Employment, Mixed-Use, Shopfront and Mixed Residential.

Where Overlay B is <u>not</u> designated, all Commercial Center Building Types in the Form Based Code are allowed.

Building Height. Within Overlay B, the minimum building height will be 3 stories and there will be no maximum height. One-story and two-story buildings may be allowed under certain conditions, but will require approval of a Minor Warrant.

Where Overlay B is <u>not</u> designated, the maximum building height will be six stories (6).

Transition with Buffer. It is intended that a "Transition with Buffer" will occur along areas designated on the Framework Plan: Special Requirements. This 100-foot wide transition sets the following parameters for lots that immediately abut areas zoned Single Family under the RDC (SF-5 thru SF-40), which exist prior to adoption of the Form Based Code.

- The maximum principal building height will be 2 1/2 stories.
- The maximum accessory building height will be 2 stories.
- The rear setback will be 20 feet. A landscape buffer containing street trees planted an average of 25 feet on center and a 40-inch metal picket fence with low shrubs will be provided within the rear setback, adjacent to the rear property line.

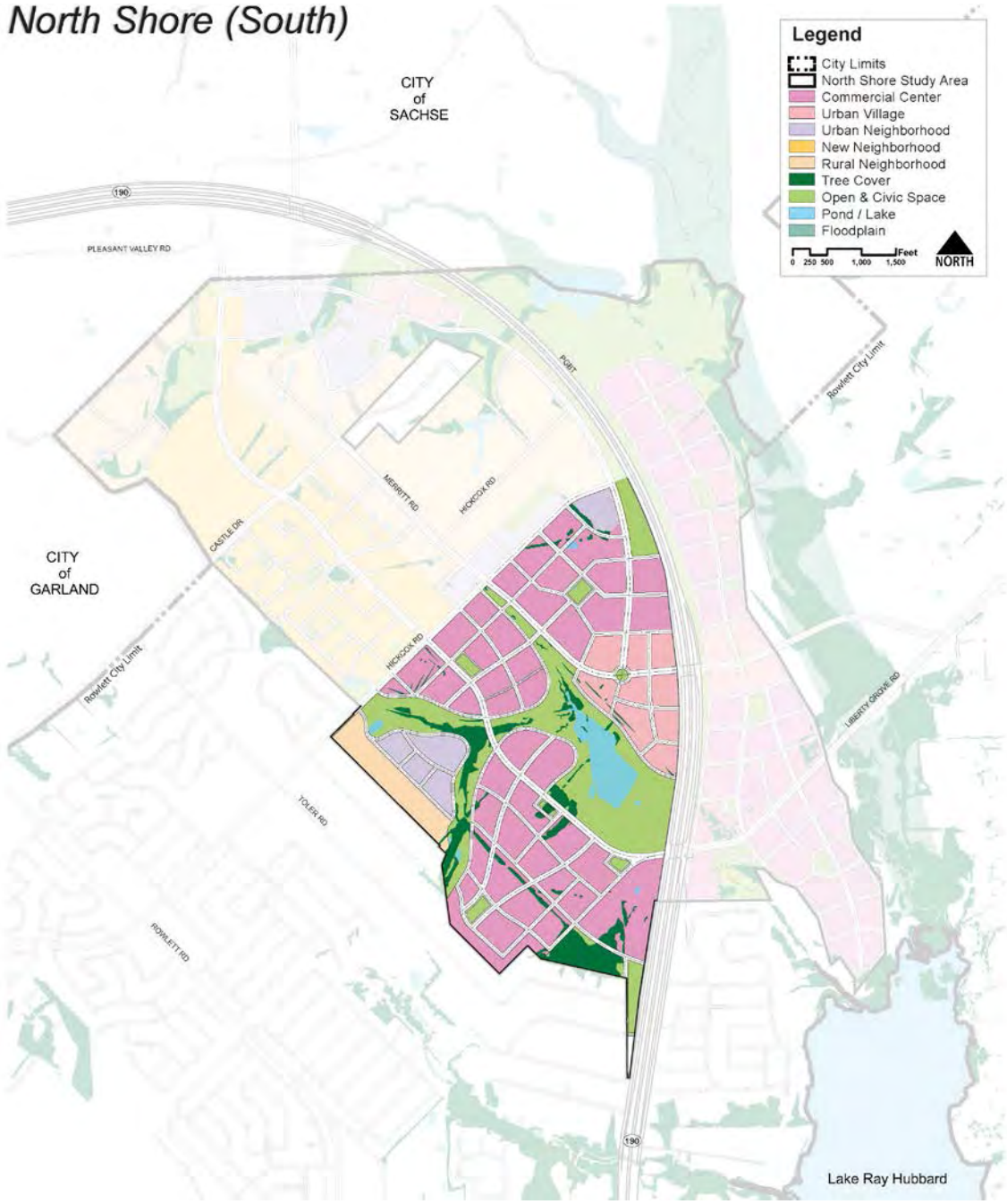
Streets. The street system is intended to facilitate circulation for pedestrians, bicycles, vehicles and emergency services. Streets are fully interconnected, not gated and designed with a formal tree line for shade, wide sidewalks and rolled curbs. Within Commercial Center developments, planter strips are preferred in order to generate a lush, well-shaded public realm.

Open Space. North Shore South is planned to contain centralized open space throughout in order to provide important foci for the urban communities being created. All of these areas will be connected with shaded sidewalks and trails.

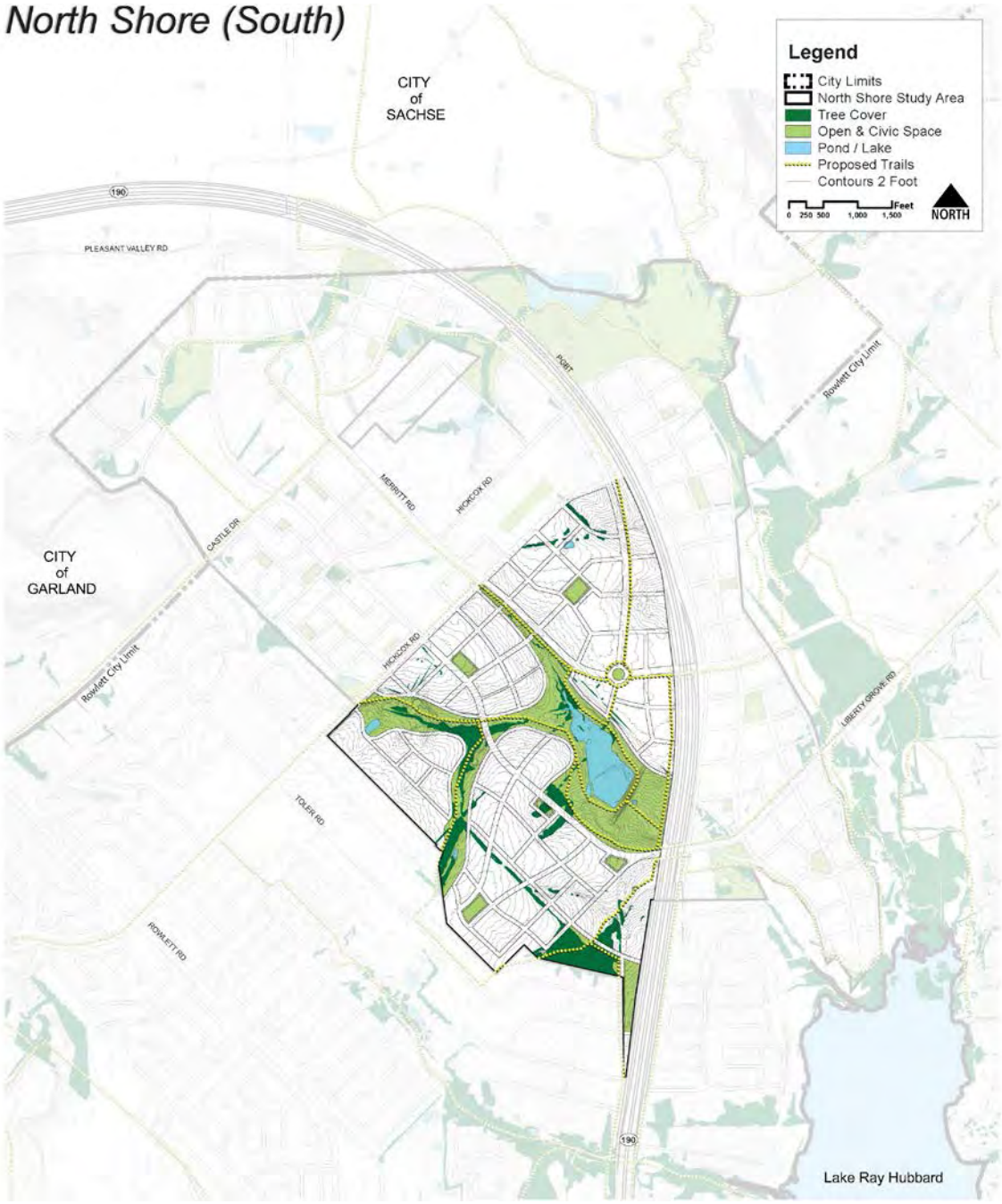
Attachments

1. Framework Plan – the Framework Plan is comprised of the following five (5) diagrams.
    a. Form Based District Allocation
    b. Open Space and Trails
    c. Special Requirements
    d. Street Classifications
    e. Zoning Exhibit
2. Street Cross Sections
3. Transition Sections

Form Based District Allocation

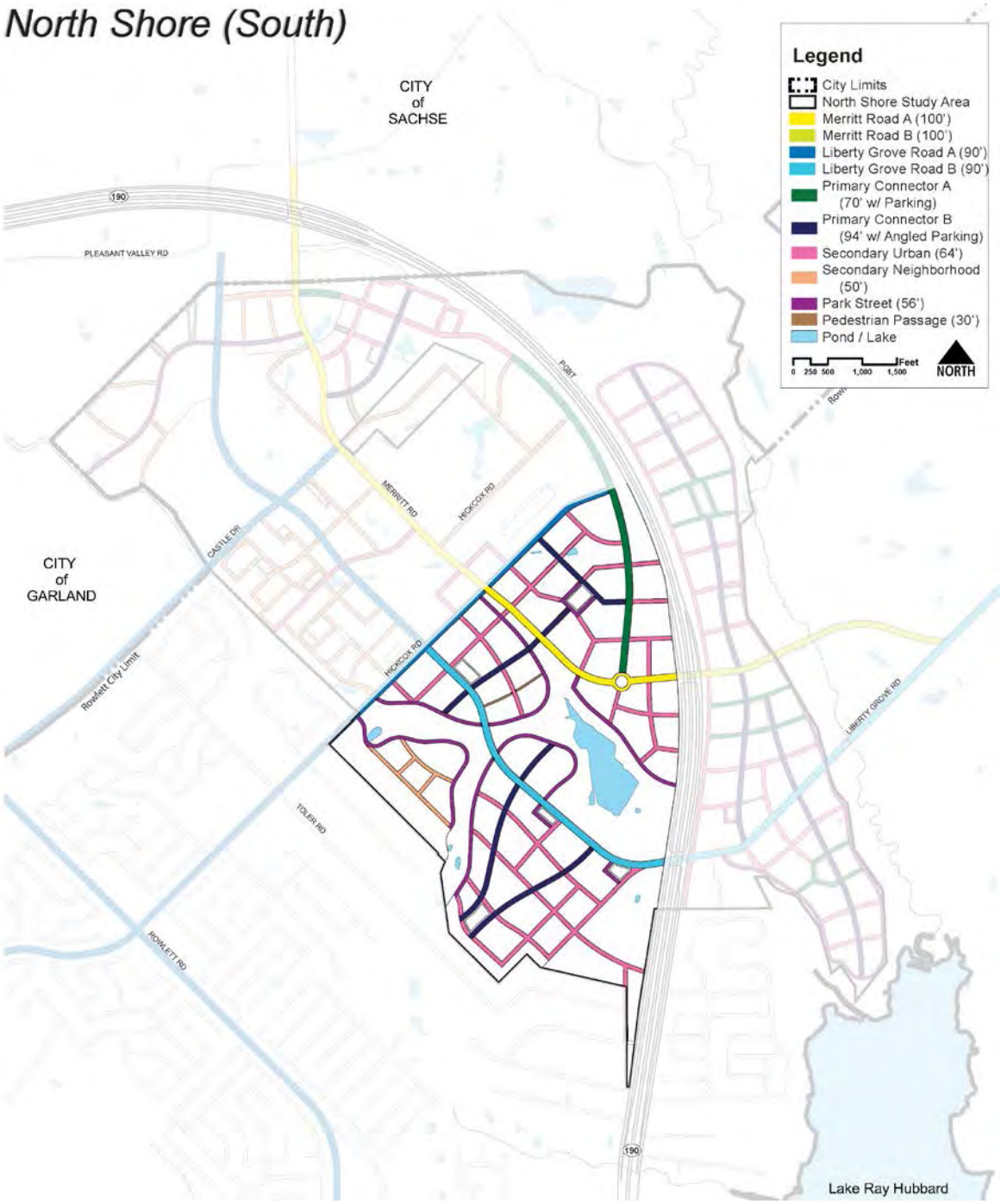


Open Space and Trails

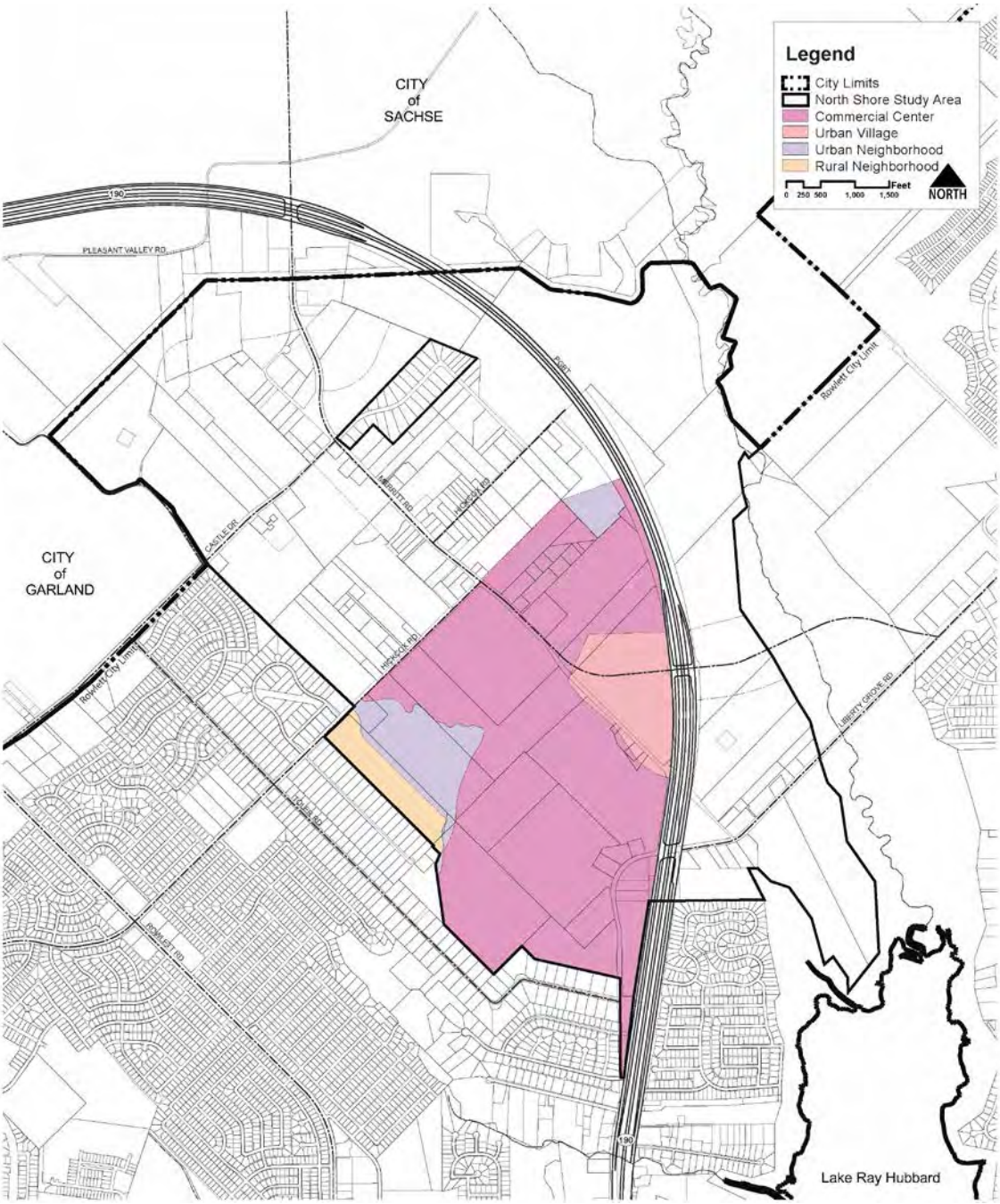


Special Requirements

Street Classifications



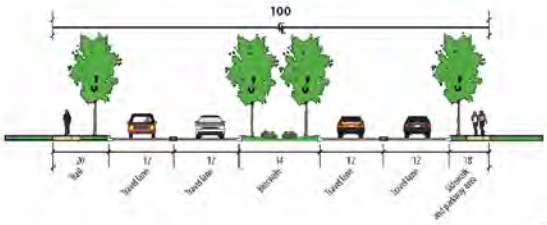
Zoning Exhibit



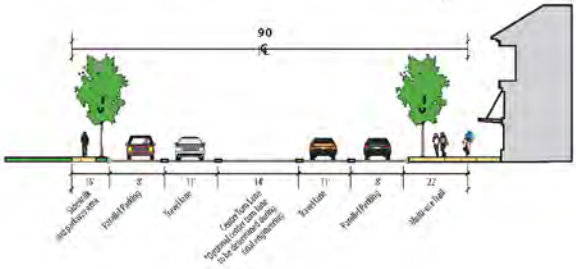
Street Cross Sections

North Shore Streets (South)

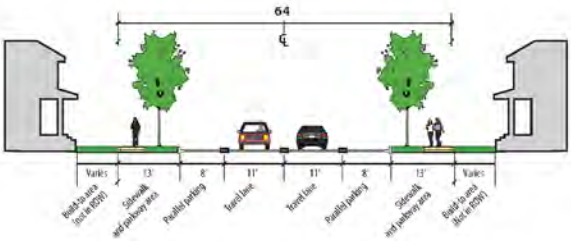
Merrit Road A



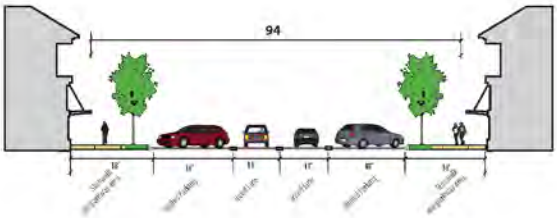
Liberty Grove Road B



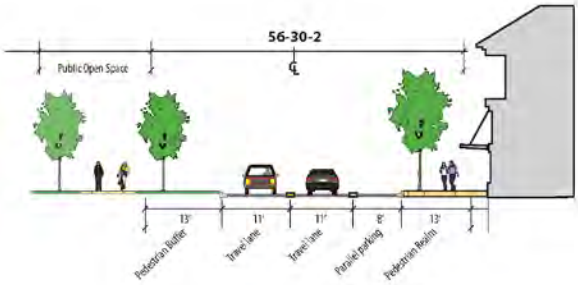
Primary Connector A



Primary Connector B



Park Street

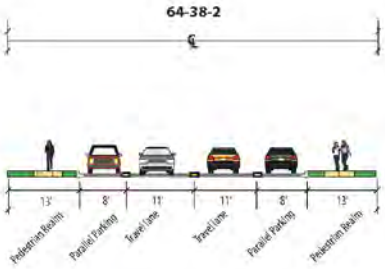


Street Cross Sections

North Shore Streets (South)

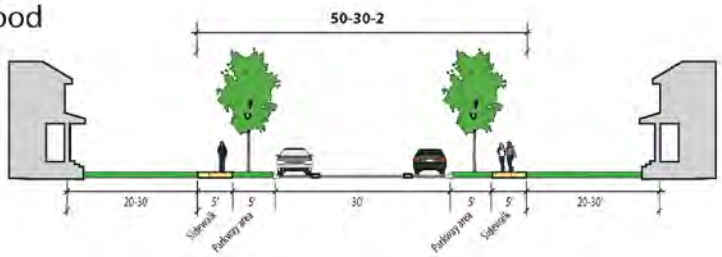
Secondary Urban

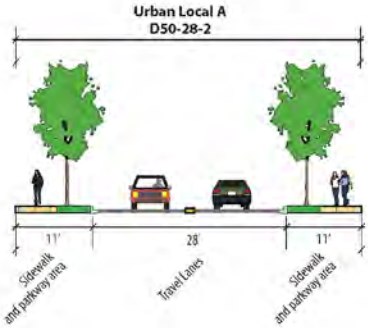
*May be interchanged with Urban Local A and Urban Local B.

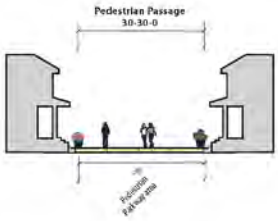


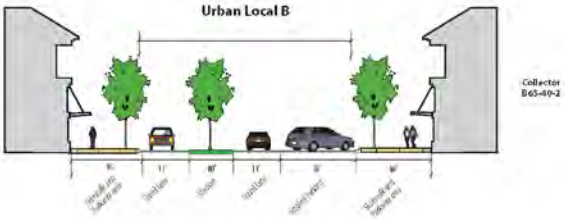
Secondary Neighborhood

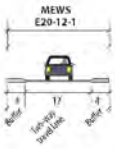
*May be interchanged with neighborhood streets appropriate for Urban Neighborhood, New Neighborhood and Rural Residential

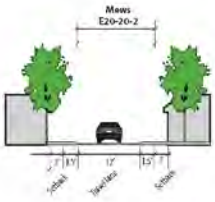






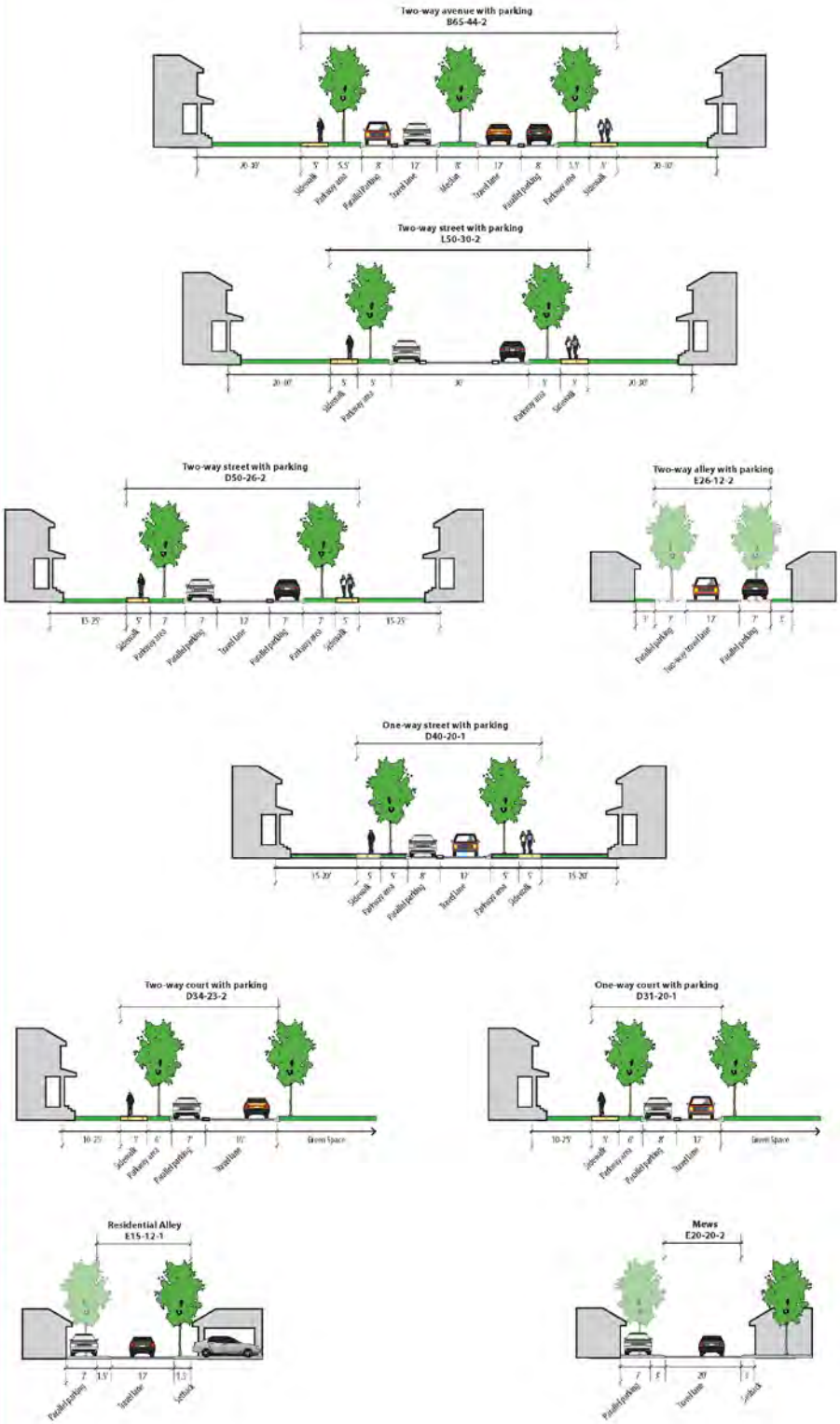




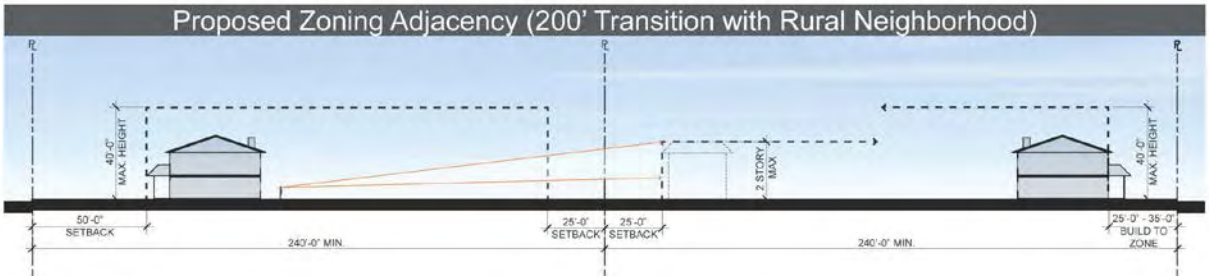


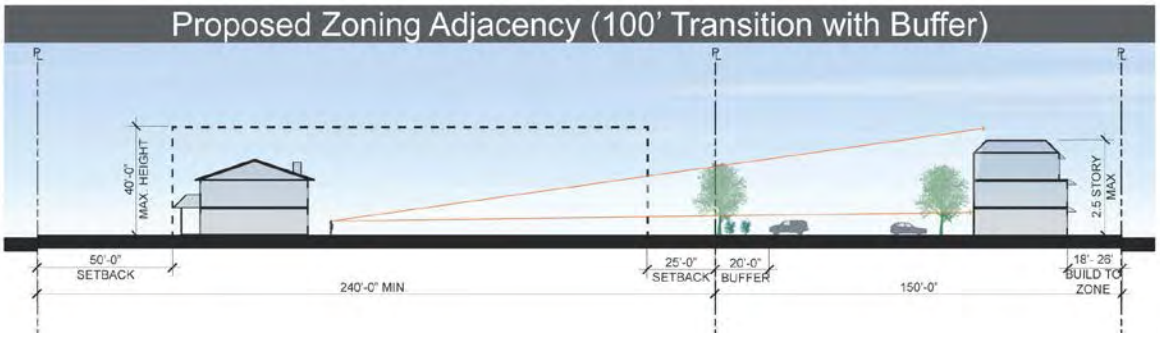
Street Cross Sections

North Shore Streets (Urban Neighborhood, New Neighborhood, & Rural Neighborhood) (South)



Transitional Sections





NEW NEIGHBORHOOD		COMMON NAMES	LOT WIDTHS (MIN - MAX) (11)	LOT DEPTH (MIN)	SIDE YARD (MIN) (1)	BUILD-TO ZONE FRONT STREET (2)	BUILD-TO ZONE SIDE STREET (2)
	CATEGORY 1	Manor	70'+	120'	5' or 3' / 7' split	25' – 30'	10' min.
		Estate	60' – 69'	110'	5' or 3' / 7' split	20' – 30'	10' min.
		Village	50' – 59'	110'	5' or 3' / 7' split	15' – 25'	10' min.
	CATEGORY 2	Cottage	40' – 49'	100'	5' or 3' / 7' split	10' – 25'	10' min.
		Casita	25' – 39'	90'	5' or 3' / 7' split	5' – 10'	10' min.
	CATEGORY 3	Cottage on Mews, Court or "Zero" Lot Line	40' – 49'	90'	3' / 7' split	5' – 15'	10' min.
		Casita on Mews, Court or "Zero" Lot Line	25' – 39'	80'	3' / 7' split	5' – 10'	10' min.
		Multi-Unit House (7)	60' – 100'	110' / 100' on mews	10'	25' – 30'	10'-15'
		Townhome I	25' – 35'	90' / 80' on mews	0' / 5' split	4' – 10'	10'-15'

(1) Side yard 5' unless a 3' / 7' ("zero" lot line) split. The total between buildings shall be 10 ft., except 15 ft. of Multi-Unit Homes.
(2) Build-To Zone is measured from the front property line in the New Neighborhood District.
(3) An enclosed garage shall be constructed of the same material as the main residential structure, and setback 7-9 feet, or 17 or more feet, from the rear property line. Rear loaded garages may be attached at the side property line.
(4) Front-loaded garages will be limited to lots which are at least 60-feet wide and will be located behind the front building corner by 20 feet, of the "drive-through" to the rear yard. Covered breezeways connecting the garage and the house are allowed. Garage Access Location. (R)= Rear, (F) = Front
(5) Porches, stoops, bay windows, balconies, masonry clad chimneys and sunrooms ("Gifts to the Street") may encroach beyond the set BTL no more than 10 feet for a given street, except the encroachment shall not exceed 5 feet on "side streets" and not encroach into the public ROW.
(6) The accessory units are permitted up to 600 square feet in Categories 2 and 3, and 800 sf. in Category 1. They may have a kitchen, bathroom and off-street parking space; but shall not require a separate water meter or electrical panel. Accessory unit area does

2.1 - BUILDING TYPES

New Neighborhood

REAR LOADED GARAGE (12)	OFF STREET PKG SPACES / DWELLING UNIT	MAX. HEIGHT IN STORIES	AREA (SF) / DWELLING UNIT (MIN - MAX) (10)	GIFTS TO THE STREET (5)	PORCH DEPTH (MIN)	ACCESSORY UNIT (6)
R/F (4)	2	3 (8)	3800 – No Max	Permitted	7’	Permitted
R/F (4)	2	3 (8)	3000 – 4000	Permitted	7’	Permitted
R (4)	2	2.5	2000 – 3200	Permitted	7’	Permitted
R (4)	2 (9)	2.5	1400 – 2800	Permitted	7’	Permitted
R (4)	2 (9)	2.5	850 – 1400	Permitted	7’	Permitted
R (4)	2 (9)	2.5	1400 – 2200	Permitted	7’	Permitted
R (4)	2 (9)	2.5	850 – 1400	Permitted	7’	Permitted
R (4)	1.5	2.5 – 3 (8)	850 – No Max	Permitted	7’	Permitted
R (4)	2	2.5 – 3 (8)	1000 – No Max	Permitted	7’	Permitted

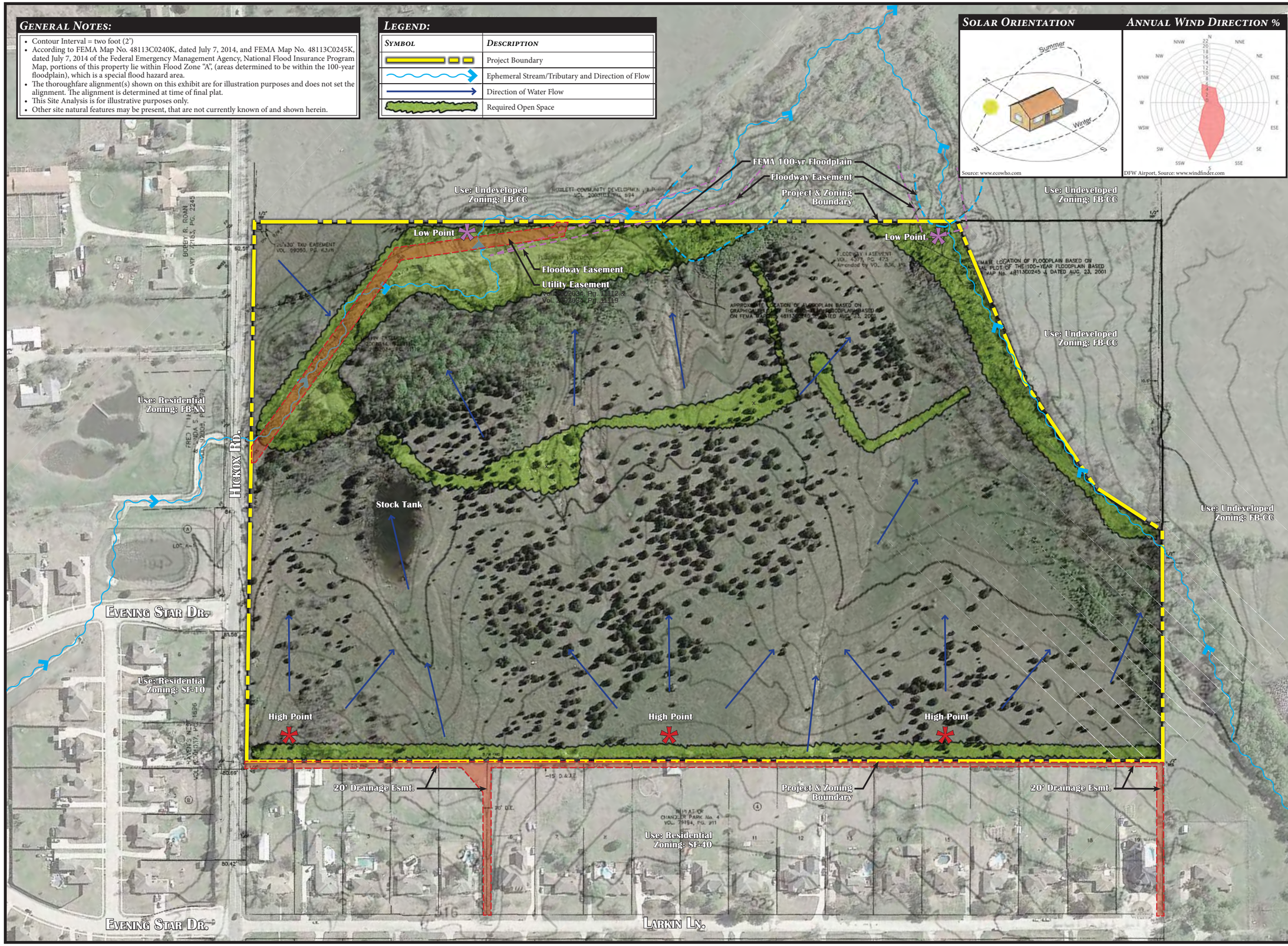
not count against the maximum dwelling size.
(7) 2 to 6 units shall be allowed, however, one entry per street frontage shall be primary, so that the building has the image of a large single family dwelling. Other units may have entries directly from the outside, or from the interior.
(8) 3 Stories allowed only if the building is located next to a 2-story or taller building, or if the building’s side yard is adjacent to an alley, pedestrian way or street, or if it pre-dates adjacent buildings.
(9) At least one off street parking space must be located in a garage.
(10) A Minor Warrant is required to increase the size of houses up to 15% larger
(11) The maximum lot width may be increased by 5 feet on corner lots to accommodate wrap around porches, secondary entries and other approved features.
(12) An accessory unit must have 1 dedicated off-street parking space (enclosed or not enclosed) in addition to the primary unit’s requirement

General Notes:

- Contour Interval = two foot (2')
- According to FEMA Map No. 48113C0240K, dated July 7, 2014, and FEMA Map No. 48113C0245K, dated July 7, 2014 of the Federal Emergency Management Agency, National Flood Insurance Program Map, portions of this property lie within Flood Zone "A", (areas determined to be within the 100-year floodplain), which is a special flood hazard area.
- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
- This Site Analysis is for illustrative purposes only.
- Other site natural features may be present, that are not currently known of and shown herein.

Legend:

Symbol	Description
	Project Boundary
	Ephemeral Stream/Tributary and Direction of Flow
	Direction of Water Flow
	Required Open Space



Solar Orientation

Source: www.ecowho.com

Annual Wind Direction %

DFW Airport, Source: www.windfinder.com

Development Team

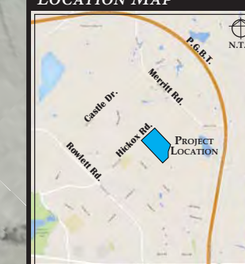
Owner:
Millfam, LTD
515 Pine Shadows Drive
Houston, Texas 77056

Applicant:
Wynne/Jackson, Inc.
600 N. Pearl
Suite 650, LB 149
Dallas, TX 75201
(214) 880-8659
Contact: Christopher Jackson

Land Planner / Designer:
James Knapp, LLC
5381 Moss Glen Dr.
Frisco, TX 75034
(512) 484-2999
Contact: James Knapp

Engineer / Surveyor:
JBI Partners
16301 Quorum Drive
Suite 200B
Addison, TX 752001
(972) 248-7676
Contact: Tom Juhn, PE

Location Map



Abstract

In the City of Rowlett, Dallas County, Texas, 67.360 gross acres out of the Reason Crist Survey, Abstract No. 225

Submittal History

Date Issued: November 24, 2015
Revisions:
December 21, 2015

Project

North Shore South Tract

Exhibit D
Site Analysis (RG 15-____)

James Knapp, LLC
Land Planning & Urban Design

Scale 1"=100'
0' 100' 200'

This drawing is a pictorial representation for presentation purposes only and is subject to change without notice. Additionally, no warranty is made to the accuracy, completeness, or of the information contained herein.

41

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P05:06 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 500-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

EXPLANATION OF REQUEST: The subject properties are currently comprised of two form based zoning districts: Rural Neighborhood and Urban Neighborhood. The applicant requests a rezoning from the two previously mentioned districts to one unified New Neighborhood Form Based District for the purposes of building a pedestrian-oriented, single family neighborhood. In addition, the applicant is requesting 3 Major Warrants to: allow for an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 feet to 50 feet and to allow for an increase in the minimum and maximum range for Cottage lots (to 2200-3500 sf) and Estate lots (to 2500-4000 sf).

- [x] Property Owner
- [ ] Application for a Zoning Change and Major Warrant

COMMENTS:

SIGNATURE: Julie Holden

ADDRESS: 3106 Larkin Lane

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. The protest must be received by the Planning Division by 5 pm on Wednesday, January 20, 2016, to be included in the City Council packet. Responses received after January 20th shall not be counted in the record of response. Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Development Services within the time specified above. The protest shall object to the rezoning and/or Major Warrant(s), contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, and the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

If you have any questions concerning this request, please contact:	RETURN by Mail
Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P05:07 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ Property Owner

☐ Application for a Zoning Change and Major Warrant

COMMENTS:

SIGNATURE: Jean Kym

ADDRESS: 3302 Larkon

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Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

Attachment 5

01-14-16P05:15 RCVD

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I would RATHER SEE 1/2 TO 1 ACRE OR MORE HOMESITES, WITH HOUSES STARTING AT $250,000 OR MORE so it will BLEND WITH THE EXISTING HOMES STACKING THEM DEEP AND SELLING THEM CHEAP is A BAD Polic

SIGNATURE: Greg Fahn

ADDRESS: 3314 LARKIN LANE Rowlett, TX

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

01-08-16P02:54 RCVD

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

TO: Property Owner

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: No Low Income Housing
No Thru street on Larkin Lane

SIGNATURE: Alan + Reeshi Hardy

ADDRESS: 3506 Larkin Lane

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

Rowlett TEXAS

01-08-16P02:53 RCVD

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: NO LOW INCOME HOUSING AND NO THROUGH STREET ON LARKIN

SIGNATURE:

ADDRESS: 3510 LARKIN LANE

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

Development Services Department/Planning Division

01-08-16P02:53 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: No low income dwellings
No through street street on Larkin

SIGNATURE: Dale & Rosa Dilyard

ADDRESS: 3402 Larkin Ln Rowlett 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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If you have any questions concerning this request, please contact:	RETURN by Mail
Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

Rowlett TEXAS

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 500-ft notification area is attached for reference.

EXPLANATION OF REQUEST: The subject properties are currently comprised of two form based zoning districts: Rural Neighborhood and Urban Neighborhood. The applicant requests a rezoning from the two previously mentioned districts to one unified New Neighborhood Form Based District for the purposes of building a pedestrian-oriented, single family neighborhood. In addition, the applicant is requesting a Major Warrant to allow an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 feet to 50 feet.

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: We do not need a high density Zone in that area

01-20-16P04:49 RCVD

SIGNATURE: Richard Z Bradley Richard Bradley

ADDRESS: 3102 Larkin Ln Rowlett, TX 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

01-19-16P05:06 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 500-ft notification area is attached for reference.

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I like living in a quiet neibonhood. I WANT PEACE AND Quiet.

SIGNATURE: Vicky Mendez

ADDRESS: 3002 Larkin Lane Rowlett, TX. 75089

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Rowlett TEXAS

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

01-19-16P05:06 RCVD

TO: Property Owner

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: The transition zone to the new zero lot line neighborhood is unacceptable. A 200' transition zone, which I believe the developer originally agreed to, would be more palatable.

SIGNATURE: Anthony Berends

ADDRESS: 3110 Larkin Lane, Rowlett TX 75089

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Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P05:06 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☒ Property Owner

☐ Application for a Zoning Change and Major Warrant

COMMENTS: No Need to change Zoning

SIGNATURE: Julie Holden

ADDRESS: 3106 Larkin Ln Rowlett TX 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett
TEXAS

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

01-19-16P05:06 RCVD

TO: Property Owner

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: The new zoning is not congruent with the reason we bought this house, large lots w/ lots of room between neighbors

SIGNATURE: Scott Holder & Julie Holder

ADDRESS: 3106 Larkin Ln Rowlett TX 75089

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Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

01-19-16P05:07 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: Mary L. Gary Fina / Maggy Fina Maggy Fina

ADDRESS: 3206 LARKIN LANE, ROWLETT TX 75089

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Rowlett TEXAS

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

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01-19-16P05:07 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: buffer zone inadequate, only 1 acre lots on ok,
My first choice is to do ~~nothing~~ NOTHING - ~~leave~~ LEAVE AS IS

SIGNATURE: Meredith Buhrow Meredith Buhrow

ADDRESS: 3210 Lakin Lane

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Rowlett TEXAS

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

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RE: Application for a Zoning Change and Major Warrant

01-19-16P05:07 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: _____

SIGNATURE: Jim Kupm

ADDRESS: 3302 Larkin Ln.

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48

Rowlett TEXAS

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

01-19-16P05:07 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: [illegible], Don't like changes on my block

SIGNATURE: FRANK Zache

ADDRESS: 3306 CARTON LANE Rowlett, TX 75089

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Rowlett TEXAS

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

01-19-16P05:08 RCVD

TO: Property Owner

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Zoning is acceptable as is

SIGNATURE: [illegible]

ADDRESS: 3310 Larkin Lane Rowlett TX 75089

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Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P05:08 RCVD

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☑ Property Owner

☑ Application for a Zoning Change and Major Warrant

COMMENTS: Insufficient roads + infrastructure to support this size of neighborhood, OPPOSED.

SIGNATURE: Sarah Beth Mynatt & Richard P Mynatt

ADDRESS: 3402 Poe Dr. Rowlett TX

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

01-19-16P05:09 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Opposed, too much traffic for the infrastructure, road too narrow, in bad condition, houses on Larkin and most in Raven's Nest on septic systems, no sewer service from city.

SIGNATURE: [signature]

ADDRESS: 3402 Poe Dr. Rowlett Tx 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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If you have any questions concerning this request, please contact:	RETURN by Mail
Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

01-08-16P12:57 RCVD

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 500-ft notification area is attached for reference.

EXPLANATION OF REQUEST: The subject properties are currently comprised of two form based zoning districts: Rural Neighborhood and Urban Neighborhood. The applicant requests a rezoning from the two previously mentioned districts to one unified New Neighborhood Form Based District for the purposes of building a pedestrian-oriented, single family neighborhood. In addition, the applicant is requesting a Major Warrant to allow an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 feet to 50 feet.

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: SMALL HOUSES ON SMALL LOTS IS THE LAST THING I WOULD WANT. TWO HOUSES PER ACRE, NO MORE THAN THREE PER ACRE. 2500 SQ. FT PER HOUSE MINIMUM.

SIGNATURE: David Hardy 972 412 2802

ADDRESS: 3502 LARKIN LN

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Rowlett
TEXAS

Development Services
Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

04-08-16P02:53 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 500-ft notification area is attached for reference.

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: We don't want a through street or low income housing near-by.

SIGNATURE: Robert Wallace

ADDRESS: 3505 Larkin Lane, Rowlett, Tx 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

Development Services Department/Planning Division

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TO: Property Owner

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☑ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: _____

SIGNATURE: Janice Matthews

ADDRESS: 8509 Evening Star Dr. Rowlett, TX 75089

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01-14-16P05:01 RCVD

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

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☑ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Best plan for it
we need Houses

SIGNATURE: Bobby Rogers

ADDRESS: 3717 Hickox Rd Rowlett

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Rowlett TEXAS

Development Services Department/Planning Division

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☑ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Best plan for it
We need Houses

SIGNATURE: Bobby Rom

ADDRESS: 3937 Hickox Rd Rowlett

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☑ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Best plan for it
We need Houses

SIGNATURE: Bobby Rose

ADDRESS: 3717 Hickox Rd

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☑ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Sounds like a very good project for Rowlett. This type of housing should fit in very nicely in the Rowlett community

SIGNATURE: Buford J Miller for William

ADDRESS: 515 Pine Shadows Drive, Houston TX 77015

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Rowlett TEXAS

Development Services Department/Planning Division

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☑ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: The citizens of Rowlett are to be congratulated for approving this Form Based District. It will be a huge success.

SIGNATURE: Dwford J Miller for Mill Farm

ADDRESS: 515 Pine Shadows Drive, Houston, TX 77056

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01-14-16P05:01 RCVD

32

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P05:04 RCVD

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RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Buffer zone inadequate; rezoning Not Needed

SIGNATURE: Connie Reeve

ADDRESS: 3410 Poe Dr.

Chreeve@verizon.net
972 412 4108

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☑ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: Mike McEntee

ADDRESS: 7701 Merritt Ct.

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Rowlett
TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

TO: Property Owner

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☑ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Bobby Roa
Best plan for it
We need Density

SIGNATURE: Bobby Roa

ADDRESS: 3713 Hickox Rd Rowlett

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01 14 16 P05:01 RCVD

J YM

Attachment 5

50

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY **NOTICE OF PUBLIC HEARING**

(Revised 1/13/2016)

01-19-16P05:08 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Zoning is acceptable as is.

SIGNATURE: [illegible]

ADDRESS: 3310 Larkin Lane Rowlett, Tx 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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If you have any questions concerning this request, please contact:	RETURN by Mail
Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P05:08 RCVD

TO: Property Owner

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I do not want to lose the 200 ft. buffer zone.

SIGNATURE: Sandra S. Strozeski MD

ADDRESS: 3410 Larkin Lane

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J YM

Attachment 5

52

Rowlett TEXAS

Development Services Department/Planning Division

COURTESY **NOTICE OF PUBLIC HEARING**

(Revised 1/13/2016)

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Need larger buffer of land between existing homes & proposed development. Would like to see @ least 1/2 acre lots w/ large homes & minimum 2,500 sq ft.

SIGNATURE: Beverly Nelley

ADDRESS: 3414 Rankin Dr Rowlett, TX 75089

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Rowlett
TEXAS

Development Services Department/Planning Division

COURTESY **NOTICE OF PUBLIC HEARING**

TO: Property Owner

01-19-16P05:09 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Hickox Road is too narrow to carry the load of these additional housing units. We don't want single family homes on small lots near our house, devalue the property value of our home.

SIGNATURE: Sarah Beth Mynatt

ADDRESS: 3402 Poe DR. Rowlett TX

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Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

TO: Property Owner

01-20-16P02:26 RCVD

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: DEVELOPMENT AND ENCROACHMENT IS INEVITABLE. YEARS AGO THE CITY PROMISED THE LAND IN QUESTION WOULD HAVE MINIMUM 1 ACRE LOTS - NO MORE. A 500 FOOT TRANSITION WITH BUFFER IS PREFERRED.

SIGNATURE: JOEL D. BETTES

ADDRESS: 3409 LARISIN LANE - Rowlett

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

Development Services
Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P05:05 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: To Small Lot Size

SIGNATURE: Philip R. Schreiber — PHILIP R. SCHREIBER

ADDRESS: 3713 Hickox Rd Rowlett TX 75089

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01-07-16A08:34 RCVD

Rowlett TEXAS

Development Services Department/Planning Division

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Leave it the way that it was zoned.

SIGNATURE: Dale Murphy

ADDRESS: 3413 Larkin Rowlett

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: We Do Not Feel The Zoning Change Meets The Goal Of Having A Gradual Transition From The Rural Neighborhood To A More Dense Neighborhood.

SIGNATURE: James D. Wilson III James D. Wilson III

ADDRESS: 3401 Larkin Lane

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☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: It was my understanding from a protest several years ago that the lots directly behind the Larkin properties would be the same width. ½ acre lots 50 ft. That would put 2+ houses behind us per existing properties. I do not want houses 10 feet apart behind me!

SIGNATURE: James A. Ware

ADDRESS: 3105 LARKIN LN.

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Leave as is. Beautiful country atmosphere now. What will happen to drainage pond? Drainage currently runs between 3109 + 3201 Larkin Ln. to flow into pond on acreage in question.

SIGNATURE: Glenn + Grace Spivey

ADDRESS: 3109 Larkin Lane

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01-14-16 09:01 RCVD

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Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P04:59 RCVD

TO: Property Owner

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COMMENTS: Leave as is. Beautiful Country atmosphere now. What will happen to drainage pond? Drainage currently runs between 3109 + 3201 Larkin Ln. to flow into pond on acreage in question.

SIGNATURE: Grace Spivey & Glenn Spivey

ADDRESS: 3109 Larkin Ln 1-11-16

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. The protest must be received by the Planning Division by 5 pm on Wednesday, January 6, 2016, to be included in the Planning and Zoning Commission packet and January 20, 2016, to be included in the City Council packet. Responses received by January 6th will also be forwarded to City Council. Responses received after January 20th shall not be counted in the record of response. Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Development Services within the time specified above. The protest shall object to the rezoning and/or Major Warrant, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, and the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

If you have any questions concerning this request, please contact:	RETURN by Mail
Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

972-475-0879
Spiveyg@verizon.net

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P04:56 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

EXPLANATION OF REQUEST: The subject properties are currently comprised of two form based zoning districts: Rural Neighborhood and Urban Neighborhood. The applicant requests a rezoning from the two previously mentioned districts to one unified New Neighborhood Form Based District for the purposes of building a pedestrian-oriented, single family neighborhood. In addition, the applicant is requesting a Major Warrant to allow an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 feet to 50 feet.

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: LOT TO SMALL & WHAT HAPPEN TO THE LOTS WHEN I PURCHASED MY HOUSE. THIS IS WRONG.

SIGNATURE: Kroman

ADDRESS: 3001 LARKIN ROWLETT, TX 75040

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Kromaine13@VERIZON.NET

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P04:58 RCVD

(Revised 1/13/2016)

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: THE RE-ZONE WOULD GREATLY REDUCE MY PRIVACY, ENJOYMENT, AND USE OF MY PROPERTY - EVEN AFTER THE TREES EVENTUALLY MATURE. THIS WOULD GREATLY DIMISH ITS VALUE TO ME AND POTENTIAL BUYERS.

SIGNATURE: [illegible]

ADDRESS: 3101 LARKIN LANE ROWLETT, TX 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P04:59 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I do not want anything but same width lots behind us, houses jammed together would devalue our properties and destroy the view we currently have and cherish.

SIGNATURE: James A. Ware

ADDRESS: 3105 LARKIN LN.

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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6

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Leave as is. Beautiful country atmosphere now. What will happen to drainage pond? Drainage currently runs between 3109 & 3201 Larkin to flow into pond on acreage in question.

SIGNATURE: Glenn Spivey

ADDRESS: 3109 Larkin Ln

1-17-16

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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972-475-0879
& Spiveyg@Verizon.net

2

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016) 01-19-16P04:58 RC

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: This is wrong rec. notice 1-16-2015 To short notice. Homes To Tall & To Close. What happened To 1 AC Lots?

SIGNATURE: [illegible]

ADDRESS: 3001 ~~Ro~~ LARKON LANE. Rowlett, TX.

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Buffer zone distance not acceptable.. + 0 lot line home will bring our property value down (guaranty) + privacy would be terrible

SIGNATURE: David Meyerowitz

ADDRESS: 3005 Larkin Ln.

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P05:00 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: We were zoned for 200ft. not 46ft. and bigger lots backing up to us. That is what we want.

SIGNATURE: Leon R Huseman

ADDRESS: 3201 Larkin Lane Rowlett Tx.

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

Attachment 5

jm
10

Rowlett
TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P05:00 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

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? Last 2

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

~2200
~3500

COMMENTS: Rezoning not needed or warranted; Transition buffer is inadequate

SIGNATURE: Jim McDoyle & Janice Margurtha

ADDRESS: 3205 Larkin

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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J YM

Attachment 5

11

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P05:00 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Rezoning not needed or warranted; transition buffer is inadequate

SIGNATURE: Jim McDonald & Janice Manguiten

ADDRESS: 3205 LARKIN LN 75089

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

01-19-16P05:00 RCVD

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RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: This zoning is unacceptable and Buffer zone is inadequate

SIGNATURE: H. Clyde Forbis

ADDRESS: 3209 Larkin Ln

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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If you have any questions concerning this request, please contact:	RETURN by Mail
Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

Rowlett TEXAS

Development Services
Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P05:01 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

EXPLANATION OF REQUEST: The subject properties are currently comprised of two form based zoning districts: Rural Neighborhood and Urban Neighborhood. The applicant requests a rezoning from the two previously mentioned districts to one unified New Neighborhood Form Based District for the purposes of building a pedestrian-oriented, single family neighborhood. In addition, the applicant is requesting a Major Warrant to allow an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 feet to 50 feet.

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: There is no rezoning necessary
the proposed buffer zone is inadequate -

SIGNATURE: [illegible]

ADDRESS: 3209 Larkin Lane Rowlett TX

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The Planning and Zoning Commission of the City of Rowlett, Texas, will hold a public hearing at **6:30 p.m.** on the **12th day of January, 2016**, and the City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, both at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Rezoning not needed, buffer zone not adequate

SIGNATURE: Lori Goodin 972-475-1982

ADDRESS: 3301 LARKIN Lane Rowlett lagoodin@verizon.net

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J VM

15

Rowlett TEXAS

Development Services Department/Planning Division

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(Revised 1/13/2016)

01-19-16P05:01 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: current zoing is suffient
Not enough of a buffer zone behind my property

SIGNATURE: Yori Goodwin

ADDRESS: 3301 LARKin Lane

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Lots too small, buffer zone too small

SIGNATURE: Tony Perdue - Tony PERDUE SR.

ADDRESS: 3305 LARKIN

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

Lots too small - Buffer zone inadequate

SIGNATURE: Helen K. Fern

ADDRESS: 3309 Larkin Lane - Rowlett

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J YM

Attachment 5

18

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

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TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Lots too small – Buffer Zone inadequate

SIGNATURE: Helen K Fern

ADDRESS: 3309 Larkin Lane – Rowlett

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Rowlett TEXAS

Development Services
Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P05:02 RCVD

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Rezoning Not Needed!

SIGNATURE: Pete Herrera

ADDRESS: 3313 LARKIN LN

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J YM

Attachment 5

20

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

(Revised 1/13/2016)

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☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Rezoning Not Needed!

SIGNATURE: Pete Hueen

ADDRESS: 3313 LARKIN LN

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Attachment 5

21

Rowlett TEXAS

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(Revised 1/13/2016)

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Rezoning is not needed and buffer zones are inadequate

SIGNATURE: Rosa Herrera

ADDRESS: 3313 Larkin Lane

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Rezoning is not needed and buffer zones are inadequate.

SIGNATURE: Reser Herrera

ADDRESS: 3313 Larkind Lane

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(Revised 1/13/2016)

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TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: James David Wilson III James David Wilson III

ADDRESS: 3401 Larkin Ln.

Your written comments are being solicited in the above case. Additional information is available in the Department of Development Services/Planning Division at 3901 Main Street. The City Council will hold a public hearing at **7:30 p.m.** on the **2nd day of February, 2016**, at the Municipal Center, 4000 Main Street, Rowlett, Texas.

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If you have any questions concerning this request, please contact:	RETURN by Mail
Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

Rowlett TEXAS

Development Services
Department/Planning Division

NOTICE OF PUBLIC HEARING

TO: Property Owner

01-19-16P05:03 RCVD

RE: Application for a Zoning Change and Major Warrant

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: Jerre Trevino

ADDRESS: 3405 Lockett Ln 75089

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: The buffer zone is inadequate. No rezoning needed.

SIGNATURE: Roberto Ceballos

ADDRESS: 3501 CANYON LN

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: We oppose much smaller lots right behind our property... 4000 sf is only 0.09 acre.

SIGNATURE: Robert Wallace

ADDRESS: 3505 Larkin Ln, Rowlett, Tx 75089

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: There is no rezoning needed as this was already voted on. The proposed buffer zone is inadequate).

SIGNATURE: Cindy Berry

ADDRESS: 3509 Larkin Lane, 75089

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: THERE IS NO REZONING NEEDED. IT WAS VOTED ON ALREADY. BUFFER ZONE IS INADEQUATE

SIGNATURE:

ADDRESS: 2509 LARKIN LN 75089

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I do not want a high density neighborhood backing up to our rural street

SIGNATURE: Joel Rubenstein

ADDRESS: 3601 Larkin Lane, Rowlett TX 75089

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: REZONING NOT NEEDED

SIGNATURE: Daisy Gonzalez DAISY GONZALEZ

ADDRESS: 3406 POE DR, ROWLETT TX 75089

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: Daisy Gonzalez DAISY GONZALEZ gonzdaisy@yahoo.com

ADDRESS: 3406 POE DR ROWLETT 75089 (214)284-8303 cell

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Im a opposed to rezoning for high density neighborhood. I bought my house in 2003 Because it was rural neighborhood.

SIGNATURE: Dawn Hall

ADDRESS: 3414 Poe

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS: 972-670-4333

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Rezoning is not needed + impeds to my property - traffic is detremental & I bought my property because it was rural

SIGNATURE: Dawn Hale

ADDRESS: 3414 Poe Dr., Rowlett

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Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. The protest must be received by the Planning Division by 5 pm on Wednesday, January 20, 2016, to be included in the City Council packet. Responses received after January 20th shall not be counted in the record of response. Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Development Services within the time specified above. The protest shall object to the rezoning and/or Major Warrant(s), contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, and the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

If you have any questions concerning this request, please contact:	RETURN by Mail
Phone 972-463-3904 FAX 972-412-6228 dacevedo@rowlett.com	City of Rowlett Planning Division 3901 Main Street Rowlett, TX 75088

dawn@daybreaklandscaping.com

Rowlett TEXAS

Development Services Department/Planning Division

NOTICE OF PUBLIC HEARING

01-19-16P05:05 RCVD

TO: Property Owner

RE: Application for a Zoning Change and Major Warrant

LOCATION: The subject properties are located at 3200 and 3600 Hickox Road, further described as 61.96 +/- acres of land situated in the Reason Crist Survey, Abstract No. 225, City of Rowlett, Dallas County, Texas. A location map depicting a 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

EXPLANATION OF REQUEST: The subject properties are currently comprised of two form based zoning districts: Rural Neighborhood and Urban Neighborhood. The applicant requests a rezoning from the two previously mentioned districts to one unified New Neighborhood Form Based District for the purposes of building a pedestrian-oriented, single family neighborhood. In addition, the applicant is requesting a Major Warrant to allow an increase in the maximum lot width of Type 2 and 3 (Cottage) lots from 49 feet to 50 feet.

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: (John Lohrey)

ADDRESS: 3502 Poe Dr Rowlett, Tx 75089

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(Revised 1/13/2016)

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: jhlohrey@gmail.com

SIGNATURE: (John Lohrey)

ADDRESS: 3502 Poe DR Rowlett, TX 75089

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☑ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: _____

SIGNATURE: [signature] Fred Leath

ADDRESS: 3921 HICKOX

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: We were promised 200 ft buffer + bigger lots. Now we are being sold a different by far. plan. Lawyer may be involved.

SIGNATURE: Leon R Huseman

ADDRESS: 3201 Larkin Lane. Rowlett, Tx.

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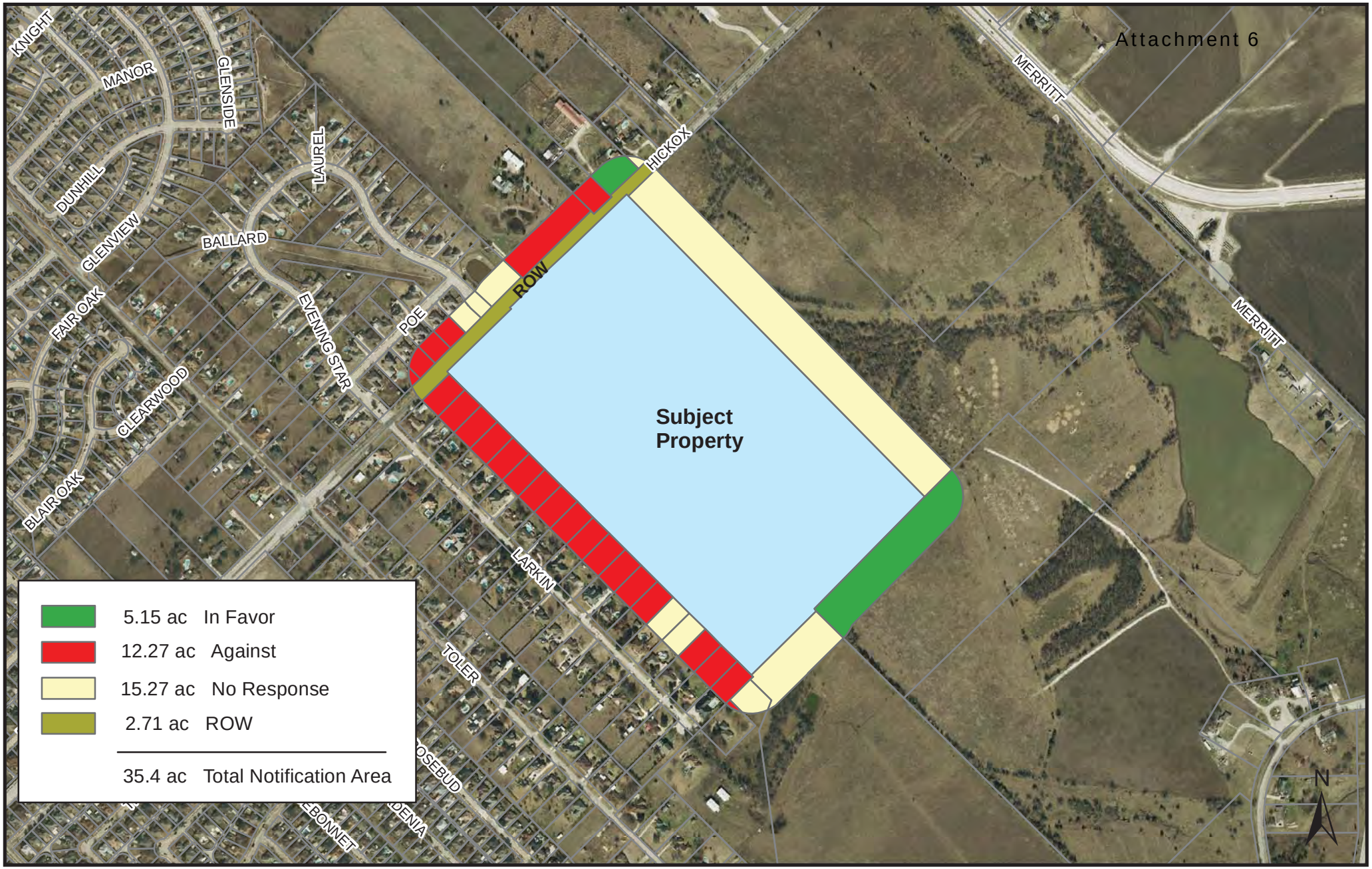

Rowlett TEXAS

3200 HICKOX RD & 3600 HICKOX RD
NORTH SHORE SOUTH TRACT
Map Created: January 22, 2016

PROTEST CALCULATION MAP