WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, August 17, 2021
6:00 PM
Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Council Workshop at 6:00 p.m.**

   A. Invocation.

   B. Pledge to Flags.

   C. Items to be Withdrawn from Consent Agenda.

   D. Emergency Items if Posted.

   E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

   F. Presentation of Monthly Updates.

   G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

2. **Workshop.**

   A. Present and Discuss the **2021 Citizens Government Academy and Participants.**

B. Present and Discuss **Proposed Amendments to Chapter 26 (Businesses and Business Regulations) to Establish Requirements and Regulations for Food Truck Operations within the Town.**

3. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**

4. **Presentations.**

A. Present a **Certificate of Recognition from the Mayor to the Little Elm Citizens on Patrol.**

B. Present a **Certificate of Recognition from the Town Manager for Outstanding Customer Service to Kristy McCarthy.**

C. Present **Certificates of Recognition from the Town Manager to Captain Brad Wilcox and Lieutenant Stoney Ward for Graduating from the Certified Public Manager Program.**

D. Present a **Certificate of Recognition from the Town Manager to Natasha Roach for Graduating from Oklahoma University's Economic Development Institute.**

E. Present a **Certificate of Recognition from the Town Manager to Kylie Brooks for her Outstanding Administration of the Employee Wellness Program.**

5. **Public Comments**
Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

6. **Consent Agenda**
All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

A. Consider Action to Approve the **Minutes from the August 3, 2021, Regular Town Council Meeting.**

B. Consider Action to Approve the **Minutes from the August 4, 2021, Town Council Budget Workshop.**

C. Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**

D. Consider Action to Approve **Ordinance No. 1623 Approving the 2021-2022 Annual Service Plan Update for the Lakeside Estates Public Improvement District No. Two.**

E. Consider Action to Approve **Ordinance No. 1624 Approving the 2021-2022 Annual Service Plan Update for the Hillstone Pointe Public Improvement District No. Two.**

F. Consider Action to Approve **Ordinance No. 1625 Approving the 2021-2022 Annual Service Plan Update for the Rudman Tract Public Improvement District.**

G. Consider Action to Approve **Ordinance No. 1626 Approving the 2021-2022 Annual Service Plan Update for the Valencia Public Improvement District.**

H. Consider Action to Approve **Ordinance No. 1627 Approving the 2021-2022 Annual Service Plan Update for the Spiritas Ranch Public Improvement District.**

I. Consider Action to Approve **Ordinance No. 1628 Amending the Town of Little Elm's Employee Manual.**

J. Consider Action to Approve the **Performance Agreement between Hurtado Barbecue Little Elm LLC, Little Elm and the EDC.**

K. Consider Action to Approve the **Economic Development Corporation's Budget for FY 2021-2022.**

L. Consider Action to Approve the **Extension of the Professional Services Agreement between Little Elm Economic Development Corporation and the Town of Little Elm.**

M. Consider Action to Approve **Resolution No. 0817202102 Approving Certain Project Expenditures for TIRZ 4; Providing a Severability Clause; and Providing an Effective Date.**

N. Consider Action to Approve **Resolution No. 0817202103 Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2021 Rate Review Mechanism Filing.**

O. Consider Action to Approve **Resolution No. 0817202104 Approving Certain Project Expenditures for TIRZ 6; Providing a Severability Clause; and Providing an Effective Date.**

P. Consider Action to Approve **Resolution No.0817202105 for an Incentive Agreement for the American Rescue Plan Act of 2021, COVID-19 Voucher Program.**

Q. Consider Action to Approve the **Seventh Amendment to the Ground Lease Purchase Agreement between Hula Hut and Little Elm EDC.**

R. Consider Action to Approve the **Sixth Amendment of the Chapter 380 Agreement between Hula Hut and the Town of Little Elm.**

S. Consider Action To Approve a **Contract for $64,671.99 with Evoqua Water Technologies for Wastewater Treatment Plant (WWTP) Odor Scrubber Repair.**

T. Consider Action to Approve a **Facility Use Agreement with Silverado Rentals.**

U. Consider Action to Approve a **Concession Agreement with Frios Gourmet Pops.**

V. Consider Action to Approve an **Interlocal Cooperation Agreement between Denton County, Texas and Town of Little Elm, Texas for the Design, Right-of-Way Acquisition, and Utility Relocations associated with the Reconstruction of King Road from Witt Road to Rose Lane.**

W. Consider Action to Approve an **Interlocal Cooperation Agreement between Denton County, Texas and the Town of Little Elm, Texas for the Design, Right-of-Way Acquisition, Utility Relocation, and Construction of Union Place, Promenade Lane, and Pergola Parkway Deceleration Lanes and Right-Turn Lanes onto and off of US 380 at Promenade and Pergola Parkway, and the Two Northern Lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385.**

X. Consider Action to Approve an **Interlocal Cooperation Agreement between Highway 380 Municipal Management District #1 and the Town of Little Elm, TX for the Design, Right-of-Way Acquisition, Utility Relocation, and Construction of Union Place, Promenade Lane, and Pergola Parkway Deceleration Lanes and Right-Turn Lanes onto and off of US 380 at Promenade and Pergola Parkway, and the Two Northern Lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385.**

7. **Public Hearings.**

A. Hold a Public Hearing, Present, Discuss, and Consider Action on the **Proposed Budget for the Town of Little Elm for Fiscal Year 2021-2022.**

8. **Reports and Requests for Town Council Consideration.**

A. Present, Discuss, and Consider Action on **All Matters Incident and Related to the Issuance and Sale of "Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021", including the Adoption of Ordinance No. 1629 Authorizing the Issuance of such Certificates of Obligation.**

B. Present, Discuss, and Consider Action on **Resolution 0817202101 Appointing a Mayor Pro Tem for a One-Year Term of Office and Providing an Effective Date.**

C. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Economic Development Corporation Board.**

D. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Community Development Corporation Board.**

E. Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Planning and Zoning Commission.**

F. Present, Discuss, and Consider Action on **Appointing one or more Town Council Members as a School Board Liaison.**

9. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
    - Discuss a Resolution to terminate the development agreement between the Town of Little Elm and The Sanctuary Texas, LLC, and release property located in its extraterritorial jurisdiction to the Town of Lakewood Village upon certain obligations and conditions being satisfied; and approving the form of interlocal agreements for Fire, EMS, and Police services with the Town of Lakewood Village.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

10. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
    - Discuss and Consider Action to Approve a Resolution to terminate the development agreement between the Town of Little Elm and The Sanctuary Texas, LLC, and release property located in its extraterritorial jurisdiction to

the Town of Lakewood Village upon certain obligations and conditions being satisfied; and approving the form of interlocal agreements for Fire, EMS, and Police services with the Town of Lakewood Village.

- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

11. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 13th day of August 2021 before 5:00 p.m.

Date:	08/17/2021
Agenda Item #:	2. A.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present and Discuss the **2021 Citizens Government Academy and Participants.**

DESCRIPTION:

The Town of Little Elm hosts a Citizens Government Academy each fall. This is an eight-week program designed to offer Little Elm residents the opportunity to learn about the daily functions and roles of local government. The goal of the program is to create more informed, engaged, and proactive members for the community to strengthen the Town's vision for growth and development.

The class size is held to approximately 20 people so that all of the participants can have a very personal experience and really get to know the representatives from the Town. At the close of the application period, we received 41 applications. After reviewing the applications, we ended up with 38 eligible applicants.

This item will be to hold a drawing, if necessary, to select this year's participants.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	08/17/2021
Agenda Item #:	2. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present and Discuss **Proposed Amendments to Chapter 26 (Businesses and Business Regulations) to Establish Requirements and Regulations for Food Truck Operations within the Town.**

DESCRIPTION:

Currently, food trucks have been allowed as part of Special Events permitting, which are limited to the number of events held on an annual basis. Due to growing popularity of food trucks, and the Town's desire to capture the additional revenue, there was expressed interest for the Town to become more food truck friendly and incorporate a permitting process for food truck operations, outside of the Special Events permitting process. With this guidance, working in coordination with the Economic Development Corporation (EDC), Staff evaluated ordinances of surrounding municipalities currently regulating food trucks and would like to get Council's direction on establishing a permitting process most suitable for the Town of Little Elm.

Staff is proposing to incorporate the new permitting process under Chapter 26 (Businesses and Business Regulations), Article IV (Food and Food Permitting) by creating Section 26-128 (Food Trucks), under Division 3, to officially establish the permitting process, requirements, and regulations for food truck operations, as well as by amending Division 1, Section 26-91 (Definitions) in order to include terminology relevant to such operations.

The new permit would allow a food truck to operate outside of Special Events, through coordination from a host business, under an approved site plan, on private or EDC property, but would still be able to operate as part of a Special Events permit, through the existing permitting process, without being required to also obtain a food truck permit.

The proposed permitting process would flow as follows:

Host business Registration. The host business would be required to register with the Town through the online contractor registration portal by providing their contact information, physical address, Certificate of Occupancy, and food establishment permit number.

Application. Once registered, the host business would be able to apply through the online

permitting portal for a bi-annual food truck permit, for each individual food truck separately, by providing the food truck operator name and contact information, food truck license plate, food truck food establishment permit number (health permit), food truck hours of operation, a site plan showing the proposed location and a completed food truck permit checklist.
Review. If the proposed food truck operation is in compliance with all the requirements and their food establishment permit is up to date, the permit will be issued.
Permit. The host business would then be able to print the approved food truck permit certificate through their online portal and provide it to the food truck operator. The certificate must be displayed on the food truck, in a visible location, at all times during its operation. The attached exhibits outline the text amendments and newly created food truck section in more detail.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Sec. 26-128 Food Trucks

Amended Sec. 26-91 Definitions

Food Truck Permit Checklist

Sec. 26-128. – Food Trucks.

(a) *Permits required.*

1. A host business is required to register with the town on an annual basis in order to be eligible to host a food truck operation within the town.

2. A host business is responsible for and required to obtain a biannual permit from the town, for the operation of each individual food truck on a food truck temporary site (food truck permit is not to be considerate as a special event permit).

    a. A site plan of the proposed food truck temporary site, showing the proposed location of a food truck, or food trucks, within the context of the existing site shall be provided; must show property lines, setbacks, existing structures, parking requirements, utilities, fire lanes and easements, as well as shared parking locations across adjacent property lines, if applicable).

    b. Proposed dates and hours of operation must be provided upon application.

3. All food trucks serving food within the town must have a food establishment permit, a physical copy of which must be kept in the food truck at all times. The permit must bear the name of the registered owner of the truck and truck license plate number.

4. Permits are subject to revocation pursuant to Section 26-107. If a permit is revoked, the permit holder has the right to appeal in accordance with the provisions of Section 26-107 and other applicable provisions of this article.

(b) *Exemptions.*

1. The regulations in this section shall not apply to food truck operations on public property when such operations are:

    a. Conducted during a special event permitted under another town ordinance;

    b. Conducted during a town-sponsored or -partnered event; or

    c. In coordination and as approved by the Parks and Recreation Department on park property.

(c) *Food truck temporary site*.

1. It shall be unlawful for a person to operate a food truck temporary site without first having obtained approval of a site plan as part of a food truck permit.

2. A food truck temporary site requires a host business. The application shall indicate the host business and be signed by the host business' authorized representative.

3. A food truck temporary site owner shall first obtain all required permits and approvals necessary for the operation of the food truck temporary site.

(d) *Site and location criteria*.

1. Food trucks shall not be parked on unimproved surfaces, or in required parking spaces, fire lanes, dedicated easements, drive aisles, or other vehicular or pedestrian access ways.

2. Food trucks shall be:

    a. Outside of required setback lines, as established by the Zoning Ordinance

    b. At least 10 feet from interior property lines

    c. At least 10 feet from any permanent structure, other Food Truck, or other vehicle

    d. At least 15 feet from fire hydrants

    e. At least five (5) feet from any utility box or ADA accessibility ramp

3. Unless coordinated through a Home Owners Association (must provide written agreement from the HOA), food trucks shall not be located within 50 feet of a single-family dwelling unit. This measurement shall be taken from the property line of the dwelling unit to the closest point of the food truck temporary site.

4. Parking. Off-street parking shall be provided and maintained in accordance with Chapter 106 (Zoning Ordinance) to accommodate any existing uses on site. Overflow parking on adjacent properties shall be permitted only with the written consent of the adjacent property owner or owner's authorized representative. Verified complaints of parking problems will result in denial of future food truck temporary site requests.

(e) *Other requirements*.

1. Operations.

    a. All transactions shall occur from the food truck.

    b. A food truck shall be permitted to operate only between the hours of 8am and 10pm (inclusive of set up and break down).

    c. Food trucks shall remain on wheels and drivable at all times.

2. Vehicles, generators, and other equipment shall be maintained so as to be in operable condition at all times, as well as up-to-date and in compliance with all relevant state registrations.

3. Exterior. Durable exterior-grade finishes and decorations shall be utilized for all exterior materials on the food truck and shall be maintained in accordance with minimum property, structural and health standards.

4. Signage. All signage and identification for the mobile food establishment shall be on or attached to the vehicle. Menu items may be displayed on sandwich boards which are not attached to the vehicle.

5. Refuse and Environment

    a. Provisions for containment and removal of refuse shall be reflected, reviewed and approved as part of the site plan process.

    b. No trash or grease shall be left at the site after the departure of the food truck, except in existing on-site containers specifically designed for such waste.

    c. Food truck operators and temporary site owners are responsible for mitigation of all environmental impacts, including best management practices of illicit discharge elimination.

(f) *Penalty.* A person commits an offense if the person violates the provisions of this article, or interferes with the director in the exercise of his or her duties under this section. Notwithstanding any provisions contained herein to the contrary, the director is hereby granted the authority to issue immediate citations to persons violating any provision of this article in the director's presence.

(g) *Responsible person.* If the owner, manager, person in charge at the time of inspection, or other responsible party of a permitted food truck temporary site is found to have violated any provisions of this section, a citation may be issued.

(h) The Director of Development Services shall have the discretionary authority to consider and approve exceptions to any of the requirements listed in this section based on compelling evidence of hardship on a case-by-case basis.

Sec. 26-91. Definitions.

The following words and terms, when used in this article, shall have the following meanings unless the context clearly indicates otherwise:

Beverage: A liquid for drinking, including water.

Child care center: Any facility licensed by the regulatory authority to receive 13 or more children for child care and that prepares food for on-site consumption.

Commissary: A catering establishment, restaurant or any other place in which food, food containers, or food supplies are kept, handled, prepared, packaged or stored. Commissary shall not mean a residential kitchen, but constitutes a commercial food service operation that is operated and maintained pursuant to state rules and regulations.

Comminuted: Reduced in size by methods including chopping, flaking, grinding or mincing. The term includes fish or meat products that are reduced in size and restructured or reformulated such as gefilte fish, gyros, ground beef and sausage; and a mixture of two or more types of meat that have been reduced in size and combined, such as sausages made from two or more meats.

Consumer: A person who is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food establishment or food processing plant, and does not offer the food for resale.

Critical violations: Critical items as defined on the food service establishment inspection report, distributed by the Texas Department of State Health Services, with a demerit weight of four or five and requiring immediate attention.

Director of planning and development or *director:* The director of planning and development of the town or the director's designated official.

Drinking water: Water that meets the standards of 30 Texas Administrative Code, Sections 290.101-290.121 (relating to Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems). The term is traditionally known as "potable water" and includes the term "water" except where the term connotes that the water is not potable, such as "boiler", "mop water," "rain," or "waste" water, and "nondrinking" water.

Extensive remodeling: The remodeling of a 20 percent or greater area of a food establishment, which necessitates obtaining a permit prior to performing any remodeling.

Follow-up inspection: Any inspection, other than a routine inspection or full follow-up re-inspection, of a permitted food establishment, after notice has been given to the establishment to correct a violation, conducted to document that the violation has been corrected.

Food: Raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for use or for sale in whole or in part for human consumption.

Food-borne illness: Diseases, usually either infectious or toxic in nature, caused by agents that enter the body through the ingestion of food.

Food-contact surface: A surface of equipment or utensil with which food normally comes into contact; or a surface of equipment or utensil from which food may drain, drip, or splash into a food, or onto a surface normally in contact with food.

Food establishment or *establishment:* A restaurant, cafe, dining room, grocery store, meat market, soft drink stand, hamburger stand, ice cream wagon, commissary, day care center or any place where food or drink for human consumption is offered for sale, given in exchange or given away, including temporary food establishments and mobile units. The term includes an element of the operation such as a transportation vehicle or a central

preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority; a restaurant; a grocery store; an operation that is conducted in a mobile, roadside, stationary, temporary, or permanent facility where consumption is on or off the premises; and regardless of whether there is a charge for the food.

The term does not include the following operations and establishments, provided that the operations do not expose the public to a substantial and imminent health hazard as determined by the town health officer:

(1) An establishment that offers only prepackaged foods that are not potentially hazardous; a produce stand that only offers whole, uncut fresh fruits and vegetables; a food processing plant; a kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function, such as a religious or charitable organization's bake sale; a bed and breakfast limited facility as defined in these rules; or a private home.

(2) An organization that serves only its own membership and immediate guests or other structured groups of persons who gather occasionally for fellowship and society that provide the food from amongst their membership;

(3) The sale, distribution or service of food at an event, party or other special gathering that is not open to persons other than the members or invited guests of the sponsor, provided that there is no public advertisement of the event, public solicitation of funds at or for the event, or participation by the general public in the event.

Food establishment permit or *permit:* The permit issued to a food establishment to operate within the town.

Food manager: A person who has shown proficiency of required information through passing a test that is part of a food protection management program accredited by the Texas Department of State Health Services, pursuant to 25 Texas Administrative Code, Section 229.172, and has responded correctly to questions as they relate to specific food operations.

Food Truck – A vehicle-mounted, self-contained food establishment that provides food and/or alcohol service operation from a real property, and is designed to be readily movable (including catering trucks, but excluding mobile units and stationary food vendors) and used to store, prepare, display, serve or sell food and/or alcohol. Food trucks must completely retain their mobility at all times.

Food Truck Coordinator – A business entity that specifically serves as a coordinator between temporary site owner, food truck operator, and the Town of Little Elm. Coordinator must have a commercial/commissary kitchen and an agreement with EDC to assist food trucks in compliance with sales tax requirements.

Food Truck Temporary Site – An improved, developed site within the town that meets the requirement for business operations of food trucks on a temporary basis and limited duration (excluding park property owned by the town, but inclusive of property owned by the Little Elm Economic Development Corporation).

Food Truck Operator – The owner and/or operator of a food truck.

Full follow-up re-inspection: A complete inspection of a permitted food establishment, which takes place after a full routine inspection that resulted in a rating in which the cumulative demerit value of the establishment exceeded 30 demerits.

Group residence: A private or public housing corporation or institutional facility that provides living quarters and meals. The term includes a domicile for unrelated persons, such as a retirement home, correctional facility, or a long-term health care facility.

Health code: Refers to the Texas Food Establishments," 25 Texas Administrative Code, Sections 229.161—229.171, and 229.173—229.175, as amended.

Host Business – A brick and mortar business that possesses a Certificate of Occupancy for a permanent use within the town, either for a food establishment or a food truck coordinator. Host business takes on the

responsibility of acting as point-of-sale for a food truck to collect sales tax and remit to the town, as well as coordinating permit registration for each food truck to be hosted through said business host.

Imminent health hazard: A significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on the number of potential injuries and the nature, severity, and duration of the anticipated injury.

Law: Federal, state and local statutes, ordinances and regulations.

Mobile unit: A vehicle-mounted food establishment or a food establishment pulled behind a vehicle, so as to be readily moveable., used to store, display, serve or sell food and operates on-the-move, following a route plan (such as an ice cream truck).

Nonprofit organization: A civic or fraternal organization, charity, lodge, association, proprietorship, or corporation possessing an Internal Revenue Code, Section 501(c)(3) exemption; or a religious organization meeting the definition of "church" under the Internal Revenue Code, Section 170(b)(1)(A)(i).

Packaged: Bottled, canned, cartonned, securely bagged or securely wrapped, whether packaged in a food establishment or a food processing plant. The term does not include a wrapper, carry-out box or other nondurable container used to containerize food with the purpose of facilitating food protection during service and receipt of the food by the consumer.

Permit: The document, issued by the regulatory authority, which authorizes a person to operate a food establishment.

Permit holder: The entity that is legally responsible for the operation of the food establishment such as the owner, the owner's agent, or other person; and who possesses a valid permit to operate a food establishment.

Person: Any individual, partnership, corporation, association or other legal entity.

Person in charge: The person present in a food establishment who is the apparent supervisor of the food establishment at the time of inspection. If no person is the apparent supervisor, then any employee present is the person in charge.

Plumbing fixture: A receptacle or device that is permanently or temporarily connected to the water distribution system of the premises and demands a supply of water from the system or discharges used water, waste materials, or sewage directly or indirectly to the drainage system of the premises.

Plumbing system: The water supply and distribution pipes; plumbing fixtures and traps; soil, waste, and vent pipes; sanitary and storm sewers and building drains, including their respective connections, devices, and appurtenances within the premises; and water-treating equipment.

Potentially hazardous food: Food that is natural or synthetic and that requires temperature control because it is in a form capable of supporting the rapid and progressive growth of infectious or toxigenic microorganisms; the growth and toxin production of clostridium botulinum; or, in raw shell eggs, the growth of salmonella enteritidis.

Premises: The physical facility, its contents, and the contiguous land or property under the control of the permit holder; or the physical facility, its contents, and the contiguous land or property and its facilities and contents that are under the control of the permit holder that may impact food establishment personnel, facilities, or operations, if a food establishment is only one component of a larger operation such as a health care facility, hotel, motel, school, recreational camp, or prison.

Public water system: Has the meaning stated in 30 Texas Administrative Code, Sections 290.101—290.121 (relating to drinking water standards governing drinking water quality and reporting requirements for public water systems).

Pushcart: A non-self-propelled mobile food unit limited to serving non-potentially hazardous food or potentially hazardous foods requiring a limited amount of preparation as authorized by the regulatory authority. A pushcart is classified as a mobile food establishment.

Ready-to-eat food: Food that is in a form that is edible without washing, cooking, or additional preparation by the food establishment or the consumer and that is reasonably expected to be consumed in that form. The term includes unpackaged potentially hazardous food that is cooked to the temperature and time required for the specific food under 25 Texas Administrative Code, Section 229.164(k) (relating to food); raw, washed, cut fruits and vegetables; whole, raw fruits and vegetables that are presented for consumption without the need for further washing, such as at a buffet; and other food presented for consumption for which further washing or cooking is not required and from which rinds, peels, husks, or shells are removed.

Regulatory authority: The State of Texas and/or the town.

Routine inspection: An unannounced inspection conducted of a permitted food establishment to determine the compliance of the establishment with the provisions of this article.

Rules: The rules of the Texas Department of State Health Services, entitled "Texas Food Establishments," 25 Texas Administrative Code, Sections 229.161—229.171, and 229.173—229.175, as amended.

Sanitization: The application of cumulative heat or chemicals on cleaned food-contact surfaces that, when evaluated for efficacy, yield a reduction of five logs, which is equal to a 99.999 percent reduction of representative disease microorganisms of public health importance.

Sewage: Liquid waste containing animal or vegetable matter in suspension or solution and which may include liquids containing chemicals in solution.

Snow cone: Snow cone and/or a snow cone-type product defined as crushed or shaved ice served in a single-use container and topped with flavored syrups.

Special event: Any occasion including, but not limited to, fairs, shows, exhibitions, town-wide celebrations, festivals, etc., within a specifically-defined area of the town for a period of time established by the town council.

Stand: Any newsstand, table bench, booth rack, handcart, pushcart, vehicle or any other fixture or device used for the display or storage of articles offered for sale by a vendor or peddler. Such stands must be located at least ten feet away from all other property lines adjacent to a street.

Stationary cart: A food unit that serves only pre-packaged foods or foods requiring minimal preparation or handling from a cart that remains stationary at one location.

Supervisory personnel: The permit holder, the individual having supervisory or management duties, and any other person working in a food establishment who may be in charge of its operation.

Temporary food establishment: A food establishment that operates at a fixed location for a period of time of not more than the length of time associated with a single event or celebration.

Temporary Site Owner – The real property owner or owner's authorized designee of a property, tract, parcel or land within the town which is to be used as a food truck temporary site.

Town health officer: The person(s) employed by or with whom the town has a contract to provide inspection and other services necessary for the administration and enforcement of the rules and ordinances regulating food establishments and the service and sale of food within the town.

Vendor: Any individual who offers for sale food, beverages, goods, merchandise, or services to be performed immediately or in the future, from a certain location, for a period of more than 15 minutes, that is not within a building or structure for which a certificate of occupancy is required by the town. This term shall not apply to businesses that operate from within a building or structure within the town for which a certificate of occupancy is required and also display or sell food, beverages, goods, merchandise, etc. outside.

Vending machine: A self-service device that, upon insertion of a coin, paper currency, token, card or key, dispenses unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.

(Ord. No. 776, § 3, 8-15-2006)

Town of Little Elm
100 W. Eldorado Parkway, Little Elm, Texas, 75068 www.littleelm.org

FOOD TRUCK PERMIT CHECKLIST

GENERAL INFORMATION

1) A host business is responsible for and required to obtain a biannual permit from the town, for the operation of each individual food truck on approved property within the Town of Little Elm. See S*ection 26-91 Definitions* and *Section 26-128 Food Trucks* for additional information.

2) All food trucks serving food within the town must have a food establishment permit, a physical copy of which must be kept in the food truck at all times. The permit must bear the name of the registered owner of the truck and truck license plate number.

3) The Town of Little Elm is completely paperless in terms of submittals and resubmittals. The application must be completed, and all required materials must submitted, on-line through the MyGov portal.

Applicant	Staff	Food Truck Permit Requirements
		APPLICATION CONTENTS
		Host Business Certificate of Occupancy Number
		Food Truck Food Establishment Permit Number
		If overflow parking is to be provided on adjacent property, written consent of the adjacent property owner or owner's authorized representative.
		Food Truck Temporary Site Plan in PDF, see exhibits list below for requirements.
		Proposed dates and hours of operation
		Fees (see fee chart)
		EXHIBITS
		Proposed location of food truck/s within the context of the existing site (show food truck dimensions, if multiple food trucks, show separation dimension)
		Property lines and dimension from food truck/s to nearest property line
		Setbacks required per zoning (front yard, rear yard, side yards, as applicable)
		Food Truck is outside of required setback lines, as established by the Zoning Ordinance
		Food Truck is at least 10 feet from interior property lines
		Food Truck is at least 10 feet from any permanent structure, other Food Truck, or other vehicle
		Food Truck is at least 15 feet from fire hydrants
		Food Truck is at least five (5) feet from any utility box or ADA accessibility ramp
		Parking requirements (total parking required for the property overall and total parking being taken for the food truck).
		If additional parking is being provided on adjacent property, show shared parking locations across adjacent property lines
		Fire lanes and easements (utilize existing plat or survey for reference)
		Additional items as requested by Town Staff

Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials.

_____ _____

Applicant's Signature Date

Date:	08/17/2021
Agenda Item #:	4. A.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present a **Certificate of Recognition from the Mayor to the Little Elm Citizens on Patrol.**

DESCRIPTION:

The Little Elm Citizens on Patrol are trained volunteer drivers and graduates of previous Little Elm Citizens Police Academy classes. Their objective, as non-confrontational and unarmed volunteers, is to be extra eyes and ears for the Little Elm Police Department.

As observational patrol, they drive throughout town neighborhoods and local businesses at various times of the day and night, reporting suspicious activity to the LEPD.

These volunteers assist the LEPD with local town events, such as July Jubilee, the LOCALE/LEPD Bike Rodeo, and more.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

N/A

Date:	08/17/2021
Agenda Item #:	4. B.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Matt Mueller, Town Manager

AGENDA ITEM:

Present a **Certificate of Recognition from the Town Manager for Outstanding Customer Service to Kristy McCarthy.**

DESCRIPTION:

Town Manager Matt Mueller will present a Certificate of Recognition to Kristy McCarthy for her outstanding customer service at The Cove at the Lakefront.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	08/17/2021
Agenda Item #:	4. C.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Rodney Harrison, Police Chief

AGENDA ITEM:

Present **Certificates of Recognition from the Town Manager to Captain Brad Wilcox and Lieutenant Stoney Ward for Graduating from the Certified Public Manager Program.**

DESCRIPTION:

Chief Harrison will present certificates of graduation from the Certified Public Manager (CPM) program to Captain Brad Wilcox and Lieutenant Stoney Ward.

The CPM program is a nationally accredited comprehensive statewide management development program specifically for managers in federal, state, and local government and for managers in the not-for-profit sector. The program's primary goal is to improve the performance of public and not-for-profit sector managers and the organizational performance of state, local and federal government. It is a comprehensive course of study by which public managers can acquire and apply the best practices and theory to their management behaviors and strategies using prescribed sets of professional standards.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	08/17/2021
Agenda Item #:	4. D.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present a **Certificate of Recognition from the Town Manager to Natasha Roach for Graduating from Oklahoma University's Economic Development Institute.**

DESCRIPTION:

After graduating from Oklahoma University's Economic Development Institute, Economic Development Coordinator Natasha Roach was recently promoted to Assistant Director of Economic Development for the Little Elm Economic Development Corporation.

The OU EDI experience is designed to immediately impact a participant's professional career by providing comprehensive courses that align with the International Economic Development Council (IEDC) and the latest economic development trends.

Natasha has focused on employee management, project management, business operations, and process workflows. Working with the EDC allows her to apply her experience in various areas and participate in the growth of Little Elm and further supports the EDC's mission to advance economic development in Little Elm while capitalizing on the Town's lakeside character and sense of community.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	08/17/2021
Agenda Item #:	4. E.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Matt Mueller, Town Manager

AGENDA ITEM:

Present a **Certificate of Recognition from the Town Manager to Kylie Brooks for her Outstanding Administration of the Employee Wellness Program.**

DESCRIPTION:

Town Manager Matt Mueller will present a Certificate of Recognition to Kylie Brooks for her Outstanding Administration of the Employee Wellness Program.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	08/17/2021
Agenda Item #:	6. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the August 3, 2021, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the August 3, 2021, regular Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - August 3, 2021

D R A F T

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
http://www.littleelm.org

REGULAR TOWN COUNCIL MEETING
TUESDAY AUGUST 3, 2021 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Neil Blais; Council Member Tony Singh; Council Member Jeremy Lukas; Council Member Lisa Norman; Council Member Michael McClellan

Staff Present: Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Jennette Espinosa, EDC Executive Director; Kelly Wilson, Chief Financial Officer; Robert Brown, Town Attorney

1. **Notice Regarding Public Participation and Town Council/Town Staff Attendance**

Due to the COVID-19 (coronavirus) public health emergency, and in an effort to reduce in-person meetings that assemble large groups of people, Governor Greg Abbott has granted a temporary suspension of certain rules to allow for (1) town council members and town employees to participate in a town council meeting via videoconference call or other remote electronic means without a physical quorum of council members being present at the site of the meeting; and (2) the use of videoconferencing and other remote means to allow the public to observe the meeting and, when required, to participate in the public meeting.

In an effort to reduce the spread of the virus, for the August 3, 2021 Town Council meeting, individuals will be able to address the Council on any topic through submission of the web form below. Forms received will be recorded into the record and be given to the Town Council.

To access the videoconference online, follow these instructions:

- To join the Zoom meeting, click https://zoom.us/j/91365186509.
- To view the live stream meeting, click https://www.littleelm.org/1258/Agendas-Minutes-Videos

Individuals who wish to speak to Town Council directly must register prior to the meeting. Please include in the comment box that you will be logging onto the meeting through the Zoom link above to speak to Town Council. If you have any questions, please email cbiggs@littleelm.org.

Individuals wishing to speak on a non-public hearing item may address the Council by submitting the online form at the following link:
https://www.littleelm.org/FormCenter/Administration-5/LE-Town-Council-Presentation-and-Announc-87.

Note: A physical quorum of the Town Council may not be present during the meeting as some Council Members may choose to participate in the meeting remotely as permitted by Governor Abbott's suspension of various statutes that may be interpreted to require face-to-face interaction between members of the public and public officials.

2. **Call to Order Council Workshop at 6:00 p.m.**

Meeting was called to order at 6:02 p.m.

A. Invocation.

Council Member Michael McClellan gave the invocation.

B. Pledge to Flags.

Item skipped.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

Council Member Lisa Norman would like to discuss the Citizen Government Academy and the number of applicants. She recommended we do the drawing for spots live during a Council meeting. Town Manager Matt Mueller stated that we can add it as a workshop item at the next meeting.

Council Member Lisa Norman also discussed that she did not agree with this meeting be made virtual due to one person not being able to attend. She would prefer that Council be asked next time before making the decision. Town Attorney Robert Brown stated that the Governor's order expires at the end of the month so that there is only one more meeting where this option is possible. Mayor Pro Tem Neil Blais recommended having a policy in place for how meetings are handled in future pandemics.

F. Presentation of Monthly Updates.

Town Manager Matt Mueller stated that it was his decision to transition this meeting to virtual in order to keep us safe in a time crunch to post the meeting. He stated that it is not a recommendation from staff to go back to virtual meetings and apologized for the last-minute notice. He continued that we are in the throws of another wave and have multiple positive cases in the organization. He stated that, at this time, there is no need to go back a level in the Level of Operations plan due to the existing limitations in Town Hall with the remodel. He stated that we will continue to adequately staff our departments to serve the needs of the community. He stated that our team members are encouraged to wear masks and that vaccinations are not mandated.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

None.

3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

4. Public Comments

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

None.

5. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

Motion by Council Member Michael McClellan, seconded by Mayor Pro Tem Neil Blais ***to approve the consent agenda.***

Vote: 6 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the July 20, 2021, Regular Town Council Meeting.**

B. Consider Action to Approve the **Unaudited Quarterly Budget Report for the Quarter Ending June 30, 2021.**

C. Consider Action to Approve the **Quarterly Investment Report for the Period Ending June 30, 2021.**

D. Consider Action to Approve an **Interlocal Agreement between the Town of Little Elm and the City of Lake Dallas to Provide Jail Services for Class C Misdemeanor Municipal Warrants.**

E. Consider Action to Approve and Authorize the **Town Manager to Execute an Interlocal Agreement with the City of Frisco for Computer Forensics Lab Services.**

F. Consider Action to Approve a **Professional Services Contract with Freese and Nichols, Inc., for the West Side Water System Study in an Amount not to exceed $97,155.**

G. Consider Action to Approve **Ordinance No. 1622 Establishing the 2021 Certified Appraisal Roll.**

H. Consider Action to Approve the **Schedule for the Public Hearing on the FY 2021 - 2022 Proposed Budget.**

I. Consider Action to Approve the **Schedule for the Public Hearing for the FY 2021-2022 Proposed Tax Rate.**

J. Consider Action to Award **Bid 2021-20 for the Community Wayfinding Signage Project to Image Manufacturing Group in an Amount Not to Exceed $487,966.00.**

K. Consider Action to Accept the **Submission of the 2021 No-New-Revenue Tax Rate of $0.631493 per $100 Taxable Value and the Voter-Approval Tax Rate of $0.643948 per $100 Taxable Value.**

6. Reports and Requests for Town Council Consideration.

A. Present and Discuss the **Submission of the Fiscal Year 2021-2022 Proposed Budget and Budget Message by the Town Manager.**

Town Manager Matt Mueller presented the budget to Town Council and stated that we would go into detail tomorrow night during the budget workshop.

B. Present, Discuss, and Consider Action on **Resolution No. 0803202102 for the Proposed FY 2021-2022 Property Tax Rate.**

Town Manager Matt Mueller stated that this is the first step in the process for adopting the tax rate. This item publishes the tax rate for consideration and schedules the public hearing. He stated that the proposed tax rate is lower than the current tax rate. He stated that due to growth, we will receive an increase in revenue even though the proposed tax rate is lower than the current rate.

Motion by Council Member Michael McClellan, seconded by Council Member Jeremy Lukas ***to accept Resolution No. 0803202102 and place a proposal to adopt a FY 2021-2022 tax rate of $0.643948 per $100 of valuation on the September 7, 2021, Town Council Agenda.***

Vote: 6 - 0 - Unanimously

C. Present, Discuss, and Consider Action on **Appointing Town Council Member(s) to the Council Interview Committee for Boards and Commissions.**

Mayor Curtis Cornelious opened the floor for discussion to appoint a Council Member to the committee, in addition to current members Mayor Cornelious and Mayor Pro Tem Neil Blais.

Council Member Michael McClellan recommended that the Council Member liaison to the board or commission fill the third seat on the committee.

Motion by Council Member Michael McClellan, seconded by Council Member Lisa Norman ***to appoint Mayor Curtis Cornelious, Mayor Pro Tem Neil Blais, and the designated Council Liaison for the board or commission to the interview committee.***

Vote: 6 - 0 - Unanimously

7. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

No executive session.

8. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and

municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.

- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. Adjourn.

Meeting adjourned at 6:37 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 17th day of August 2021

Date:	08/17/2021
Agenda Item #:	6. B.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the August 4, 2021, Town Council Budget Workshop.**

DESCRIPTION:

The minutes from the August 4, 2021, Town Council Budget Workshop are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - August 4, 2021

D R A F T

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
http://www.littleelm.org

TOWN COUNCIL BUDGET WORKSHOP
WEDNESDAY AUGUST 4, 2021 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Tony Singh; Council Member Jeremy Lukas; Council Member Lisa Norman; Council Member Michael McClellan

Absent: Mayor Pro Tem Neil Blais

Staff Present: Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Jennette Espinosa, EDC Executive Director; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rodney Harrison, Police Chief

1. **Notice Regarding Public Participation and Town Council/Town Staff Attendance**

Due to the COVID-19 (coronavirus) public health emergency, and in an effort to reduce in-person meetings that assemble large groups of people, Governor Greg Abbott has granted a temporary suspension of certain rules to allow for (1) town council members and town employees to participate in a town council meeting via videoconference call or other remote electronic means without a physical quorum of council members being present at the site of the meeting; and (2) the use of videoconferencing and other remote means to allow the public to observe the meeting and, when required, to participate in the public meeting.

In an effort to reduce the spread of the virus, for the August 4, 2021 Budget Workshop, click the link below to access the videoconference online:

- To join the Zoom meeting, click https://zoom.us/j/91977590001.

Note: A physical quorum of the Town Council may not be present during the meeting as some Council Members may choose to participate in the meeting remotely as permitted by Governor Abbott's suspension of various statutes that may be interpreted to require face-to-face interaction between members of the public and public officials.

2. Call to Order Council Workshop at 6:00 p.m.

Workshop was called to order at 6:00 p.m.

3. Present and Discuss the **Proposed Budget and Financial Plan for Fiscal Years 2022 - 2026.**

Town Manager Matt Mueller gave an overview of the FY2022 budget with the attached presentation. He then discussed the next steps for the certificates of obligation issuance and the schedule for the budget.

4. Adjourn.

Workshop adjourned at 7:44 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 17th day of August 2021

Town Council Meeting

Date:	08/17/2021
Agenda Item #:	6. C.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

---

AGENDA ITEM:

Consider Action to Approve the **Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.**

DESCRIPTION:

The Town of Little Elm contracts with the Denton County Elections Administrator to provide election services for all elections.

The contract attached to this item is in draft form because the Denton County Elections Administrator is waiting for all locations and entities joining the contract to give notice of their participation in the November 2, 2021 election. Once all entities have given notice, the final cost of the Town's portion will be calculated.

BUDGET IMPACT:

This item is budgeted for in the General Fund operating budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Contract - Joint Election Agreement and Contract for Services with Denton County

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as "participating authority or participating authorities" located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint [election-date] election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a General or Special Election on [election-date]. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County's voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of $12 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat $40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of $25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of $25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Lead Clerk ($14/ hour), Clerk ($12/ hour)

Election Day – Presiding Judge ($14/hour), Alternate Judge ($13/ hour), Clerk ($12/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (September 30, 2021) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an upper and lowercase format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the [election-date] election will be as follows:

Monday, October 18, 2021 through Saturday, October 23, 2021; 8am – 5pm
Sunday, October 24, 2021; 11am-4pm
Monday, October 25, 2021 through Friday, October 29, 2021; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the [election-date] election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Tuesday, December 7, 2021, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballot, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of $400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public

Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of more of the provisions contained in this Agreement 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 and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	$40.023
Voter Registration Clerk	$30.068 - $33.299
Technology Resources Coordinator	$43.227
Elections Technician	$30.521 - $34.762
Voter Registration Coordinator	$37.503
Training Coordinator	$41.899
Election Coordinator	$34.763

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the [election-date] election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

[costs]

[pagebreak]

THIS PAGE INTENTIONALLY BLANK.

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 9th day of August, 2021 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
(2) It has on the 17th day of August, 2021 been executed on behalf of the Town of Little Elm pursuant to an action of the Town of Little Elm Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE Town of Little Elm:

APPROVED:

Curtis J. Cornelious, Mayor

ATTESTED:

Caitlan Biggs, Town Secretary

Date:	08/17/2021
Agenda Item #:	6. D.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1623 Approving the 2021-2022 Annual Service Plan Update for the Lakeside Estates Public Improvement District No. Two.**

DESCRIPTION:

The Lakeside Estates Public Improvement District Number Two was created pursuant to the Public Improvement District (PID) Act and a resolution of the Town Council on August 15, 2017. The Town of Little Elm has contracted with Municap, Inc. to provide administrative and management support services associated with the Lakeside Estates Public Improvement District Number Two.

Municap, Inc.'s scope of services includes the annual determination of the special assessments to be collected from the property within the PID boundaries as well as updating the service and assessment plan and special assessment roll. In compliance with Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually.

This document is the annual update of the Service and Assessment Plan for 2021-2022. This Annual Service Plan update is related to the annual budget for the payment of PID obligations.

BUDGET IMPACT:

Lakeside Estates Annual PID Assessment for 2021-2022. Submittal to Denton County Tax office prior to October 1.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Report Lakeside Estates PID No. 2

Ordinance No. 1623

Lakeside Estates 21-22 SAP

Finance Department
Kelly Wilson, Chief Financial Officer
Phone: 214-975-0415
kwilson@littleelm.org

TOWN COUNCIL
CONSENT AGENDA
Date: August 17, 2021

PROJECT
Consider and Action to adopt **Ordinance No. 1623** an Ordinance of the Town of Little Elm, Texas approving the 2021-2022 Annual Service Plan Update for the **Lakeside Estates Public Improvement District No. Two**.

BACKGROUND – Annual Service Plan Summary

Assessed Value Changes of the PID

Year	Assessed Value
2017 Base Year	$2,181,109
2021 Certified AV	$50,033,688

Infrastructure Improvements

Infrastructure	Total Investment
Road improvements	$1,714,820
Water distribution system improvements	$756,549
Sanitary sewer improvements	$1,272,299
Storm drainage improvements	$879,083
Total Improvement Cost	**$4,622,751**

Completed Homes as of June 30, 2021

Total Lots	Completed Homes	Percent Complete
214	140	65%

Outstanding PID Assessment

Outstanding Debt Obligation	Years Remaining for PID
$4,455,000	26 Years

RECOMMENDED ACTION
Staff recommends Council adopt Ordinance 1623

ATTACHMENTS
Ordinance No. 1623
Exhibit A – Lakeside Estates Public Improvement District Annual Service Plan (Assessment Year 9/1/2021-8/31/2022)

TOWN OF LITTLE ELM

ORDINANCE NO. 1623

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM UPDATING THE LAKESIDE ESTATES PUBLIC IMPROVEMENT DISTRICT NO. 2 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL

WHEREAS, by Resolution No. 08151703 adopted on August 15, 2017, after notice and a public hearing in the manner required by law, the Town Council of the Town of Little Elm, Texas approved a resolution authorizing the creation of the Lakeside Estates Public Improvement District No. 2 (the "District") of the Town of Little Elm; and

WHEREAS, the Town Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 20,2017 and November 21, 2017 in The Denton Record-Chronicle, a newspaper of general circulation in the Town, a newspaper of general circulation in the extraterritorial jurisdiction of the Town, and in Denton County; and

WHEREAS, on December 5, 2017, after notice and a public hearing conducted in the manner required by law, the Town Council adopted Ordinance No. 1429 approving the Lakeside Estates Public Improvement District No. 2 Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conforms the original Assessment Roll to the principal and interest payment schedule required for the reimbursement agreements, and updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the Town Council now desires to proceed with the adoption of this Ordinance, which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the Town Council finds the passage of this Ordinance to be in the best interest for the citizens of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the **Annual Service Plan Update and updated Assessment Roll summary, attached hereto as Exhibit A**, are hereby accepted and approved.

SECTION 3: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 4: It is hereby declared to be the intention of the Town Council of the Town of Little Elm, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Little Elm without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 5: This Ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 6: PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 17TH DAY OF AUGUST 2021.

Approved by _____ **Date** _____
Mayor

Approved to form by _____ **Date** _____
Town Attorney

Certified by _____ **Date** _____
Town Secretary

Exhibit A

LAKESIDE ESTATES
PUBLIC IMPROVEMENT DISTRICT NO. 2

TOWN OF LITTLE ELM, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)

AS APPROVED BY TOWN COUNCIL ON:
AUGUST 17, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

LAKESIDE ESTATES
PUBLIC IMPROVEMENT DISTRICT NO.2

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 – 8/31/22)

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 2

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 2
B. FIVE YEAR SERVICE PLAN 3
C. STATUS OF DEVELOPMENT 3
D. ANNUAL BUDGET 4
E. ANNUAL INSTALLMENTS PER UNITS 6
F. BOND REFUNDING RELATED UPDATES 7

III. UPDATE OF THE ASSESSMENT PLAN 8

IV. UPDATE OF THE ASSESSMENT ROLL 9

A. PARCEL UPDATES 9
B. PREPAYMENT OF ASSESSMENTS 10

APPENDIX A - PID MAP

APPENDIX B - PREPAID PARCELS

APPENDIX C - ASSESSED VALUE OF THE PID

APPENDIX D - ASSESSMENT ROLL SUMMARY - 2021-22

I. INTRODUCTION

The Lakeside Estates Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the Town Council of Little Elm (the "Town Council") on August 15, 2017 to finance certain public improvement projects for the benefit of the property in the PID.

On December 5, 2017, the Town of Little Elm (the "Town") approved issuance of the Town of Little Elm, Texas Assessment Revenue Bonds, Series 2017 (Lakeside Estates Public Improvement District No. 2 Project) (the "Series 2017 Bonds") in the aggregate principal amount of $4,700,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the Town identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. This document is the annual update of the Service and Assessment Plan for 2021-22 (the "Annual Service Plan Update").

The Town also adopted an assessment roll (the "Assessment Roll") identifying the Assessments on each Parcel of Assessed Property within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for Annual Installments to be collected for 2021-22.

Capitalized terms shall have the meaning specified in the Service and Assessment Plan unless otherwise defined herein.

(the remainder of this page is intentionally left blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Authorized Improvements Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on December 5, 2017, the initial total estimated costs of the Authorized Improvements were equal to $5,338,706. As described in Developer's Quarterly Improvement Implementation Report dated as of March 31, 2021, the actual costs of the Authorized Improvements were equal to $5,597,308, representing an increase of $258,602 from the initial total estimated costs.

According to the Town, the Authorized Improvements were completed and accepted by the Town on May 1, 2018.

Table II-A below summarizes the updated sources and uses of funds required to (1) construct the Authorized Improvements, (2) establish the PID, and (3) issue the Series 2017 Bonds. The Actual Costs of the Authorized Improvements were provided by Lakeside Development, LP in the Developer's Quarterly Improvement Implementation Report dated March 31, 2021. For additional PID development-related information, refer to the link below:

https://emma.msrb.org/P11488542-P11153545-P11568042.pdf

Table II-A
Updated Sources and Uses – Authorized Improvements

Sources of Funds	Initial Estimated Budget	Actual Costs	Variance
Bond par amount	$4,700,000	$4,700,000	$0
Other funding sources	$638,706	$897,308	$258,602
Total Sources	**$5,338,706**	**$5,597,308**	**$258,602**
Uses of Funds			
Authorized Improvements			
Road improvements	$1,503,543	$1,714,820	$211,277
Water distribution system improvements	$702,450	$756,549	$54,099
Sanitary sewer improvements	$1,252,289	$1,272,299	$20,010
Storm drainage improvements	$905,868	$879,083	($26,785)
Subtotal	*$4,364,150*	*$4,622,751*	*$258,602*
Bond issuance costs	$974,556	$974,556	$0
Total Uses	**$5,338,706**	**$5,597,308**	**$258,602**

1 – According to report provided by Lakeside Development, LP dated March 5, 2020.

Authorized Improvement Area Cost Variances

As stated in Table II-A on the previous page there are significant variances to the Authorized Improvement aggregate budget. The net increase in actual costs were funded by the Developer.

B. Five Year Service Plan

For additional details regarding the PID Authorized Improvements, refer to the link provided in Section II.A. of this report.

According to the PID Act, a service plan must cover a period of five years.

All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the Annual Installments expected to be collected for these costs is shown by Table II-B below.

Table II-B
Projected Annual Installments (2020-2027)

Assessment Year ending 09/01	Projected Annual Installments
2019-2021	$2,996,169
2022	$371,238
2023	$371,143
2024	$372,166
2025	$372,954
2026	$368,508
2027	$369,078
Total	**$5,221,256**

1 – Assessment Years ending 2019-2021 represent actual Annual Installments billed. Assessment Year ending 2022 represents projected Annual Installments to be billed and includes projected available fund credits, if any. Assessment Years 2023-2027 represent projected future Annual Installments and do not include any available credits, if any.

C. Status of Development

According to the Denton Central Appraisal District online records as of June 11, 2021, there are 140 individual property owners out of the 214 Parcels within the PID.

See Appendix C for 2021 assessed values of all Parcels within the PID.

D. ANNUAL BUDGET

Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty-one Annual Installments of principal and interest beginning with the tax year following the issuance of the Series 2017 Bonds, of which twenty-six (26) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment on Assessed Property within the PID shall bear interest at the rate on the Series 2017 Bonds plus 0.5 percent as described below commencing with the issuance of the Series 2017 Bonds. The effective interest rate on the Series 2017 Bonds is 4.93 percent per annum for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5 percent) higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Series 2017 Bonds plus additional interest of one-half of one percent (5.43 percent) is used to calculate the interests on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel (the "Administrative Expenses"). Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount of the Assessments on a Parcel to the total amount of Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Indenture of Trust, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Series 2017 Bonds from the collection of the Annual Installments of the Assessments levied against the Assessed Property within the PID. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment Plan and applicable Indenture of Trust.

Annual Installments to be Collected for 2021-22

The budget for the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-C on the following page.

Table II-C
Budget for the Annual Installments
to be Collected for 2021-22

Description	Series 2017 Bonds
Interest payment on March 1, 2022	$109,863
Interest payment on September 1, 2022	$109,863
Principal payment on September 1, 2022	$90,000
Subtotal debt service on bonds	*$309,725*
Administrative Expenses	$42,000
Excess interest for prepayment and delinquency reserves	$22,275
Subtotal Expenses	$374,000
Available Reserve Fund Income	($2,762)
Available Capitalized Interest Funds	$0
Available Administrative Expense Funds	$0
Subtotal funds available	*($2,762)*
Annual Installments	**$371,238**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $109,863 and on September 1, 2022 in the amount of $109,863, which equal interest on the outstanding Assessments balance of $4,455,000 for six months each and an effective interest rate of 4.93 percent. Annual Installments to be collected include a principal amount of $90,000 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $309,725.

Administrative Expenses

Administrative Expenses include the Town, Trustee, Administrator, auditor, arbitrage, and contingency fees. As shown in Table II-D on the following page, the total administrative expenses to be collected for 2021-22 are estimated to be $42,000.

(the remainder of this page is intentionally left blank)

Table II-D
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$3,000
Administrator	$21,000
Trustee	$8,000
Auditor	$6,000
Contingency	$4,000
Total	**$42,000**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments to be collected for excess interest for prepayment and delinquency reserves in the amount of $22,275, which equals 0.5 percent interest on the outstanding Assessments balance of $4,455,000.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $314,662, which includes the Bond Reserve Requirement of $311,900 and $2,762 in interest income earned. Pursuant to Section 6.7(d) of the Trust Indenture, the excess balance of $2,762 should be transferred to the principal and interest account and used to pay interest on the Series 2017 Bonds on the next succeeding interest payment date.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $20,956. The remaining balance is anticipated to be used for current year expenses. As a result, there are no funds available in the Administrative Expense Fund to reduce the PID 2021-22 Annual Installment.

E. Annual Installments per Unit

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Series 2017 Bonds, to fund the prepayment reserve and delinquency reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of the PID.

According to the original Service and Assessment Plan, 214 residential units were estimated to be built within the PID. Accordingly, the net principal, interest, and prepayment and delinquency reserve portion of Annual Installment to be collected from each unit will be $1,538.50 (i.e. [$309,725 + $22,275 - $2,762 = $329,238] ÷ 214 = $1,538.50). The Administrative Expenses to be collected from each unit will be $196.26 (i.e. $42,000 ÷ 214 = $196.26). As a result, the total Annual Installment to be collected from each unit within the PID will be $1,734.76 (i.e. $1,538.50 + $196.26 = $1, 734.76).

The Annual Installment due to be collected from each Land Use Class in the PID for 2021-22 is shown in II-E below.

Table II-E
Annual Installment Per Unit

Land Use Class	Annual Installment Per Unit
60 Ft	$1,734.76

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding number of units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix D**.**

F. BOND REFUNDING RELATED UPDATES

The Series 2017 Bonds were issued in December 2017. Pursuant to Section 4.3 of the Indenture of Trust, the Town reserves the right and option to redeem the Series 2017 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2027**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Series 2017 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the Town accordingly.

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the Town Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed within the PID, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

(the remainder of this page is intentionally left blank)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in 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 VII.C of the Service and Assessment Plan.

The Assessment Roll summary is shown in Appendix D. Each Parcel in the PID is identified, along with the outstanding Assessment on each Parcel, and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the formula shown in the Service and Assessment Plan.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated number of units to be built on each newly subdivided Parcel

D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The final plat for the PID was recorded on March 2, 2018. The PID was completely subdivided in 2018 and the Assessments were allocated proportionally according to each Lot.

B. PREPAYMENT OF ASSESSMENTS

There have been no Assessment prepayments as of July 31, 2021.

The complete Assessment Roll is available for review at the Little Elm Town Hall, located at 100 W. Eldorado Parkway, Little Elm, Texas 75068.

(the remainder of this page is intentionally left blank)

APPENDIX A
PID MAP

Concept Plan

data summary		
Gross Site Area:		70.2
	Acres	Gross %
Residential Lots	50.2	72%
100-Year Floodplain	9.5	13%
HOA Open Space	10.5	15%
Residential Product Type:	Lots	Density
60'x 115' Lot	213	3.5:1

Notes:

1. The street pattern and open space area are for illustrative purposes and are subject to future alteration during the design process.

2. The floodplain limits are for illustrative purposes and based on the current FEMA Flood Insurance Rate Map; the limits of the floodplain will be defined with future engineering plans and/ or hydrologic and hydraulic studies.

UNITED STATES OF AMERICA
TRACT NO. K-922
VOL. 391, PG. 69 RPRDCT

NAVO JOINT VENTURE
VOL. 1380, PG. 42 RPRDCT

UNITED STATES OF AMERICA
TRACT NO. K-913
VOL. 427, PG. 404 RPRDCT

UNITED STATES OF AMERICA
VOL. 2450, PG. 250 RPRDCT

UNITED STATES OF AMERICA
TRACT NO. K-912
VOL. 389, PG. 308 RPRDCT

PALOMA CREEK SOUTH PHASE 2
CAB. Y, PG. 148-156 PRDCT

SOUTH PALOMA CREEK BLVD.

ROSSON ROAD

DEVELOPMENT DATA

MINIMUM LOT WIDTH	60'
MINIMUM LOT DEPTH	115'
MINIMUM LOT AREA	6,900 SF
MINIMUM FRONT BUILDING LINE	20'
MINIMUM REAR BUILDING LINE	15'
MINIMUM SIDE BUILDING LINE	5'
MINIMUM CORNER BUILDING LINE	10'

LAKE SIDE ESTATES AT PALOMA
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

N
SCALE: 1"=250'

PETITT BARRAZA LLC
ENGINEERING PLANNING SURVEYING

DATE: SEPTEMBER 2016

F:\2016\1600700\EXHIBIT\1600700 Concept Plan 05 Sept 29 2016.dwg Sep 29,2016 - 3:01 pm chancock

APPENDIX B
PREPAID PARCELS

APPENDIX B

As of July 31, 2021, there have been no prepayment of Assessments for any Parcel within the PID.

APPENDIX C
ASSESSED VALUE OF THE PID

Appendix C
Lakeside Estates Public Improvement District No. 2
Assessed Value of the PID

Phase	Parcels	2021 Assessed Value[2,3]
Phase #1[1]	219	$50,765,100
Total	**219**	**$50,765,100**

1 - Parcels include two hundred and fourteen residential lots and five open space lots.

2 - Parcel assessed values are in accordance with Denton Central Appraisal District online records as of 8/6/21.

3 - Values shown reflect the 2021 assessed values.

APPENDIX D
ASSESSMENT ROLL SUMMARY – 2021-22

Appendix D
Assessment Roll Summary - 2021-22

Parcel	Estimated Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Total Annual Installments
729627	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729628	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729629	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729630	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729631	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729632	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729633	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729634	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729635	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729636	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729637	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729638	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729639	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729640	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729641	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729642	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729643	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729644	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729645	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729646	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729647	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729648	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729649	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729650	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729651	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729652	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729653	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729654	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729655	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729656	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729657	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729658	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729659	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
729661	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729662	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729663	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729664	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729665	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729666	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729667	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729668	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729669	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729670	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729671	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729672	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729673	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729674	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729675	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729676	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729677	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729678	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729679	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
729681	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729682	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729683	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729684	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76

Appendix D
Assessment Roll Summary - 2021-22

Parcel	Estimated Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Total Annual Installments
729685	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729686	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729687	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729688	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729689	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729690	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
729691	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729692	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729693	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729694	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729695	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729696	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729697	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729698	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729699	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729700	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729701	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
729703	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729704	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729705	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729706	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729707	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729708	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729709	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729710	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729711	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729712	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729713	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729714	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729715	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729716	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729717	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729718	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729719	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729720	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729721	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729722	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729723	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729724	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729725	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729726	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729727	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729728	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729729	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729730	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729731	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729732	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729733	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729734	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729735	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729736	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729737	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729738	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729739	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729740	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729741	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76

Appendix D
Assessment Roll Summary - 2021-22

Parcel	Estimated Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Total Annual Installments
729742	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729743	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729744	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729745	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729746	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729747	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729748	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729749	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729750	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729751	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729752	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729753	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729754	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729755	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729756	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729757	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729758	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
729760	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729761	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729762	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729763	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729764	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729765	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729766	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729767	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729768	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729769	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729770	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729771	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729772	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729773	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729774	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729775	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729776	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729777	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729778	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729779	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729780	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729781	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729782	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729783	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729784	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729785	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729786	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729787	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729788	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729789	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729790	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729791	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729792	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729793	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729794	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729795	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729796	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729797	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729798	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76

Appendix D
Assessment Roll Summary - 2021-22

Parcel	Estimated Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Total Annual Installments
729799	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729800	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729801	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729802	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729803	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729804	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729805	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729806	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729807	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729808	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729809	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729810	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729811	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729812	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729813	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729815	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729816	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729817	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729818	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729819	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729820	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729821	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729822	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729823	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729824	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729825	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729826	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729827	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729828	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729829	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729830	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729831	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729832	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729833	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729834	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729835	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729836	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729837	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729838	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729839	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729840	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729841	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729842	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729843	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729844	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729846	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729847	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729848	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729849	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729850	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
729851	1	$20,817.76	$420.56	$1,013.85	$104.09	$196.26	$1,734.76
Total	**214**	**$4,455,000.00**	**$90,000.00**	**$216,963.37**	**$22,275.00**	**$42,000.00**	**$371,238.37**

Date:	08/17/2021
Agenda Item #:	6. E.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1624 Approving the 2021-2022 Annual Service Plan Update for the Hillstone Pointe Public Improvement District No. Two.**

DESCRIPTION:

The Hillstone Pointe Public Improvement District Number Two was created pursuant to the Public Improvement District (PID) Act and a resolution of the Town Council on April 4, 2017. The Town of Little Elm has contracted with Municap, Inc. to provide administrative and management support services associated with the Hillstone Pointe Public Improvement District Number Two.

Municap, Inc.'s scope of services includes the annual determination of the special assessments to be collected from the property within the PID boundaries as well as updating the service and assessment plan and special assessment roll. In compliance with Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually.

This document is the annual update of the Service and Assessment Plan for 2021-2022. This Annual Service Plan update is related to the annual budget for the payment of PID obligations.

BUDGET IMPACT:

Hillstone Pointe Annual PID Assessment for 2021-2022. Submittal to Denton County Tax office prior to October 1.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Report Hillstone Pointe PID Number Two

Ordinance No. 1624

Exhibit A Hillstone Pointe 2021-2022 SAP

Finance Department
Kelly Wilson, Chief Financial Officer
Phone: 214-975-0415
kwilson@littleelm.org

TOWN COUNCIL
CONSENT AGENDA
Date: August 17, 2021

PROJECT
Consider and Action to adopt **Ordinance No. 1624** an Ordinance of the Town of Little Elm, Texas approving the 2021-2022 Annual Service Plan Update for the **Hillstone Pointe Public Improvement District No. Two**.

BACKGROUND – Annual Service Plan Summary

Assessed Value Changes of the PID

Year	Assessed Value
2017 Base Year	$2,896,700
2021 Certified TAV	$121,478,692

Infrastructure Improvements

Infrastructure*	Total Investment
Road improvements	$6,293,238
Water distribution system improvements	$1,580,425
Sanitary sewer improvements	$1,732,158
Storm drainage improvements	$2,403,262
Screening and landscape improvements	$1,068,700
Other soft and miscellaneous costs	$2,676,906
Total Improvement Cost	**$15,754,690**

*Includes improvement in two phases

Completed Homes as of June 30, 2021

Phase	Total Lots	Completed Homes	Percent Complete
Phase 1 & 1A	337	248	74%
Phase 2 & 3	271	72	27%
Total	**608**	**320**	**53%**

Outstanding PID Assessment

Phases	Outstanding Debt Obligation	Years Remaining for PID
Phase 1 & 1A	$5,905,000	26 Years
Phase 2 & 3	$4,613,000	26 Years

RECOMMENDED ACTION
Staff recommends Council adopt Ordinance 1624

ATTACHMENTS
Ordinance No. 1624
Exhibit A – Hillstone Pointe Public Improvement District Annual Service Plan (Assessment Year 9/1/2021-8/31/2022)

TOWN OF LITTLE ELM

ORDINANCE NO. 1624

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM UPDATING THE HILLSTONE POINTE PUBLIC IMPROVEMENT DISRICT NO. 2 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL

WHEREAS, by Resolution No. 04041709 adopted on APRIL 4, 2017, after notice and a public hearing in the manner required by law, the Town Council of the Town of Little Elm, Texas approved a resolution authorizing the creation of the Hillstone Pointe Public Improvement District No. 2 (the "District") of the Town of Little Elm; and

WHEREAS, the Town Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 17, 2017 and November 21, 2017 in The Denton Record-Chronicle, a newspaper of general circulation in the Town, a newspaper of general circulation in the extraterritorial jurisdiction of the Town, and in Denton County; and

WHEREAS, on October 17, 2017, after notice and a public hearing conducted in the manner required by law, the Town Council adopted Ordinance No. 1421 approving the Hillstone Pointe Public Improvement District No. 2 Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conforms the original Assessment Roll to the principal and interest payment schedule required for the reimbursement agreements, and updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the Town Council now desires to proceed with the adoption of this Ordinance, which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the Town Council finds the passage of this Ordinance to be in the best interest for the citizens of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the **Annual Service Plan Update and updated Assessment Roll summary, attached hereto as Exhibit A**, are hereby accepted and approved.

SECTION 3: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 4: It is hereby declared to be the intention of the Town Council of the Town of Little Elm, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Little Elm without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 5: This Ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 6: PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 17TH DAY OF AUGUST 2021.

Approved by _____ **Date** _____
Mayor

Approved to form by _____ **Date** _____
Town Attorney

Certified by _____ **Date** _____
Town Secretary

HILLSTONE POINTE
PUBLIC IMPROVEMENT DISTRICT NO. 2

TOWN OF LITTLE ELM, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)

AS APPROVED BY TOWN COUNCIL ON:
AUGUST 17, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

HILLSTONE POINTE
PUBLIC IMPROVEMENT DISTRICT NO. 2

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 – 8/31/22)

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 2

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 2
B. FIVE YEAR SERVICE PLAN 4
C. STATUS OF DEVELOPMENT 5
D. ANNUAL BUDGET – PHASES #1-1A 6
E. ANNUAL INSTALLMENTS PER UNIT - PHASES #1-1A 9
F. ANNUAL BUDGET – PHASES #2-3 10
G. ANNUAL INSTALLMENTS PER UNIT - PHASES #2-3 12
H. BOND REFUNDING RELATED UPDATES 13

III. UPDATE OF THE ASSESSMENT PLAN 15

IV. UPDATE OF THE ASSESSMENT ROLL 16

A. PARCEL UPDATES 16
B. PREPAYMENT OF ASSESSMENTS 17

APPENDIX A – PID MAP

APPENDIX B – PREPAID PARCELS

APPENDIX C – ASSESSED VALUE BY PHASE

APPENDIX D – PHASES #1-1A ASSESSMENT ROLL – 2021-22

APPENDIX E – PHASES #2-3 ASSESSMENT ROLL – 2021-22

I. INTRODUCTION

The Hillstone Pointe Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the Town Council of Little Elm (the "Town Council") on April 4, 2017 to finance certain public improvement projects for the benefit of the property in the PID.

On October 17, 2017, the Town of Little Elm, Texas (the "Town") Special Assessment Revenue Bonds, Series 2017 (Hillstone Pointe Public Improvement District No. 2 Phases #1-1A Project) (the "Phases #1-1A Bonds") in the aggregate principal amount of $6,000,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property within Phases #1-1A of the PID.

On November 6, 2018, the Town issued Special Assessment Revenue Bonds, Series 2018 (Hillstone Pointe Public Improvement District No. 2 Phases #2-3 Project) (the "Phases #2-3 Bonds") in the aggregate principal amount of $4,688,000 were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property within Phases #2-3 of the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the Town identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Updated Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Updated Service and Assessment Plan for 2021-22 (the "Annual Service Plan Update").

The Town also adopted Assessment Rolls for Phases #1-1A of the PID (the "Phases #1-1A Assessment Roll") and Phases #2-3 of the PID (the "Phases #2-3 Assessment Roll") attached as Appendix D and E, respectively, to the Service and Assessment Plan, identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Rolls for 2021-22.

Capitalized terms not otherwise defined shall have the meaning assigned to them in the Service and Assessment Plan.

(remainder of this page left intentionally blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Phases #1-1A Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on October 17, 2017, the initial total estimated costs of the Phases #1-1A Improvements were equal to $9,499,680. As described in the Developer's Quarterly Improvement Implementation Report dated as of March 31, 2021, the current estimated costs of the Phase #1 Improvements were equal to $9,458,327 (including bond issuance costs) representing a decrease of $41,352 from the initial budget.

Table II-A on the following page summarizes the updated sources and uses of funds required to (1) construct the Phases #1-1A Improvements, (2) establish the PID, and (3) issue the Phase #1-1A Bonds. The actual costs spent to date of the Phase #1 Improvements were provided by Lennar Homes dated March 31, 2021 and DR Horton dated June 30, 2020. For additional Phase #1 development-related information, refer to the links below:

Lennar Homes: https://emma.msrb.org/P31420861-P31104808-P31515125.pdf

DR Horton: https://emma.msrb.org/RE1365632-RE1061201-RE1470813.pdf

(The remainder of this page is intentionally left blank)

Table II-A
Updated Sources and Uses – Phases #1-1A

Sources of Funds	Phase #1 Initial Estimated Budget	Phase #1A Initial Estimated Budget	Total Phases #1-1A Initial Estimated Budget	Actual Amount[1]	Variance
Bond par amount	$2,434,492	$3,565,508	$6,000,000	$6,000,000	$0
Other funding sources	$3,105,658	$394,021	$3,499,680	$3,458,327	($41,352)
Total Sources	**$5,540,150**	**$3,959,529**	**$9,499,680**	**$9,458,327**	**($41,352)**
Uses of Funds					
Authorized Improvements					
Road improvements	$1,585,415	$1,596,551	$3,181,966	$3,181,966	$0
Water distribution system improvements	$629,582	$389,845	$1,019,427	$1,034,858	$15,431
Sanitary sewer improvements	$246,320	$345,985	$592,305	$635,252	$42,947
Storm drainage improvements	$619,203	$485,000	$1,104,203	$1,139,762	$35,559
Screening and landscape improvements	$533,500	$0	$533,500	$533,500	$0
Other soft and miscellaneous costs	$1,331,947	$271,919	$1,603,866	$1,468,576	($135,290)
Subtotal	*$4,945,967*	*$3,089,300*	*$8,035,267*	*$7,993,915*	*($41,352)*
Bond Issuance Costs	$594,183	$870,229	$1,464,413	$1,464,413	$0
Total Uses	**$5,540,150**	**$3,959,529**	**$9,499,680**	**$9,458,327**	**($41,352)**

1 – According to the Developer's Quarterly Improvement Implementation Reports by DR Horton and Lennar Homes dated as of June 30, 2020 and March 31, 2021, respectively .

Phases #1-1A Cost Variances

As stated in Table II-A above there are no significant net variances to the Phases #1-1A Improvement aggregate budget.

Phases #2-3 Sources and Uses

Pursuant to the Service and Assessment Plan adopted on March 13, 2018, the initial total estimated costs of the Phases #2-3 Improvements were equal to $9,015,660. As described in the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021, the current Actual Costs of the Phases #2-3 Improvements were equal to $9,015,660 (including bond issuance costs) representing no change to the initial budget.

Table II-B on the following page summarizes the updated sources and uses of funds required to (1) construct the Phases #2-3 Improvements, (2) establish the PID, and (3) Phases #2-3 Bonds. The actual costs spent to date of the Phase #2-3 Improvements were provided by Lennar Homes and DR Horton dated June 30, 2021. For additional Phase #2-3 development-related information, refer to the links below:

Lennar Homes: https://emma.msrb.org/P11510288-P11169164-P11584788.pdf

DR Horton: https://emma.msrb.org/P11511981-P11170276-P11585972.pdf

Table II-B
Updated Sources and Uses – Phases #2-3

Sources of Funds	Phase #2 Initial Estimated Budget	Phase #3 Initial Estimated Budget	Total Phases #2-3 Initial Estimated Budget	Actual Amount[1]	Variance
Bond par amount	$1,993,102	$2,694,898	$4,688,000	$4,688,000	$0
Other funding sources	$1,965,110	$2,362,550	$4,327,660	$4,327,660	$0
Total Sources	**$3,958,212**	**$5,057,448**	**$9,015,660**	**$9,015,660**	**$0**
Uses of Funds					
Authorized Improvements					
Road improvements	$1,422,635	$1,688,637	$3,111,272	$3,111,272	$0
Water distribution system improvements	$274,426	$271,141	$545,567	$545,567	$0
Sanitary sewer improvements	$345,761	$751,145	$1,096,906	$1,096,906	$0
Storm drainage improvements	$603,500	$660,000	$1,263,500	$1,263,500	$0
Screening and landscape improvements	$264,000	$271,200	$535,200	$535,200	$0
Other soft and miscellaneous costs	$514,376	$693,954	$1,208,330	$1,208,330	$0
Subtotal	*$3,424,698*	*$4,336,077*	*$7,760,775*	*$7,760,775*	*$0*
Bond issuance costs	$533,514	$721,371	$1,254,885	$1,254,885	$0
Total Uses	**$3,958,212**	**$5,057,448**	**$9,015,660**	**$9,015,660**	**$0**

1 – According to the Developer's Quarterly Improvement Implementation Reports dated as of June 30, 2021.

Phases #2-3 Cost Variances

As stated in Table II-B above there are no significant variances to the Phases #2-3 Improvement aggregate budget.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years. Phases #1A, #2, and #3 Improvements were completed and accepted by the Town on July 18, 2019.

For additional Phases #1-1A and Phase #2-3 development and improvement related information, refer to the links provided in Section II.A. of this report.

All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the Annual Installments expected to be collected for these costs is shown by Table II-C on the following page.

(remainder of this page left intentionally blank)

Table II-C
Projected Annual Installments (2020-2027)

Assessment Year ending 09/01[1]	Phase #1-1A Projected Annual Installments	Phases #2-3 Projected Annual Installments
2018-21	$1,254,840	$708,920
2022	$466,337	$369,941
2023	$486,013	$373,721
2024	$493,159	$381,839
2025	$494,747	$384,147
2026	$501,066	$386,182
2027	$506,829	$392,945
Total	**$4,202,991**	**$2,997,695**

1 – Assessment Years ending 2018-2021 represent actual Annual Installments billed. Assessment Year ending 2022 represents projected Annual Installments to be billed and includes projected available fund credits, if any. Assessment Years 2023-2027 represent projected future Annual Installments and do not include any available credits, if any.

C. STATUS OF DEVELOPMENT

Phases #1-1A Status of Development

According to the Town, three hundred and thirty-five (335) building permits have been issued for Phases #1-1A of the PID as of June 30, 2021.

According to the Town, two hundred and forty-eight (248) certificates of occupancy have been issued for Phases #1-1A of the PID as of June 30, 2021.

See Table II-D below for the status of completed homes within Phases #1-1A as of June 30, 2021.

Table II-D
Completed Homes

Status	As of September 30, 2019[1]	As of September 30, 2020[2]	Cumulative as of June 30, 2021[3]
Completed Homes	112	223	248

1 – According to cumulative totals of the D.R. Horton and Lennar Homes Developer's Phases #1-1A Quarterly Improvement Implementation Report dated as of June 30, 2020.
2 – According to report provided by the Town as of September 30, 2020.
3 – According to report provided by the Town as of June 30, 2021.

Phases #2-3 Status of Development

According to the Town, two hundred and fifty-seven (257) building permits have been issued for Phases #2-3 of the PID as of June 30, 2021.

According to the Town, seventy-two (72) certificates of occupancy have been issued for Phases #2-3 of the PID as of June 30, 2021.

See Table II-E below for the status of completed homes within Phases #2-3 as of June 30, 2021.

Table II-E
Completed Homes[1]

Status	As of September 30, 2019[1]	As of September 30, 2020[2]	Cumulative as of June 30, 2021[3]
Completed Homes	1	64	72

1 – According to cumulative totals of the D.R. Horton and Lennar Homes Developer's Phases #1-1A Quarterly Improvement Implementation Report dated as of June 30, 2020.
2 – According to report provided by the Town as of September 30, 2020.
3 – According to report provided by the Town as of June 30, 2021.

D. ANNUAL BUDGET – PHASES #1-1A

Phases #1-1A - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Phases #1-1A Bonds, of which twenty-six (26) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment securing the Phases #1-1A Bonds shall bear interest at the rate on the Phases #1-1A Bonds plus 0.5 percent as described below commencing with the issuance of the Phases #1-1A Bonds. The effective interest rate on the Phases #1-1A Bonds is 5.94 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phases #1-1A Bonds plus additional interest of one-half of one equal 6.44 percent and is used to calculate the interest on the Assessments securing the Phases #1-1A Bonds. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the administrative expenses to be collected from each Parcel. Administrative expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable

documents including the Service and Assessment Plan and Trust Indenture, capitalized interest and interest earnings on any account balances, and by any other funds available to Phases #1-1A of the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phases #1-1A Bonds from the collection of the Annual Installments of the Assessments on the Phases #1-1A Assessed Property. In addition, administrative expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment Plan and applicable Trust Indenture.

Phases #1-1A Annual Installments to be Collected for 2021-22

The budget for Phases #1-1A of the PID will be paid from the collection of Annual Installments of the Assessments on the Phases #1-1A Assessed Property collected for 2021-22 as shown by Table II-F below.

Table II-F
Budget for the Phases #1-1A Annual Installments to be Collected for 2021-22

Description	Phase #1-1A Bonds
Interest payment on March 1, 2022	$175,388
Interest payment on September 1, 2022	$175,388
Principal payment on September 1, 2022	$60,000
Subtotal debt service on bonds	*$410,775*
Excess Interest for Prepayment and Delinquency Reserve	$29,525
Administrative Expenses	$38,000
Subtotal Expenses	*$478,300*
Available Reserve Fund income	($1,963)
Available Capitalized Interest funds	$0
Available Administrative Expense funds	($10,000)
Subtotal funds available	*($11,963)*
Annual Installments	**$466,337**

Debt Service Payments

Annual installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $175,388 and September 1, 2022 in the amount of $175,388, which equal interest on the outstanding Assessments balance of $5,905,000 for six months each and an effective interest rate of 5.94 percent. Annual Installments to be collected include a principal amount of $60,000

due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $410,775.

Administrative Expenses

Administrative Expenses include the Town, Bank of New York Mellon Trust Company, N.A. (the "Trustee"), MuniCap, Inc. (the "Administrator" and the "Dissemination Agent"), auditor, and contingency fees. As shown in Table II-G below, the total administrative expenses to be collected for 2021-22 are estimated to be $38,000.

Table II-G
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$4,000
PID Administrator	$16,000
Trustee	$8,000
Auditor	$7,000
Dissemination Agent	$0
Contingency	$3,000
Total	**$38,000**

Excess Interest for Prepayment and Delinquency Reserve

Annual Installments to be collected for excess interest for prepayment and delinquency reserves in the amount of $29,525, which equals 0.5 percent interest on the outstanding Phase #1-1A Bonds balance of $5,905,000.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $547,863, which includes the Bond Reserve Requirement of $545,900 and investment income of $1,963. Pursuant to Section 6.7 (d) of the Trust Indenture, the excess balance of $1,963 should be transferred to the Principal and Interest Account and used to pay interest on the Phases #1-1A Bonds on the next interest payment date.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $44,010. The current balance is anticipated to be used for the payment of current year administrative expenses and contingency through January 31, 2021. As a result, there are approximately $10,000 in funds anticipated to be available in the Administrative Expense Fund to reduce the Annual Installment.

E. ANNUAL INSTALLMENTS PER UNIT - PHASES #1-1A

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phases #1-1A, to fund the prepayment and delinquency reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of Phases #1-1A.

According to the Service and Assessment Plan, 337 units representing 299.40 total Equivalent Units are built within Phases #1-1A of the PID. Accordingly, the net principal, interest, and prepayment and delinquency reserve portion of Annual Installment to be collected from each Equivalent Unit will be $1,464.05 (i.e. [$410,775 + $29,525 - $1,963 = $438,337] ÷ 299.40 = $1,464.05). The net administrative expenses to be collected from each Equivalent Unit will be $93.52 (i.e. [$38,000 - $10,000 = $28,000] ÷ 299.40 = $93.52). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phases #1-1A will be $1,557.57 (i.e. $1,464.05 + $93.52 = $1,557.57). The Annual Installment to be collected from each Parcel within Phases #1-1A is calculated by multiplying the Annual Installment for each Equivalent Unit of $1,557.57 by the total estimated Equivalent Units for each Parcel in Phases #1-1A.

The Annual Installment due to be collected from each Land Use Class in Phases #1-1A for 2021-22 is shown in Table II-H below.

Table II-H
Annual Installment Per Unit – Phases #1-1A

Land Use Class	Annual Installment	Equivalent Unit Factor	Annual Installment Per Unit
50 Ft	$1,557.57	1.00	$1,557.57
40 Ft	$1,557.57	0.80	$1,246.06

The list of Parcels within Phases #1-1A of the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix D.

F. ANNUAL BUDGET – PHASES #2-3

Phases #2-3 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in twenty-nine annual installments of principal and interest beginning with the tax year following the issuance of the Phases #2-3 Bonds, of which twenty-six (26) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment securing the Phases #2-3 Bonds shall bear interest at the rate on the Phases #2-3 Bonds plus 0.5 percent as described below commencing with the issuance of the Phases #2-3 Bonds. The effective interest rate on the Phases #2-3 Bonds is 5.76 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phases #2-3 Bonds plus additional interest of one-half of one equal 6.26 percent and is used to calculate the interest on the Assessments securing the Phases #2-3 Bonds. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the administrative expenses to be collected from each Parcel. Administrative expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, capitalized interest and interest earnings on any account balances and by any other funds available to Phases #2-3 of the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phases #2-3 Bonds from the collection of the Annual Installments of the Assessments on the Phases #2-3 Assessed Property. In addition, administrative expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment Plan and applicable Trust Indenture.

Phases #2-3 Annual Installments to be Collected for 2021-22

The budget for Phases #2-3 of the PID will be paid from the collection of Annual Installments of the Assessments on the Phases #2-3 Assessed Property collected for 2021-22 as shown by Table II-I on the following page.

Table II-I
Budget for the Phases #2-3 Annual Installments
to be Collected for 2021-22

Description	Phases #2-3 Bonds
Interest payment on March 1, 2022	$132,938
Interest payment on September 1, 2022	$132,938
Principal payment on September 1, 2022	$45,000
Subtotal debt service on bonds	*$310,876*
Excess prepayment and delinquency reserve	$23,065
Administrative Expenses	$36,000
Subtotal Expenses	*$59,065*
Available Reserve Fund income	$0
Available Capitalized Interest funds	$0
Available Administrative Expense funds	$0
Subtotal funds available	*$0*
Annual Installments	**$369,941**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $132,938 and September 1, 2022 in the amount of $132,938, which equal interest on the outstanding Assessments balance of $4,613,000 for six months each and an effective interest rate of 5.76 percent. Annual Installments to be collected include a principal amount of $45,000 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $310,876.

Administrative Expenses

Administrative expenses include the Town, Trustee, Administrator, Dissemination Agent, and contingency. Table II-J on the following page, the total Phases #2-3 Improvement administrative expenses to be collected for 2021-22 are estimated to be $36,000.

(remainder of this page left intentionally blank)

Table II-J
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$3,200
PID Administrator	$17,700
Trustee	$7,800
Auditor	$5,300
Dissemination Agent	$0
Contingency	$2,000
Total	**$36,000**

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $421,383, which includes the Bond Reserve Requirement of $421,383. As a result, there is no excess balance available to pay the PID debt service.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the available balance in the Administrative Expense Fund was $9,058. The current balance is anticipated to be used for the payment of current year administrative expenses and contingency through January 31, 2021. As a result, there are no funds anticipated to be available in the Administrative Expense Fund to reduce the Annual Installment.

G. ANNUAL INSTALLMENTS PER UNIT - PHASES #2-3

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phases #2-3, to fund the prepayment and delinquency reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of Phases #2-3.

According to the Service and Assessment Plan, 271 units representing 233.60 total Equivalent Units are built within Phases #2-3 of the PID. Accordingly, the net principal, interest, and prepayment and delinquency reserve portion of Annual Installment to be collected from each Equivalent Unit will be $1,429.54 (i.e. [$310,876 + $23,065 = $333,941] ÷ 233.60 = $1,429.54). The Administrative Expenses to be collected from each Equivalent Unit will be $154.11 (i.e. $36,000 ÷ 233.60 = $154.11). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phases #2-3 will be $1,583.65 (i.e. $1,429.54 + $154.11 = $1,583.65). The

Annual Installment to be collected from each Parcel within Phases #2-3 is calculated by multiplying the Annual Installment for each Equivalent Unit of $1,583.65 by the total estimated Equivalent Units for each Parcel in Phases #2-3.

The Annual Installment due to be collected from each Land Use Class in Phases #2-3 for 2021-22 is shown in Table II-K below.

Table II-K
Annual Installment Per Unit – Phases #2-3

Land Use Class	Annual Installment	Equivalent Unit Factor	Annual Installment Per Unit
50 Ft	$1,583.65	1.00	$1,583.65
40 Ft	$1,583.65	0.80	$1,266.92

The list of Parcels within Phases #2-3 of the PID, the outstanding Assessments on each Parcel, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix E.

H. Bond Refunding Related Updates

Phases #1-1A Bonds

The Phases #1-1A Bonds were issued in October 2017. Pursuant to Section 4.3 of the Trust Indenture, the Town reserves the right and option to redeem the Phases #1-1A Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2027**, such redemption date or dates to be fixed by the District, at the redemption prices and dates shown in the Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent special assessment revenue bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Phases #1-1A Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable special assessment revenue bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the Town accordingly.

Phases #2-3 Bonds

The Phases #2-3 Bonds were issued in November 2018. Pursuant to Section 4.3 of the Trust Indenture, the Town reserves the right and option to redeem the Phases #2-3 Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2028**, such redemption date or dates to be fixed by the District, at the redemption prices and dates shown in the Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent special assessment revenue bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Phases #2-3 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable special assessment revenue bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the Town accordingly.

(remainder of this page left intentionally blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the Town Council describes that the Authorized Improvement Costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan. See Section D for allocation of Annual Installments for 2021-22.

(remainder of this page left intentionally blank)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in 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.F of the Service and Assessment Plan.

The 2021-22 Phases #1-1A Assessment Roll Summary and the 2021-22 Phases #2-3 Assessment Roll summary are shown in Appendix D and Appendix E, respectively. Each Parcel of Phases #1-1A Assessed Property and each Parcel of Phases #2-3 Assessed Property is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Developer and Denton Central Appraisal District ("DCAD") online records, a final plat for 474 residential units within Phase #1A, #2, and #3 was recorded on July 19, 2019.

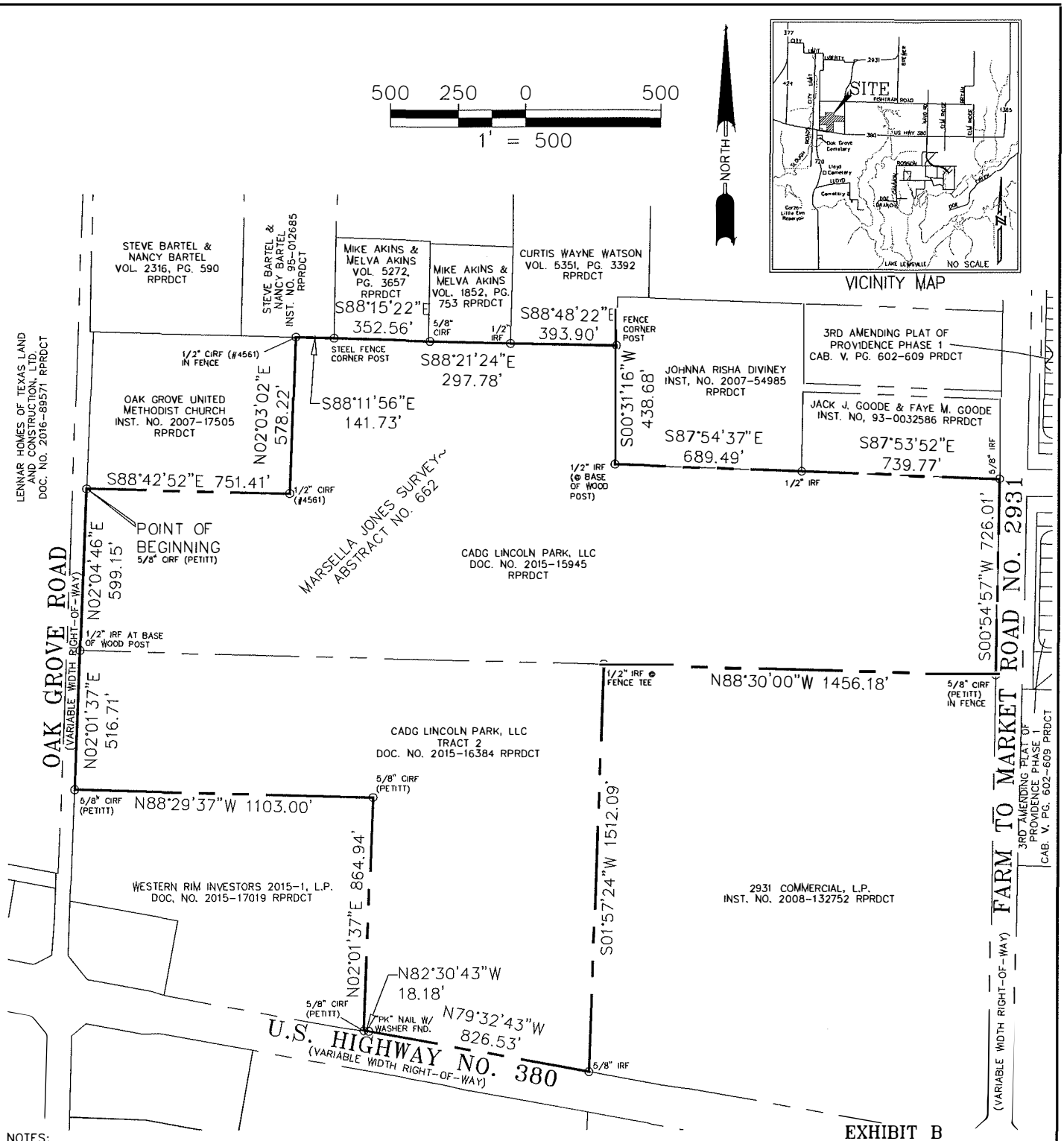
According to DCAD online records, Phases #1A, #2, and #3 were subdivided in 2020 and the Assessments allocated proportionally according to Lot Type.

B. Prepayment of Assessments

As of July 15, 2021, there have been no prepayment of Assessments for any Parcel within the PID.

The complete Assessment Roll is available for review at the Little Elm Town Hall, located at 100 W. Eldorado Parkway, Little Elm, Texas 75068.

APPENDIX A
PID MAP



NOTES:
1. NO IMPROVEMENTS OR EASEMENTS ARE SHOWN.
2. THE BEARINGS SHOWN AND RECITED HEREON ARE NAD83 (CORS 96, EPOCH 2002) REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202) USING VRS, ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677
3. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21. 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.

LEGEND:
IRF – IRON ROD FOUND
CIRF – CAPPED IRON ROD FOUND
DOC. NO. – DOCUMENT NUMBER
PRDCT – PLAT RECORDS OF DENTON COUNTY, TEXAS
RPRDCT – REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS

PETITT BARRAZA LLC
ENGINEERING PLANNING SURVEYING
TBPE FIRM REGISTRATION NO. 1488
TBPLS FIRM REGISTRATION NO. 101068
1651 Glenville Drive, Suite 212 Richardson, Texas 75081
Tel. No. (214) 221-9955 Fax No. (214) 340-3550

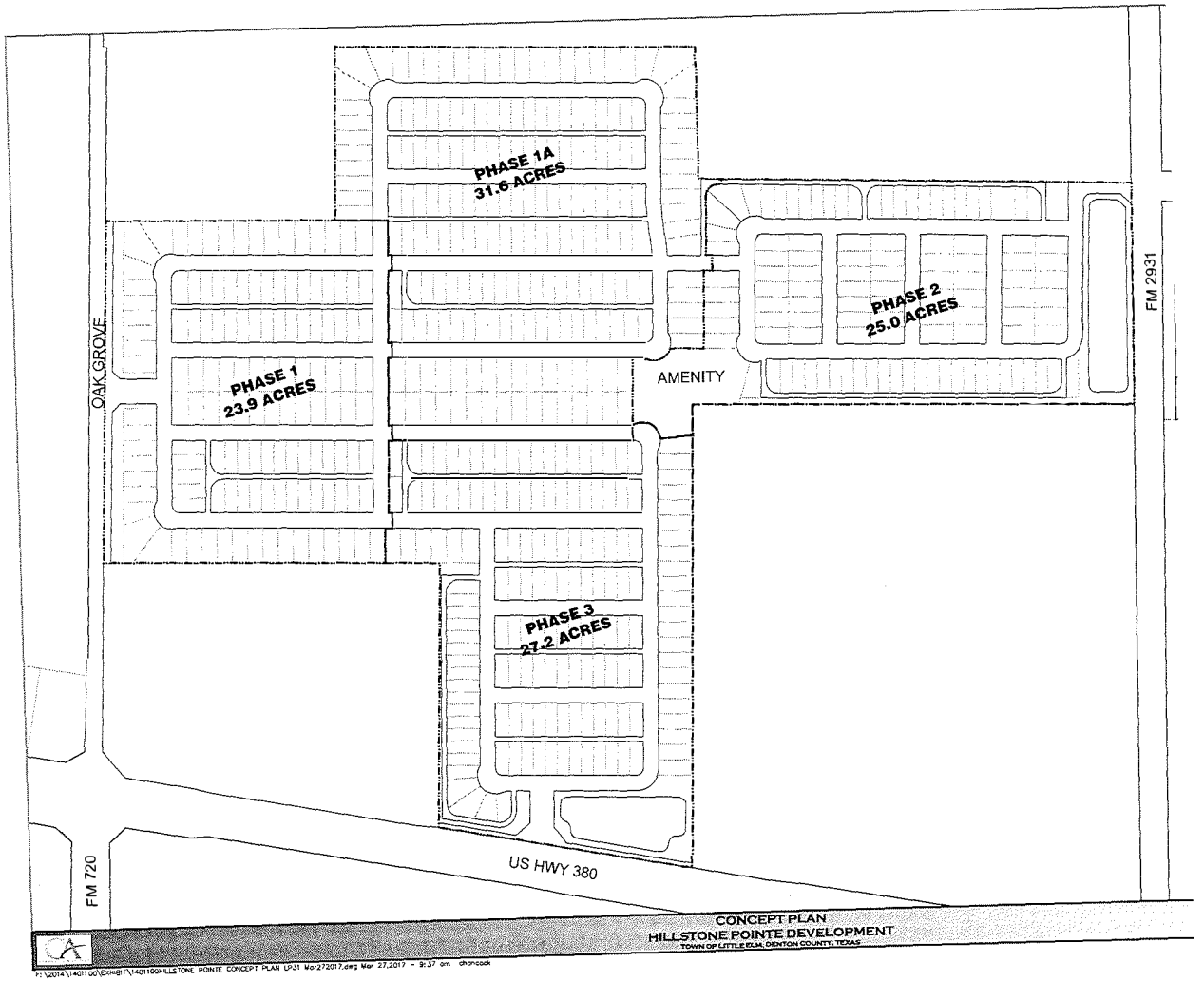
EXHIBIT B

HILLSTONE POINTE PUBLIC IMPROVEMENT DISTRICT NO. 2

107.692 ACRES
SITUATED IN THE
MARSELLA JONES SURVEY
~ ABSTRACT NO. 662
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

DATE: FEBRUARY 2017 SCALE: 1"=500'
JOB NO. 14011B-00

F:\2014\140110O\EXHIBIT\PID●LD\14011-00 PID OVERALL 2017 EXHIBIT.dwg, 2/22/2017 6:56:41 PM, PDF Complete
F:\2014\140110O\EXHIBIT\PID\OLD\14011-00 PID OVERALL 2017 EXHIBIT.dwg


PHASE 1A
31.6 ACRES
PHASE 2
25.0 ACRES
PHASE 1
23.9 ACRES
AMENITY
PHASE 3
27.2 ACRES
OAK GROVE
FM 2931
FM 720
US HWY 380
CONCEPT PLAN
HILLSTONE POINTE DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
P:\2014\140100\EXHIBIT\140110HILLSTONE POINTE CONCEPT PLAN LP.ai Mar272017.dwg Mar 27,2017 - 9:37 am chan.cook

APPENDIX B
PREPAID PARCELS

APPENDIX B

As of July 15, 2021, there have been no prepayment of Assessments for any Parcel within the PID.

APPENDIX C
ASSESSED VALUE BY PHASE

Appendix C
Hillstone Pointe Public Improvement District
Assessed Value Per Phase

Phase	Parcels	2021 Assessed Value[3,4]
Phase #1	339	$76,499,301
Phase #2-3	273	$44,275,845
Total	**612**	**$120,775,146**

1 - Parcels include three hundred and thirty seven residential lots and three open space lots.

2 - Parcels include two hundred and seventy one residential lots and five open space lots.

3 - Parcel assessed values are in accordance with Denton Central Appraisal District online records as of 8/6/21.

4 - Values shown reflect the 2021 assessed values.

APPENDIX D
PHASES #1-1A ASSESSMENT ROLL SUMMARY – 2021-22

Appendix D
Phases #1-1A Assessment Roll Summary - 2021-22

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
717443	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717444	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717445	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717446	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717447	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717448	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717449	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717450	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717451	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717452	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717453	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717454	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717455	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717456	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717457	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717458	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717459	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717460	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717461	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717462	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717463	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717464	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717465	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717466	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717467	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717468	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717469	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717470	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717471	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717472	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717473	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717474	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717475	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717476	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717477	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717478	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717479	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717480	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717481	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717482	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717483	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717484	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717485	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717486	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717487	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717488	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717489	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717490	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717491	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717492	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717493	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717494	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717495	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717496	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717497	0	Common Area	0.00	$0	$0.00	$0.00	$0.00	$0.00
717498	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717499	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717500	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717501	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717502	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717503	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717504	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717505	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717506	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717507	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717508	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717509	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57

Appendix D
Phases #1-1A Assessment Roll Summary - 2021-22

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
717510	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717511	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717512	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717513	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717514	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717515	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717516	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717517	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717518	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717519	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717520	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717521	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717522	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717523	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717524	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717525	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717526	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717527	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717528	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717529	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717530	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717531	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717532	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717533	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717534	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717535	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717536	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717537	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717538	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717539	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717540	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717541	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717542	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717543	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717544	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717545	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717546	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717547	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717548	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717549	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717550	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717551	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717552	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717553	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717554	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
717555	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717556	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717557	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717558	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717559	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717560	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717561	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717562	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717563	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717564	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717565	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717566	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717567	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717568	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717569	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717570	0	Common Area	0.00	$0	$0.00	$0.00	$0.00	$0.00
717571	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717572	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717573	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717574	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717575	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717576	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57

Appendix D
Phases #1-1A Assessment Roll Summary - 2021-22

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
717577	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
717578	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765554	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765555	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765556	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765557	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765558	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765559	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765560	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765561	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765562	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765563	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765564	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765565	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765566	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765567	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765568	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765569	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765570	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765571	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765572	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765573	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765574	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765597	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765598	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765599	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765600	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765601	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765602	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765603	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765604	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765605	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765606	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765607	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765608	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765609	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765610	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765611	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765612	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765613	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765614	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765615	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765616	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765617	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765618	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765619	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765620	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765621	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765622	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765623	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765624	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765625	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765626	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765627	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765628	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765629	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765630	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765631	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765632	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765633	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765634	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765635	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765636	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765637	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765638	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765639	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765640	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06

Appendix D
Phases #1-1A Assessment Roll Summary - 2021-22

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
765641	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765642	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765643	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765644	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765645	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765646	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765647	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765648	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765649	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765650	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765651	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765652	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765653	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765654	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765655	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765656	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765657	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765658	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765659	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765660	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765661	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765662	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765663	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765664	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765665	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765666	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765667	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765668	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765669	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765670	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765671	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765672	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765673	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765674	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765675	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765676	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765677	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765678	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765679	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765680	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765721	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765722	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765723	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765724	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765725	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765726	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765727	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765728	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765729	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765730	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765731	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765732	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765733	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765734	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765735	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765736	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765737	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765738	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765739	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765740	1	2	0.80	$15,778	$1,092.35	$78.89	$74.82	$1,246.06
765741	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765742	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765743	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765744	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765745	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765746	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765747	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57

Appendix D
Phases #1-1A Assessment Roll Summary - 2021-22

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
765748	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765749	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765750	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765751	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765752	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765753	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765754	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765755	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765756	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765757	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765758	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765759	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765760	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765779	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765780	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765781	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765782	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765783	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765784	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765785	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765786	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765787	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765788	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765789	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765790	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765791	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765792	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765793	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765794	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765795	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765796	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765797	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765798	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765799	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765800	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765801	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765802	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765803	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765804	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765805	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765806	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765807	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765808	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765809	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765810	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765883	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765884	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765885	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765886	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765887	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765888	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765889	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765890	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765891	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765892	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765893	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765894	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765895	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765896	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765897	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765898	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765899	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765900	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765901	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765902	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765903	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765937	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57

Appendix D
Phases #1-1A Assessment Roll Summary - 2021-22

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
765938	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765939	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765940	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765941	1	1	1.00	$19,723	$1,365.44	$98.61	$93.52	$1,557.57
765974	0	Common Area	0.00	$0	$0.00	$0.00	$0.00	$0.00
Total	**337**		**299.40**	**$5,905,000.00**	**$408,811.67**	**$29,525.00**	**$28,000.00**	**$466,336.67**

APPENDIX E
PHASES #2-3 ASSESSMENT ROLL SUMMARY – 2021-22

Appendix E
Phases #2-3 Assessment Roll Summary - 2021-22

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
765502	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765503	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765504	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765505	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765506	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765507	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765508	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765509	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765510	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765511	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765512	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765513	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765514	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765515	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765516	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765517	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765518	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765519	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765520	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765521	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765522	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765523	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765524	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765525	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765526	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765527	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765528	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765529	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765530	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765531	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765532	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765533	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765534	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765535	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765536	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765537	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765538	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765539	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765540	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765541	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765542	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765543	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765544	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765545	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765546	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765547	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765548	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765549	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765550	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765551	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765553	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765575	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765576	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765577	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765578	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765579	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765580	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765581	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765582	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765583	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765584	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765585	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765586	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765587	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765588	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
765589	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765590	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765591	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765592	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765593	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765594	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765595	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765596	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765681	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765682	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765683	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765684	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765685	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765686	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765687	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765688	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765689	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765690	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765691	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765692	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765693	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765694	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765695	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765696	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765697	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765698	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765699	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765700	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765701	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765702	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765703	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765704	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765705	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765706	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765707	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765708	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765709	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765710	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765711	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765712	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765713	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765714	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765715	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765716	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765717	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765718	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765719	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765720	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765761	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765762	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765763	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765764	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765765	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765766	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765767	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765768	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765769	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765770	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765771	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765772	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765773	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765774	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765775	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765776	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765777	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765778	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765811	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765812	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
765813	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765814	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765815	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765816	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765817	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765818	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765819	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765820	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765821	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765822	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765823	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765824	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765825	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765826	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765827	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765828	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765829	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765830	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765831	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765832	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765833	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765834	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765835	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765836	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765837	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765838	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765839	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765840	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765841	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765842	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765843	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765844	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765845	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765846	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765847	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765848	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765849	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765850	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765851	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765852	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765853	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765854	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765855	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765856	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765857	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765858	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765859	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765860	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765861	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765862	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765863	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765864	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765865	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765866	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765867	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765868	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765869	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765870	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765871	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765872	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765873	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765874	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765875	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765876	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765877	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765878	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765879	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765880	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
765881	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765882	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765904	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765905	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765906	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765907	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765908	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765909	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765910	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765911	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765912	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765913	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765914	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765915	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765916	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765917	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765918	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765919	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765920	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765921	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765922	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765923	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765924	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765925	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765926	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765927	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765928	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765929	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765930	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765931	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765932	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765933	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765934	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765935	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765936	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765942	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765943	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765944	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765945	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765946	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765947	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765948	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765949	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765950	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765951	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765952	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765953	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765954	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765955	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765956	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765957	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765958	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765959	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765960	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765961	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765962	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765963	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765964	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765965	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765966	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765967	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765968	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765969	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765970	1	1	1.00	$19,747	$1,330.81	$98.74	$154.11	$1,583.65
765971	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765972	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765973	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765975	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92

Parcel	No. of Units	Lot Type	Total Equivalent Units	Outstanding Assessment	Annual Assessment for Principal & Interest	Prepayment & Delinquency Reserve	Administrative Expenses	2021-22 Annual Installment
765976	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765977	1	2	0.80	$15,798	$1,064.64	$78.99	$123.29	$1,266.92
765978	0	Common Area	0.00	$0	$0.00	$0.00	$0.00	$0.00
765979	0	Common Area	0.00	$0	$0.00	$0.00	$0.00	$0.00
765980	0	Common Area	0.00	$0	$0.00	$0.00	$0.00	$0.00
765981	0	Common Area	0.00	$0	$0.00	$0.00	$0.00	$0.00
765982	0	Common Area	0.00	$0	$0.00	$0.00	$0.00	$0.00
Total	**271**		**233.60**	**$4,613,000.00**	**$310,876.26**	**$23,065.00**	**$36,000.00**	**$369,941.26**

Date:	08/17/2021
Agenda Item #:	6. F.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1625 Approving the 2021-2022 Annual Service Plan Update for the Rudman Tract Public Improvement District.**

DESCRIPTION:

The Rudman Tract Public Improvement District was created pursuant to the Public Improvement District (PID) Act and a resolution of the Town Council on October 18, 2016. The Town of Little Elm has contracted with Municap, Inc. to provide administrative and management support services associated with the Rudman Tract Public Improvement District.

Municap, Inc.'s scope of services includes the annual determination of the special assessments to be collected from the property within the PID boundaries as well as updating the service and assessment plan and special assessment roll. In compliance with Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually.

This document is the annual update of the Service and Assessment Plan for 2021-2022. This Annual Service Plan update is related to the annual budget for the payment of PID obligations.

BUDGET IMPACT:

Rudman Tract Annual PID Assessment for 2021-2022. Submittal to Denton County Tax office prior to October 1.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Report Rudman Tract PID

Ordinance No. 1625

Rudman Tract PID 2021-2022 SAP

Finance Department
Kelly Wilson, Chief Financial Officer
Phone: 214-975-0415
kwilson@littleelm.org

TOWN COUNCIL
CONSENT AGENDA
Date: August 17, 2021

PROJECT
Consider and Action to adopt **Ordinance No. 1625** an Ordinance of the Town of Little Elm, Texas approving the 2021-2022 Annual Service Plan Update for the **Rudman Tract Public Improvement District**.

BACKGROUND – Annual Service Plan Summary

Assessed Value

Year	Assessed Value
2017 Base Year	$29,722
2021 Certified TAV	$46,042,905

Infrastructure Improvements

Infrastructure*	Total Investment
Road improvements	$7,706,211
Water distribution system improvements	$1,835,393
Sanitary sewer improvements	$3,555,477
Storm drainage improvements	$2,193,433
Other soft and miscellaneous costs	$2,658,472
Total Improvement Cost	**$17,948,986**

*Includes improvements in two phases

Completed Homes as of June 30, 2021

Phase	Total Lots	Completed Homes	Percent Complete
Phase 1	275	43	16%
Phase 2*	216	0	0
Total	491	43	9%

***Phase 2 is currently being subdivided into lots for construction of homes.**

Outstanding PID Assessment

Phase	Outstanding Debt Obligation	Years Remaining for PID
Phase 1	$6,955,848	25 Years
Phase 2-MIA	$1,345,000	25 Years
Phase 2-Direct Improvements	$9,160,000	30 Years

RECOMMENDED ACTION
Staff recommends Council adopt Ordinance 1625

ATTACHMENTS
Ordinance No. 1625
Exhibit A – Rudman Tract Public Improvement District Annual Service Plan (Assessment Year 9/1/2021-8/31/2022)

TOWN OF LITTLE ELM

ORDINANCE NO. 1625

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM UPDATING THE RUDMAN TRACT PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL

WHEREAS, by Resolution No. 10181601 adopted on October 18, 2016, after notice and a public hearing in the manner required by law, the Town Council of the Town of Little Elm, Texas approved a resolution authorizing the creation of the Rudman Tract Public Improvement District (the "District") of the Town of Little Elm; and

WHEREAS, the Town Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on November 4, 2017 in The Denton Record-Chronicle, a newspaper of general circulation in the Town, a newspaper of general circulation in the extraterritorial jurisdiction of the Town, and in Denton County; and

WHEREAS, on April 4, 2017, after notice and a public hearing conducted in the manner required by law, the Town Council adopted Ordinance No. 1359 approving the Rudman Tract Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on April 4, 2017, the Town Council adopted Resolution No. 04041702 and Resolution No. 04041703, approving the reimbursement agreements secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conforms the original Assessment Roll to the principal and interest payment schedule required for the reimbursement agreements, and updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the Town Council now desires to proceed with the adoption of this Ordinance, which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the Town Council finds the passage of this Ordinance to be in the best interest for the citizens of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the **Rudman Tract Annual Service Plan Update and updated Assessment Roll summary, attached hereto as Exhibit A**, are hereby accepted and approved.

SECTION 3: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 4: It is hereby declared to be the intention of the Town Council of the Town of Little Elm, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Little Elm without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 5: This Ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 6: PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 17TH DAY OF AUGUST 2021.

Approved by _____ **Date** _____
Mayor

Approved to form by _____ **Date** _____
Town Attorney

Certified by _____ **Date** _____
Town Secretary

Exhibit A

RUDMAN TRACT
PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)

AS APPROVED BY TOWN COUNCIL ON:
AUGUST 17, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

RUDMAN TRACT
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 – 8/31/22)

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 2

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 2
B. FIVE YEAR SERVICE PLAN 6
C. STATUS OF DEVELOPMENT 6
D. ANNUAL BUDGET – PHASE #1 7
E. ANNUAL INSTALLMENTS PER UNITS – PHASE #1 9
F. ANNUAL BUDGET – PHASE #2 MAJOR IMPROVEMENTS 10
G. ANNUAL INSTALLMENTS PER UNITS – PHASE #2 MAJOR IMPROVEMENTS 12
H. ANNUAL BUDGET – PHASE #2 DIRECT IMPROVEMENTS 13
I. ANNUAL INSTALLMENTS PER UNITS – PHASE #2 DIRECT IMPROVEMENTS 15
H. BOND REDEMPTION RELATED UPDATES 16

III. UPDATE OF THE ASSESSMENT PLAN 17

IV. UPDATE OF THE ASSESSMENT ROLL 18

A. PARCEL UPDATES 18
B. PREPAYMENT OF ASSESSMENTS 19

APPENDIX A - PID MAP

APPENDIX B - PREPAID PARCELS

APPENDIX C - ASSESSED VALUE OF THE PID

APPENDIX D-1 – PHASE #1 ASSESSMENT ROLL SUMMARY - 2021-22

APPENDIX D-2 – PHASE #1 TIRZ CALCULATION - 2021-22

APPENDIX E-1 – PHASE #2 MAJOR IMPROVEMENT ASSESSMENT ROLL SUMMARY - 2021-22

APPENDIX E-2 – PHASE #2 MAJOR IMPROVEMENTS TIRZ CALCULATION - 2021-22

APPENDIX F – PHASE #2 DIRECT IMPROVEMENTS ASSESSMENT ROLL SUMMARY - 2021-22

I. INTRODUCTION

The Rudman Tract Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the Town Council on October 18, 2016 to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. The Town approved reimbursement obligations to finance the public improvements provided for the benefit of the property in the PID. Phase #1 Reimbursement Agreement in in the aggregate principal amount of $7,300,000 (the "Phase #1 Reimbursement Agreement") and Phase #2 Major Improvements Reimbursement Agreement in the aggregate principal amount of $2,075,000 (the "Phase #2 Major Improvements Reimbursement Agreement") are secured by Assessments.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the Town identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. On May 18, 2021, the Service and Assessment Plan was updated for Phase #2 Direct Improvements (the "Updated Service and Assessment Plan"), and a reimbursement agreement was executed in the amount of $9,160,000 (the "Phase #2 Direct Improvements Reimbursement Agreement") to finance the costs of the Phase #2 Direct Improvements.

Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2021-22 (the "Annual Service Plan Update").

The Town also adopted assessment rolls (the "Assessment Rolls") identifying the Assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update is related to the annual budget for the payment of PID obligations in 2021-22.

Capitalized terms used herein shall have the meanings defined in the Updated Service and Assessment Plan, unless specified otherwise herein.

(the remainder of this page is intentionally left blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Phase #1 Authorized Improvements Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on April 4, 2017, the initial total estimated costs of the Authorized Improvements were equal to $9,393,393, including $6,297,658 in Phase #1 direct costs and $2,867,610 in Phase #1 Major Improvement costs. As provided by the Kimberly-Horn & Associates (the "Project Engineer"), the actual costs of the Authorized Improvements were equal to $7,586,530, including, representing a decrease of $1,806,863 from the initial total estimated costs.

According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020, the Phase #1 Improvements were completed and accepted by the Town in May 2017.

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to construct the Authorized Improvements and establish the PID. The Actual Costs of the Authorized Improvements were provided by the Project Engineer. For additional PID development-related information, refer to the link below:

https://emma.msrb.org/IssueView/Details/ES379221

(the remainder of this page is intentionally left blank)

Table II-A-1
Updated Sources and Uses – Authorized Improvements – Phase #1

Sources of Funds	Initial Estimated Budget [1]	Actual Costs[2]	Variance
Par amount	$7,300,000	$7,300,000	$0
Other funding sources	$2,093,393	$286,530	($1,806,863)
Total Sources	**$9,393,393**	**$7,586,530**	**($1,806,863)**
Uses of Funds			
Phase #1 Improvements			
Roadway improvements	$2,165,227	$2,336,210	$170,983
Water distribution system improvements	$840,020	$833,195	($6,825)
Sanitary sewer improvements	$730,300	$719,611	($10,689)
Storm drainage improvements	$1,464,831	$876,954	($587,877)
Other soft and miscellaneous costs	$1,097,280	$831,139	($266,141)
Subtotal: Phase #1 Improvements	*$6,297,658*	*$5,597,110*	*($700,548)*
Phase #1 Major Improvements			
Roadway improvements	$1,006,491	$580,555	($425,936)
Water distribution system improvements	$507,871	$187,483	($320,388)
Sanitary sewer improvements	$369,698	$515,262	$145,564
Storm drainage improvements	$317,755	$118,278	($199,477)
Other soft and miscellaneous costs	$665,795	$359,717	($306,078)
Subtotal: Phase #1 Major Improvements	*$2,867,610*	*$1,761,296*	*($1,106,314)*
Estimated PID establishment related costs	$228,125	$228,125	$0
Total Uses	**$9,393,393**	**$7,586,530**	**($1,806,863)**

1 – According to the Service and Assessment Plan dated April 4, 2017.
2 – According to information provided by the Project Engineer on August 5, 2020.

Authorized Improvement Area Cost Variances

As stated in Table II-A-1 above, there are significant variances to the Phase #1 Authorized Improvement aggregate budget. The Project Engineer has confirmed that the original budget line items accounted for significant contingency which was not needed. As a result, there was a net decrease in actual costs.

Phase #2 Major Improvements Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on April 4, 2017, the initial total estimated costs of the Phase #2 Major Improvements were equal to $2,167,026. As provided by the Project Engineer, the actual costs of the Phase #2 Major Improvements were equal to $1,328,697, including, representing a decrease of $838,329 from the initial total estimated costs.

According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020, the Phase #2 Major Improvements were completed and accepted by the Town in May 2017.

Table II-A-2 below summarizes the updated sources and uses of funds required to construct the Phase #2 Major Improvements and establish the PID. The Actual Costs of the Authorized Improvements were provided by the Project Engineer. For additional PID development-related information, refer to the link below:

https://emma.msrb.org/RE1362354-RE1058879-RE1468369.pdf

Table II-A-2
Updated Sources and Uses – Phase #2 Major Improvements

Sources of Funds	Initial Estimated Budget [1]	Actual Costs[2]	Variance
Par amount	$2,075,000	$1,365,000	($710,000)
Other funding sources	$393,901	$265,572	($128,329)
Total Sources	**$2,468,901**	**$1,630,572**	**($838,329)**
Uses of Funds			
Phase #2 Major Improvements			
Roadway improvements	$760,596	$437,963	($322,633)
Water distribution system improvements	$383,793	$141,435	($242,359)
Sanitary sewer improvements	$279,378	$388,707	$109,329
Storm drainage improvements	$240,124	$89,227	($150,897)
Other soft and miscellaneous costs	$503,135	$271,366	($231,769)
Subtotal: Phase #1 Major Improvements	*$2,167,026*	*$1,328,697*	*($838,329)*
Estimated PID establishment related costs	$301,875	$301,875	$0
Total Uses	**$2,468,901**	**$1,630,572**	**($838,329)**

1 – According to the Service and Assessment Plan dated April 4, 2017.
2 – According to information provided by the Project Engineer on August 5, 2020.

Phase #2 Major Improvements Cost Variances

As stated in Table II-A-2 on the previous page, there are significant variances to the Phase #2 Major Improvements aggregate budget. The project engineer has confirmed that the original budget line items included substantial contingency that was subsequently determined as excessive. As a result of this determination, $710,000 in excess funds were used to permanently reduce Phase #2 Major Improvements Reimbursement Agreement balance on March 1, 2020, resulting in a net decrease in total actual costs.

Phase #2 Direct Improvements Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on May 18, 2021, the initial total estimated costs of the Phase #2 Direct Improvements were equal to $9,261,884. As provided by the Project Engineer, the actual costs of the Phase #2 Direct Improvements remain unchanged from the initial total estimated costs as of August 5, 2021.

Table II-A-3 below summarizes the updated sources and uses of funds required to construct the Phase #2 Direct Improvements as shown in the Updated Service and Assessment Plan.

Table II-A-3
Updated Sources and Uses – Phase #2 Direct Improvements

Sources of Funds	Initial Estimated Budget	Budget Revisions	Updated Budget	Amount Spent to Date	Remaining Balance
Phase #2 Direct Improvements Reimbursement Agreement	$9,160,000	$0	$9,160,000	$0	$9,160,000
Other funding sources					
Developer contributions	$101,884	$0	$101,884	$0	$101,884
Subtotal: Other funding sources	*$101,884*	*$0*	*$101,884*	*$0*	*$101,884*
Total Sources	**$9,261,884**	**$0**	**$9,261,884**	**$0**	**$9,261,884**
Uses of Funds					
Major Improvements					
Road Improvements including Right-of-way	$4,351,483	$0	$4,351,483	$0	$4,351,483
Water Distribution System Improvements	$673,280	$0	$673,280	$0	$673,280
Sanitary Sewer Improvements	$1,931,897	$0	$1,931,897	$0	$1,931,897
Storm Drainage Improvements	$1,108,974	$0	$1,108,974	$0	$1,108,974
Other Soft and Miscellaneous Costs	$1,196,250	$0	$1,196,250	$0	$1,196,250
Total Uses	**$9,261,884**	**$0**	**$9,261,884**	**$0**	**$9,261,884**

1 – According to the Project Engineer as of August 5, 2021.

Phase #2 Direct Improvements Cost Variances

As stated in Table II-A-3 on the previous page, there are no significant variances to the Phase #2 Direct Improvements aggregate budget.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years.

For additional details regarding the PID Authorized Improvements, refer to the links provided in Section II.A. of this report.

All of the Authorized Improvements are expected to be built within a period of five years. The actual costs for the Authorized Improvements are shown in Section II.A of this report, and the Annual Installments expected to be collected for these costs is shown by Table II-B-1 below.

Table II-B-1
Projected Annual Installments (2017-2027)

Assessment Year ending 09/01	Projected Annual Installments Phase #1[1]	Projected Annual Installments Phase #2 Major Improvements[1]	Projected Annual Installments Phase #2 Direct Improvements[1]
2017-2021	$3,365,642	$572,316	$0
2022	$579,145	$116,900	$723,908
2023	$625,672	$245,261	$729,408
2024	$627,631	$249,342	$729,537
2025	$628,914	$252,940	$729,675
2026	$629,519	$251,055	$729,824
2027	$629,448	$254,182	$635,784
Total	**$8,768,792**	**$2,228,154**	**$4,564,294**

1 – Assessment years ending 2017 through 2022 reflect actual Annual Installments and are net of applicable reserve fund income, capitalized interest and TIRZ Credits. Assessment years 2023 through 2027 reflect projected Annual Installments and are subject to change.

C. Status of Development

See Table II-C-1 on the following page for the estimated status of completed homes within the portion of Phase #1 located within the Town based on certificate of occupancy issuances, according to the Town.

Table II-C-1
Completed Homes – Phase #1

Status	Cumulative as of September 30, 2019	Cumulative as of June 30, 2020	Cumulative as of June 30, 2021
Homes completed[1]	5	24	43

1 – Homes completed are based on certificate of occupancy issuances as reported by the Town as of June 30, 2021.

See Appendix C for preliminary 2021 assessed values of all Parcels within the PID.

D. ANNUAL BUDGET – PHASE #1

Phase #1 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments beginning with the tax year following the execution of the Phase #1 Reimbursement Agreement, of which twenty-five (25) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest based on the interest rate applicable to the Phase #1 Reimbursement Agreement, which is 6.883 percent per annum for 2021-22. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22, and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan such as the TIRZ Annual Credit Amount and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments and administration of the PID.

Phase #1 Annual Installments to be Collected for 2021-22

The total outstanding cost of Phase #1 Improvements submitted by the Developer to the Town as of August 5, 2020 is $7,358,405. The outstanding principal balance on the Assessments is $6,955,848, which represents the Phase #1 reimbursement amount for 2021-22. Interest is

calculated on this reimbursement amount at the applicable interest rate explained on the previous page. The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-D-1 below.

Table II-D-1
Budget for the Phase #1 Annual Installments
to be Collected for 2021-22

Description	Total
Interest through September 1, 2022	$478,771
Principal due by September 1, 2022	$120,000
Subtotal debt service on Phase #1 Reimbursement Agreement	*$598,771*
Administrative Expenses	$34,000
Subtotal Expenses	$632,771
Available TIRZ Credit	($43,626)
Available Administrative Expense account	($10,000)
Subtotal funds available	($53,626)
Annual Installments	**$579,145**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due for 2021-22 in the amount of $478,771, which equal interest on the outstanding Assessments balance of $6,955,848 for one year and an effective interest rate of 6.883 percent. Annual Installments to be collected include a principal amount of $120,000. As a result, total Annual Installments to be collected for Phase #1 for principal and interest in 2021-22 is estimated to be equal to $598,771.

Administrative Expenses

Administrative Expenses include the Town, Administrator, auditor, and contingency fees. As shown in Table II-D-2 on the following page, the total administrative expenses to be collected for 2021-22 are estimated to be $34,000.

(remainder of page left intentionally blank)

Table II-D-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$2,000
Administrator	$25,000
Auditor	$4,000
Contingency	$3,000
Total	**$34,000**

Available TIRZ Credit

According to the Denton County Tax Assessor-Collector, there have been TIRZ increments collected in 2020 in the total amount of $43,626 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within Phase #1. This TIRZ Credit amount is allocated based upon the amount of TIRZ increment generated by each Parcel within Phase #1 and each Parcel that has an outstanding Phase #1 Assessment balance as of September 1, 2021 as shown in Appendix D-2.

Available Administrative Expense Account

As of July 31, 2021, there is $10,000 anticipated to be available in the Administrative Expense Fund to reduce the Phase #1 Annual Installment for 2021-22.

E. Annual Installments per Units – Phase #1

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on Phase #1 Reimbursement Agreement and to cover Administrative Expenses of the PID.

According to the original Service and Assessment Plan, 275 residential units were estimated to be built within Phase #1 of the PID, representing 243.38 Equivalent Units. As of July 31, 2021, one unit has prepaid their Phase #1 Assessment in full resulting in 1.00 Equivalent Unit being prepaid. As a result, 274 units representing 242.38 total Equivalent Units will be billed for the 2021-22 Annual Installment. Accordingly, the net principal and interest portion of Annual Installment to be collected from each unit will be $2,470.38 (i.e. $598,771 ÷ 242.38 = $2,470.38). The net Administrative Expenses to be collected from each unit will be $99.02 (i.e. ($34,000 - $10,000) ÷ 242.38 = $99.02). As a result, the total Annual Installment to be collected from each unit within the PID will be $2,569.40 (i.e. $2,470.38 + $99.02 = $2,569.40).

The Annual Installment due to be collected from each Land Use Class in Phase #1 of the PID for 2021-22 is shown in II-E-1 on the following page.

Table II-E-1
Annual Installment Per Unit – Phase #1

Land Use Class	Annual Installment[1]	Equivalent Unit Factor	Annual Installment Per Unit[1]
Lot Type 1 (60' Lot)	$2,569.40	1.00	$2,569.40
Lot Type 2 (50' Lot)	$2,569.40	0.83	$2,132.60

1 – Annual Installment and Annual Installment per Unit amounts do not include applicable TIRZ Credits, if any.

The list of Parcels within Phase #1 the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix D-1.

F. Annual Budget – Phase #2 Major Improvements

Phase #2 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments beginning with the tax year following the execution of the Phase #2 Major Improvements Reimbursement Agreement, of which twenty-five (25) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest based on the interest rate applicable to the Phase #2 Major Improvements Reimbursement Agreement, which is 6.883 percent per annum for 2021-22. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22, and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan such as the TIRZ Annual Credit Amount and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #2 Major Improvements Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected

with the Annual Installments to pay expenses related to the collection of the Annual Installments and administration of the PID.

Phase #2 Major Improvements Annual Installments to be Collected for 2021-22

The total outstanding cost of Phase #2 Major Improvements submitted by the Developer to the Town as of August 5, 2020 is $1,328,697. The outstanding principal balance on the Phase #2 Major Improvements Assessments is $1,345,000 (after the reduction of the Authorized Improvements budget by $710,000), which represents the Phase #2 reimbursement amount for 2021-22. Interest is calculated on this reimbursement amount at the applicable interest rate explained on the previous page. The budget for the Phase #2 Major Improvements of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-F-1 below.

Table II-F-1
Budget for the Phase #2 Major Improvements Annual Installments to be Collected for 2021-22

Description	Total
Interest through September 1, 2022	$90,078
Principal due on September 1, 2022	$10,000
Subtotal debt service on Phase #2 Major Improvements Reimbursement Agreement	*$100,078*
Administrative Expenses	$30,000
Subtotal Expenses	*$130,078*
Available TIRZ Credit	($3,177)
Available Administrative Expense account	($10,000)
Subtotal funds available	*($13,177)*
Annual Installments	**$116,900**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due for 2021-22 in the amount of $90,078, which equal interest on the outstanding Assessments balance of $1,345,000 for one year and an effective interest rate of 6.883 percent. Annual Installments to be collected include a principal amount of $10,000. As a result, total Annual Installments to be collected for Phase #2 for principal and interest in 2021-22 is estimated to be equal to $100,078.

Administrative Expenses

Administrative Expenses include the Town, Administrator, auditor, and contingency fees. As shown in Table II-F-2 below, the total administrative expenses to be collected for 2021-22 are estimated to be $30,000.

Table II-F-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$1,000
Administrator	$25,000
Auditor	$1,500
Contingency	$2,500
Total	**$30,000**

Available TIRZ Credit

According to the Denton County Tax Assessor-Collector, there have been TIRZ increments collected in 2020 in the total amount of $3,177 that are available to be used as TIRZ Credit in 2021-22 for the Parcel within Phase #2. This TIRZ Credit amount to the Phase #2 Parcel within as shown in Appendix E-2.

Available Administrative Expense Account

As of July 31, 2021, there is $10,000 anticipated to be available in the Administrative Expense Fund to reduce the Phase #2 Major Improvements Annual Installment for 2021-22.

G. Annual Installments per Units – Phase #2 Major Improvements

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on Phase #2 Major Improvements Reimbursement Agreement and to cover Administrative Expenses of the PID.

According to the Updated Service and Assessment Plan, 206 residential units are estimated to be built within Phase #2 of the PID, representing 189.75 Equivalent Units. Accordingly, the net principal and interest portion of Annual Installment to be collected from each unit will be $527.42 (i.e. $100,078 ÷ 189.75 = $527.42). The net Administrative Expenses to be collected from each unit will be $105.40 (i.e. ($30,000 - $10,000) ÷ 189.75 = $105.40). As a result, the total Annual Installment to be collected from each unit within the PID will be $632.82 (i.e. $527.42 + $105.40 = $632.82).

The Phase #2 Major Improvement Annual Installment due to be collected from each Land Use Class in Phase #2 of the PID for 2021-22 is shown in II-G-1 below.

Table II-G-1
Phase #2 Major Improvement Annual Installment Per Unit

Land Use Class	Annual Installment	Equivalent Unit Factor	Annual Installment Per Unit
Lot Type 1 (60' Lot)	$632.82	1.00	$632.82
Lot Type 2 (50' Lot)	$632.82	0.87	$550.55

1 – Annual Installment and Annual Installment per Unit amounts do not include applicable TIRZ Credits, if any.

The list of Parcels within Phase #2 the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix E-1.

H. Annual Budget – Phase #2 Direct Improvements

Phase #2 Direct Improvements - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments beginning with the tax year following the execution of the Phase #2 Direct Improvements Reimbursement Agreement. As a result, the first Annual Installment will be due January 31, 2022, of which thirty (30) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest based on the interest rate applicable to the Phase #2 Direct Improvements Reimbursement Agreement, which is 7.63 percent per annum for 2021-22. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22, and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan such as the TIRZ Annual Credit Amount and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #2 Direct Improvements Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments and administration of the PID.

Phase #2 Direct Improvements Annual Installments to be Collected for 2021-22

The outstanding principal balance on the Phase #2 Direct Improvements Assessments is $9,160,000, which represents the Phase #2 Direct Improvements reimbursement amount for 2021-22. Interest is calculated on this reimbursement amount at the applicable interest rate explained on the previous page. The budget for the Phase #2 Direct Improvements of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-H-1 below.

Table II-H-1
Budget for the Phase #2 Direct Improvements Annual Installments to be Collected for 2021-22

Description	Total
Interest through September 1, 2022	$698,908
Principal due on September 1, 2022	$0
Subtotal debt service on Phase #2 Direct Improvements Reimbursement Agreement	*$698,908*
Administrative Expenses	$25,000
Subtotal Expenses	*$723,908*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$723,908**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due for 2021-22 in the amount of $698,908, which equal interest on the outstanding Assessments balance of $9,160,000 for one year and an effective interest rate of 7.63 percent. There is no principal amount due to be collected for 2021-22. As a result, total Annual Installments to be collected for Phase #2 Direct Improvements for principal and interest in 2021-22 is estimated to be equal to $698,908.

Administrative Expenses

Administrative Expenses include the Town, Administrator, auditor, and contingency fees. As shown in Table II-H-2 on the following page, the total administrative expenses to be collected for 2021-22 are estimated to be $25,000.

Table II-H-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$1,000
Administrator	$20,000
Auditor	$1,500
Contingency	$2,500
Total	**$25,000**

Available Administrative Expense Account

As of July 31, 2021, there are no funds anticipated to be available in the Administrative Expense Fund to reduce the Phase #2 Direct Improvements Annual Installment for 2021-22.

I. Annual Installments per Units – Phase #2 Direct Improvements

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on Phase #2 Direct Improvements Reimbursement Agreement and to cover Administrative Expenses of the PID.

According to the Updated Service and Assessment Plan, 206 residential units are estimated to be built within Phase #2 of the PID, representing 189.75 Equivalent Units. Accordingly, the net principal and interest portion of Annual Installment to be collected from each unit will be $3,683.31 (i.e. $698,908 ÷ 189.75 = $3,683.31). The net Administrative Expenses to be collected from each unit will be $131.75 (i.e. $25,000 ÷ 189.75 = $131.75). As a result, the total Annual Installment to be collected from each unit within the PID will be $3,815.06 (i.e. $3,683.31 + $131.75 = $3,815.06).

The Phase #2 Direct Improvements Annual Installment due to be collected from each Land Use Class in Phase #2 of the PID for 2021-22 is shown in II-I-1 below.

Table II-I-1
Phase #2 Direct Improvements Annual Installment Per Unit

Land Use Class	Annual Installment	Equivalent Unit Factor	Annual Installment Per Unit
Lot Type 1 (60' Lot)	$3,815.06	1.00	$3,815.06
Lot Type 2 (50' Lot)	$3,815.06	0.87	$3,319.10

1 – Annual Installment and Annual Installment per Unit amounts do not include applicable TIRZ Credits, if any.

The list of Parcels within Phase #2 the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix F**.**

H. BOND REDEMPTION RELATED UPDATES

According to the Project Engineer, the original estimated costs for the Phase #2 Major Improvements included significant amounts for contingency. The project engineer has confirmed that $710,000 was available in the Project Fund. Those funds were used to redeem $710,000 in Phase #2 Bonds on March 1, 2020.

(the remainder of this page is intentionally left blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Updated Service and Assessment Plan adopted by the Town Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed within the PID, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

According to the original Service and Assessment Plan, Lot Type 1 (60') Lots with Phase #2 of the PID were allocated Assessments based on an estimated home value of $337,500 and Lot Type 2 (50') Lots within Phase #2 of the PID were allocated Assessments based on an estimated home value of $281,250. As a result, Lot Type 1 (60') Lots were assigned an Equivalent Unit factor of 1.00 and Lot Type 2 (50') Lots were assigned an Equivalent factor of 0.83.

As shown in the Updated Service and Assessment Plan, the estimated home values for Lot Type 1 (60') Lots and Lot Type 2 (50') Lots were updated to $452,000 and $393,000, respectively. As a result, Lot Type 1 (60') Lots and Lot Type 2 (50') Lots within Phase #2 of the PID have a revised Equivalent Unit factor of 1.00 and 0.87, respectively.

Except as noted above, the method of assessing property has not been changed and Assessed Property will continue to be as provided in the Updated Service and Assessment Plan.

(the remainder of this page is intentionally left blank)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Updated Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in 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 VII.C of the Service and Assessment Plan.

The Assessment Roll summary is shown in Appendix A. Each Parcel in the PID is identified, along with the outstanding Assessment on each Parcel, and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula on the following page:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to Denton Central Appraisal District ("DCAD") online records, final plats, Phase #1A for 59 Phase #1 residential units and Phase #1B for 216 Phase #1 residential units, which were subdivided from Parcel 38224 and Parcel 38229, were recorded on January 22, 2019 and June 12, 2019, respectively. Phase #1A residential units were billed individually in 2019-20. Phase #1B

Parcels were not recognized by DCAD in 2019. As a result, Annual Installments for Phase #1B Parcels were billed individually beginning in 2020-21.

B. PREPAYMENT OF ASSESSMENTS

Phase #1

As of July 31, 2021, one (1) Parcel within Phase #1 of the PID has prepaid their Phase #1 Assessment in full.

Phase #2 Major Improvements

As of July 31, 2021, no Parcels within Phase #2 of the PID have prepaid their Phase #2 Major Improvements Assessment.

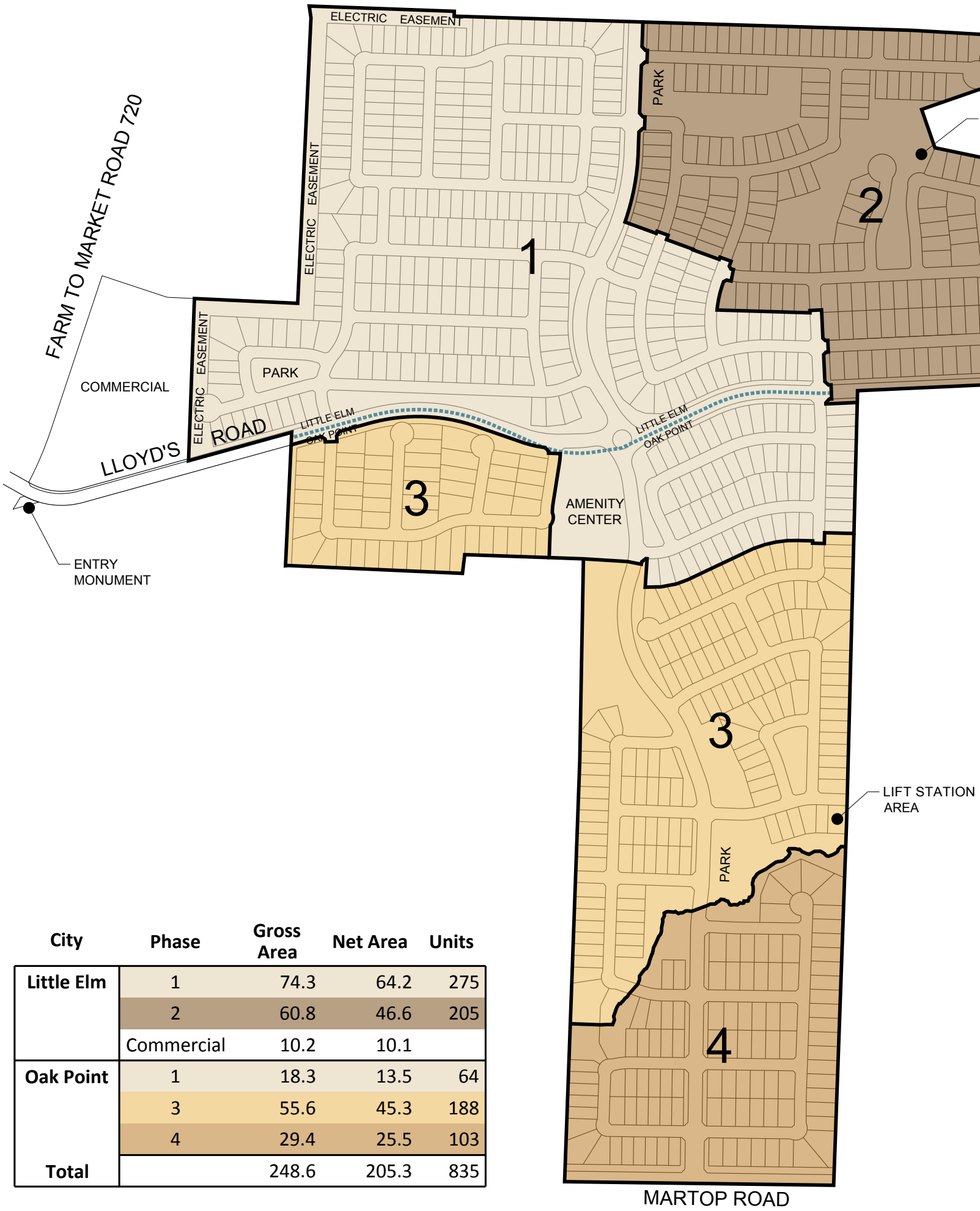
Phase #2 Direct Improvements

As of July 31, 2021, no Parcels within Phase #2 of the PID have prepaid their Phase #2 Direct Improvement Assessment.

The complete Assessment Roll is available for review at the Little Elm Town Hall, located at 100 Eldorado Parkway, Little Elm, Texas 75068.

(the remainder of this page is intentionally left blank)

APPENDIX A
PID MAP



City	Phase	Gross Area	Net Area	Units
Little Elm	1	74.3	64.2	275
	2	60.8	46.6	205
	Commercial	10.2	10.1	
Oak Point	1	18.3	13.5	64
	3	55.6	45.3	188
	4	29.4	25.5	103
Total		248.6	205.3	835

*Phase 1 Areas include offsite Lloyd Road improvements
**Net Area is net of Open Spaces, Electric Easement, Amenity Center, Parks & Areas not to be developed

Phase	Little Elm		Oak Point		Phase
	50' Lot	*60' Lot*	*50' Lot*	*60' Lot*	**Total**
1	186	89	64		339
2	124	81			205
3			133	55	188
4			38	65	103
Total	310	170	235	120	**835**

north

GRAPHIC SCALE IN FEET

0 250 500 1000

1" = 500'@ 11x17

PHASE MAP

Rudman NORTH

City of Oak Point & Town of Little Elm, Texas
January 2017

DWG NAME K:\FRI_CIVIL\SINGLE FAMILY PURSUITS\2014024 - RUDMAN NORTH TRACT\DWG\PRELIMINARY\EXHIBITS\EXHIBIT-PHASES.DWG
LAST SAVED 1/9/2017 5:16 PM

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

APPENDIX B
PREPAID PARCELS

APPENDIX B

Parcel ID	Prepayment Date	Amount	Full/Partial
749022	April 2021	$29,152	Full
TOTAL		**$29,152**	

APPENDIX C
ASSESSED VALUE OF THE PID

Appendix C

Rudman Tract PID

2021 Preliminary Assessed Value per Phase

Phase	Parcels	2021 Assessed Value[2]
Phase #1[1]	287	$43,502,297
Phase #2	1	$2,461,192
Total	**288**	**$45,963,489**

1 - Parcels include 275 residential lots and 12 open space lots.

6 - Parcel assessed values reflect 2021 preliminary values in accordance with Denton Central Appraisal District online records as of July 31, 2021.

APPENDIX D-1
PHASE #1 ASSESSMENT ROLL SUMMARY - 2021-22

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
748987	1	1.00	$28,698	$495	$1,975	$99.02	($72.61)	$2,496.79
748988	1	1.00	$28,698	$495	$1,975	$99.02	($751.06)	$1,818.34
748989	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
748990	1	1.00	$28,698	$495	$1,975	$99.02	($765.22)	$1,804.18
748991	1	1.00	$28,698	$495	$1,975	$99.02	($759.39)	$1,810.01
748992	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
748993[1]	1	0.50	$14,349	$248	$988	$49.51	($383.93)	$900.77
958868[1]		0.50	$14,349	$248	$988	$49.51	($383.93)	$900.77
748994	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
748995	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
748996	1	1.00	$28,698	$495	$1,975	$99.02	($737.36)	$1,832.04
748997	1	1.00	$28,698	$495	$1,975	$99.02	($687.06)	$1,882.34
748998	1	1.00	$28,698	$495	$1,975	$99.02	($767.95)	$1,801.45
748999	1	1.00	$28,698	$495	$1,975	$99.02	($546.86)	$2,022.54
749000	1	1.00	$28,698	$495	$1,975	$99.02	($70.16)	$2,499.24
749001	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749002	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749003	1	1.00	$28,698	$495	$1,975	$99.02	($726.24)	$1,843.16
749004	1	1.00	$28,698	$495	$1,975	$99.02	($117.68)	$2,451.72
749005	1	1.00	$28,698	$495	$1,975	$99.02	($117.68)	$2,451.72
749006	1	1.00	$28,698	$495	$1,975	$99.02	($735.65)	$1,833.75
749007	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749008	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749009	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749010	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749011	1	1.00	$28,698	$495	$1,975	$99.02	($70.55)	$2,498.85
749012	1	1.00	$28,698	$495	$1,975	$99.02	($74.27)	$2,495.13
749013	1	1.00	$28,698	$495	$1,975	$99.02	($767.82)	$1,801.58
749014	1	1.00	$28,698	$495	$1,975	$99.02	($600.09)	$1,969.31
749015	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749016	1	1.00	$28,698	$495	$1,975	$99.02	($615.88)	$1,953.52
749017	1	1.00	$28,698	$495	$1,975	$99.02	($577.40)	$1,992.00
749018	1	1.00	$28,698	$495	$1,975	$99.02	($611.49)	$1,957.91
749019	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749020	1	1.00	$28,698	$495	$1,975	$99.02	($584.06)	$1,985.34
749021	1	1.00	$28,698	$495	$1,975	$99.02	$0.00	$2,569.40
749022	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
749023	1	1.00	$28,698	$495	$1,975	$99.02	($71.53)	$2,497.87
749024	1	0.83	$23,819	$411	$1,639	$82.18	($55.70)	$2,076.90
749025	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749026	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749027	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749028	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749029	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749030	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
749031	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749032	1	0.83	$23,819	$411	$1,639	$82.18	($67.07)	$2,065.53
749033	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
749034	1	1.00	$28,698	$495	$1,975	$99.02	($77.12)	$2,492.28
749035	1	1.00	$28,698	$495	$1,975	$99.02	($69.47)	$2,499.93
749036	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749037	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749038	1	1.00	$28,698	$495	$1,975	$99.02	($659.43)	$1,909.97
749039	1	1.00	$28,698	$495	$1,975	$99.02	($797.87)	$1,771.53
749040	1	0.83	$23,819	$411	$1,639	$82.18	($655.68)	$1,476.92
749041	1	0.83	$23,819	$411	$1,639	$82.18	($72.12)	$2,060.48
749042	1	0.83	$23,819	$411	$1,639	$82.18	($487.96)	$1,644.65
749043	1	0.83	$23,819	$411	$1,639	$82.18	($467.87)	$1,664.73
749044	1	0.83	$23,819	$411	$1,639	$82.18	($73.00)	$2,059.60
749045	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749046	1	1.00	$28,698	$495	$1,975	$99.02	($114.80)	$2,454.60
749047	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
749048	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
749049	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
749050	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757294	1	0.83	$23,819	$411	$1,639	$82.18	($118.04)	$2,014.57
757293	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757292	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757291	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757290	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757289	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757288	1	0.83	$23,819	$411	$1,639	$82.18	($113.42)	$2,019.18
757287	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757286	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757285	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757284	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757283	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757282	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757281	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757280	1	0.83	$23,819	$411	$1,639	$82.18	($113.42)	$2,019.18
757279	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757278	1	0.83	$23,819	$411	$1,639	$82.18	($114.53)	$2,018.08
757277	1	1.00	$28,698	$495	$1,975	$99.02	($125.42)	$2,443.98
757276	1	1.00	$28,698	$495	$1,975	$99.02	($117.29)	$2,452.11
757275	1	0.83	$23,819	$411	$1,639	$82.18	($113.60)	$2,019.00
757274	1	0.83	$23,819	$411	$1,639	$82.18	($102.67)	$2,029.93
757273	1	0.83	$23,819	$411	$1,639	$82.18	($102.67)	$2,029.93
757272	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757271	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757270	1	1.00	$28,698	$495	$1,975	$99.02	($111.76)	$2,457.64

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757269	1	1.00	$28,698	$495	$1,975	$99.02	($147.95)	$2,421.45
757268	1	0.83	$23,819	$411	$1,639	$82.18	($108.58)	$2,024.02
757267	1	0.83	$23,819	$411	$1,639	$82.18	($107.11)	$2,025.50
757266	1	0.83	$23,819	$411	$1,639	$82.18	($106.37)	$2,026.23
757265	1	0.83	$23,819	$411	$1,639	$82.18	($104.89)	$2,027.71
757264	1	0.83	$23,819	$411	$1,639	$82.18	($112.49)	$2,020.11
757263	1	0.83	$23,819	$411	$1,639	$82.18	($117.85)	$2,014.75
757262	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757261	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757260	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757259	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757258	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757257	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757256	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757255	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757254	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757253	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757252	1	0.83	$23,819	$411	$1,639	$82.18	($114.34)	$2,018.26
757251	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757250	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757249	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757248	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757247	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757246	1	0.83	$23,819	$411	$1,639	$82.18	($114.34)	$2,018.26
757244	1	1.00	$28,698	$495	$1,975	$99.02	($112.49)	$2,456.91
757243	1	1.00	$28,698	$495	$1,975	$99.02	($115.82)	$2,453.58
757242	1	1.00	$28,698	$495	$1,975	$99.02	($116.56)	$2,452.84
757241	1	1.00	$28,698	$495	$1,975	$99.02	($113.60)	$2,455.80
757240	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757239	1	0.83	$23,819	$411	$1,639	$82.18	($113.79)	$2,018.81
757238	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757237	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757236	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757235	1	0.83	$23,819	$411	$1,639	$82.18	($104.89)	$2,027.71
757234	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757233	1	0.83	$23,819	$411	$1,639	$82.18	($133.73)	$1,998.87
757232	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757231	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757230	1	0.83	$23,819	$411	$1,639	$82.18	($109.17)	$2,023.43
757229	1	0.83	$23,819	$411	$1,639	$82.18	($109.17)	$2,023.43
757228	1	0.83	$23,819	$411	$1,639	$82.18	($109.17)	$2,023.43
757227	1	0.83	$23,819	$411	$1,639	$82.18	($109.17)	$2,023.43
757226	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757225	1	0.83	$23,819	$411	$1,639	$82.18	($117.48)	$2,015.12
757224	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757223	1	0.83	$23,819	$411	$1,639	$82.18	($134.47)	$1,998.13
757222	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757221	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757220	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757219	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757218	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757217	1	0.83	$23,819	$411	$1,639	$82.18	($118.96)	$2,013.64
757216	1	1.00	$28,698	$495	$1,975	$99.02	($124.31)	$2,445.09
757215	1	1.00	$28,698	$495	$1,975	$99.02	($193.65)	$2,375.75
757214	1	1.00	$28,698	$495	$1,975	$99.02	($115.26)	$2,454.14
757213	1	1.00	$28,698	$495	$1,975	$99.02	($114.34)	$2,455.06
757212	1	1.00	$28,698	$495	$1,975	$99.02	($112.86)	$2,456.54
757211	1	1.00	$28,698	$495	$1,975	$99.02	($188.11)	$2,381.29
757210	1	1.00	$28,698	$495	$1,975	$99.02	($188.11)	$2,381.29
757209	1	1.00	$28,698	$495	$1,975	$99.02	($118.22)	$2,451.18
757208	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757207	1	0.83	$23,819	$411	$1,639	$82.18	($113.42)	$2,019.18
757206	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757205	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757204	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757203	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757202	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757201	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757200	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757199	1	0.83	$23,819	$411	$1,639	$82.18	($113.42)	$2,019.18
757198	1	0.83	$23,819	$411	$1,639	$82.18	($120.07)	$2,012.54
757197	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757196	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757195	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757194	1	0.83	$23,819	$411	$1,639	$82.18	($546.90)	$1,585.70
757193	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757192	1	0.83	$23,819	$411	$1,639	$82.18	($415.77)	$1,716.83
757191	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757190	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757189	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757188	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757187	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757186	1	0.83	$23,819	$411	$1,639	$82.18	$0.00	$2,132.60
757185	1	0.83	$23,819	$411	$1,639	$82.18	($553.73)	$1,578.87
757184	1	0.83	$23,819	$411	$1,639	$82.18	($240.91)	$1,891.69
757183	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757182	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757181	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757180	1	0.83	$23,819	$411	$1,639	$82.18	($120.25)	$2,012.35
757179	1	0.83	$23,819	$411	$1,639	$82.18	($127.27)	$2,005.34

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757178	1	0.83	$23,819	$411	$1,639	$82.18	($109.36)	$2,023.25
757177	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757176	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757175	1	0.83	$23,819	$411	$1,639	$82.18	($563.58)	$1,569.02
757174	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757173	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757172	1	0.83	$23,819	$411	$1,639	$82.18	($115.63)	$2,016.97
757171	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757170	1	0.83	$23,819	$411	$1,639	$82.18	($193.65)	$1,938.95
757169	1	0.83	$23,819	$411	$1,639	$82.18	($111.20)	$2,021.40
757168	1	0.83	$23,819	$411	$1,639	$82.18	($111.76)	$2,020.85
757167	1	0.83	$23,819	$411	$1,639	$82.18	($111.94)	$2,020.66
757166	1	0.83	$23,819	$411	$1,639	$82.18	($111.76)	$2,020.85
757165	1	0.83	$23,819	$411	$1,639	$82.18	($111.39)	$2,021.21
757164	1	0.83	$23,819	$411	$1,639	$82.18	($110.09)	$2,022.51
757163	1	0.83	$23,819	$411	$1,639	$82.18	($102.67)	$2,029.93
757162	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757161	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757160	1	0.83	$23,819	$411	$1,639	$82.18	($143.52)	$1,989.08
757159	1	0.83	$23,819	$411	$1,639	$82.18	($116.37)	$2,016.23
757158	1	0.83	$23,819	$411	$1,639	$82.18	($180.97)	$1,951.63
757157	1	0.83	$23,819	$411	$1,639	$82.18	($108.58)	$2,024.02
757156	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757155	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757154	1	0.83	$23,819	$411	$1,639	$82.18	($107.11)	$2,025.50
757153	1	0.83	$23,819	$411	$1,639	$82.18	($106.37)	$2,026.23
757152	1	0.83	$23,819	$411	$1,639	$82.18	($106.37)	$2,026.23
757151	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757150	1	0.83	$23,819	$411	$1,639	$82.18	($104.15)	$2,028.45
757149	1	0.83	$23,819	$411	$1,639	$82.18	($121.36)	$2,011.25
757148	1	1.00	$28,698	$495	$1,975	$99.02	($117.29)	$2,452.11
757147	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757146	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757145	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757144	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757143	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757142	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757141	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757140	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757139	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757138	1	1.00	$28,698	$495	$1,975	$99.02	($109.54)	$2,459.86
757137	1	1.00	$28,698	$495	$1,975	$99.02	($117.48)	$2,451.92
757136	1	0.83	$23,819	$411	$1,639	$82.18	($113.79)	$2,018.81
757135	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757134	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757133	1	0.83	$23,819	$411	$1,639	$82.18	($107.11)	$2,025.50
757132	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757131	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757130	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757129	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757128	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757127	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757126	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757125	1	0.83	$23,819	$411	$1,639	$82.18	($110.46)	$2,022.14
757124	1	0.83	$23,819	$411	$1,639	$82.18	($114.34)	$2,018.26
757122	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757121	1	1.00	$28,698	$495	$1,975	$99.02	($119.33)	$2,450.07
757120	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757119	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757118	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757117	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757116	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757115	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757114	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757113	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757112	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757111[1]	1	0.40	$11,479	$198	$790	$39.61	($44.92)	$982.84
975256[1]		0.60	$17,219	$297	$1,185	$59.41	($67.38)	$1,474.25
757110	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757109	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757108	1	1.00	$28,698	$495	$1,975	$99.02	($117.29)	$2,452.11
757107	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757106	1	0.83	$23,819	$411	$1,639	$82.18	($169.89)	$1,962.71
757105	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757104	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757103	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757102	1	0.83	$23,819	$411	$1,639	$82.18	($169.89)	$1,962.71
757101	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757100	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757099	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757098	1	0.83	$23,819	$411	$1,639	$82.18	$0.00	$2,132.60
757097	1	0.83	$23,819	$411	$1,639	$82.18	($169.89)	$1,962.71
757096	1	0.83	$23,819	$411	$1,639	$82.18	($169.89)	$1,962.71
757095	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757094	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757093	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757092	1	0.83	$23,819	$411	$1,639	$82.18	($186.57)	$1,946.03
757091	1	0.83	$23,819	$411	$1,639	$82.18	($498.22)	$1,634.39
757090	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757089	1	0.83	$23,819	$411	$1,639	$82.18	($135.95)	$1,996.66

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757088	1	0.83	$23,819	$411	$1,639	$82.18	($112.86)	$2,019.74
757087	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757086	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757085	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757084	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757083	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757082	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757081	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757080	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757079	1	0.83	$23,819	$411	$1,639	$82.18	($114.89)	$2,017.71
757078	1	0.83	$23,819	$411	$1,639	$82.18	($109.73)	$2,022.88
757077	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757076	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757075	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757074	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757073	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757072	1	0.83	$23,819	$411	$1,639	$82.18	($102.67)	$2,029.93
757071	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757070	1	0.83	$23,819	$411	$1,639	$82.18	($119.51)	$2,013.09
Total	**275**	**242.38**	**$6,955,848**	**$120,000.00**	**$478,771.02**	**$24,000.00**	**($43,626.19)**	**$579,144.83**

1 - Parcel's Equivalent Unit, outstanding Assessment, and Annual Installment due are split based upon ownership records per the Denton County Appraisal District as of July 31, 2021 and as result, do not represent a new Lot Type.

APPENDIX D-2
PHASE #1 TIRZ CALCULATION - 2021-22

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
748987	$242.03	$0.00	$242.03	($72.61)	($72.61)
748988	$2,503.52	$0.00	$2,503.52	($751.06)	($751.06)
748989	$359.56	$0.00	$359.56	($107.87)	($107.87)
748990	$2,550.74	$0.00	$2,550.74	($765.22)	($765.22)
748991	$2,531.30	$0.00	$2,531.30	($759.39)	($759.39)
748992	$359.56	$0.00	$359.56	($107.87)	($107.87)
748993	$2,559.51	$0.00	$2,559.51	($383.93)	($383.93)
958868	$0.00	$0.00	$0.00	($383.93)	($383.93)
748994	$215.74	$0.00	$215.74	($64.72)	($64.72)
748995	$215.74	$0.00	$215.74	($64.72)	($64.72)
748996	$2,457.86	$0.00	$2,457.86	($737.36)	($737.36)
748997	$2,290.20	$0.00	$2,290.20	($687.06)	($687.06)
748998	$2,559.83	$0.00	$2,559.83	($767.95)	($767.95)
748999	$1,822.86	$0.00	$1,822.86	($546.86)	($546.86)
749000	$233.85	$0.00	$233.85	($70.16)	($70.16)
749001	$215.74	$0.00	$215.74	($64.72)	($64.72)
749002	$359.56	$0.00	$359.56	($107.87)	($107.87)
749003	$2,420.81	$0.00	$2,420.81	($726.24)	($726.24)
749004	$392.25	$0.00	$392.25	($117.68)	($117.68)
749005	$392.25	$0.00	$392.25	($117.68)	($117.68)
749006	$2,452.15	$0.00	$2,452.15	($735.65)	($735.65)
749007	$215.74	$0.00	$215.74	($64.72)	($64.72)
749008	$215.74	$0.00	$215.74	($64.72)	($64.72)
749009	$215.74	$0.00	$215.74	($64.72)	($64.72)
749010	$215.74	$0.00	$215.74	($64.72)	($64.72)
749011	$235.16	$0.00	$235.16	($70.55)	($70.55)
749012	$247.58	$0.00	$247.58	($74.27)	($74.27)
749013	$2,559.41	$0.00	$2,559.41	($767.82)	($767.82)
749014	$2,000.30	$0.00	$2,000.30	($600.09)	($600.09)
749015	$359.56	$0.00	$359.56	($107.87)	($107.87)
749016	$2,052.93	$0.00	$2,052.93	($615.88)	($615.88)
749017	$1,924.66	$0.00	$1,924.66	($577.40)	($577.40)
749018	$2,038.31	$0.00	$2,038.31	($611.49)	($611.49)
749019	$359.56	$0.00	$359.56	($107.87)	($107.87)
749020	$1,946.85	$0.00	$1,946.85	($584.06)	($584.06)
749021	$0.00	$0.00	$0.00	$0.00	$0.00
749022	$2,517.12	$0.00	$2,517.12	($755.14)	PREPAID
749023	$238.43	$0.00	$238.43	($71.53)	($71.53)
749024	$185.67	$0.00	$185.67	($55.70)	($55.70)
749025	$180.44	$0.00	$180.44	($54.13)	($54.13)
749026	$180.44	$0.00	$180.44	($54.13)	($54.13)
749027	$180.44	$0.00	$180.44	($54.13)	($54.13)
749028	$180.44	$0.00	$180.44	($54.13)	($54.13)
749029	$180.44	$0.00	$180.44	($54.13)	($54.13)
749030	$180.44	$0.00	$180.44	($54.13)	($54.13)
749031	$180.44	$0.00	$180.44	($54.13)	($54.13)
749032	$223.58	$0.00	$223.58	($67.07)	($67.07)
749033	$0.00	$0.00	$0.00	$0.00	$0.00
749034	$257.06	$0.00	$257.06	($77.12)	($77.12)
749035	$231.57	$0.00	$231.57	($69.47)	($69.47)
749036	$215.74	$0.00	$215.74	($64.72)	($64.72)
749037	$359.56	$0.00	$359.56	($107.87)	($107.87)
749038	$2,198.09	$0.00	$2,198.09	($659.43)	($659.43)
749039	$2,659.57	$0.00	$2,659.57	($797.87)	($797.87)
749040	$2,185.60	$0.00	$2,185.60	($655.68)	($655.68)
749041	$240.39	$0.00	$240.39	($72.12)	($72.12)
749042	$1,626.52	$0.00	$1,626.52	($487.96)	($487.96)
749043	$1,559.57	$0.00	$1,559.57	($467.87)	($467.87)

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
749044	$243.33	$0.00	$243.33	($73.00)	($73.00)
749045	$359.56	$0.00	$359.56	($107.87)	($107.87)
749046	$382.67	$0.00	$382.67	($114.80)	($114.80)
749047	$0.00	$0.00	$0.00	$0.00	$0.00
749048	$0.00	$0.00	$0.00	$0.00	$0.00
749049	$0.00	$0.00	$0.00	$0.00	$0.00
749050	$0.00	$0.00	$0.00	$0.00	$0.00
757294	$393.45	$0.00	$393.45	($118.04)	($118.04)
757293	$339.78	$0.00	$339.78	($101.93)	($101.93)
757292	$339.78	$0.00	$339.78	($101.93)	($101.93)
757291	$339.78	$0.00	$339.78	($101.93)	($101.93)
757290	$339.78	$0.00	$339.78	($101.93)	($101.93)
757289	$373.75	$0.00	$373.75	($112.13)	($112.13)
757288	$378.06	$0.00	$378.06	($113.42)	($113.42)
757287	$352.09	$0.00	$352.09	($105.63)	($105.63)
757286	$352.09	$0.00	$352.09	($105.63)	($105.63)
757285	$352.09	$0.00	$352.09	($105.63)	($105.63)
757284	$352.09	$0.00	$352.09	($105.63)	($105.63)
757283	$352.09	$0.00	$352.09	($105.63)	($105.63)
757282	$352.09	$0.00	$352.09	($105.63)	($105.63)
757281	$352.09	$0.00	$352.09	($105.63)	($105.63)
757280	$378.06	$0.00	$378.06	($113.42)	($113.42)
757279	$0.00	$0.00	$0.00	$0.00	$0.00
757278	$381.75	$0.00	$381.75	($114.53)	($114.53)
757277	$418.07	$0.00	$418.07	($125.42)	($125.42)
757276	$390.98	$0.00	$390.98	($117.29)	($117.29)
757275	$378.67	$0.00	$378.67	($113.60)	($113.60)
757274	$342.24	$0.00	$342.24	($102.67)	($102.67)
757273	$342.24	$0.00	$342.24	($102.67)	($102.67)
757272	$623.94	$0.00	$623.94	($187.18)	($187.18)
757271	$374.36	$0.00	$374.36	($112.31)	($112.31)
757270	$372.52	$0.00	$372.52	($111.76)	($111.76)
757269	$493.16	$0.00	$493.16	($147.95)	($147.95)
757268	$361.94	$0.00	$361.94	($108.58)	($108.58)
757267	$357.02	$0.00	$357.02	($107.11)	($107.11)
757266	$354.56	$0.00	$354.56	($106.37)	($106.37)
757265	$349.63	$0.00	$349.63	($104.89)	($104.89)
757264	$374.98	$0.00	$374.98	($112.49)	($112.49)
757263	$392.83	$0.00	$392.83	($117.85)	($117.85)
757262	$339.78	$0.00	$339.78	($101.93)	($101.93)
757261	$339.78	$0.00	$339.78	($101.93)	($101.93)
757260	$339.78	$0.00	$339.78	($101.93)	($101.93)
757259	$339.78	$0.00	$339.78	($101.93)	($101.93)
757258	$373.75	$0.00	$373.75	($112.13)	($112.13)
757257	$373.75	$0.00	$373.75	($112.13)	($112.13)
757256	$339.78	$0.00	$339.78	($101.93)	($101.93)
757255	$339.78	$0.00	$339.78	($101.93)	($101.93)
757254	$339.78	$0.00	$339.78	($101.93)	($101.93)
757253	$339.78	$0.00	$339.78	($101.93)	($101.93)
757252	$381.13	$0.00	$381.13	($114.34)	($114.34)
757251	$373.75	$0.00	$373.75	($112.13)	($112.13)
757250	$339.78	$0.00	$339.78	($101.93)	($101.93)
757249	$339.78	$0.00	$339.78	($101.93)	($101.93)
757248	$339.78	$0.00	$339.78	($101.93)	($101.93)
757247	$339.78	$0.00	$339.78	($101.93)	($101.93)
757246	$381.13	$0.00	$381.13	($114.34)	($114.34)
757244	$374.98	$0.00	$374.98	($112.49)	($112.49)
757243	$386.06	$0.00	$386.06	($115.82)	($115.82)

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
757242	$388.52	$0.00	$388.52	($116.56)	($116.56)
757241	$378.67	$0.00	$378.67	($113.60)	($113.60)
757240	$0.00	$0.00	$0.00	$0.00	$0.00
757239	$379.29	$0.00	$379.29	($113.79)	($113.79)
757238	$339.78	$0.00	$339.78	($101.93)	($101.93)
757237	$339.78	$0.00	$339.78	($101.93)	($101.93)
757236	$339.78	$0.00	$339.78	($101.93)	($101.93)
757235	$349.63	$0.00	$349.63	($104.89)	($104.89)
757234	$365.13	$0.00	$365.13	($109.54)	($109.54)
757233	$445.77	$0.00	$445.77	($133.73)	($133.73)
757232	$339.78	$0.00	$339.78	($101.93)	($101.93)
757231	$344.71	$0.00	$344.71	($103.41)	($103.41)
757230	$363.90	$0.00	$363.90	($109.17)	($109.17)
757229	$363.90	$0.00	$363.90	($109.17)	($109.17)
757228	$363.90	$0.00	$363.90	($109.17)	($109.17)
757227	$363.90	$0.00	$363.90	($109.17)	($109.17)
757226	$359.48	$0.00	$359.48	($107.84)	($107.84)
757225	$391.60	$0.00	$391.60	($117.48)	($117.48)
757224	$0.00	$0.00	$0.00	$0.00	$0.00
757223	$448.23	$0.00	$448.23	($134.47)	($134.47)
757222	$373.75	$0.00	$373.75	($112.13)	($112.13)
757221	$339.78	$0.00	$339.78	($101.93)	($101.93)
757220	$339.78	$0.00	$339.78	($101.93)	($101.93)
757219	$339.78	$0.00	$339.78	($101.93)	($101.93)
757218	$373.75	$0.00	$373.75	($112.13)	($112.13)
757217	$396.53	$0.00	$396.53	($118.96)	($118.96)
757216	$414.37	$0.00	$414.37	($124.31)	($124.31)
757215	$645.49	$0.00	$645.49	($193.65)	($193.65)
757214	$384.21	$0.00	$384.21	($115.26)	($115.26)
757213	$381.13	$0.00	$381.13	($114.34)	($114.34)
757212	$376.21	$0.00	$376.21	($112.86)	($112.86)
757211	$627.02	$0.00	$627.02	($188.11)	($188.11)
757210	$627.02	$0.00	$627.02	($188.11)	($188.11)
757209	$394.06	$0.00	$394.06	($118.22)	($118.22)
757208	$0.00	$0.00	$0.00	$0.00	$0.00
757207	$378.06	$0.00	$378.06	($113.42)	($113.42)
757206	$352.09	$0.00	$352.09	($105.63)	($105.63)
757205	$352.09	$0.00	$352.09	($105.63)	($105.63)
757204	$352.09	$0.00	$352.09	($105.63)	($105.63)
757203	$352.09	$0.00	$352.09	($105.63)	($105.63)
757202	$352.09	$0.00	$352.09	($105.63)	($105.63)
757201	$352.09	$0.00	$352.09	($105.63)	($105.63)
757200	$352.09	$0.00	$352.09	($105.63)	($105.63)
757199	$378.06	$0.00	$378.06	($113.42)	($113.42)
757198	$400.22	$0.00	$400.22	($120.07)	($120.07)
757197	$339.78	$0.00	$339.78	($101.93)	($101.93)
757196	$339.78	$0.00	$339.78	($101.93)	($101.93)
757195	$339.78	$0.00	$339.78	($101.93)	($101.93)
757194	$1,823.01	$0.00	$1,823.01	($546.90)	($546.90)
757193	$339.78	$0.00	$339.78	($101.93)	($101.93)
757192	$1,385.91	$0.00	$1,385.91	($415.77)	($415.77)
757191	$339.78	$0.00	$339.78	($101.93)	($101.93)
757190	$373.75	$0.00	$373.75	($112.13)	($112.13)
757189	$373.75	$0.00	$373.75	($112.13)	($112.13)
757188	$339.78	$0.00	$339.78	($101.93)	($101.93)
757187	$339.78	$0.00	$339.78	($101.93)	($101.93)
757186	$0.00	$0.00	$0.00	$0.00	$0.00
757185	$1,845.78	$0.00	$1,845.78	($553.73)	($553.73)

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
757184	$803.04	$0.00	$803.04	($240.91)	($240.91)
757183	$339.78	$0.00	$339.78	($101.93)	($101.93)
757182	$339.78	$0.00	$339.78	($101.93)	($101.93)
757181	$373.75	$0.00	$373.75	($112.13)	($112.13)
757180	$400.83	$0.00	$400.83	($120.25)	($120.25)
757179	$424.22	$0.00	$424.22	($127.27)	($127.27)
757178	$364.52	$0.00	$364.52	($109.36)	($109.36)
757177	$359.48	$0.00	$359.48	($107.84)	($107.84)
757176	$359.48	$0.00	$359.48	($107.84)	($107.84)
757175	$1,878.61	$0.00	$1,878.61	($563.58)	($563.58)
757174	$359.48	$0.00	$359.48	($107.84)	($107.84)
757173	$359.48	$0.00	$359.48	($107.84)	($107.84)
757172	$385.44	$0.00	$385.44	($115.63)	($115.63)
757171	$0.00	$0.00	$0.00	$0.00	$0.00
757170	$645.49	$0.00	$645.49	($193.65)	($193.65)
757169	$370.67	$0.00	$370.67	($111.20)	($111.20)
757168	$372.52	$0.00	$372.52	($111.76)	($111.76)
757167	$373.13	$0.00	$373.13	($111.94)	($111.94)
757166	$372.52	$0.00	$372.52	($111.76)	($111.76)
757165	$371.29	$0.00	$371.29	($111.39)	($111.39)
757164	$366.98	$0.00	$366.98	($110.09)	($110.09)
757163	$342.24	$0.00	$342.24	($102.67)	($102.67)
757162	$339.78	$0.00	$339.78	($101.93)	($101.93)
757161	$339.78	$0.00	$339.78	($101.93)	($101.93)
757160	$478.40	$0.00	$478.40	($143.52)	($143.52)
757159	$387.90	$0.00	$387.90	($116.37)	($116.37)
757158	$603.24	$0.00	$603.24	($180.97)	($180.97)
757157	$361.94	$0.00	$361.94	($108.58)	($108.58)
757156	$359.48	$0.00	$359.48	($107.84)	($107.84)
757155	$359.48	$0.00	$359.48	($107.84)	($107.84)
757154	$357.02	$0.00	$357.02	($107.11)	($107.11)
757153	$354.56	$0.00	$354.56	($106.37)	($106.37)
757152	$354.56	$0.00	$354.56	($106.37)	($106.37)
757151	$352.09	$0.00	$352.09	($105.63)	($105.63)
757150	$347.17	$0.00	$347.17	($104.15)	($104.15)
757149	$404.52	$0.00	$404.52	($121.36)	($121.36)
757148	$390.98	$0.00	$390.98	($117.29)	($117.29)
757147	$374.36	$0.00	$374.36	($112.31)	($112.31)
757146	$374.36	$0.00	$374.36	($112.31)	($112.31)
757145	$623.94	$0.00	$623.94	($187.18)	($187.18)
757144	$374.36	$0.00	$374.36	($112.31)	($112.31)
757143	$374.36	$0.00	$374.36	($112.31)	($112.31)
757142	$374.36	$0.00	$374.36	($112.31)	($112.31)
757141	$374.36	$0.00	$374.36	($112.31)	($112.31)
757140	$623.94	$0.00	$623.94	($187.18)	($187.18)
757139	$623.94	$0.00	$623.94	($187.18)	($187.18)
757138	$365.13	$0.00	$365.13	($109.54)	($109.54)
757137	$391.60	$0.00	$391.60	($117.48)	($117.48)
757136	$379.29	$0.00	$379.29	($113.79)	($113.79)
757135	$339.78	$0.00	$339.78	($101.93)	($101.93)
757134	$339.78	$0.00	$339.78	($101.93)	($101.93)
757133	$357.02	$0.00	$357.02	($107.11)	($107.11)
757132	$365.13	$0.00	$365.13	($109.54)	($109.54)
757131	$365.13	$0.00	$365.13	($109.54)	($109.54)
757130	$365.13	$0.00	$365.13	($109.54)	($109.54)
757129	$365.13	$0.00	$365.13	($109.54)	($109.54)
757128	$359.48	$0.00	$359.48	($107.84)	($107.84)
757127	$339.78	$0.00	$339.78	($101.93)	($101.93)

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
757126	$352.09	$0.00	$352.09	($105.63)	($105.63)
757125	$368.21	$0.00	$368.21	($110.46)	($110.46)
757124	$381.13	$0.00	$381.13	($114.34)	($114.34)
757122	$0.00	$0.00	$0.00	$0.00	$0.00
757121	$397.75	$0.00	$397.75	($119.33)	($119.33)
757120	$623.94	$0.00	$623.94	($187.18)	($187.18)
757119	$623.94	$0.00	$623.94	($187.18)	($187.18)
757118	$374.36	$0.00	$374.36	($112.31)	($112.31)
757117	$374.36	$0.00	$374.36	($112.31)	($112.31)
757116	$374.36	$0.00	$374.36	($112.31)	($112.31)
757115	$374.36	$0.00	$374.36	($112.31)	($112.31)
757114	$374.36	$0.00	$374.36	($112.31)	($112.31)
757113	$374.36	$0.00	$374.36	($112.31)	($112.31)
757112	$623.94	$0.00	$623.94	($187.18)	($187.18)
757111	$374.36	$0.00	$374.36	($44.92)	($44.92)
975256	$0.00	$0.00	$0.00	($67.38)	($67.38)
757110	$374.36	$0.00	$374.36	($112.31)	($112.31)
757109	$374.36	$0.00	$374.36	($112.31)	($112.31)
757108	$390.98	$0.00	$390.98	($117.29)	($117.29)
757107	$373.75	$0.00	$373.75	($112.13)	($112.13)
757106	$566.31	$0.00	$566.31	($169.89)	($169.89)
757105	$339.78	$0.00	$339.78	($101.93)	($101.93)
757104	$339.78	$0.00	$339.78	($101.93)	($101.93)
757103	$339.78	$0.00	$339.78	($101.93)	($101.93)
757102	$566.31	$0.00	$566.31	($169.89)	($169.89)
757101	$339.78	$0.00	$339.78	($101.93)	($101.93)
757100	$339.78	$0.00	$339.78	($101.93)	($101.93)
757099	$339.78	$0.00	$339.78	($101.93)	($101.93)
757098	$0.00	$0.00	$0.00	$0.00	$0.00
757097	$566.31	$0.00	$566.31	($169.89)	($169.89)
757096	$566.31	$0.00	$566.31	($169.89)	($169.89)
757095	$339.78	$0.00	$339.78	($101.93)	($101.93)
757094	$339.78	$0.00	$339.78	($101.93)	($101.93)
757093	$339.78	$0.00	$339.78	($101.93)	($101.93)
757092	$621.89	$0.00	$621.89	($186.57)	($186.57)
757091	$1,660.72	$0.00	$1,660.72	($498.22)	($498.22)
757090	$0.00	$0.00	$0.00	$0.00	$0.00
757089	$453.15	$0.00	$453.15	($135.95)	($135.95)
757088	$376.21	$0.00	$376.21	($112.86)	($112.86)
757087	$339.78	$0.00	$339.78	($101.93)	($101.93)
757086	$339.78	$0.00	$339.78	($101.93)	($101.93)
757085	$339.78	$0.00	$339.78	($101.93)	($101.93)
757084	$339.78	$0.00	$339.78	($101.93)	($101.93)
757083	$339.78	$0.00	$339.78	($101.93)	($101.93)
757082	$339.78	$0.00	$339.78	($101.93)	($101.93)
757081	$339.78	$0.00	$339.78	($101.93)	($101.93)
757080	$344.71	$0.00	$344.71	($103.41)	($103.41)
757079	$382.98	$0.00	$382.98	($114.89)	($114.89)
757078	$365.75	$0.00	$365.75	($109.73)	($109.73)
757077	$344.71	$0.00	$344.71	($103.41)	($103.41)
757076	$344.71	$0.00	$344.71	($103.41)	($103.41)
757075	$344.71	$0.00	$344.71	($103.41)	($103.41)
757074	$339.78	$0.00	$339.78	($101.93)	($101.93)
757073	$339.78	$0.00	$339.78	($101.93)	($101.93)
757072	$342.24	$0.00	$342.24	($102.67)	($102.67)
757071	$339.78	$0.00	$339.78	($101.93)	($101.93)
757070	$398.37	$0.00	$398.37	($119.51)	($119.51)
Total	**$147,937.75**	**$0.00**	**$147,937.75**	**($44,381.33)**	**($43,626.19)**

APPENDIX E-1
PHASE #2 MAJOR IMPROVEMENTS ASSESSMENT ROLL SUMMARY - 2021-22

Appendix E-1

2021-22 Phase #2 Major Improvements Assessment Roll Summary

Parcel	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
698873	189.75	$1,345,000	$10,000.00	$90,077.60	$20,000.00	($3,177.35)	$116,900.25
Total	**189.75**	**$1,345,000**	**$10,000.00**	**$90,077.60**	**$20,000.00**	**($3,177.35)**	**$116,900.25**

APPENDIX E-2
PHASE #2 MAJOR IMPROVEMENTS TIRZ CALCULATION - 2021-22

Appendix E-2
TIRZ Credit Calculation - Phase #2
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
698873	$10,591.17	$0.00	$10,591.17	($3,177.35)	($3,177.35)
Total	**#N/A**	**$0.00**	**$10,591.17**	**($3,177.35)**	**($3,177.35)**

APPENDIX F
PHASE #2 DIRECT IMPROVEMENTS ASSESSMENT ROLL SUMMARY - 2021-22

Appendix F

2021-22 Phase #2 Direct Improvements Assessment Roll Summary

Parcel	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	2021-22 Annual Installment
698873	189.75	$9,160,000	$0.00	$698,908.00	$25,000.00	$723,908.00
Total	**189.75**	**$9,160,000**	**$0.00**	**$698,908.00**	**$25,000.00**	**$723,908.00**

Date:	08/17/2021
Agenda Item #:	6. G.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1626 Approving the 2021-2022 Annual Service Plan Update for the Valencia Public Improvement District.**

DESCRIPTION:

The Valencia Public Improvement District was created pursuant to the Public Improvement District (PID) Act and a resolution of the Town Council on September 17, 2013. The Town of Little Elm has contracted with Municap, Inc. to provide administrative and management support services associated with the Valencia Public Improvement.

Municap, Inc.'s scope of services includes the annual determination of the special assessments to be collected from the property within the PID boundaries as well as updating the service and assessment plan and special assessment roll. In compliance with Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually.

This document is the annual update of the Service and Assessment Plan for 2021-2022. This Annual Service Plan update is related to the annual budget for the payment of PID obligations.

BUDGET IMPACT:

Valencia Annual PID Assessment for 2021-2022. Submittal to Denton County Tax office prior to October 1.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Report Valencia PID

Ordinance No. 1626 Valencia PID

Finance Department
Kelly Wilson, Chief Financial Officer
Phone: 214-975-0415
kwilson@littleelm.org

TOWN COUNCIL
CONSENT AGENDA
Date: August 17, 2021

PROJECT
Consider and Action to adopt **Ordinance No. 1626** an Ordinance of the Town of Little Elm, Texas approving the 2021-2022 Annual Service Plan Update for the **Valencia Public Improvement District**.

BACKGROUND – Annual Service Plan Summary

Assessed Value Changes of the PID

Year	Assessed Value
2014 Base Year	$4,073,238
2021 Certified TAV	$251,590,544

Infrastructure Improvements

Infrastructure*	Total Investment
Road improvements	$11,092,754
Water distribution system improvements	$4,054,415
Sanitary sewer improvements	$4,342,242
Storm drainage improvements	$2,016,518
Other soft and miscellaneous costs	$7,412,119
Total Improvement Cost	**$28,918,048**

*Includes improvements in four phases

Completed Homes as of June 30, 2021

Phase	Total Lots	Completed Homes	Percent Complete
Phase 1	210	209	99.52%
Improvement Area 2	444	428	96.40%
Phase 3B	139	94	67.63%
Total	**792**	**731**	**92.30%**

Outstanding PID Assessment

Phases	Outstanding Debt Obligation	Years Remaining for PID
Phase 1	$6,657,799	23 Years
Major Improvement Area	$6,468,375	27 Years
Phase 2	$12,054,428	27 Years
Phase 3	$2,505,306	27 Years

RECOMMENDED ACTION
Staff recommends Council adopt Ordinance 1626

ATTACHMENTS
Ordinance No. 1626
Exhibit A - Valencia Public Improvement District Annual Service Plan (Assessment Year 9/1/2021-8/31/2022)

TOWN OF LITTLE ELM

ORDINANCE NO. 1626

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM UPDATING THE VALENCIA PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL

WHEREAS, by Resolution No. 09171301 adopted on September 17, 2013, after notice and a public hearing in the manner required by law, the Town Council of the Town of Little Elm, Texas approved a resolution authorizing the creation of the Valencia Public Improvement District (the "District") of the Town of Little Elm; and

WHEREAS, the Town Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on August 23, 2013 in The Little Elm Journal, a newspaper of general circulation in the Town; and

WHEREAS, on February 13, 2014, after notice and a public hearing conducted in the manner required by law, the Town Council adopted Ordinance No. 1200 approving the Valencia Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conforms the original Assessment Roll to the principal and interest payment schedule required for the bonds and reimbursement agreements, and updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the Town Council now desires to proceed with the adoption of this Ordinance, which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the Town Council finds the passage of this Ordinance to be in the best interest for the citizens of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the **Valencia Annual Service Plan Update and updated Assessment Roll summary, attached hereto as Exhibit A**, are hereby accepted and approved.

SECTION 3: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 4: It is hereby declared to be the intention of the Town Council of the Town of Little Elm, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Little Elm without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 5: This Ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 6: PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 17TH DAY OF AUGUST 2021.

Approved by _____ **Date** _____
Mayor

Approved to form by _____ **Date** _____
Town Attorney

Certified by _____ **Date** _____
Town Secretary

Exhibit A

VALENCIA
PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)

AS APPROVED BY TOWN COUNCIL ON:
AUGUST 17, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

VALENCIA
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 – 8/31/22)

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 3

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 3
B. FIVE YEAR SERVICE PLAN 8
C. ANNUAL BUDGET – PHASE #1 9
D. ANNUAL INSTALLMENTS PER UNIT - PHASE #1 12
E. ANNUAL BUDGET – MAJOR IMPROVEMENT AREA 13
F. ANNUAL INSTALLMENTS PER UNIT – MAJOR IMPROVEMENT AREA 16
G. ANNUAL BUDGET – IMPROVEMENT AREA #2 17
H. ANNUAL INSTALLMENTS PER UNIT – IMPROVEMENT AREA #2 20
I. ANNUAL BUDGET – PHASE #3B 21
J. ANNUAL INSTALLMENTS PER UNIT - PHASE #3B 23
K. BOND REDEMPTION RELATED UPDATES 24

III. UPDATE OF THE ASSESSMENT PLAN 26

IV. UPDATE OF THE ASSESSMENT ROLL 27

A. PARCEL UPDATES 27
B. PREPAYMENT OF ASSESSMENTS 28

APPENDIX A - PID MAP

APPENDIX B – PREPAID PARCELS

APPENDIX C – ASSESSED VALUES

APPENDIX D-1 - PHASE #1 ASSESSMENT ROLL SUMMARY - 2021-22

APPENDIX D-2 - PHASE #1 TIRZ CREDIT CALCULATION

APPENDIX E-1 - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL SUMMARY – 2021-22

APPENDIX E-2 - MAJOR IMPROVEMENT AREA TIRZ CREDIT CALCULATION

APPENDIX F -1- IMPROVEMENT AREA #2 ASSESSMENT ROLL SUMMARY – 2021-22

APPENDIX F-2 - IMPROVEMENT AREA #2 TIRZ CREDIT CALCULATION

APPENDIX G - PHASE #3B LOCAL IMPROVEMENTS ASSESSMENT ROLL SUMMARY – 2021-22

I. INTRODUCTION

The Valencia Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the Town Council on September 13, 2013 to finance certain public improvement projects for the benefit of the property in the PID.

On February 21, 2014, the Town of Little Elm (the "Town") approved the issuance of the Town of Little Elm Texas Special Assessment Revenue Bonds, Series 2014 (Valencia Public Improvement District Phase #1 Project) (the "Phase #1 Bonds") in the aggregate principal amount of $4,000,000, and the Town of Little Elm, Texas Special Assessment Revenue Bonds, Series 2014 (Valencia Public Improvement District Phases #2-5 Major Improvement Project) (the "Phases #2-5 Bonds") in the aggregate principal amount of $12,240,000. The Phase #1 Bonds and Phases #2-5 Bonds were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the Phase #1 Reimbursement Agreement in the aggregate principal amount of $3,435,000 and, reimbursement obligations for the Phase #2 Reimbursement Agreement in the aggregate principal amount of $11,220,000 are secured by Assessments.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the Town identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements.

On February 20, 2018, the Town approved the issuance of the Phase #1 Refunding and Improvement Bonds, the Improvement Area #2 Refunding and Improvement Bonds and the Major Improvement Area Refunding Bonds. The Phase #1 Refunding and Improvement Bonds were issued to refund the 2014 Phase #1 Bonds and refinance the Phase #1 Reimbursement Agreement and are secured by the Phase #1 Assessments. The Improvement Area #2 Refunding and Improvement Bonds were issued to refund the pro rata portion of the 2014 Major Improvement Bonds relating to Improvement Area #2 and to refinance the pro rata portion of the Phase #2 Reimbursement Agreement relating to the Improvement Area #2 Local Improvements and are secured by the Improvement Area #2 Assessments. The Major Improvement Area Refunding Bonds are being issued to refund the pro rata portion of the 2014 Major Improvement Bonds relating to Phase #2B, Phase #3B, and Phase #4 and are secured by the Assessments shown on the Major Improvement Area Assessment Roll.

The Service and Assessment Plan was initially updated on June 6, 2017 for Phase #2 and was again updated on February 20, 2018 (collectively, the "Updated Service and Assessment Plan") to incorporate the refunding and additional bond issuances described above. Pursuant to Chapter 372, Texas Local Government Code, the Updated Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Updated Service and Assessment Plan for 2021-22.

The Town also adopted the Phase # 1 Assessment Roll, Major Improvement Area Assessment Roll, Improvement Area #2 Assessment Roll, and Phase #3B Local Improvement Assessment Roll attached as Appendix D, Appendix F, and Appendix H, respectively, to the Updated Service and Assessment Plan, identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Updated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Rolls for 2021-22.

Capitalized terms used herein shall have the meanings specified in the Updated Service and Assessment Plan, unless defined otherwise in this update.

(the remainder of this page left intentionally blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Phase #1 Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on February 20, 2018, the initial total estimated costs of the Phase #1 Improvements, including Phase #1's share of Major Improvement costs and bond issuance, were equal to $7,435,000. According to the Developer, the actual costs spent to date of the Phase #1 Improvements, including Phase #1's share of Major Improvements costs and bond issuance, were equal to $8,087,804 as of August 4, 2021. As described in the Closing Instruction Letter dated March 15, 2018, the actual issuance costs of the Phase #1 Refunding and Improvement Bonds were $1,457,006.

According to the Developer Quarterly Improvement Implementation Report dated December 31, 2017, the Phase #1 Improvements were completed and accepted by the Town on June 24, 2015.

Table II-A on the following page summarizes the updated sources and uses of funds required to (1) construct the Phase #1 Improvements, (2) establish the PID, and (3) issue Phase #1 Refunding and Improvement Bonds. For additional details regarding the Phase #1 Improvements, refer to the following link for the most recent Developer's Quarterly Improvement Implementation Report.

https://emma.msrb.org/ES1022227-ES799705-ES1201049.pdf

(the remainder of this page is intentionally left blank)

Table II-A
Updated Sources and Uses of Funds
Phase #1 Refunding and Improvement Bonds

Sources of Funds	Initial Budget	Budget Changes	Revised Budget[1]	Actual Funded[2]	Remaining to be Funded
Bond par amount (Series 2014)	$505,002	$0	$505,002	$505,002	$0
Bond Par Amount (Series 2018 Refunding)	$6,929,998	$0	$6,929,998	$6,929,998	$0
Other funding sources	$0	$694,119	$694,119	$652,804	$41,315
Total Sources	**$7,435,000**	**$694,119**	**$8,129,119**	**$8,087,804**	**$41,315**
					$0
Uses of Funds					$0
Major Improvements					$0
Road improvements	$721,517	($1,687)	$719,830	$626,269	$93,561
Water distribution system improvements	$280,685	$10,984	$291,669	$287,022	$4,647
Sanitary sewer improvements	$290,984	($680)	$290,304	$270,881	$19,423
Storm drainage improvements	$79,114	($186)	$78,928	$94,195	($15,267)
Other soft and miscellaneous costs	$627,811	($1,586)	$626,225	$687,274	($61,049)
Subtotal: Major Improvements	*$2,000,111*	*$6,845*	*$2,006,956*	*$1,965,641*	*$41,315*
					$0
Phase #1 Improvements					$0
Road improvements	$1,799,960	$0	$1,799,960	$1,799,960	$0
Water distribution system improvements	$468,155	$0	$468,155	$468,155	$0
Sanitary sewer improvements	$600,493	$0	$600,493	$600,493	$0
Storm drainage improvements	$372,030	$0	$372,030	$372,030	$0
Other soft and miscellaneous costs	$737,245	$687,274	$1,424,519	$1,424,519	$0
Subtotal: Phase #1 Improvements	*$3,977,883*	*$687,274*	*$4,665,157*	*$4,665,157*	*$0*
Bond issuance costs	$1,457,006	$0	$1,457,006	$1,457,006	$0
Total Uses	**$7,435,000**	**$694,119**	**$8,129,119**	**$8,087,804**	**$41,315**

1 - According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021.
2 - According to the Developer as of August 4, 2021.

Phase #1 Cost Variances

As stated in Table II-A above, there is a significant variance of $694,119 between the initial estimated budget and the revised budget. The net increase will be funded by the Developer.

(the remainder of this page is intentionally left blank)

Major Improvement Area Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on February 20, 2018, the initial total estimated costs of the Major Improvements, including bond issuance costs, were equal to $7,720,338. According to the Developer, the actual costs spent to date of the Major Improvements, including bond issuance, were equal to $7,744,990 as of August 4, 2021. As described in the Closing Instruction Letter dated March 15, 2018, the actual issuance costs of the PID Bonds were $1,786,963.

Table II-B below summarizes the updated sources and uses of funds required to (1) construct the Major Improvements, (2) establish the PID, and (3) issue Major Improvement Refunding and Improvement Bonds. For additional details regarding the Major Improvements, refer to the following link for the most recent Developer's Quarterly Improvement Implementation Report.

https://emma.msrb.org/P11511982-P11170277-P11585973.pdf

Table II-B
Updated Sources and Uses of Funds
Major Improvement Area Refunding Bonds

Sources of Funds	**Initial Budget**	**Budget Changes**	**Revised Budget[1]**	**Actual Funded[2]**	**Remaining to be Funded**
Bond par amount (Series 2014)	$6,607,070	$0	$6,607,070	$6,607,070	$0
Bond Par Amount (Series 2018 MI Refunding)	$1,113,268	$0	$1,113,268	$1,113,268	$0
Other funding sources	$0	$56,989	$56,989	$24,653	$24,653
Total Sources	**$7,720,338**	**$56,989**	**$7,777,327**	**$7,744,990**	**$24,653**
Uses of Funds					
Major Improvements					
Road improvements	$2,140,398	$8,151	$2,148,549	$1,898,276	$250,273
Water distribution system improvements	$832,658	$37,917	$870,575	$869,989	$587
Sanitary sewer improvements	$863,211	$3,287	$866,498	$821,062	$45,436
Storm drainage improvements	$234,692	$894	$235,586	$285,514	($49,928)
Other soft and miscellaneous costs	$1,862,415	$6,741	$1,869,156	$2,083,186	($214,030)
Subtotal: Major Improvements	*$5,933,375*	*$56,989*	*$5,990,364*	*$5,958,027*	*$32,336*
Bond issuance costs	$1,786,963	$0	$1,786,963	$1,786,963	$0
Total Uses	**$7,720,338**	**$56,989**	**$7,777,327**	**$7,744,990**	**$32,336**

1 - According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021.
2 - According to the Developer as of August 4, 2021.

Major Improvement Cost Variances

As stated in Table II-B above, there is a variance of $56,989 between the initial estimated budget and the revised budget. The net increase will be funded by the Developer.

Improvement Area #2 Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on February 20, 2018, the initial total estimated costs of the Improvement Area #2 Local Improvements, including Improvement Area #2's share of the Major Improvement costs and bond issuance costs, were equal to $16,511,941. According to the Developer, the actual costs spent to date of the Improvement Area #2 Local Improvements, including Improvement Area #2's share of the Major Improvement costs and bond issuance costs, were equal to $17,492,793 as of August 4, 2021. As described in the Closing Instruction Letter dated March 15, 2018, the actual issuance costs of the PID Bonds were $3,208,280.

According to the Developer Quarterly Improvement Implementation Report dated June 30, 2018, the Improvement Area #2 Improvements were completed and accepted on January 19, 2018.

Table II-C on the following page summarizes the updated sources and uses of funds required to (1) construct the Improvement Area #2 Improvements, (2) establish the PID, and (3) issue Improvement Area #2 Refunding and Improvement Bonds. For additional Improvement Area #2 Local Improvement development-related information, refer to the link below:

https://emma.msrb.org/ER1215154-ER951229-ER1352217.pdf

(the remainder of this page is intentionally left blank)

Table II-C
Updated Sources and Uses of Funds
Improvement Area #2 Refunding and Improvement Bonds

Sources of Funds	Initial Budget	Actual Amount Spent[1]	Variance
Bond par amount (Series 2014)	$3,867,930	$3,867,930	$0
Bond Par Amount (Series 2018 MI Refunding)	$651,732	$651,732	$0
IA #2 Bonds	$8,673,847	$8,673,847	$0
Other funding Sources	$3,318,432	$4,299,283	$980,851
Total Sources	**$16,511,941**	**$17,492,793**	**$980,851**
Uses of Funds			
Major Improvements			
Road improvements	$1,253,038	$1,111,294	($141,744)
Water distribution system improvements	$487,457	$509,311	$21,854
Sanitary sewer improvements	$505,344	$480,669	($24,675)
Storm drainage improvements	$137,394	$167,147	$29,752
Other soft and miscellaneous costs	$1,090,301	$1,219,545	$129,244
Subtotal: Major Improvements	*$3,473,533*	*$3,487,966*	*$14,432*
IA #2 Improvements			
Road improvements	$4,118,714	$4,421,148	$302,434
Water distribution system improvements	$1,100,434	$1,664,105	$563,671
Sanitary sewer improvements	$1,250,067	$1,917,592	$667,525
Storm drainage improvements	$608,659	$981,977	$373,318
Other soft and miscellaneous costs	$2,752,254	$1,811,725	($940,529)
Subtotal: IA #2 Improvements	*$9,830,128*	*$10,796,547*	*$966,419*
Bond issuance costs	$3,208,280	$3,208,280	$0
Total Uses	**$16,511,941**	**$17,492,793**	**$980,851**

1 - Actual Amount Spent was reported by the Developer as of August 4, 2021.

Improvement Area #2 Cost Variances

As stated in Table II-C above, there is a significant variance of $980,851 between the initial estimated budget and the actual amount spent. The net increase in actual costs were funded by the Developer.

Phase #3B Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on February 20, 2018, the initial total estimated costs of the Phase #3B Improvements were equal to $2,885,572. According to the Developer, the actual costs spent to date of the Phase #3B Improvements were equal to $2,044,710 as of August 4, 2021.

According to the Developer Quarterly Improvement Implementation Report dated June 30, 2020, the Phase #3B Improvements were completed and accepted on July 9, 2019.

Table II-D below summarizes the updated sources and uses of funds required to (1) construct the Phase #3B Improvements, and (2) establish the PID.

Table II-D
Updated Sources and Uses of Funds
Phase #2 Reimbursement Agreement

Sources of Funds	**Initial Budget**	**Actual Amount Spent[1]**	**Variance**
Par amount[2]	$2,546,153	$2,044,710	($501,443)
Other funding sources	$339,419	$0	($339,419)
Total Sources	**$2,885,572**	**$2,044,710**	**($840,862)**
			$0
Uses of Funds			$0
Phases #3B Improvements			$0
Road improvements	$1,209,023	$1,235,807	$26,784
Water distribution system improvements	$323,026	$255,833	($67,193)
Sanitary sewer improvements	$366,949	$251,545	($115,404)
Storm drainage improvements	$178,668	$115,655	($63,014)
Other soft including Right of Way and miscellaneous costs	$807,906	$185,870	($622,036)
Total Uses	**$2,885,572**	**$2,044,710**	**($840,862)**

1 - Actual Amount Spent was reported by the Developer as of August 4, 2021.
2 - Par amount represents the Phase #3B pro rata share of the Phase #2 Reimbursement Agreement.

Phase #3B Cost Variances

As stated in Table II-D above, there is a significant variance of $840,862 less than the initial estimated budget.

B. FIVE YEAR SERVICE PLAN

According to the PID Act, a service plan must cover a period of five years. The updated estimated budgets for the Authorized Improvements are shown in Section II.A of this report, and the Annual Installments expected to be collected for these costs during the next five years are shown in Table II-E on the following page.

(the remainder of this page is intentionally left blank)

Table II-E
Annual Projected Costs and Annual Projected Indebtedness (2014-2027)

Assessment Year ending 09/01	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Phase #1 Projected Annual Installments[2]	Major Improvement Area Projected Annual Installments[2]	Improvement Area #2 Projected Annual Installments	Phase #3B Projected Annual Installments
2014-2021[1]	$32,390,700	$30,895,000	$1,495,700	$3,756,820	$7,213,885	$3,732,393	$540,126
2022	$0	$0	$0	$361,851	$615,546	$681,911	$271,690
2023	$0	$0	$0	$576,090	$623,410	$994,992	$199,084
2024	$0	$0	$0	$577,090	$624,000	$996,560	$201,216
2025	$0	$0	$0	$577,522	$624,623	$993,160	$203,152
2026	$0	$0	$0	$577,387	$625,273	$994,148	$204,892
2027	$0	$0	$0	$576,685	$626,900	$994,212	$207,572
Total	**$32,390,700**	**$30,895,000**	**$1,495,700**	**$7,003,445**	**$10,953,637**	**$9,387,377**	**$1,827,732**

1 – Assessment years ending 2014 through 2022 reflect actual Annual Installments and are net of applicable reserve fund income, capitalized interest and TIRZ Credits. Assessment years 2023 through 2027 reflect projected Annual Installments and are subject to change.
2 – Assessment years Ending 2014 through 2018 represent Annual Installments billed for for the Series 2014 Improvement Bonds and Assessment Years Ending 2019 through 2027 represent Annual Installments billed or projected to be billed for the Series 2018 Refunding and Improvement Bonds.

C. ANNUAL BUDGET – PHASE #1

Phase #1 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment securing the Phase #1 Refunding and Improvement Bonds shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Phase #1 Refunding and Improvement Bonds, of which twenty-three (23) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #1 Refunding and Improvement Bonds. The effective interest rate on the Phase #1 Refunding and Improvement Bonds is 6.60 percent per annum for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #1A Bonds (6.60 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

(the remainder of this page is intentionally left blank)

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan and Bond Ordinance, applicable Trust Indenture, such the TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1 Refunding and Improvement Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Trust Indenture.

Phase #1 Annual Installments to be Collected for 2021-22

The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-F below.

Table II-F
Budget for the Phase #1 Annual Installments to be Collected for 2021-22

Descriptions	Phase #1 Refunding and Improvement Bonds
Interest payment on March 1, 2022	$219,796
Interest payment on September 1, 2022	$219,796
Principal payment on September 1, 2022	$74,354
Subtotal debt service on bonds	*$513,947*
Administrative Expenses	$40,000
Excess interest for prepayment and delinquency reserves	$33,289
Subtotal Expenses	*$587,236*
Available TIRZ Credit	($221,658)
Available reserve fund income	($3,726)
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	*($225,384)*
Annual Installments	**$361,851**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $219,796 and on September 1, 2022 in the amount of $219,796, which equal interest on the outstanding Assessments balance of $6,657,799 for six months each and an effective interest rate of 6.60 percent. Annual Installments to be collected include a principal amount of $74,354 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $513,947.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, Trustee, Auditor expenses and contingency fees. As shown in Table II-G below, the total Phase #1 administrative expenses to be collected for 2021-22 are estimated to be $40,000.

Table II-G
Phase #1 Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$3,100
PID Administrator	$20,000
Trustee	$9,500
Auditor	$3,900
Contingency	$3,500
Total	**$40,000**

Available TIRZ Credit

According to the Town, there have been TIRZ increments collected in tax year 2020 in the total amount of $221,658 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within Phase #1. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. The Phase #1 TIRZ Credit calculations are shown in Appendix D-2 of this report.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $522,352, which includes the Bond Reserve Requirement of $518,626. As a result, the excess balance available to pay the PID debt service is $3,726 and pursuant to Section 6.7(d) of the Trust Indenture, that amount should be transferred to the Bond Fund and used to pay interest on the Phase #1 Bonds on the next interest payment date.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $18,334. Approximately $18,334 are anticipated to be used until January 31, 2021. As a result, there are no funds available to reduce the administrative expense portion of the Annual Installment.

D. ANNUAL INSTALLMENTS PER UNIT - PHASE #1

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Refunding and Improvement Bonds, to fund the prepayment reserve and delinquency reserve and to cover Administrative Expenses of Phase #1.

According to the Updated Service and Assessment Plan, 210 units representing 177.89 total Equivalent Units are built within Phase #1 of the PID. According to Trustee records, one 60' Lot has prepaid their Phase #1 Assessment in full and one 60' Lot has paid a portion of its Phase #1 Assessment balance as of July 31, 2021. As a result, the outstanding Phase #1 total Equivalent Units are 176.81 (177.89 - 0.81 – 0.27 = 176.81). Accordingly, the net principal, interest, prepayment and delinquency reserve portion of Annual Installment to be collected from each Equivalent Unit for Phase #1 will be $3,073.91 (i.e. ($513,947 + $33,289 - $3,726) ÷ 176.81 = $3,073.91).

Administrative Expenses will continue to be collected from all Parcels with an outstanding Assessment balance based on each Parcel's original Equivalent Unit. Administrative Expenses to be collected from each Equivalent Unit for Phase #1A will be $225.89 (i.e. $40,000 ÷ 177.08 = $225.89).

As a result, the total Annual Installment to be collected from each Equivalent Unit for Phase #1 will be $3,299.80 (i.e. $3,073.91 + $225.89 = $3,299.80) less a portion the applicable TIRZ Credit shown in Appendix D-1 for each Parcel within Phase #1. The Annual Installment to be collected from each Parcel within Phase #1 is calculated by multiplying the Annual Installment for each Equivalent Unit of $3,299.80 by the total estimated Equivalent Units for each Parcel in Phase #1.

The Annual Installment due to be collected from each Land Use Class in Phase #1 for 2021-22 is shown in Table II-H on the following page.

Table II-H
Annual Installment Per Unit – Phase #1

Land Use Class	Annual Installment Per Equivalent Unit[1]	Equivalent Unit Factor	Annual Installment Per Land Use Class[1,2]
Lot Type 1 (80' Lot)	$3,299.80	1.00	$3,299.80
Lot Type 3 (60' Lot)	$3,299.80	0.81	$2,672.84

1 – Annual Installment per Equivalent Unit and Annual Installment per Land Class Use represents the gross Annual Installment to be billed and does not reflect applicable TIRZ Credits.
2 – Annual Installment per Equivalent Unit does not reflect Annual Installments to be billed for partially, or fully, prepaid Parcels.

The list of Parcels within Phase #1 of the PID, the estimated number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment for Principal and Interest, the Administrative Expenses, the applicable TIRZ Credit and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix D-1.

E. ANNUAL BUDGET – MAJOR IMPROVEMENT AREA

Major Improvement Area - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Major Improvement Area Refunding Bonds. As a result of the Major Improvement Area Refunding Bonds issuance, the timing and structure of the Annual Installments were adjusted to allow the repayment to occur over thirty annual installments beginning with the tax year following the issuance of the Major Improvement Area Refunding Bonds, of which twenty-seven (27) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Major Improvement Area Refunding Bonds commencing with the issuance of the Major Improvement Area Refunding Bonds. The effective interest rate on the Major Improvement Area Refunding Bonds is 8.35 percent for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Major Improvement Area Refunding Bonds (8.35 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Major Improvement Area Refunding Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Trust Indenture.

Major Improvement Area Annual Installments to be Collected for 2021-22

The budget for Major Improvement Area of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-I below.

Table II-I
Budget for the Major Improvement Area Annual Installments to be Collected for 2021-22

Descriptions	Major Improvement Area Refunding Bonds
Interest payment on March 1, 2022	$270,121
Interest payment on September 1, 2022	$270,121
Principal payment on September 1, 2022	$18,446
Subtotal debt service on bonds	*$558,688*
Administrative Expenses	$54,000
Excess interest for prepayment and delinquency reserves	$32,342
Subtotal Expenses	*$645,029*
Available TIRZ Credit	($29,483)
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	*($29,483)*
Annual Installments	**$615,546**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $270,121 and on September 1, 2021 in the amount of $270,121 which equal interest on the outstanding Major Improvement Area Assessments balance of $6,468,375 for six months each and an effective interest rate of 8.35 percent. Annual Installments to be collected include a principal amount of $18,446 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $558,688.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, Trustee, Auditor expenses and contingency fees. As shown in Table II-J below, the total Major Improvement Area administrative expenses to be collected for 2021-22 are estimated to be $54,000.

Table II-J
Major Improvement Area Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$7,500
PID Administrator	$24,000
Trustee	$8,500
Auditor	$9,500
Contingency	$4,500
Total	**$54,000**

Available TIRZ Credit

According to the Town, there have been TIRZ increments collected in tax year 2020 in the total amount of $29,764 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within the Major Improvement Area of the PID. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. The Major Improvement Area TIRZ Credit calculations are shown in Appendix E-2 of this report.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $566,639, which includes the Bond Reserve Requirement of $560,438 and investment income in the amount of $6,201, which was budgeted to be used to pay debt service on September 1, 2021. As a result, there are no funds available in the Reserve fund to reduce the 2021-22 Annual Installment.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $27,438. Approximately $27,438 are anticipated to be used until January 31, 2021. As a result, there are no funds available to reduce the administrative expense portion of the Annual Installment.

F. ANNUAL INSTALLMENTS PER UNIT – MAJOR IMPROVEMENT AREA

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Major Improvement Area Bonds, to fund the prepayment reserve and delinquency reserve and to cover Administrative Expenses of the Major Improvement Area.

According to the Updated Service and Assessment Plan, 656 units representing 539.20 total Equivalent Units are estimated to be built within the Major Improvement Area of the PID. Accordingly, the Annual Assessment for Principal and Interest portion of Annual Installment to be collected from each Equivalent Unit will be $1,096.12 (i.e. ($558,688 + $32,342) ÷ 539.20 = $1,096.12) and the Administrative Expenses to be collected from each Equivalent Unit will be $100.15 (i.e. $54,000 ÷ 539.20 = $100.15). As a result, the total Annual Installment to be collected from each Equivalent Unit within the Major Improvement Area will be $1,196.27 (i.e. $1,096.12 + $100.15 = $1,196.27). The Annual Installment to be collected from each Parcel within the Major Improvement Area is calculated by multiplying the Annual Installment for each Equivalent Unit of $1,196.27 by the total estimated Equivalent Units for each Parcel in the Major Improvement Area.

The Annual Installment due to be collected from each Land Use Class in the Major Improvement Area for 2021-22 is shown in Table II-K on the following page.

(the remainder of this page is intentionally left blank)

Table II-K
Annual Installment Per Unit – Major Improvement Area

Land Use Class	Annual Installment Per Equivalent Unit[1]	Equivalent Unit Factor	Annual Installment Per Land Use Class[1]
Lot Type 1 (80' Lot)	$1,196.27	1.00	$1,196.27
Lot Type 2 (70' Lot)	$1,196.27	0.92	$1,100.57
Lot Type 3 (60' Lot)	$1,196.27	0.81	$968.98
Lot Type 4 (50' Lot)	$1,196.27	0.76	$909.17
Lot Type 5 (40' Lot)	$1,196.27	0.65	$777.58
Lot Type 6 (25' Lot)	$1,196.27	0.47	$562.25

1 – Annual Installment per Equivalent Unit and Annual Installment per Land Class Use represents the gross Annual Installment to be billed and does not reflect applicable TIRZ Credits.

The list of Parcels within the Major Improvement Area of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment for Principal and Interest, the Administrative Expenses, the applicable TIRZ Credit and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix E-1.

G. ANNUAL BUDGET – IMPROVEMENT AREA #2

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment securing the Improvement Area #2 Refunding and Improvement Bonds shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Improvement Area #2 Refunding and Improvement Bonds, of which twenty-seven (27) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Improvement Area #2 Refunding and Improvement Bonds. The effective interest rate on the Improvement Area #2 Refunding and Improvement Bonds is 6.27 percent per annum for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Improvement Area #2 Refunding and Improvement Bonds (6.27 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

(the remainder of this page is intentionally left blank)

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan and Bond Ordinance, such as the TIRZ Credit and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Improvement Area #2 Refunding and Improvement Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment reserve and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Trust Indenture.

Improvement Area #2 - Annual Installments to be Collected for 2021-22

The budget for Improvement Area #2 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-L below.

Table II-L
Budget for the Improvement Area #2 Annual Installments to be Collected for 2021-22

Descriptions	Improvement Area #2 Refunding and Improvement Bonds
Interest payment on March 1, 2022	$377,839
Interest payment on September 1, 2022	$377,839
Principal payment on September 1, 2022	$141,586
Subtotal debt service on bonds	*$897,263*
Administrative Expenses	$47,000
Excess interest for prepayment and delinquency reserves	$60,272
Subtotal Expenses	*$1,004,535*
Available TIRZ Credit	($322,624)
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	*($322,624)*
Annual Installments	**$681,911**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $377,839 and on September 1, 2022 in the amount of $377,839 which equal interest on the outstanding Improvement Area #2 Assessments balance of $12,054,428 for six months each and an effective interest rate of 6.27 percent. Annual Installments to be collected include a principal amount of $141,586 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $897,263.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, Trustee, Auditor expenses and contingency fees. As shown in Table II-M below, the Improvement Area #2 total administrative expenses to be collected for 2021-22 are estimated to be $47,000.

Table II-M
Improvement Area #2 Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$6,400
PID Administrator	$18,000
Trustee	$10,000
Auditor	$8,200
Contingency	$4,400
Total	**$47,000**

Available TIRZ Credit

According to the Town, there have been TIRZ increments collected in tax year 2020 in the total amount of $322,624 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within Improvement Area #2 of the PID. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. The Improvement Area #2 TIRZ Credit calculations are shown in Appendix F-2 of this report.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $915,108, which includes the Bond Reserve Requirement of $905,125 and investment income in the amount of $9,983, which was budgeted to be used to pay debt service on September 1, 2021. As a result, there are no funds available in the Reserve fund to reduce the 2021-22 Annual Installment.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $34,125. Approximately $34,125 are anticipated to be used until January 31, 2021. As a result, there are no funds available to reduce the administrative expense portion of the Annual Installment.

H. ANNUAL INSTALLMENTS PER UNIT – IMPROVEMENT AREA #2

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Improvement Area #2 Refunding and Improvement Bonds, to fund the prepayment reserve and delinquency reserve and to cover Administrative Expenses of Improvement Area #2. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel.

According to the Developer, 444 units representing 315.66 total Equivalent Units are expected to be built within Improvement Area #2 of the PID. According to Trustee records, two 60' Lots have prepaid their Improvement Area #2 Assessment in full. As a result, the outstanding Improvement Area #2 total Equivalent Units are 314.36 (315.66 - 0.65 - 0.65 = 314.36). Accordingly, the Annual Assessment for Principal and Interest to be collected will be $3,045.98 (i.e. ($897,263 + $60,272) ÷ 314.36 = $3,045.98) and the Administrative Expenses to be collected from each Equivalent Unit will be $149.51 (i.e. $47,000 ÷ 314.36 = $149.51). As a result, the total Annual Installment to be collected from each Equivalent Unit within Improvement Area #2 will be $3,195.49 (i.e. $3,045.98 + $149.51 = $3,195.49). The Annual Installment to be collected from each Parcel within Improvement Area #2 (before any applicable TIRZ Credit) is calculated by multiplying the Annual Installment for each Equivalent Unit of $3,195.49 by the total estimated Equivalent Units for each Parcel in Improvement Area #2.

The Annual Installment due to be collected from each Land Use Class in the Improvement Area #2 for 2021-22 is shown in Table II-N on the following page.

(the remainder of this page is intentionally left blank)

Table II-N
Annual Installment Per Unit – Improvement Area #2

Land Use Class	Annual Installment Per Equivalent Unit[1]	Equivalent Unit Factor	Annual Installment Per Land Use Class[1,2]
Lot Type 3 (60' Lot)	$3,195.49	0.81	$2,588.35
Lot Type 4 (50' Lot)	$3,195.49	0.76	$2,428.58
Lot Type 5 (40' Lot)	$3,195.49	0.65	$2,077.07

1 – Annual Installment per Equivalent Unit and Annual Installment per Land Class Use represents the gross Annual Installment to be billed and does not reflect applicable TIRZ Credits.
2 – Annual Installment per Equivalent Unit does not reflect Annual Installments to be billed for partially, or fully, prepaid Parcels.

The list of Parcels within Improvement Area #2 of the PID, the estimated number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment for Principal and Interest, the Administrative Expenses, the applicable TIRZ Credit and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix F-1.

I. ANNUAL BUDGET – PHASE #3B

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the timeframe stipulated in the 2017 annual updates and Ordinance No. 1441 approved by Town Council on December 19, 2017 (the "Deferral Ordinance") following the conditions stipulated in the Deferral Ordinance for the collection of Annual Installments within Phase #2.

Pursuant to the Deferral Ordinance, the collection of the Assessment associated with the Phase #2 Improvements (which includes the Phase #3B Local Improvements), including the Phase #2 Annual Installments reflected in the Annual Service Plan Update was deferred until the earlier of (i) the date Assessments to support one or more bonds issued to finance Authorized Improvements within the PID are levied or (ii) June 5, 2019, the date immediately preceding the two year anniversary of the levy of Assessments on property (excluding non-benefitted property) located within Phase #2 of the PID. The Assessments shall be due and payable as Annual Installments due for the Phase #2 Improvements without any interest or penalty for past due payments and will be processed in the same manner as other Assessments related to improvements and expenses within the PID are processed, which Assessments shall be due and payable by January 31 of the calendar year immediately following the item reflected in (i) or (ii) above, as applicable.

(the remainder of this page is intentionally left blank)

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #3B Reimbursement Agreement commencing with the issuance of the Phase #3B Reimbursement Agreement. The effective interest rate on the Phase #3B Reimbursement Agreement is 9.01 percent for 2021-22. Accordingly, the effective interest rate on the Phase #3B Reimbursement Agreement (9.01 percent) are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #3B Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Phase #3B Reimbursement Agreement Annual Installments to be Collected for 2021-22

The budget for Phase #3B of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-O below.

Table II-O
Budget for the Phase #3B Annual Installments
to be Collected for 2021-22

Descriptions	Phase #3B Reimbursement Agreement
Interest payment on March 1, 2022	$112,864
Interest payment on September 1, 2022	$112,864
Principal payment on September 1, 2022	$24,962
Subtotal debt service on reimbursement agreement	*$250,690*
Administrative Expenses	$21,000
Subtotal Expenses	*$271,690*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$271,690**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $112,864 and on September 1, 2022 in the amount of $112,864 which equal interest on the outstanding Phase #3B Reimbursement Assessment balance of $2,505,306 for six months each and an effective interest rate of 9.01 percent. Annual Installments to be collected include a principal amount of $24,962 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $250,690.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, Trustee, Auditor expenses and contingency fees. As shown in Table II-P below, the Improvement Area #2 total administrative expenses to be collected for 2021-22 are estimated to be $21,000.

Table II-P
Phase #3B Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$2,000
PID Administrator	$15,000
Trustee	$0
Auditor	$2,600
Contingency	$1,400
Total	**$21,000**

Available Administrative Expense Account

As of June 30, 2021, there are no funds available to reduce the administrative expense portion of the Annual Installment.

J. Annual Installments Per Unit - Phase #3B

According to the Updated Service and Assessment Plan, 139 units representing 92.66 total Equivalent Units are estimated to be built within Phase #3B of the PID. Accordingly, the Annual Assessment for Principal and Interest portion of Annual Installment to be collected from each Equivalent Unit will be $2,705.49 (i.e. $250,690 ÷ 92.66 = $2,705.49) and the Administrative Expenses to be collected from each Equivalent Unit will be $226.64 (i.e. $21,000 ÷ 92.66 = $226.64). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #3B will be $2,932.12 (i.e. $2,705.49 + $226.64 = $2,932.12). The Annual Installment to be collected from each Parcel within Phase #3B is calculated by multiplying the Annual Installment for each Equivalent Unit of $2,932.12 by the total estimated Equivalent Units for each Parcel in Phase #3B.

The Annual Installment due to be collected from each Land Use Class in Phase #3B for 2021-22 is shown in Table II-Q below.

Table II-Q
Annual Installment Per Unit – Phase #3B

Land Use Class	Annual Installment Per Equivalent Unit[1]	Equivalent Unit Factor	Annual Installment Per Land Use Class[1]
Lot Type 4 (50' Lot)	$2,932.12	0.76	$2,228.41
Lot Type 5 (40' Lot)	$2,932.12	0.65	$1,905.88

1 – Annual Installment per Equivalent Unit and Annual Installment per Land Class Use represents the gross Annual Installment to be billed and does not reflect applicable TIRZ Credits.

The list of Parcels within Phase #3B of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment for Principal and Interest, the Administrative Expenses, the applicable TIRZ Credit and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix G.

K. BOND REDEMPTION RELATED UPDATES

Phase #1 Refunding and Improvement Bonds

The Phase #1 Refunding and Improvement Bonds were issued in February 2018. Pursuant to Section 4.3 of the Trust Indenture relating to the Phase #1 Refunding and Improvement Bonds, the Town reserves the right and option to redeem the Phase #1 Refunding and Improvement Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2028**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the Trust Indenture.

Major Improvement Area Refunding Bonds

The Major Improvement Area Refunding Bonds were issued in February 2018. Pursuant to Section 4.3 of the Trust Indenture relating to the Major Improvement Area Refunding Bonds, the Town reserves the right and option to redeem the Major Improvement Area Refunding Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2028**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the Trust Indenture.

Improvement Area #2 Refunding and Improvement Bonds

The Improvement Area #2 Refunding and Improvement Bonds were issued in February 2018. Pursuant to Section 4.3 of the Trust Indenture relating to the Improvement Area #2 Refunding and Improvement Bonds, the Town reserves the right and option to redeem the Improvement Area #2 Refunding and Improvement Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2028**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the Trust Indenture.

(the remainder of this page left intentionally blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Updated Service and Assessment Plan adopted by the Town Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

Assessment Methodology

This method of assessing property has not been changed other than those described in the initial Annual Service Plan Update for 2016 approved on August 2, 2016 and Assessed Property will continue to be assessed as provided for in the Updated Service and Assessment Plan.

(the remainder of this page left intentionally blank)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in 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.H of this Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix D-1, E-1, F-1 and G. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Updated Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Denton County CAD online records, Phase #3B of the PID were subdivided in 2019 and the Assessments were allocated proportionally according to lot type. The various Phase #3B Lots were officially recognized within the Denton County Appraisal District records for 2020.

The 2020-21 Annual Service Plan Update was amended and approved by Town Council on January 19, 2021, pursuant to the amended Phase #3B Lot Type identification provided by the project engineer on November 12, 2020. These changes do not affect the budget and are limited to updating the Phase #3B Assessment Roll as shown in the Phase #3B Assessment Roll Summary as shown in Appendix G.

B. PREPAYMENT OF ASSESSMENTS

Parcel 662606 has paid their Phase #1 Assessments in full and Parcels 717668 and 717719 have paid their Improvement Area #2 Assessments in full as of June 30, 2021. As of the same date, Parcel 662543 has made a partial prepayment in the amount of $10,000.

The complete Assessment Roll is available for review at the Town Hall, located at 100 W Eldorado Pkwy, Little Elm, Texas 75068.

(the remainder of this page left intentionally blank)

Appendix A
PID MAP

EXHIBIT D
CONCEPT PLAN

Existing Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 1		62.4
60'x 120' Lot	169	
80'x 135' Lot	41	
Total Lots	210	
Phase 2A		51.9
60'x 120' Lot	154	
Total Lots	154	
Phase 3		80.7
3A 40'x 100' Lot	126	24.2
3A 50'x 115' Lot	14	
3B 40'x 100' Lot	118	28.5
3B 50'x 115' Lot	21	
3C 40'x 100' Lot	142	28.0
3C 50'x 115' Lot	8	
Total Lots	429	

Phase 2B - Amendment No. 4

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B 60'x 120' Lot	175	
Total Lots	175	

Proposed Phase 2B - Amendment No. 6

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8
2B-2 60'x 120' Lot	90	28.9
Total Lots	179	

Phase 4 - Amendment No. 4

Future Phases

DATA TABLE

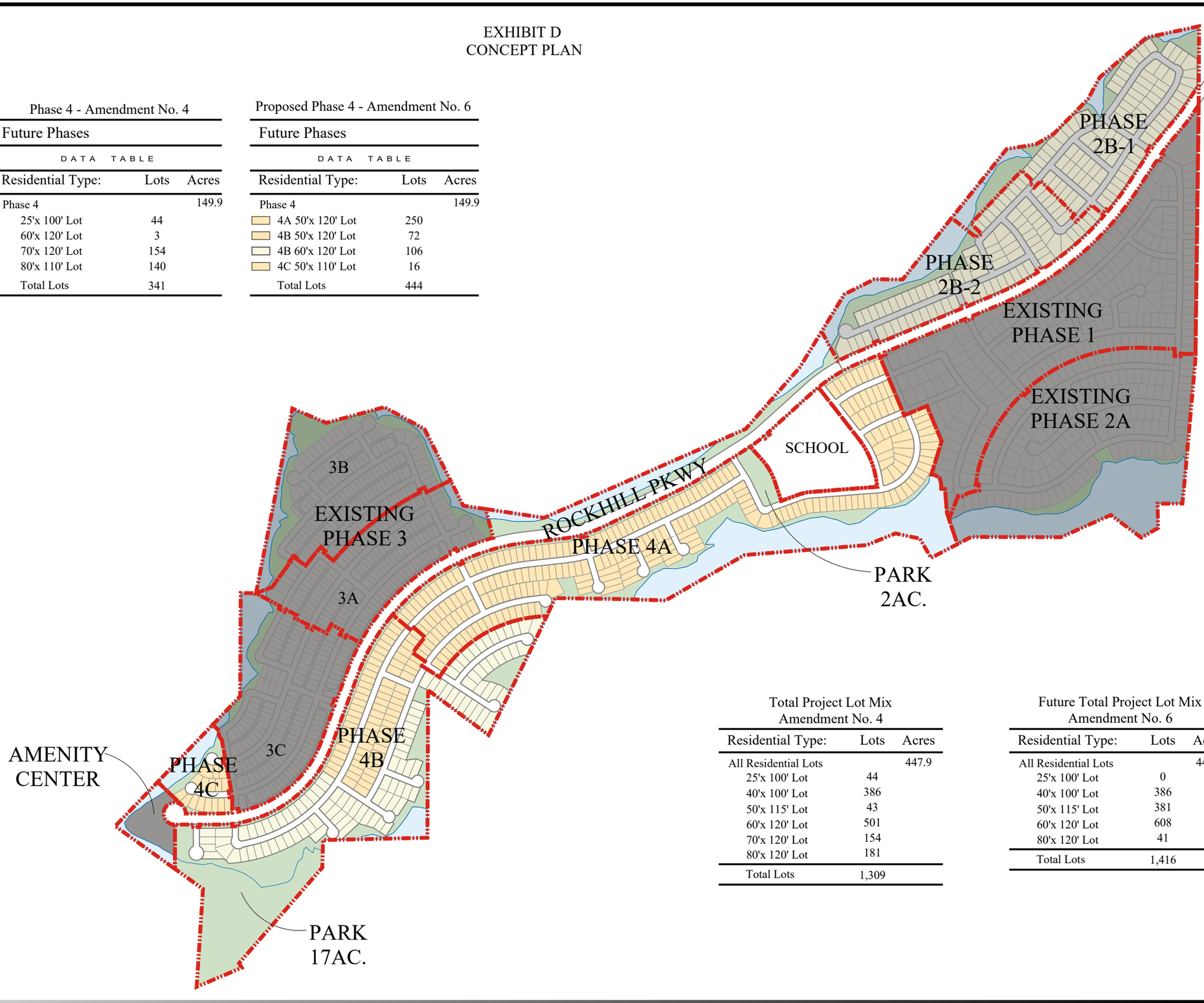
Residential Type:	Lots	Acres
Phase 4		149.9
25'x 100' Lot	44	
60'x 120' Lot	3	
70'x 120' Lot	154	
80'x 110' Lot	140	
Total Lots	341	

Proposed Phase 4 - Amendment No. 6

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	16	
Total Lots	444	



Total Project Lot Mix
Amendment No. 4

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	44	
40'x 100' Lot	386	
50'x 115' Lot	43	
60'x 120' Lot	501	
70'x 120' Lot	154	
80'x 120' Lot	181	
Total Lots	1,309	

Future Total Project Lot Mix
Amendment No. 6

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	0	
40'x 100' Lot	386	
50'x 115' Lot	381	
60'x 120' Lot	608	
80'x 120' Lot	41	
Total Lots	1,416	

S:\2019\2019004-00 Valencia\CAD\04-EXHIBITS\2019004-00LP11ValenciaExhibit D 01132021.dwg Jan 13,2021 - 4:55 pm chancock

Appendix B
Prepaid Parcels

APPENDIX B
LIST OF PREPAID PARCELS

Parcel ID	Prepayment Date	Amount	Full/Partial
662606	5/25/2018	$31,554.88	Full
662543	4/9/2021	$10,000.00	Partial
717668	12/13/2019	$25,817.82	Full
717719	5/11/2021	$25,216.79	Full

Appendix C
Assessed Values

APPENDIX C
ASSESSED VALUE BY PHASE

Phase	Parcels	2021 Assessed Value[1]
Phase #1	215	$81,972,841
Improvement Area #2	453	$135,601,856
Major Improvement Area Parent Parcels	6	$2,046,984
Phase #3B	140	$26,518,098
Total	**814**	**$246,139,779**

1 - Per Denton CAD records as of August 4, 2021. Denton CAD records did not provide values for eighteen (18) properties throughout the PID.

Appendix D-1
PHASE #1 ASSESSMENT ROLL SUMMARY – 2021-22

Appendix D-1
Assessment Roll Summary - Phase #1
2021-22

Parcel	Lot Type	Equivalent Unit Factor	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
662496	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,042.69)	$1,630.15
662497	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($569.71)	$2,103.12
662498	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($670.10)	$2,002.74
662499	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($574.69)	$2,098.15
662500	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($653.93)	$2,018.90
662501	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,178.10)	$1,494.73
662502	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,130.19)	$1,542.64
662503	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,225.34)	$1,447.50
662504	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,243.19)	$1,429.65
662505	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,133.18)	$1,539.65
662506	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($959.35)	$1,713.49
662507	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($612.32)	$2,060.52
662508	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($675.51)	$1,997.32
662509	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($900.92)	$1,771.91
662510	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,076.54)	$1,596.30
662511	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($920.86)	$1,751.97
662512	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($875.55)	$1,797.28
744817[1]	3	0.41	$15,249.98	$170.31	$998.37	$76.25	$91.48	($521.11)	$815.31
662513[1]	3	0.41	$15,249.98	$170.31	$998.37	$76.25	$91.48	($536.05)	$800.37
662514	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($629.51)	$2,043.32
662515	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,188.24)	$1,484.59
662516	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,057.81)	$1,615.02
662517	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,064.66)	$1,608.18
662518	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,036.14)	$1,636.69
662519	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($917.65)	$1,755.19
662520	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,079.41)	$1,593.43
662521	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,022.11)	$1,650.72
662522	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,138.21)	$1,534.62
662523	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,111.12)	$1,561.71
662524	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,110.87)	$1,561.96
662525	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,303.40)	$1,369.43
662526	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($971.76)	$1,701.07
662527	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,175.01)	$1,497.82
662528	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
662529	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,404.81)	$1,268.03
662530	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,245.08)	$1,427.75
662531	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,105.79)	$1,567.04
662532	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,080.28)	$1,592.56
662533	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	$0.00	$2,672.84
662534	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,066.64)	$1,606.19
662535	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($981.10)	$1,691.74
662536	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,261.94)	$1,410.90
662537	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	$0.00	$2,672.84
662538	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,120.73)	$1,552.10
662539	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,071.64)	$1,601.19
662540	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,314.03)	$1,358.81
662541	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,044.60)	$1,628.24
662542	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,225.34)	$1,447.50
662543	3	0.54	$20,478.44	$228.70	$1,340.66	$102.39	$182.97	($1,243.27)	$611.46
662544	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,322.29)	$1,350.54
662545	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,372.61)	$1,300.23
662546	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,129.70)	$1,543.13
662547	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,165.57)	$1,507.27
662548	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,074.93)	$1,597.91
662549	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,087.88)	$1,584.96
662550	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,075.91)	$1,596.93
662551	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,105.79)	$1,567.04
662552	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($886.44)	$1,786.40
662553	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($639.65)	$2,033.18
662554	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,026.32)	$1,646.52
662555	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,120.73)	$1,552.10
662556	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,068.48)	$1,604.36
662557	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,157.38)	$1,515.46
662558	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,069.15)	$1,603.68
662559	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,144.16)	$1,528.67
662560	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,044.54)	$1,628.30
662561	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,057.98)	$1,614.86
662562	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,062.37)	$1,610.47
662563	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,024.70)	$1,648.13
662564	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,210.90)	$1,461.93
662565	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($969.21)	$1,703.62
662566	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,075.91)	$1,596.93

Parcel	Lot Type	Equivalent Unit Factor	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
662567	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,066.51)	$1,606.33
662568	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,164.65)	$1,508.19
662569	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,022.08)	$1,650.75
662570	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,176.49)	$1,496.35
662571	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,072.00)	$1,600.83
662572	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,126.45)	$1,546.39
662573	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,168.55)	$1,504.28
662574	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,065.11)	$1,607.73
662575	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,302.24)	$1,370.60
662576	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,237.86)	$1,434.97
662577	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,231.62)	$1,441.22
662578	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,026.72)	$1,646.11
662579	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,041.35)	$1,631.48
662580	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,107.24)	$1,565.59
662581	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,309.70)	$1,363.13
662582	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
662583	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,272.84)	$1,400.00
662584	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,001.19)	$1,671.65
662585	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,225.04)	$1,447.79
662586	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($957.69)	$1,715.14
662587	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,009.68)	$1,663.15
662588	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,019.44)	$1,653.40
662589	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,204.77)	$1,468.06
662590	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,185.36)	$1,487.47
662591	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,011.03)	$1,661.80
662592	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,201.12)	$1,471.72
662593	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,241.25)	$1,431.59
662594	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,180.51)	$1,492.33
662595	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,225.04)	$1,447.79
662596	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($916.31)	$1,756.53
662597	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,054.99)	$1,617.85
662598	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
662599	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,071.41)	$1,601.42
662600	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,013.88)	$1,658.96
662601	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($960.00)	$1,712.84
662602	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($967.47)	$1,705.37
662603	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,353.82)	$1,319.01
662604	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,411.91)	$1,260.92
662605	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,042.22)	$1,630.61
662606	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
662607	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($910.97)	$1,761.87
662608	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,014.96)	$1,657.87
662609	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,222.35)	$1,450.49
662610	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	$0.00	$2,672.84
662611	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,111.77)	$1,561.07
662612	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,055.86)	$1,616.97
662613	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,037.06)	$1,635.78
662614	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($824.97)	$1,847.87
662615	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($927.06)	$1,745.78
662616	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,021.72)	$1,651.12
662617	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,135.68)	$1,537.15
662618	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,270.07)	$1,402.76
662619	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,198.44)	$1,474.39
662620	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,093.84)	$1,579.00
662621	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($983.26)	$1,689.58
662622	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,030.24)	$1,642.60
662623	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,270.17)	$1,402.67
662624	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,209.91)	$1,462.93
662625	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,090.50)	$1,582.34
662626	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,084.87)	$1,587.96
662627	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($595.16)	$2,077.67
662628	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,233.06)	$1,439.77
662629	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,060.96)	$1,611.87
662630	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($885.91)	$1,786.93
662631	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($804.06)	$1,868.78
662632	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,190.45)	$1,482.39
662633	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,204.74)	$1,468.09
662634	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($918.85)	$1,753.99
662635	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,108.14)	$1,564.70
662636	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($986.25)	$1,686.59
662637	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,046.02)	$1,626.81
662638	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,371.14)	$1,301.69
662639	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,216.37)	$1,456.46
662640	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,240.28)	$1,432.56
662641	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,318.31)	$1,354.53
662642	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,515.66)	$1,157.18

Parcel	Lot Type	Equivalent Unit Factor	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
662643	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,042.79)	$1,630.05
662644	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,102.23)	$1,570.60
662645	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,262.15)	$1,410.68
662646	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,086.23)	$1,586.60
662647	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,208.25)	$1,464.58
662648	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,334.78)	$1,338.06
662649	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,154.70)	$1,518.14
662650	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,146.47)	$1,526.37
662651	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,023.96)	$1,648.88
662652	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,026.15)	$1,646.69
662653	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($950.44)	$1,722.39
662654	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,180.56)	$1,492.28
662655	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,335.96)	$1,963.84
662656	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	$0.00	$3,299.80
662657	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,072.19)	$2,227.61
662658	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,134.99)	$2,164.81
662659	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,477.16)	$1,822.64
662660	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,207.71)	$2,092.09
662661	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,292.47)	$2,007.33
662662	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($829.78)	$2,470.01
662663	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,362.58)	$1,937.22
662664	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,399.11)	$1,900.68
662665	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,180.51)	$2,119.29
662666	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,150.62)	$2,149.18
662667	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,409.82)	$1,889.98
662668	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,315.00)	$1,984.80
662669	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,282.93)	$2,016.87
662670	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	$0.00	$3,299.80
662671	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($912.07)	$2,387.73
662672	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,089.11)	$2,210.68
662673	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,322.44)	$1,977.35
662674	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,360.55)	$1,939.25
662675	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,228.76)	$2,071.04
662676	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
662677	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,049.01)	$1,623.83
662678	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($257.77)	$2,415.06
662679	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($257.77)	$2,415.06
662680	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,330.96)	$1,341.87
662681	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,020.98)	$1,651.86
662682	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($910.25)	$1,762.59
662683	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,091.18)	$1,581.65
662684	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($896.59)	$1,776.24
662685	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	$0.00	$2,672.84
662686	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($50.64)	$2,622.19
662687	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,052.05)	$1,620.79
662688	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,282.27)	$1,390.56
662689	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,347.68)	$1,952.12
662690	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,253.27)	$2,046.53
662691	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,311.09)	$1,988.70
662692	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,049.79)	$2,250.00
662693	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,096.83)	$2,202.97
662694	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($983.26)	$2,316.54
662695	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,128.59)	$2,171.20
662696	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,195.45)	$2,104.34
662697	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,171.04)	$2,128.76
662698	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,154.11)	$2,145.69
662699	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,492.65)	$1,807.14
662700	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,412.37)	$1,887.43
662701	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,339.16)	$1,960.64
662702	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,210.39)	$1,462.44
662703	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,197.69)	$2,102.11
662704	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,258.91)	$2,040.89
662705	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	$0.00	$3,299.80
662706	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,186.49)	$2,113.31
662707	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,240.28)	$2,059.52
662708	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,133.31)	$2,166.49
662709	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,216.37)	$2,083.42
662710	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**176.81**	**$6,657,798.97**	**$74,353.85**	**$435,866.98**	**$33,288.99**	**$40,000.00**	**($221,658.37)**	**$361,851.46**

1 - Parcel's Equivalent Unit, Outstanding Assesssment, and Annual Installment due are split based upon ownership records per the Denton County Appraisal District as of August 4, 2021 and as a result, do not represent a new Lot Type.

Appendix D-2
PHASE #1 TIRZ CREDIT CALCULATIONS – 2021-22

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
662496	$0.00	$2,266.71	$2,266.71	($1,042.69)	($1,042.69)
662497	$0.00	$1,238.51	$1,238.51	($569.71)	($569.71)
662498	$0.00	$1,456.73	$1,456.73	($670.10)	($670.10)
662499	$0.00	$1,249.32	$1,249.32	($574.69)	($574.69)
662500	$0.00	$1,421.59	$1,421.59	($653.93)	($653.93)
662501	$0.00	$2,561.09	$2,561.09	($1,178.10)	($1,178.10)
662502	$0.00	$2,456.94	$2,456.94	($1,130.19)	($1,130.19)
662503	$0.00	$2,663.78	$2,663.78	($1,225.34)	($1,225.34)
662504	$0.00	$2,702.58	$2,702.58	($1,243.19)	($1,243.19)
662505	$0.00	$2,463.44	$2,463.44	($1,133.18)	($1,133.18)
662506	$0.00	$2,085.54	$2,085.54	($959.35)	($959.35)
662507	$0.00	$1,331.12	$1,331.12	($612.32)	($612.32)
662508	$0.00	$1,468.51	$1,468.51	($675.51)	($675.51)
662509	$0.00	$1,958.53	$1,958.53	($900.92)	($900.92)
662510	$0.00	$2,340.30	$2,340.30	($1,076.54)	($1,076.54)
662511	$0.00	$2,001.88	$2,001.88	($920.86)	($920.86)
662512	$0.00	$1,903.38	$1,903.38	($875.55)	($875.55)
744817[1]	$0.00	$1,132.85	$1,132.85	($521.11)	($521.11)
662513[1]	$0.00	$1,165.33	$1,165.33	($536.05)	($536.05)
662514	$0.00	$1,368.51	$1,368.51	($629.51)	($629.51)
662515	$0.00	$2,583.14	$2,583.14	($1,188.24)	($1,188.24)
662516	$0.00	$2,299.59	$2,299.59	($1,057.81)	($1,057.81)
662517	$0.00	$2,314.47	$2,314.47	($1,064.66)	($1,064.66)
662518	$0.00	$2,252.48	$2,252.48	($1,036.14)	($1,036.14)
662519	$0.00	$1,994.89	$1,994.89	($917.65)	($917.65)
662520	$0.00	$2,346.54	$2,346.54	($1,079.41)	($1,079.41)
662521	$0.00	$2,221.98	$2,221.98	($1,022.11)	($1,022.11)
662522	$0.00	$2,474.38	$2,474.38	($1,138.21)	($1,138.21)
662523	$0.00	$2,415.48	$2,415.48	($1,111.12)	($1,111.12)
662524	$0.00	$2,414.94	$2,414.94	($1,110.87)	($1,110.87)
662525	$0.00	$2,833.48	$2,833.48	($1,303.40)	($1,303.40)
662526	$0.00	$2,112.53	$2,112.53	($971.76)	($971.76)
662527	$0.00	$2,554.37	$2,554.37	($1,175.01)	($1,175.01)
662528	$0.00	$0.00	$0.00	$0.00	$0.00
662529	$0.00	$3,053.93	$3,053.93	($1,404.81)	($1,404.81)
662530	$0.00	$2,706.70	$2,706.70	($1,245.08)	($1,245.08)
662531	$0.00	$2,403.90	$2,403.90	($1,105.79)	($1,105.79)
662532	$0.00	$2,348.43	$2,348.43	($1,080.28)	($1,080.28)
662533	$0.00	$0.00	$0.00	$0.00	$0.00
662534	$0.00	$2,318.79	$2,318.79	($1,066.64)	($1,066.64)
662535	$0.00	$2,132.82	$2,132.82	($981.10)	($981.10)
662536	$0.00	$2,743.34	$2,743.34	($1,261.94)	($1,261.94)
662537	$0.00	$0.00	$0.00	$0.00	$0.00
662538	$0.00	$2,436.38	$2,436.38	($1,120.73)	($1,120.73)
662539	$0.00	$2,329.66	$2,329.66	($1,071.64)	($1,071.64)
662540	$0.00	$2,856.58	$2,856.58	($1,314.03)	($1,314.03)
662541	$0.00	$2,270.86	$2,270.86	($1,044.60)	($1,044.60)
662542	$0.00	$2,663.78	$2,663.78	($1,225.34)	($1,225.34)
662543	$0.00	$2,702.76	$2,702.76	($1,243.27)	($1,243.27)
662544	$0.00	$2,874.55	$2,874.55	($1,322.29)	($1,322.29)
662545	$0.00	$2,983.93	$2,983.93	($1,372.61)	($1,372.61)
662546	$0.00	$2,455.87	$2,455.87	($1,129.70)	($1,129.70)
662547	$0.00	$2,533.84	$2,533.84	($1,165.57)	($1,165.57)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
662548	$0.00	$2,336.80	$2,336.80	($1,074.93)	($1,074.93)
662549	$0.00	$2,364.95	$2,364.95	($1,087.88)	($1,087.88)
662550	$0.00	$2,338.93	$2,338.93	($1,075.91)	($1,075.91)
662551	$0.00	$2,403.90	$2,403.90	($1,105.79)	($1,105.79)
662552	$0.00	$1,927.04	$1,927.04	($886.44)	($886.44)
662553	$0.00	$1,390.55	$1,390.55	($639.65)	($639.65)
662554	$0.00	$2,231.13	$2,231.13	($1,026.32)	($1,026.32)
662555	$0.00	$2,436.38	$2,436.38	($1,120.73)	($1,120.73)
662556	$0.00	$2,322.78	$2,322.78	($1,068.48)	($1,068.48)
662557	$0.00	$2,516.04	$2,516.04	($1,157.38)	($1,157.38)
662558	$0.00	$2,324.24	$2,324.24	($1,069.15)	($1,069.15)
662559	$0.00	$2,487.31	$2,487.31	($1,144.16)	($1,144.16)
662560	$0.00	$2,270.73	$2,270.73	($1,044.54)	($1,044.54)
662561	$0.00	$2,299.95	$2,299.95	($1,057.98)	($1,057.98)
662562	$0.00	$2,309.50	$2,309.50	($1,062.37)	($1,062.37)
662563	$0.00	$2,227.61	$2,227.61	($1,024.70)	($1,024.70)
662564	$0.00	$2,632.40	$2,632.40	($1,210.90)	($1,210.90)
662565	$0.00	$2,106.98	$2,106.98	($969.21)	($969.21)
662566	$0.00	$2,338.93	$2,338.93	($1,075.91)	($1,075.91)
662567	$0.00	$2,318.50	$2,318.50	($1,066.51)	($1,066.51)
662568	$0.00	$2,531.84	$2,531.84	($1,164.65)	($1,164.65)
662569	$0.00	$2,221.92	$2,221.92	($1,022.08)	($1,022.08)
662570	$0.00	$2,557.58	$2,557.58	($1,176.49)	($1,176.49)
662571	$0.00	$2,330.44	$2,330.44	($1,072.00)	($1,072.00)
662572	$0.00	$2,448.80	$2,448.80	($1,126.45)	($1,126.45)
662573	$0.00	$2,540.33	$2,540.33	($1,168.55)	($1,168.55)
662574	$0.00	$2,315.45	$2,315.45	($1,065.11)	($1,065.11)
662575	$0.00	$2,830.95	$2,830.95	($1,302.24)	($1,302.24)
662576	$0.00	$2,691.01	$2,691.01	($1,237.86)	($1,237.86)
662577	$0.00	$2,677.43	$2,677.43	($1,231.62)	($1,231.62)
662578	$0.00	$2,232.01	$2,232.01	($1,026.72)	($1,026.72)
662579	$0.00	$2,263.81	$2,263.81	($1,041.35)	($1,041.35)
662580	$0.00	$2,407.05	$2,407.05	($1,107.24)	($1,107.24)
662581	$0.00	$2,847.18	$2,847.18	($1,309.70)	($1,309.70)
662582	$0.00	$0.00	$0.00	$0.00	$0.00
662583	$0.00	$2,767.04	$2,767.04	($1,272.84)	($1,272.84)
662584	$0.00	$2,176.50	$2,176.50	($1,001.19)	($1,001.19)
662585	$0.00	$2,663.14	$2,663.14	($1,225.04)	($1,225.04)
662586	$0.00	$2,081.94	$2,081.94	($957.69)	($957.69)
662587	$0.00	$2,194.96	$2,194.96	($1,009.68)	($1,009.68)
662588	$0.00	$2,216.17	$2,216.17	($1,019.44)	($1,019.44)
662589	$0.00	$2,619.07	$2,619.07	($1,204.77)	($1,204.77)
662590	$0.00	$2,576.87	$2,576.87	($1,185.36)	($1,185.36)
662591	$0.00	$2,197.90	$2,197.90	($1,011.03)	($1,011.03)
662592	$0.00	$2,611.12	$2,611.12	($1,201.12)	($1,201.12)
662593	$0.00	$2,698.36	$2,698.36	($1,241.25)	($1,241.25)
662594	$0.00	$2,566.32	$2,566.32	($1,180.51)	($1,180.51)
662595	$0.00	$2,663.14	$2,663.14	($1,225.04)	($1,225.04)
662596	$0.00	$1,991.97	$1,991.97	($916.31)	($916.31)
662597	$0.00	$2,293.45	$2,293.45	($1,054.99)	($1,054.99)
662598	$0.00	$0.00	$0.00	$0.00	$0.00
662599	$0.00	$2,329.16	$2,329.16	($1,071.41)	($1,071.41)
662600	$0.00	$2,204.08	$2,204.08	($1,013.88)	($1,013.88)
662601	$0.00	$2,086.95	$2,086.95	($960.00)	($960.00)
662602	$0.00	$2,103.19	$2,103.19	($967.47)	($967.47)
662603	$0.00	$2,943.09	$2,943.09	($1,353.82)	($1,353.82)
662604	$0.00	$3,069.38	$3,069.38	($1,411.91)	($1,411.91)
662605	$0.00	$2,265.70	$2,265.70	($1,042.22)	($1,042.22)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
662606	$0.00	$0.00	$0.00	$0.00	PREPAID
662607	$0.00	$1,980.36	$1,980.36	($910.97)	($910.97)
662608	$0.00	$2,206.44	$2,206.44	($1,014.96)	($1,014.96)
662609	$0.00	$2,657.28	$2,657.28	($1,222.35)	($1,222.35)
662610	$0.00	$0.00	$0.00	$0.00	$0.00
662611	$0.00	$2,416.89	$2,416.89	($1,111.77)	($1,111.77)
662612	$0.00	$2,295.35	$2,295.35	($1,055.86)	($1,055.86)
662613	$0.00	$2,254.47	$2,254.47	($1,037.06)	($1,037.06)
662614	$0.00	$1,793.41	$1,793.41	($824.97)	($824.97)
662615	$0.00	$2,015.34	$2,015.34	($927.06)	($927.06)
662616	$0.00	$2,221.13	$2,221.13	($1,021.72)	($1,021.72)
662617	$0.00	$2,468.87	$2,468.87	($1,135.68)	($1,135.68)
662618	$0.00	$2,761.03	$2,761.03	($1,270.07)	($1,270.07)
662619	$0.00	$2,605.31	$2,605.31	($1,198.44)	($1,198.44)
662620	$0.00	$2,377.91	$2,377.91	($1,093.84)	($1,093.84)
662621	$0.00	$2,137.52	$2,137.52	($983.26)	($983.26)
662622	$0.00	$2,239.65	$2,239.65	($1,030.24)	($1,030.24)
662623	$0.00	$2,761.23	$2,761.23	($1,270.17)	($1,270.17)
662624	$0.00	$2,630.23	$2,630.23	($1,209.91)	($1,209.91)
662625	$0.00	$2,370.65	$2,370.65	($1,090.50)	($1,090.50)
662626	$0.00	$2,358.42	$2,358.42	($1,084.87)	($1,084.87)
662627	$0.00	$1,293.83	$1,293.83	($595.16)	($595.16)
662628	$0.00	$2,680.57	$2,680.57	($1,233.06)	($1,233.06)
662629	$0.00	$2,306.44	$2,306.44	($1,060.96)	($1,060.96)
662630	$0.00	$1,925.89	$1,925.89	($885.91)	($885.91)
662631	$0.00	$1,747.95	$1,747.95	($804.06)	($804.06)
662632	$0.00	$2,587.93	$2,587.93	($1,190.45)	($1,190.45)
662633	$0.00	$2,619.01	$2,619.01	($1,204.74)	($1,204.74)
662634	$0.00	$1,997.50	$1,997.50	($918.85)	($918.85)
662635	$0.00	$2,409.00	$2,409.00	($1,108.14)	($1,108.14)
662636	$0.00	$2,144.02	$2,144.02	($986.25)	($986.25)
662637	$0.00	$2,273.96	$2,273.96	($1,046.02)	($1,046.02)
662638	$0.00	$2,980.74	$2,980.74	($1,371.14)	($1,371.14)
662639	$0.00	$2,644.29	$2,644.29	($1,216.37)	($1,216.37)
662640	$0.00	$2,696.26	$2,696.26	($1,240.28)	($1,240.28)
662641	$0.00	$2,865.89	$2,865.89	($1,318.31)	($1,318.31)
662642	$0.00	$3,294.91	$3,294.91	($1,515.66)	($1,515.66)
662643	$0.00	$2,266.93	$2,266.93	($1,042.79)	($1,042.79)
662644	$0.00	$2,396.16	$2,396.16	($1,102.23)	($1,102.23)
662645	$0.00	$2,743.81	$2,743.81	($1,262.15)	($1,262.15)
662646	$0.00	$2,361.37	$2,361.37	($1,086.23)	($1,086.23)
662647	$0.00	$2,626.64	$2,626.64	($1,208.25)	($1,208.25)
662648	$0.00	$2,901.69	$2,901.69	($1,334.78)	($1,334.78)
662649	$0.00	$2,510.21	$2,510.21	($1,154.70)	($1,154.70)
662650	$0.00	$2,492.32	$2,492.32	($1,146.47)	($1,146.47)
662651	$0.00	$2,226.00	$2,226.00	($1,023.96)	($1,023.96)
662652	$0.00	$2,230.75	$2,230.75	($1,026.15)	($1,026.15)
662653	$0.00	$2,066.18	$2,066.18	($950.44)	($950.44)
662654	$0.00	$2,566.43	$2,566.43	($1,180.56)	($1,180.56)
662655	$0.00	$2,904.26	$2,904.26	($1,335.96)	($1,335.96)
662656	$0.00	$0.00	$0.00	$0.00	$0.00
662657	$0.00	$2,330.85	$2,330.85	($1,072.19)	($1,072.19)
662658	$0.00	$2,467.37	$2,467.37	($1,134.99)	($1,134.99)
662659	$0.00	$3,211.22	$3,211.22	($1,477.16)	($1,477.16)
662660	$0.00	$2,625.45	$2,625.45	($1,207.71)	($1,207.71)
662661	$0.00	$2,809.71	$2,809.71	($1,292.47)	($1,292.47)
662662	$0.00	$1,803.88	$1,803.88	($829.78)	($829.78)
662663	$0.00	$2,962.12	$2,962.12	($1,362.58)	($1,362.58)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
662664	$0.00	$3,041.55	$3,041.55	($1,399.11)	($1,399.11)
662665	$0.00	$2,566.32	$2,566.32	($1,180.51)	($1,180.51)
662666	$0.00	$2,501.35	$2,501.35	($1,150.62)	($1,150.62)
662667	$0.00	$3,064.82	$3,064.82	($1,409.82)	($1,409.82)
662668	$0.00	$2,858.69	$2,858.69	($1,315.00)	($1,315.00)
662669	$0.00	$2,788.98	$2,788.98	($1,282.93)	($1,282.93)
662670	$0.00	$0.00	$0.00	$0.00	$0.00
662671	$0.00	$1,982.76	$1,982.76	($912.07)	($912.07)
662672	$0.00	$2,367.64	$2,367.64	($1,089.11)	($1,089.11)
662673	$0.00	$2,874.88	$2,874.88	($1,322.44)	($1,322.44)
662674	$0.00	$2,957.72	$2,957.72	($1,360.55)	($1,360.55)
662675	$0.00	$2,671.22	$2,671.22	($1,228.76)	($1,228.76)
662676	$0.00	$0.00	$0.00	$0.00	$0.00
662677	$0.00	$2,280.45	$2,280.45	($1,049.01)	($1,049.01)
662678	$0.00	$560.37	$560.37	($257.77)	($257.77)
662679	$0.00	$560.37	$560.37	($257.77)	($257.77)
662680	$0.00	$2,893.40	$2,893.40	($1,330.96)	($1,330.96)
662681	$0.00	$2,219.52	$2,219.52	($1,020.98)	($1,020.98)
662682	$0.00	$1,978.80	$1,978.80	($910.25)	($910.25)
662683	$0.00	$2,372.14	$2,372.14	($1,091.18)	($1,091.18)
662684	$0.00	$1,949.11	$1,949.11	($896.59)	($896.59)
662685	$0.00	$0.00	$0.00	$0.00	$0.00
662686	$0.00	$110.09	$110.09	($50.64)	($50.64)
662687	$0.00	$2,287.06	$2,287.06	($1,052.05)	($1,052.05)
662688	$0.00	$2,787.55	$2,787.55	($1,282.27)	($1,282.27)
662689	$0.00	$2,929.73	$2,929.73	($1,347.68)	($1,347.68)
662690	$0.00	$2,724.49	$2,724.49	($1,253.27)	($1,253.27)
662691	$0.00	$2,850.20	$2,850.20	($1,311.09)	($1,311.09)
662692	$0.00	$2,282.16	$2,282.16	($1,049.79)	($1,049.79)
662693	$0.00	$2,384.41	$2,384.41	($1,096.83)	($1,096.83)
662694	$0.00	$2,137.52	$2,137.52	($983.26)	($983.26)
662695	$0.00	$2,453.46	$2,453.46	($1,128.59)	($1,128.59)
662696	$0.00	$2,598.81	$2,598.81	($1,195.45)	($1,195.45)
662697	$0.00	$2,545.73	$2,545.73	($1,171.04)	($1,171.04)
662698	$0.00	$2,508.93	$2,508.93	($1,154.11)	($1,154.11)
662699	$0.00	$3,244.90	$3,244.90	($1,492.65)	($1,492.65)
662700	$0.00	$3,070.36	$3,070.36	($1,412.37)	($1,412.37)
662701	$0.00	$2,911.22	$2,911.22	($1,339.16)	($1,339.16)
662702	$0.00	$2,631.29	$2,631.29	($1,210.39)	($1,210.39)
662703	$0.00	$2,603.67	$2,603.67	($1,197.69)	($1,197.69)
662704	$0.00	$2,736.75	$2,736.75	($1,258.91)	($1,258.91)
662705	$0.00	$0.00	$0.00	$0.00	$0.00
662706	$0.00	$2,579.32	$2,579.32	($1,186.49)	($1,186.49)
662707	$0.00	$2,696.26	$2,696.26	($1,240.28)	($1,240.28)
662708	$0.00	$2,463.72	$2,463.72	($1,133.31)	($1,133.31)
662709	$0.00	$2,644.29	$2,644.29	($1,216.37)	($1,216.37)
662710	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$0.00**	**$481,866.02**	**$481,866.02**	**($221,658.37)**	**($221,658.37)**

1 - Parcels represent the split ownership of Property ID 744816 per Denton County Appraisal District Records as of Augst 4, 2021.

Appendix E-1

MAJOR IMPROVEMENT AREA ASSESSMENT ROLL SUMMARY – 2021-22

Appendix E-1
Assessment Roll Summary - Major Improvement Area
2021-22

Parcel	Estimated No. of units	Lot Size	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
38646	143	N/A	Various	115.83	$1,389,524.99	$3,962.59	$116,053.68	$6,947.62	$11,600.19	($5.91)	$138,558.17
43806	89	N/A	3	81.34	$975,808.57	$2,782.77	$81,499.92	$4,879.04	$8,146.35	($64.99)	$97,243.09
43910	54	N/A	3	50.56	$606,530.12	$1,729.68	$50,657.64	$3,032.65	$5,063.50	($3.85)	$60,479.62
44219	192	N/A	3	164.04	$1,967,863.94	$5,611.87	$164,356.78	$9,839.32	$16,428.34	($12.39)	$196,223.92
584981	7	N/A	3	6.44	$77,255.81	$220.32	$6,452.44	$386.28	$644.96	($1,054.49)	$6,649.49
958385	31	N/A	3	28.33	$339,819.56	$969.08	$28,381.86	$1,699.10	$2,836.92	($22.63)	$33,864.33
757670	1	0	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757669	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($98.81)	$678.77
757668	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757667	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757666	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($98.81)	$678.77
757665	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757664	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757663	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($194.63)	$582.95
757662	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757661	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757660	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757659	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757658	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757657	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757656	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757655	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757654	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757653	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($330.00)	$579.16
757652	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($909.17)	$0.00
757651	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($254.51)	$654.65
757650	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($710.41)	$198.76
757649	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($134.74)	$774.42
757648	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757647	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($194.63)	$714.54
757646	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($224.57)	$684.60
757645	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($696.33)	$212.84
757644	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($909.17)	$0.00
757643	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($909.17)	$0.00
757642	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757641	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757640	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757639	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($209.60)	$699.57
757638	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($209.60)	$699.57
757637	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757636	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($209.60)	$699.57
757635	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($209.60)	$699.57
757634	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($618.22)	$290.95
757633	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($909.17)	$0.00
757632	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($107.79)	$669.78
757631	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757630	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($149.71)	$627.86
757629	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757628	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757627	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757626	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757625	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757624	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757623	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757622	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($107.79)	$669.78
757621	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($107.79)	$669.78
757620	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757619	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757618	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757617	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757616	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757615	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757614	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757613	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757612	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757611	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($602.05)	$175.52
757610	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757609	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757608	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757607	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757606	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757605	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757604	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757603	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757602	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757601	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757600	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73

Parcel	Estimated No. of units	Lot Size	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
757599	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757598	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757597	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757596	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757595	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757594	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757593	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757592	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757591	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757590	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757589	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($244.71)	$532.87
757588	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($116.78)	$660.80
757587	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757586	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757585	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757584	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757583	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757582	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757581	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757580	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757579	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757578	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757577	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757576	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757575	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757574	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757573	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757572	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757571	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757570	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757569	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757568	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757567	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($675.52)	$102.05
757566	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757565	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757564	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($350.78)	$426.79
757563	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($421.22)	$356.35
757562	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($662.45)	$115.13
757561	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757560	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($107.79)	$669.78
757559	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757558	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($351.06)	$426.52
757557	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($568.44)	$209.14
757556	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757555	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($662.70)	$114.87
757554	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757553	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($405.14)	$372.44
757552	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757551	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757550	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757549	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757548	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757547	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757546	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757545	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757544	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757543	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757542	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757541	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757540	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757539	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757538	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757537	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757536	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757535	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757534	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757533	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757532	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757531	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($179.66)	$597.92
Total	**656**			**539.20**	**$6,468,375.00**	**$18,446.25**	**$540,241.25**	**$32,341.87**	**$54,000.00**	**($29,483.14)**	**$615,546.24**

Appendix E-2

MAJOR IMPROVEMENT AREA TIRZ CREDIT CALCULATIONS – 2021-22

Appendix E-2
TIRZ Credit Calculation - Major Improvement Area
2021-22

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
38646	$0.00	$12.84	$12.84	($5.91)	($5.91)
43806	$0.00	$141.29	$141.29	($64.99)	($64.99)
43910	$0.00	$8.36	$8.36	($3.85)	($3.85)
44219	$0.00	$26.93	$26.93	($12.39)	($12.39)
584981	$0.00	$2,292.38	$2,292.38	($1,054.49)	($1,054.49)
958385	$0.00	$49.20	$49.20	($22.63)	($22.63)
757670	$0.00	$0.00	$0.00	$0.00	$0.00
757669	$0.00	$214.80	$214.80	($98.81)	($98.81)
757668	$0.00	$1,926.78	$1,926.78	($886.32)	($777.58)
757667	$0.00	$2,338.93	$2,338.93	($1,075.91)	($777.58)
757666	$0.00	$214.80	$214.80	($98.81)	($98.81)
757665	$0.00	$175.75	$175.75	($80.85)	($80.85)
757664	$0.00	$175.75	$175.75	($80.85)	($80.85)
757663	$0.00	$423.10	$423.10	($194.63)	($194.63)
757662	$0.00	$1,887.12	$1,887.12	($868.08)	($777.58)
757661	$0.00	$175.75	$175.75	($80.85)	($80.85)
757660	$0.00	$175.75	$175.75	($80.85)	($80.85)
757659	$0.00	$1,878.93	$1,878.93	($864.31)	($777.58)
757658	$0.00	$1,954.79	$1,954.79	($899.20)	($777.58)
757657	$0.00	$175.75	$175.75	($80.85)	($80.85)
757656	$0.00	$175.75	$175.75	($80.85)	($80.85)
757655	$0.00	$175.75	$175.75	($80.85)	($80.85)
757654	$0.00	$1,901.30	$1,901.30	($874.60)	($777.58)
757653	$0.00	$717.40	$717.40	($330.00)	($330.00)
757652	$0.00	$2,492.41	$2,492.41	($1,146.51)	($909.17)
757651	$0.00	$553.29	$553.29	($254.51)	($254.51)
757650	$0.00	$1,544.37	$1,544.37	($710.41)	($710.41)
757649	$0.00	$292.92	$292.92	($134.74)	($134.74)
757648	$0.00	$273.39	$273.39	($125.76)	($125.76)
757647	$0.00	$423.10	$423.10	($194.63)	($194.63)
757646	$0.00	$488.19	$488.19	($224.57)	($224.57)
757645	$0.00	$1,513.75	$1,513.75	($696.33)	($696.33)
757644	$0.00	$2,235.55	$2,235.55	($1,028.35)	($909.17)
757643	$0.00	$2,549.97	$2,549.97	($1,172.99)	($909.17)
757642	$0.00	$273.39	$273.39	($125.76)	($125.76)
757641	$0.00	$273.39	$273.39	($125.76)	($125.76)
757640	$0.00	$273.39	$273.39	($125.76)	($125.76)
757639	$0.00	$455.65	$455.65	($209.60)	($209.60)
757638	$0.00	$455.65	$455.65	($209.60)	($209.60)
757637	$0.00	$273.39	$273.39	($125.76)	($125.76)
757636	$0.00	$455.65	$455.65	($209.60)	($209.60)
757635	$0.00	$455.65	$455.65	($209.60)	($209.60)
757634	$0.00	$1,343.95	$1,343.95	($618.22)	($618.22)
757633	$0.00	$2,699.10	$2,699.10	($1,241.59)	($909.17)
757632	$0.00	$234.33	$234.33	($107.79)	($107.79)
757631	$0.00	$195.27	$195.27	($89.82)	($89.82)
757630	$0.00	$325.46	$325.46	($149.71)	($149.71)
757629	$0.00	$195.27	$195.27	($89.82)	($89.82)
757628	$0.00	$195.27	$195.27	($89.82)	($89.82)
757627	$0.00	$195.27	$195.27	($89.82)	($89.82)
757626	$0.00	$195.27	$195.27	($89.82)	($89.82)
757625	$0.00	$195.27	$195.27	($89.82)	($89.82)
757624	$0.00	$195.27	$195.27	($89.82)	($89.82)
757623	$0.00	$195.27	$195.27	($89.82)	($89.82)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
757622	$0.00	$234.33	$234.33	($107.79)	($107.79)
757621	$0.00	$234.33	$234.33	($107.79)	($107.79)
757620	$0.00	$175.75	$175.75	($80.85)	($80.85)
757619	$0.00	$175.75	$175.75	($80.85)	($80.85)
757618	$0.00	$175.75	$175.75	($80.85)	($80.85)
757617	$0.00	$175.75	$175.75	($80.85)	($80.85)
757616	$0.00	$175.75	$175.75	($80.85)	($80.85)
757615	$0.00	$175.75	$175.75	($80.85)	($80.85)
757614	$0.00	$175.75	$175.75	($80.85)	($80.85)
757613	$0.00	$292.92	$292.92	($134.74)	($134.74)
757612	$0.00	$175.75	$175.75	($80.85)	($80.85)
757611	$0.00	$1,308.81	$1,308.81	($602.05)	($602.05)
757610	$0.00	$1,965.87	$1,965.87	($904.30)	($777.58)
757609	$0.00	$175.75	$175.75	($80.85)	($80.85)
757608	$0.00	$175.75	$175.75	($80.85)	($80.85)
757607	$0.00	$292.92	$292.92	($134.74)	($134.74)
757606	$0.00	$175.75	$175.75	($80.85)	($80.85)
757605	$0.00	$175.75	$175.75	($80.85)	($80.85)
757604	$0.00	$175.75	$175.75	($80.85)	($80.85)
757603	$0.00	$175.75	$175.75	($80.85)	($80.85)
757602	$0.00	$175.75	$175.75	($80.85)	($80.85)
757601	$0.00	$175.75	$175.75	($80.85)	($80.85)
757600	$0.00	$175.75	$175.75	($80.85)	($80.85)
757599	$0.00	$175.75	$175.75	($80.85)	($80.85)
757598	$0.00	$175.75	$175.75	($80.85)	($80.85)
757597	$0.00	$175.75	$175.75	($80.85)	($80.85)
757596	$0.00	$175.75	$175.75	($80.85)	($80.85)
757595	$0.00	$175.75	$175.75	($80.85)	($80.85)
757594	$0.00	$175.75	$175.75	($80.85)	($80.85)
757593	$0.00	$175.75	$175.75	($80.85)	($80.85)
757592	$0.00	$175.75	$175.75	($80.85)	($80.85)
757591	$0.00	$175.75	$175.75	($80.85)	($80.85)
757590	$0.00	$175.75	$175.75	($80.85)	($80.85)
757589	$0.00	$531.98	$531.98	($244.71)	($244.71)
757588	$0.00	$253.86	$253.86	($116.78)	($116.78)
757587	$0.00	$175.75	$175.75	($80.85)	($80.85)
757586	$0.00	$175.75	$175.75	($80.85)	($80.85)
757585	$0.00	$175.75	$175.75	($80.85)	($80.85)
757584	$0.00	$175.75	$175.75	($80.85)	($80.85)
757583	$0.00	$175.75	$175.75	($80.85)	($80.85)
757582	$0.00	$175.75	$175.75	($80.85)	($80.85)
757581	$0.00	$175.75	$175.75	($80.85)	($80.85)
757580	$0.00	$175.75	$175.75	($80.85)	($80.85)
757579	$0.00	$175.75	$175.75	($80.85)	($80.85)
757578	$0.00	$175.75	$175.75	($80.85)	($80.85)
757577	$0.00	$175.75	$175.75	($80.85)	($80.85)
757576	$0.00	$175.75	$175.75	($80.85)	($80.85)
757575	$0.00	$175.75	$175.75	($80.85)	($80.85)
757574	$0.00	$175.75	$175.75	($80.85)	($80.85)
757573	$0.00	$292.92	$292.92	($134.74)	($134.74)
757572	$0.00	$175.75	$175.75	($80.85)	($80.85)
757571	$0.00	$175.75	$175.75	($80.85)	($80.85)
757570	$0.00	$175.75	$175.75	($80.85)	($80.85)
757569	$0.00	$175.75	$175.75	($80.85)	($80.85)
757568	$0.00	$175.75	$175.75	($80.85)	($80.85)
757567	$0.00	$1,468.53	$1,468.53	($675.52)	($675.52)
757566	$0.00	$175.75	$175.75	($80.85)	($80.85)
757565	$0.00	$175.75	$175.75	($80.85)	($80.85)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
757564	$0.00	$762.57	$762.57	($350.78)	($350.78)
757563	$0.00	$915.70	$915.70	($421.22)	($421.22)
757562	$0.00	$1,440.10	$1,440.10	($662.45)	($662.45)
757561	$0.00	$2,170.65	$2,170.65	($998.50)	($777.58)
757560	$0.00	$234.33	$234.33	($107.79)	($107.79)
757559	$0.00	$175.75	$175.75	($80.85)	($80.85)
757558	$0.00	$763.17	$763.17	($351.06)	($351.06)
757557	$0.00	$1,235.73	$1,235.73	($568.44)	($568.44)
757556	$0.00	$175.75	$175.75	($80.85)	($80.85)
757555	$0.00	$1,440.66	$1,440.66	($662.70)	($662.70)
757554	$0.00	$175.75	$175.75	($80.85)	($80.85)
757553	$0.00	$880.74	$880.74	($405.14)	($405.14)
757552	$0.00	$175.75	$175.75	($80.85)	($80.85)
757551	$0.00	$175.75	$175.75	($80.85)	($80.85)
757550	$0.00	$175.75	$175.75	($80.85)	($80.85)
757549	$0.00	$175.75	$175.75	($80.85)	($80.85)
757548	$0.00	$175.75	$175.75	($80.85)	($80.85)
757547	$0.00	$175.75	$175.75	($80.85)	($80.85)
757546	$0.00	$175.75	$175.75	($80.85)	($80.85)
757545	$0.00	$175.75	$175.75	($80.85)	($80.85)
757544	$0.00	$175.75	$175.75	($80.85)	($80.85)
757543	$0.00	$175.75	$175.75	($80.85)	($80.85)
757542	$0.00	$175.75	$175.75	($80.85)	($80.85)
757541	$0.00	$175.75	$175.75	($80.85)	($80.85)
757540	$0.00	$175.75	$175.75	($80.85)	($80.85)
757539	$0.00	$175.75	$175.75	($80.85)	($80.85)
757538	$0.00	$175.75	$175.75	($80.85)	($80.85)
757537	$0.00	$175.75	$175.75	($80.85)	($80.85)
757536	$0.00	$175.75	$175.75	($80.85)	($80.85)
757535	$0.00	$175.75	$175.75	($80.85)	($80.85)
757534	$0.00	$292.92	$292.92	($134.74)	($134.74)
757533	$0.00	$175.75	$175.75	($80.85)	($80.85)
757532	$0.00	$292.92	$292.92	($134.74)	($134.74)
757531	$0.00	$390.56	$390.56	($179.66)	($179.66)
Total	**$0.00**	**$68,666.32**	**$68,666.32**	**($31,586.51)**	**($29,483.14)**

Appendix F-1
IMPROVEMENT AREA #2 ASSESSMENT ROLL SUMMARY – 2021-22

Appendix F-1
Assessment Roll Summary - Improvement Area #2
2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
727063	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,040.04)	$1,548.31
727064	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($971.30)	$1,617.05
727065	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,178.09)	$1,410.26
727066	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,234.30)	$1,354.05
727067	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,249.96)	$1,338.39
727068	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,040.04)	$1,548.31
727069	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,141.66)	$1,446.69
3670365[1]	1	3	0.27	0.27	$10,249.87	$120.39	$642.55	$51.25	$39.96	($383.99)	$470.16
8452371[1]	1	3	0.54	0.54	$20,810.34	$244.43	$1,304.58	$104.05	$81.14	($759.60)	$974.60
727071	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($924.49)	$1,663.86
727072	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,276.15)	$1,312.20
727073	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,272.42)	$1,315.93
727074	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,306.03)	$1,282.32
727075	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,243.27)	$1,345.08
727076	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,127.27)	$1,461.08
727077	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,040.03)	$1,548.32
727078	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,185.44)	$1,402.91
727079	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,100.59)	$1,487.76
727080	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($988.41)	$1,599.94
727081	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,135.36)	$1,452.99
727082	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,033.67)	$1,554.68
727083	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,440.13)	$1,148.22
727084	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,285.11)	$1,303.24
727085	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,329.94)	$1,258.41
727086	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,054.99)	$1,533.36
727087	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,025.10)	$1,563.25
727088	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($985.49)	$1,602.86
727089	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,163.91)	$1,424.44
727090	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,123.55)	$1,464.80
727091	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,344.88)	$1,243.47
727092	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
727093	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($955.32)	$1,633.03
727094	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727095	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($261.65)	$2,326.70
727096	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($273.96)	$2,314.39
727097	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,037.77)	$1,550.58
727098	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,105.49)	$1,482.86
727099	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,149.59)	$1,438.76
727100	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727101	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727102	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727103	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($535.36)	$2,052.99
727104	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727105	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727106	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727107	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($818.56)	$1,769.79
727108	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727109	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727110	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727111	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,043.03)	$1,545.32
727112	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($182.77)	$2,405.58
727113	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,048.17)	$1,540.18
727114	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($987.12)	$1,601.23
727115	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($251.58)	$2,336.77
727116	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,006.55)	$1,581.80
727117	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($201.47)	$2,386.88
727118	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,283.62)	$1,304.73
727119	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,060.96)	$1,527.39
727120	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727121	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($884.47)	$1,703.88
727122	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,225.34)	$1,363.01
727123	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,125.68)	$1,462.67
727124	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,145.85)	$1,442.50
727125	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($817.95)	$1,770.40
727126	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,040.04)	$1,548.31
727127	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,223.95)	$1,364.40
727128	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727129	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,233.81)	$1,354.54
727130	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,304.20)	$1,284.15
727131	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,225.34)	$1,363.01
727132	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($696.62)	$1,891.73
727133	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($585.33)	$2,003.02
727134	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($266.67)	$2,321.68
727135	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,183.43)	$1,404.92

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
727136	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($266.67)	$2,321.68
727137	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($266.70)	$2,321.65
727138	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($266.81)	$2,321.54
727139	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($830.84)	$1,757.51
727140	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($313.31)	$2,275.04
727141	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,025.10)	$1,563.25
727142	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($894.61)	$1,693.74
727143	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,007.40)	$1,580.95
727144	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($811.28)	$1,777.07
727145	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,009.43)	$1,578.92
727146	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,218.84)	$1,369.51
727147	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($638.07)	$1,950.28
727148	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($513.54)	$2,074.81
727149	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($866.94)	$1,721.41
727150	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($883.46)	$1,704.89
727151	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,204.86)	$1,383.49
727152	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($999.95)	$1,588.40
727153	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($902.08)	$1,686.27
727154	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,227.01)	$1,361.34
727155	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($286.02)	$2,302.33
727156	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727157	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727158	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($963.93)	$1,624.42
727159	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($926.48)	$1,661.87
727160	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,410.33)	$1,178.02
727161	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,315.04)	$1,273.31
727162	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($905.37)	$1,682.98
727163	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($978.93)	$1,609.42
727164	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($261.38)	$2,326.97
727165	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,110.41)	$1,477.94
727166	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($152.77)	$2,435.58
727167	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($806.79)	$1,781.56
727168	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($519.95)	$2,068.40
727169	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,196.34)	$1,392.01
727170	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,359.82)	$1,228.53
727171	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727172	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,382.30)	$1,206.05
727173	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,330.43)	$1,257.92
727174	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,036.93)	$1,551.42
727175	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,013.58)	$1,574.77
727176	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,190.69)	$1,397.66
727177	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,113.80)	$1,474.55
727178	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,028.09)	$1,560.26
727179	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,192.46)	$1,395.89
727180	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,216.93)	$1,371.42
727181	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,132.51)	$1,455.84
727182	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,031.97)	$1,556.38
727183	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($679.47)	$1,908.88
727184	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($754.62)	$1,833.73
727185	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($915.95)	$1,672.40
727186	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($564.13)	$2,024.22
727187	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,053.02)	$1,535.33
727188	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,060.96)	$1,527.39
727189	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,210.39)	$1,377.96
727190	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,042.41)	$1,545.94
727191	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($265.50)	$2,322.85
727192	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($265.78)	$2,322.57
727193	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($499.87)	$2,088.48
727194	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($274.16)	$2,314.19
727195	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,321.03)	$1,267.32
727196	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727197	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,290.01)	$1,298.34
727198	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,379.28)	$1,209.07
727199	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($984.62)	$1,603.73
727200	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($988.64)	$1,599.71
727201	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,379.28)	$1,209.07
727202	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,208.26)	$1,380.09
727203	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,019.33)	$1,569.02
727204	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,042.49)	$1,545.86
727205	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,247.91)	$1,340.44
727206	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($935.44)	$1,652.91
727207	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($970.46)	$1,617.89
727208	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,317.99)	$1,270.36
727209	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($326.83)	$2,261.52
727210	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,276.03)	$1,312.32
727211	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727212	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($972.71)	$1,615.64
727213	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($928.95)	$1,659.40

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
727214	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($643.54)	$1,944.81
727215	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,082.57)	$1,505.78
727216	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,334.27)	$1,254.08
727217	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,485.17)	$1,103.18
725604	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($126.80)	$1,950.27
725605	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($92.96)	$1,984.11
725606	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($1,144.53)	$932.54
725607	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($674.87)	$1,402.20
725608	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($924.39)	$1,152.68
725609	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($856.29)	$1,220.78
725610	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($764.72)	$1,312.35
725611	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.84)	$1,227.23
725612	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725613	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725614	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.55)	$1,401.52
725615	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($793.44)	$1,283.63
725616	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($926.97)	$1,150.10
725617	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($513.06)	$1,564.01
725618	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($921.11)	$1,155.96
725619	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.84)	$1,227.23
725620	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($140.16)	$1,936.91
725621	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725622	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($140.16)	$1,936.91
725623	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.11)	$1,227.96
725624	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725625	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725626	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725627	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($509.68)	$1,567.39
725628	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($860.22)	$1,216.85
725629	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.93)	$1,409.14
725630	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
725631	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($986.25)	$1,090.82
725632	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($845.22)	$1,231.85
725633	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($679.41)	$1,397.66
725634	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($847.32)	$1,229.76
725635	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.43)	$1,401.64
725636	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($769.26)	$1,307.81
725637	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($925.69)	$1,151.39
725638	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($680.09)	$1,396.98
725639	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($899.43)	$1,177.64
725640	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($855.00)	$1,222.07
725641	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($679.41)	$1,397.66
725642	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($925.69)	$1,151.39
725643	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.92)	$1,409.16
725644	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($847.32)	$1,229.76
725645	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($680.09)	$1,396.98
725646	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($764.95)	$1,312.12
725647	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.92)	$1,409.16
725648	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($86.82)	$1,990.25
725649	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($86.30)	$1,990.77
725650	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($119.40)	$1,957.67
725651	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($119.60)	$1,957.47
725652	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725653	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.52)	$1,409.55
725654	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($921.56)	$1,155.51
725655	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($850.56)	$1,226.51
725656	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($929.16)	$1,147.91
725657	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($674.97)	$1,402.10
725658	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.30)	$1,227.77
725659	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($760.47)	$1,316.60
725660	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.66)	$1,401.41
725661	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($845.14)	$1,231.94
725662	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($929.11)	$1,147.96
725663	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($842.88)	$1,234.19
725664	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($925.61)	$1,151.46
725665	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($796.31)	$1,280.76
725666	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($166.99)	$1,910.08
725667	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($140.26)	$1,936.81
725668	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($96.84)	$1,980.23
725669	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($119.67)	$1,957.40
725670	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($789.26)	$1,287.81
725671	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.18)	$1,992.89
725672	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.18)	$1,992.89
725673	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($924.53)	$1,152.54
725674	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($838.12)	$1,238.96
725675	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($905.56)	$1,171.51
725676	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($662.73)	$1,414.34
725677	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($843.65)	$1,233.42

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
725678	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.00)	$1,402.07
725679	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($919.24)	$1,157.83
725680	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.69)	$1,401.38
725681	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($921.25)	$1,155.82
725682	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($663.51)	$1,413.56
725683	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($824.86)	$1,252.21
725684	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($662.73)	$1,414.34
725685	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($760.55)	$1,316.52
725686	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($917.76)	$1,159.32
725687	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($749.07)	$1,328.00
725688	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($926.21)	$1,150.86
725689	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($928.99)	$1,148.08
725690	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($764.11)	$1,312.96
725691	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($890.61)	$1,186.46
725692	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.24)	$1,409.83
725693	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($786.29)	$1,290.78
725694	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($936.74)	$1,140.33
725695	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.50)	$1,409.57
725696	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($800.35)	$1,276.72
725697	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.24)	$1,409.83
725698	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($848.49)	$1,228.58
725699	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($710.75)	$1,366.32
725701	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($941.42)	$1,135.65
725702	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($628.89)	$1,448.18
725703	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.86)	$1,227.21
725704	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.38)	$1,401.69
725705	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.97)	$1,993.10
725706	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.97)	$1,993.10
725707	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.13)	$1,992.94
725708	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($645.73)	$1,431.34
725709	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($850.11)	$1,226.96
725710	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($674.93)	$1,402.14
725711	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.12)	$1,992.96
725712	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.12)	$1,992.96
725713	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.52)	$1,409.55
725714	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725715	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725716	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725717	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725718	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($663.03)	$1,414.04
725719	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($139.81)	$1,937.26
725720	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725721	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.76)	$1,409.31
725722	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($750.20)	$1,326.88
725723	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($953.77)	$1,123.30
725724	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($958.13)	$1,118.94
725725	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($681.74)	$1,395.33
725726	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.83)	$1,227.24
725727	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($670.42)	$1,406.65
725728	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($88.32)	$1,988.75
725729	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($88.32)	$1,988.75
725730	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($669.63)	$1,407.44
725731	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($88.32)	$1,988.75
725732	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($149.03)	$2,279.54
725733	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($131.90)	$2,296.68
725734	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($962.34)	$1,466.23
725735	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($760.12)	$1,668.46
725736	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($1,093.94)	$1,334.64
725737	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($955.95)	$1,472.62
725738	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($709.12)	$1,719.45
725739	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
725740	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($1,040.04)	$1,388.53
725741	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($780.92)	$1,647.65
725742	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($1,018.90)	$1,409.67
725743	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
725744	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
725745	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($162.95)	$2,265.62
725746	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($125.73)	$2,302.85
725747	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($125.81)	$2,302.76
725748	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($196.33)	$2,232.25
725749	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
717579	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($684.84)	$1,392.23
717580	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($647.00)	$1,430.07
717581	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($618.56)	$1,458.51
717582	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($137.48)	$1,939.60
717583	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($866.70)	$1,210.37
717584	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($603.76)	$1,473.31
717585	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($810.48)	$1,266.59

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
717586	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($781.87)	$1,295.20
717587	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717588	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($612.84)	$1,464.23
717589	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($869.69)	$1,207.38
717590	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717591	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($781.87)	$1,295.20
717592	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($795.95)	$1,281.12
717593	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717594	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717595	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($882.24)	$1,194.83
717596	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717597	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($717.82)	$1,359.25
717598	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($610.84)	$1,466.23
717599	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($783.73)	$1,293.35
717600	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($816.50)	$1,260.57
717601	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717602	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($687.38)	$1,389.69
717603	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($878.66)	$1,198.42
717604	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
717605	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($582.03)	$1,495.04
717606	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($627.57)	$1,449.50
717607	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($345.42)	$1,731.65
717608	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($612.17)	$1,464.90
717609	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($815.41)	$1,261.66
717610	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($622.14)	$1,454.93
717611	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($778.36)	$1,298.71
717612	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($611.36)	$1,465.71
717613	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($933.41)	$1,143.66
717614	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($882.86)	$1,194.22
717615	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($615.15)	$1,461.92
717616	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($628.77)	$1,448.30
717617	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($717.27)	$1,359.80
717618	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($795.41)	$1,281.66
717619	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($784.99)	$1,292.08
717620	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($613.97)	$1,463.10
717621	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($784.99)	$1,292.08
717622	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($632.65)	$1,444.42
717623	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($633.39)	$1,443.68
717624	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($736.49)	$1,340.58
717625	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($800.57)	$1,276.51
717626	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($703.59)	$1,373.48
717627	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($872.81)	$1,204.26
717628	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($873.62)	$1,203.45
717629	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($634.20)	$1,442.87
717630	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($938.82)	$1,138.25
717631	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($827.51)	$1,249.56
717632	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($619.37)	$1,457.70
717633	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($784.33)	$1,292.74
717634	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($791.27)	$1,285.80
717635	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($938.84)	$1,138.23
717636	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717637	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($634.20)	$1,442.87
717638	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717639	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($792.25)	$1,284.82
717640	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($611.95)	$1,465.12
717641	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($851.76)	$1,225.31
717642	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($774.06)	$1,303.01
717643	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717644	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($612.33)	$1,464.74
717645	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($652.93)	$1,424.14
717646	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($621.24)	$1,455.83
717647	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($925.87)	$1,151.21
717648	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($606.44)	$1,470.63
717649	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($777.47)	$1,299.60
717650	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($621.24)	$1,455.83
717651	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($608.44)	$1,468.63
717652	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($776.09)	$1,300.98
717653	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($588.67)	$1,488.40
717654	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($603.76)	$1,473.31
717655	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($923.18)	$1,153.89
717656	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($788.51)	$1,288.56
717657	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($680.01)	$1,397.06
717658	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
717659	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($782.97)	$1,294.10
717660	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($613.94)	$1,463.13
717661	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($793.38)	$1,283.69
717662	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($626.74)	$1,450.33
717663	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($824.38)	$1,252.69

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
717664	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($789.40)	$1,287.67
717665	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($516.84)	$1,560.23
717666	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($768.32)	$1,308.75
717667	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($787.24)	$1,289.83
717668	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
717669	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($629.44)	$1,447.63
717670	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($797.76)	$1,279.31
717671	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($809.16)	$1,267.91
717672	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($652.93)	$1,424.14
717673	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($866.51)	$1,210.56
717674	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($775.01)	$1,302.06
717675	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($607.24)	$1,469.83
717676	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($825.17)	$1,251.90
717677	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($798.50)	$1,278.57
717678	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($631.86)	$1,445.21
717679	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($936.49)	$1,140.58
717680	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($885.95)	$1,191.12
717681	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($788.09)	$1,288.98
717682	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($617.06)	$1,460.01
717683	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($909.88)	$1,167.19
717684	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($974.74)	$1,102.33
717685	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($630.14)	$1,446.93
717686	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($615.17)	$1,461.90
717687	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($796.61)	$1,280.46
717688	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($820.83)	$1,256.24
717689	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($787.23)	$1,289.84
717690	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($724.63)	$1,352.44
717691	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($632.48)	$1,444.59
717692	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($583.88)	$1,493.19
717693	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($937.12)	$1,139.95
717694	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($799.13)	$1,277.94
717695	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($678.62)	$1,398.45
717696	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($808.78)	$1,268.29
717697	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($958.27)	$1,118.80
717698	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($643.94)	$1,433.13
717699	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.24)	$1,451.83
717700	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($828.59)	$1,248.48
717701	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717702	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($606.89)	$1,470.18
717703	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($782.43)	$1,294.64
717704	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($879.06)	$1,198.01
717705	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($621.03)	$1,456.04
717706	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($711.87)	$1,365.20
717707	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($814.32)	$1,262.76
717708	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($777.26)	$1,299.81
717709	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($787.68)	$1,289.39
717710	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($606.23)	$1,470.84
717711	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($584.90)	$1,492.17
717712	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($680.82)	$1,396.25
717713	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($811.90)	$1,265.17
717714	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($872.82)	$1,204.25
717715	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($842.81)	$1,234.26
717716	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($650.21)	$1,426.86
717717	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($813.53)	$1,263.54
717718	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($820.27)	$1,256.80
717719	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
717720	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($615.18)	$1,461.89
717721	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($871.44)	$1,205.63
717722	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($810.98)	$1,266.09
717723	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($783.02)	$1,645.55
717724	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($643.08)	$1,785.50
717725	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($837.78)	$1,590.80
717726	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($802.13)	$1,626.45
717727	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
717728	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($837.86)	$1,590.72
717729	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($197.63)	$2,230.95
717730	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($803.06)	$1,625.52
717731	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($860.72)	$1,567.85
Total	**443**		**314.36**	**314.36**	**$12,054,427.59**	**$141,585.60**	**$755,677.60**	**$60,272.14**	**$47,000.00**	**($322,624.02)**	**$681,911.32**

1 - Parcel's Equivalent Unit, Outstanding Assesssment, and Annual Installment due are split based upon ownership records per the Denton County Appraisal District as of August 4, 2021 and as a result, do not represent a new Lot Type.

Appendix F-2
IMPROVEMENT AREA #2 TIRZ CREDIT CALCULATIONS – 2021-22

Appendix F-2
TIRZ Credit Calculation - Improvement Area #2
2021-22

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
727063	$0.00	$2,260.96	$2,260.96	($1,040.04)	($1,040.04)
727064	$0.00	$2,111.53	$2,111.53	($971.30)	($971.30)
727065	$0.00	$2,561.06	$2,561.06	($1,178.09)	($1,178.09)
727066	$0.00	$2,683.27	$2,683.27	($1,234.30)	($1,234.30)
727067	$0.00	$2,717.31	$2,717.31	($1,249.96)	($1,249.96)
727068	$0.00	$2,260.96	$2,260.96	($1,040.04)	($1,040.04)
727069	$0.00	$2,481.86	$2,481.86	($1,141.66)	($1,141.66)
3670365[1]	$0.00	$834.77	$834.77	($383.99)	($383.99)
8452371[1]	$0.00	$1,651.30	$1,651.30	($759.60)	($759.60)
727071	$0.00	$2,009.77	$2,009.77	($924.49)	($924.49)
727072	$0.00	$2,774.23	$2,774.23	($1,276.15)	($1,276.15)
727073	$0.00	$2,766.13	$2,766.13	($1,272.42)	($1,272.42)
727074	$0.00	$2,839.20	$2,839.20	($1,306.03)	($1,306.03)
727075	$0.00	$2,702.76	$2,702.76	($1,243.27)	($1,243.27)
727076	$0.00	$2,450.59	$2,450.59	($1,127.27)	($1,127.27)
727077	$0.00	$2,260.94	$2,260.94	($1,040.03)	($1,040.03)
727078	$0.00	$2,577.05	$2,577.05	($1,185.44)	($1,185.44)
727079	$0.00	$2,392.59	$2,392.59	($1,100.59)	($1,100.59)
727080	$0.00	$2,148.72	$2,148.72	($988.41)	($988.41)
727081	$0.00	$2,468.18	$2,468.18	($1,135.36)	($1,135.36)
727082	$0.00	$2,247.10	$2,247.10	($1,033.67)	($1,033.67)
727083	$0.00	$3,130.71	$3,130.71	($1,440.13)	($1,440.13)
727084	$0.00	$2,793.72	$2,793.72	($1,285.11)	($1,285.11)
727085	$0.00	$2,891.17	$2,891.17	($1,329.94)	($1,329.94)
727086	$0.00	$2,293.45	$2,293.45	($1,054.99)	($1,054.99)
727087	$0.00	$2,228.48	$2,228.48	($1,025.10)	($1,025.10)
727088	$0.00	$2,142.37	$2,142.37	($985.49)	($985.49)
727089	$0.00	$2,530.24	$2,530.24	($1,163.91)	($1,163.91)
727090	$0.00	$2,442.49	$2,442.49	($1,123.55)	($1,123.55)
727091	$0.00	$2,923.66	$2,923.66	($1,344.88)	($1,344.88)
727092	$0.00	$0.00	$0.00	$0.00	$0.00
727093	$0.00	$2,076.79	$2,076.79	($955.32)	($955.32)
727094	$0.00	$0.00	$0.00	$0.00	$0.00
727095	$0.00	$568.81	$568.81	($261.65)	($261.65)
727096	$0.00	$595.56	$595.56	($273.96)	($273.96)
727097	$0.00	$2,256.02	$2,256.02	($1,037.77)	($1,037.77)
727098	$0.00	$2,403.23	$2,403.23	($1,105.49)	($1,105.49)
727099	$0.00	$2,499.11	$2,499.11	($1,149.59)	($1,149.59)
727100	$0.00	$582.33	$582.33	($267.87)	($267.87)
727101	$0.00	$582.33	$582.33	($267.87)	($267.87)
727102	$0.00	$582.33	$582.33	($267.87)	($267.87)
727103	$0.00	$1,163.82	$1,163.82	($535.36)	($535.36)
727104	$0.00	$582.33	$582.33	($267.87)	($267.87)
727105	$0.00	$582.33	$582.33	($267.87)	($267.87)
727106	$0.00	$582.33	$582.33	($267.87)	($267.87)
727107	$0.00	$1,779.47	$1,779.47	($818.56)	($818.56)
727108	$0.00	$582.33	$582.33	($267.87)	($267.87)
727109	$0.00	$582.33	$582.33	($267.87)	($267.87)
727110	$0.00	$582.33	$582.33	($267.87)	($267.87)
727111	$0.00	$2,267.46	$2,267.46	($1,043.03)	($1,043.03)
727112	$0.00	$397.33	$397.33	($182.77)	($182.77)
727113	$0.00	$2,278.63	$2,278.63	($1,048.17)	($1,048.17)
727114	$0.00	$2,145.92	$2,145.92	($987.12)	($987.12)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
727115	$0.00	$546.92	$546.92	($251.58)	($251.58)
727116	$0.00	$2,188.15	$2,188.15	($1,006.55)	($1,006.55)
727117	$0.00	$437.97	$437.97	($201.47)	($201.47)
727118	$0.00	$2,790.47	$2,790.47	($1,283.62)	($1,283.62)
727119	$0.00	$2,306.44	$2,306.44	($1,060.96)	($1,060.96)
727120	$0.00	$0.00	$0.00	$0.00	$0.00
727121	$0.00	$1,922.77	$1,922.77	($884.47)	($884.47)
727122	$0.00	$2,663.78	$2,663.78	($1,225.34)	($1,225.34)
727123	$0.00	$2,447.13	$2,447.13	($1,125.68)	($1,125.68)
727124	$0.00	$2,490.97	$2,490.97	($1,145.85)	($1,145.85)
727125	$0.00	$1,778.15	$1,778.15	($817.95)	($817.95)
727126	$0.00	$2,260.96	$2,260.96	($1,040.04)	($1,040.04)
727127	$0.00	$2,660.76	$2,660.76	($1,223.95)	($1,223.95)
727128	$0.00	$0.00	$0.00	$0.00	$0.00
727129	$0.00	$2,682.19	$2,682.19	($1,233.81)	($1,233.81)
727130	$0.00	$2,835.22	$2,835.22	($1,304.20)	($1,304.20)
727131	$0.00	$2,663.78	$2,663.78	($1,225.34)	($1,225.34)
727132	$0.00	$1,514.40	$1,514.40	($696.62)	($696.62)
727133	$0.00	$1,272.45	$1,272.45	($585.33)	($585.33)
727134	$0.00	$579.72	$579.72	($266.67)	($266.67)
727135	$0.00	$2,572.68	$2,572.68	($1,183.43)	($1,183.43)
727136	$0.00	$579.72	$579.72	($266.67)	($266.67)
727137	$0.00	$579.79	$579.79	($266.70)	($266.70)
727138	$0.00	$580.02	$580.02	($266.81)	($266.81)
727139	$0.00	$1,806.17	$1,806.17	($830.84)	($830.84)
727140	$0.00	$681.11	$681.11	($313.31)	($313.31)
727141	$0.00	$2,228.48	$2,228.48	($1,025.10)	($1,025.10)
727142	$0.00	$1,944.80	$1,944.80	($894.61)	($894.61)
727143	$0.00	$2,190.00	$2,190.00	($1,007.40)	($1,007.40)
727144	$0.00	$1,763.65	$1,763.65	($811.28)	($811.28)
727145	$0.00	$2,194.42	$2,194.42	($1,009.43)	($1,009.43)
727146	$0.00	$2,649.65	$2,649.65	($1,218.84)	($1,218.84)
727147	$0.00	$1,387.11	$1,387.11	($638.07)	($638.07)
727148	$0.00	$1,116.40	$1,116.40	($513.54)	($513.54)
727149	$0.00	$1,884.65	$1,884.65	($866.94)	($866.94)
727150	$0.00	$1,920.57	$1,920.57	($883.46)	($883.46)
727151	$0.00	$2,619.27	$2,619.27	($1,204.86)	($1,204.86)
727152	$0.00	$2,173.81	$2,173.81	($999.95)	($999.95)
727153	$0.00	$1,961.05	$1,961.05	($902.08)	($902.08)
727154	$0.00	$2,667.42	$2,667.42	($1,227.01)	($1,227.01)
727155	$0.00	$621.78	$621.78	($286.02)	($286.02)
727156	$0.00	$0.00	$0.00	$0.00	$0.00
727157	$0.00	$0.00	$0.00	$0.00	$0.00
727158	$0.00	$2,095.51	$2,095.51	($963.93)	($963.93)
727159	$0.00	$2,014.08	$2,014.08	($926.48)	($926.48)
727160	$0.00	$3,065.94	$3,065.94	($1,410.33)	($1,410.33)
727161	$0.00	$2,858.79	$2,858.79	($1,315.04)	($1,315.04)
727162	$0.00	$1,968.20	$1,968.20	($905.37)	($905.37)
727163	$0.00	$2,128.11	$2,128.11	($978.93)	($978.93)
727164	$0.00	$568.22	$568.22	($261.38)	($261.38)
727165	$0.00	$2,413.94	$2,413.94	($1,110.41)	($1,110.41)
727166	$0.00	$332.10	$332.10	($152.77)	($152.77)
727167	$0.00	$1,753.89	$1,753.89	($806.79)	($806.79)
727168	$0.00	$1,130.32	$1,130.32	($519.95)	($519.95)
727169	$0.00	$2,600.74	$2,600.74	($1,196.34)	($1,196.34)
727170	$0.00	$2,956.14	$2,956.14	($1,359.82)	($1,359.82)
727171	$0.00	$0.00	$0.00	$0.00	$0.00

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
727172	$0.00	$3,005.01	$3,005.01	($1,382.30)	($1,382.30)
727173	$0.00	$2,892.24	$2,892.24	($1,330.43)	($1,330.43)
727174	$0.00	$2,254.19	$2,254.19	($1,036.93)	($1,036.93)
727175	$0.00	$2,203.43	$2,203.43	($1,013.58)	($1,013.58)
727176	$0.00	$2,588.45	$2,588.45	($1,190.69)	($1,190.69)
727177	$0.00	$2,421.30	$2,421.30	($1,113.80)	($1,113.80)
727178	$0.00	$2,234.97	$2,234.97	($1,028.09)	($1,028.09)
727179	$0.00	$2,592.31	$2,592.31	($1,192.46)	($1,192.46)
727180	$0.00	$2,645.50	$2,645.50	($1,216.93)	($1,216.93)
727181	$0.00	$2,461.98	$2,461.98	($1,132.51)	($1,132.51)
727182	$0.00	$2,243.42	$2,243.42	($1,031.97)	($1,031.97)
727183	$0.00	$1,477.10	$1,477.10	($679.47)	($679.47)
727184	$0.00	$1,640.48	$1,640.48	($754.62)	($754.62)
727185	$0.00	$1,991.20	$1,991.20	($915.95)	($915.95)
727186	$0.00	$1,226.36	$1,226.36	($564.13)	($564.13)
727187	$0.00	$2,289.17	$2,289.17	($1,053.02)	($1,053.02)
727188	$0.00	$2,306.44	$2,306.44	($1,060.96)	($1,060.96)
727189	$0.00	$2,631.29	$2,631.29	($1,210.39)	($1,210.39)
727190	$0.00	$2,266.11	$2,266.11	($1,042.41)	($1,042.41)
727191	$0.00	$577.18	$577.18	($265.50)	($265.50)
727192	$0.00	$577.78	$577.78	($265.78)	($265.78)
727193	$0.00	$1,086.67	$1,086.67	($499.87)	($499.87)
727194	$0.00	$596.01	$596.01	($274.16)	($274.16)
727195	$0.00	$2,871.80	$2,871.80	($1,321.03)	($1,321.03)
727196	$0.00	$0.00	$0.00	$0.00	$0.00
727197	$0.00	$2,804.36	$2,804.36	($1,290.01)	($1,290.01)
727198	$0.00	$2,998.43	$2,998.43	($1,379.28)	($1,379.28)
727199	$0.00	$2,140.48	$2,140.48	($984.62)	($984.62)
727200	$0.00	$2,149.21	$2,149.21	($988.64)	($988.64)
727201	$0.00	$2,998.43	$2,998.43	($1,379.28)	($1,379.28)
727202	$0.00	$2,626.65	$2,626.65	($1,208.26)	($1,208.26)
727203	$0.00	$2,215.93	$2,215.93	($1,019.33)	($1,019.33)
727204	$0.00	$2,266.28	$2,266.28	($1,042.49)	($1,042.49)
727205	$0.00	$2,712.84	$2,712.84	($1,247.91)	($1,247.91)
727206	$0.00	$2,033.57	$2,033.57	($935.44)	($935.44)
727207	$0.00	$2,109.69	$2,109.69	($970.46)	($970.46)
727208	$0.00	$2,865.19	$2,865.19	($1,317.99)	($1,317.99)
727209	$0.00	$710.49	$710.49	($326.83)	($326.83)
727210	$0.00	$2,773.97	$2,773.97	($1,276.03)	($1,276.03)
727211	$0.00	$0.00	$0.00	$0.00	$0.00
727212	$0.00	$2,114.58	$2,114.58	($972.71)	($972.71)
727213	$0.00	$2,019.45	$2,019.45	($928.95)	($928.95)
727214	$0.00	$1,399.01	$1,399.01	($643.54)	($643.54)
727215	$0.00	$2,353.42	$2,353.42	($1,082.57)	($1,082.57)
727216	$0.00	$2,900.58	$2,900.58	($1,334.27)	($1,334.27)
727217	$0.00	$3,228.63	$3,228.63	($1,485.17)	($1,485.17)
725604	$0.00	$275.66	$275.66	($126.80)	($126.80)
725605	$0.00	$202.09	$202.09	($92.96)	($92.96)
725606	$0.00	$2,488.11	$2,488.11	($1,144.53)	($1,144.53)
725607	$0.00	$1,467.11	$1,467.11	($674.87)	($674.87)
725608	$0.00	$2,009.55	$2,009.55	($924.39)	($924.39)
725609	$0.00	$1,861.50	$1,861.50	($856.29)	($856.29)
725610	$0.00	$1,662.44	$1,662.44	($764.72)	($764.72)
725611	$0.00	$1,847.47	$1,847.47	($849.84)	($849.84)
725612	$0.00	$182.81	$182.81	($84.09)	($84.09)
725613	$0.00	$182.81	$182.81	($84.09)	($84.09)
725614	$0.00	$1,468.59	$1,468.59	($675.55)	($675.55)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
725615	$0.00	$1,724.87	$1,724.87	($793.44)	($793.44)
725616	$0.00	$2,015.15	$2,015.15	($926.97)	($926.97)
725617	$0.00	$1,115.34	$1,115.34	($513.06)	($513.06)
725618	$0.00	$2,002.42	$2,002.42	($921.11)	($921.11)
725619	$0.00	$1,847.47	$1,847.47	($849.84)	($849.84)
725620	$0.00	$304.69	$304.69	($140.16)	($140.16)
725621	$0.00	$182.81	$182.81	($84.09)	($84.09)
725622	$0.00	$304.69	$304.69	($140.16)	($140.16)
725623	$0.00	$1,845.89	$1,845.89	($849.11)	($849.11)
725624	$0.00	$182.81	$182.81	($84.09)	($84.09)
725625	$0.00	$182.81	$182.81	($84.09)	($84.09)
725626	$0.00	$182.81	$182.81	($84.09)	($84.09)
725627	$0.00	$1,108.00	$1,108.00	($509.68)	($509.68)
725628	$0.00	$1,870.05	$1,870.05	($860.22)	($860.22)
725629	$0.00	$1,452.02	$1,452.02	($667.93)	($667.93)
725630	$0.00	$0.00	$0.00	$0.00	$0.00
725631	$0.00	$2,144.02	$2,144.02	($986.25)	($986.25)
725632	$0.00	$1,837.43	$1,837.43	($845.22)	($845.22)
725633	$0.00	$1,476.97	$1,476.97	($679.41)	($679.41)
725634	$0.00	$1,841.99	$1,841.99	($847.32)	($847.32)
725635	$0.00	$1,468.33	$1,468.33	($675.43)	($675.43)
725636	$0.00	$1,672.31	$1,672.31	($769.26)	($769.26)
725637	$0.00	$2,012.36	$2,012.36	($925.69)	($925.69)
725638	$0.00	$1,478.46	$1,478.46	($680.09)	($680.09)
725639	$0.00	$1,955.28	$1,955.28	($899.43)	($899.43)
725640	$0.00	$1,858.69	$1,858.69	($855.00)	($855.00)
725641	$0.00	$1,476.97	$1,476.97	($679.41)	($679.41)
725642	$0.00	$2,012.36	$2,012.36	($925.69)	($925.69)
725643	$0.00	$1,451.99	$1,451.99	($667.92)	($667.92)
725644	$0.00	$1,841.99	$1,841.99	($847.32)	($847.32)
725645	$0.00	$1,478.46	$1,478.46	($680.09)	($680.09)
725646	$0.00	$1,662.94	$1,662.94	($764.95)	($764.95)
725647	$0.00	$1,451.99	$1,451.99	($667.92)	($667.92)
725648	$0.00	$188.73	$188.73	($86.82)	($86.82)
725649	$0.00	$187.61	$187.61	($86.30)	($86.30)
725650	$0.00	$259.56	$259.56	($119.40)	($119.40)
725651	$0.00	$260.01	$260.01	($119.60)	($119.60)
725652	$0.00	$182.36	$182.36	($83.89)	($83.89)
725653	$0.00	$1,451.13	$1,451.13	($667.52)	($667.52)
725654	$0.00	$2,003.40	$2,003.40	($921.56)	($921.56)
725655	$0.00	$1,849.05	$1,849.05	($850.56)	($850.56)
725656	$0.00	$2,019.92	$2,019.92	($929.16)	($929.16)
725657	$0.00	$1,467.33	$1,467.33	($674.97)	($674.97)
725658	$0.00	$1,846.30	$1,846.30	($849.30)	($849.30)
725659	$0.00	$1,653.19	$1,653.19	($760.47)	($760.47)
725660	$0.00	$1,468.82	$1,468.82	($675.66)	($675.66)
725661	$0.00	$1,837.25	$1,837.25	($845.14)	($845.14)
725662	$0.00	$2,019.80	$2,019.80	($929.11)	($929.11)
725663	$0.00	$1,832.35	$1,832.35	($842.88)	($842.88)
725664	$0.00	$2,012.20	$2,012.20	($925.61)	($925.61)
725665	$0.00	$1,731.10	$1,731.10	($796.31)	($796.31)
725666	$0.00	$363.03	$363.03	($166.99)	($166.99)
725667	$0.00	$304.92	$304.92	($140.26)	($140.26)
725668	$0.00	$210.52	$210.52	($96.84)	($96.84)
725669	$0.00	$260.15	$260.15	($119.67)	($119.67)
725670	$0.00	$1,715.78	$1,715.78	($789.26)	($789.26)
725671	$0.00	$183.00	$183.00	($84.18)	($84.18)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
725672	$0.00	$183.00	$183.00	($84.18)	($84.18)
725673	$0.00	$2,009.85	$2,009.85	($924.53)	($924.53)
725674	$0.00	$1,821.99	$1,821.99	($838.12)	($838.12)
725675	$0.00	$1,968.60	$1,968.60	($905.56)	($905.56)
725676	$0.00	$1,440.71	$1,440.71	($662.73)	($662.73)
725677	$0.00	$1,834.02	$1,834.02	($843.65)	($843.65)
725678	$0.00	$1,467.40	$1,467.40	($675.00)	($675.00)
725679	$0.00	$1,998.35	$1,998.35	($919.24)	($919.24)
725680	$0.00	$1,468.89	$1,468.89	($675.69)	($675.69)
725681	$0.00	$2,002.72	$2,002.72	($921.25)	($921.25)
725682	$0.00	$1,442.42	$1,442.42	($663.51)	($663.51)
725683	$0.00	$1,793.18	$1,793.18	($824.86)	($824.86)
725684	$0.00	$1,440.71	$1,440.71	($662.73)	($662.73)
725685	$0.00	$1,653.37	$1,653.37	($760.55)	($760.55)
725686	$0.00	$1,995.12	$1,995.12	($917.76)	($917.76)
725687	$0.00	$1,628.41	$1,628.41	($749.07)	($749.07)
725688	$0.00	$2,013.51	$2,013.51	($926.21)	($926.21)
725689	$0.00	$2,019.54	$2,019.54	($928.99)	($928.99)
725690	$0.00	$1,661.10	$1,661.10	($764.11)	($764.11)
725691	$0.00	$1,936.11	$1,936.11	($890.61)	($890.61)
725692	$0.00	$1,450.53	$1,450.53	($667.24)	($667.24)
725693	$0.00	$1,709.32	$1,709.32	($786.29)	($786.29)
725694	$0.00	$2,036.40	$2,036.40	($936.74)	($936.74)
725695	$0.00	$1,451.09	$1,451.09	($667.50)	($667.50)
725696	$0.00	$1,739.90	$1,739.90	($800.35)	($800.35)
725697	$0.00	$1,450.53	$1,450.53	($667.24)	($667.24)
725698	$0.00	$1,844.55	$1,844.55	($848.49)	($848.49)
725699	$0.00	$1,545.11	$1,545.11	($710.75)	($710.75)
725701	$0.00	$2,046.56	$2,046.56	($941.42)	($941.42)
725702	$0.00	$1,367.15	$1,367.15	($628.89)	($628.89)
725703	$0.00	$1,847.53	$1,847.53	($849.86)	($849.86)
725704	$0.00	$1,468.21	$1,468.21	($675.38)	($675.38)
725705	$0.00	$182.55	$182.55	($83.97)	($83.97)
725706	$0.00	$182.55	$182.55	($83.97)	($83.97)
725707	$0.00	$182.90	$182.90	($84.13)	($84.13)
725708	$0.00	$1,403.77	$1,403.77	($645.73)	($645.73)
725709	$0.00	$1,848.06	$1,848.06	($850.11)	($850.11)
725710	$0.00	$1,467.24	$1,467.24	($674.93)	($674.93)
725711	$0.00	$182.86	$182.86	($84.12)	($84.12)
725712	$0.00	$182.86	$182.86	($84.12)	($84.12)
725713	$0.00	$1,451.13	$1,451.13	($667.52)	($667.52)
725714	$0.00	$182.36	$182.36	($83.89)	($83.89)
725715	$0.00	$182.36	$182.36	($83.89)	($83.89)
725716	$0.00	$182.36	$182.36	($83.89)	($83.89)
725717	$0.00	$182.36	$182.36	($83.89)	($83.89)
725718	$0.00	$1,441.37	$1,441.37	($663.03)	($663.03)
725719	$0.00	$303.94	$303.94	($139.81)	($139.81)
725720	$0.00	$182.36	$182.36	($83.89)	($83.89)
725721	$0.00	$1,451.66	$1,451.66	($667.76)	($667.76)
725722	$0.00	$1,630.86	$1,630.86	($750.20)	($750.20)
725723	$0.00	$2,073.42	$2,073.42	($953.77)	($953.77)
725724	$0.00	$2,082.89	$2,082.89	($958.13)	($958.13)
725725	$0.00	$1,482.04	$1,482.04	($681.74)	($681.74)
725726	$0.00	$1,847.45	$1,847.45	($849.83)	($849.83)
725727	$0.00	$1,457.44	$1,457.44	($670.42)	($670.42)
725728	$0.00	$192.01	$192.01	($88.32)	($88.32)
725729	$0.00	$192.01	$192.01	($88.32)	($88.32)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
725730	$0.00	$1,455.72	$1,455.72	($669.63)	($669.63)
725731	$0.00	$192.01	$192.01	($88.32)	($88.32)
725732	$0.00	$323.98	$323.98	($149.03)	($149.03)
725733	$0.00	$286.73	$286.73	($131.90)	($131.90)
725734	$0.00	$2,092.05	$2,092.05	($962.34)	($962.34)
725735	$0.00	$1,652.43	$1,652.43	($760.12)	($760.12)
725736	$0.00	$2,378.13	$2,378.13	($1,093.94)	($1,093.94)
725737	$0.00	$2,078.16	$2,078.16	($955.95)	($955.95)
725738	$0.00	$1,541.57	$1,541.57	($709.12)	($709.12)
725739	$0.00	$0.00	$0.00	$0.00	$0.00
725740	$0.00	$2,260.96	$2,260.96	($1,040.04)	($1,040.04)
725741	$0.00	$1,697.66	$1,697.66	($780.92)	($780.92)
725742	$0.00	$2,215.01	$2,215.01	($1,018.90)	($1,018.90)
725743	$0.00	$0.00	$0.00	$0.00	$0.00
725744	$0.00	$0.00	$0.00	$0.00	$0.00
725745	$0.00	$354.24	$354.24	($162.95)	($162.95)
725746	$0.00	$273.32	$273.32	($125.73)	($125.73)
725747	$0.00	$273.51	$273.51	($125.81)	($125.81)
725748	$0.00	$426.80	$426.80	($196.33)	($196.33)
725749	$0.00	$0.00	$0.00	$0.00	$0.00
717579	$0.00	$1,488.78	$1,488.78	($684.84)	($684.84)
717580	$0.00	$1,406.53	$1,406.53	($647.00)	($647.00)
717581	$0.00	$1,344.69	$1,344.69	($618.56)	($618.56)
717582	$0.00	$298.86	$298.86	($137.48)	($137.48)
717583	$0.00	$1,884.14	$1,884.14	($866.70)	($866.70)
717584	$0.00	$1,312.52	$1,312.52	($603.76)	($603.76)
717585	$0.00	$1,761.92	$1,761.92	($810.48)	($810.48)
717586	$0.00	$1,699.71	$1,699.71	($781.87)	($781.87)
717587	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717588	$0.00	$1,332.27	$1,332.27	($612.84)	($612.84)
717589	$0.00	$1,890.63	$1,890.63	($869.69)	($869.69)
717590	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717591	$0.00	$1,699.71	$1,699.71	($781.87)	($781.87)
717592	$0.00	$1,730.32	$1,730.32	($795.95)	($795.95)
717593	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717594	$0.00	$0.00	$0.00	$0.00	$0.00
717595	$0.00	$1,917.91	$1,917.91	($882.24)	($882.24)
717596	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717597	$0.00	$1,560.47	$1,560.47	($717.82)	($717.82)
717598	$0.00	$1,327.91	$1,327.91	($610.84)	($610.84)
717599	$0.00	$1,703.75	$1,703.75	($783.73)	($783.73)
717600	$0.00	$1,775.00	$1,775.00	($816.50)	($816.50)
717601	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717602	$0.00	$1,494.31	$1,494.31	($687.38)	($687.38)
717603	$0.00	$1,910.12	$1,910.12	($878.66)	($878.66)
717604	$0.00	$0.00	$0.00	$0.00	$0.00
717605	$0.00	$1,265.29	$1,265.29	($582.03)	($582.03)
717606	$0.00	$1,364.28	$1,364.28	($627.57)	($627.57)
717607	$0.00	$750.92	$750.92	($345.42)	($345.42)
717608	$0.00	$1,330.80	$1,330.80	($612.17)	($612.17)
717609	$0.00	$1,772.64	$1,772.64	($815.41)	($815.41)
717610	$0.00	$1,352.47	$1,352.47	($622.14)	($622.14)
717611	$0.00	$1,692.09	$1,692.09	($778.36)	($778.36)
717612	$0.00	$1,329.04	$1,329.04	($611.36)	($611.36)
717613	$0.00	$2,029.15	$2,029.15	($933.41)	($933.41)
717614	$0.00	$1,919.25	$1,919.25	($882.86)	($882.86)
717615	$0.00	$1,337.28	$1,337.28	($615.15)	($615.15)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
717616	$0.00	$1,366.89	$1,366.89	($628.77)	($628.77)
717617	$0.00	$1,559.28	$1,559.28	($717.27)	($717.27)
717618	$0.00	$1,729.16	$1,729.16	($795.41)	($795.41)
717619	$0.00	$1,706.51	$1,706.51	($784.99)	($784.99)
717620	$0.00	$1,334.72	$1,334.72	($613.97)	($613.97)
717621	$0.00	$1,706.51	$1,706.51	($784.99)	($784.99)
717622	$0.00	$1,375.33	$1,375.33	($632.65)	($632.65)
717623	$0.00	$1,376.94	$1,376.94	($633.39)	($633.39)
717624	$0.00	$1,601.06	$1,601.06	($736.49)	($736.49)
717625	$0.00	$1,740.36	$1,740.36	($800.57)	($800.57)
717626	$0.00	$1,529.54	$1,529.54	($703.59)	($703.59)
717627	$0.00	$1,897.42	$1,897.42	($872.81)	($872.81)
717628	$0.00	$1,899.18	$1,899.18	($873.62)	($873.62)
717629	$0.00	$1,378.69	$1,378.69	($634.20)	($634.20)
717630	$0.00	$2,040.92	$2,040.92	($938.82)	($938.82)
717631	$0.00	$1,798.93	$1,798.93	($827.51)	($827.51)
717632	$0.00	$1,346.46	$1,346.46	($619.37)	($619.37)
717633	$0.00	$1,705.07	$1,705.07	($784.33)	($784.33)
717634	$0.00	$1,720.16	$1,720.16	($791.27)	($791.27)
717635	$0.00	$2,040.95	$2,040.95	($938.84)	($938.84)
717636	$0.00	$0.00	$0.00	$0.00	$0.00
717637	$0.00	$1,378.69	$1,378.69	($634.20)	($634.20)
717638	$0.00	$0.00	$0.00	$0.00	$0.00
717639	$0.00	$1,722.28	$1,722.28	($792.25)	($792.25)
717640	$0.00	$1,330.33	$1,330.33	($611.95)	($611.95)
717641	$0.00	$1,851.65	$1,851.65	($851.76)	($851.76)
717642	$0.00	$1,682.73	$1,682.73	($774.06)	($774.06)
717643	$0.00	$0.00	$0.00	$0.00	$0.00
717644	$0.00	$1,331.15	$1,331.15	($612.33)	($612.33)
717645	$0.00	$1,419.41	$1,419.41	($652.93)	($652.93)
717646	$0.00	$1,350.52	$1,350.52	($621.24)	($621.24)
717647	$0.00	$2,012.75	$2,012.75	($925.87)	($925.87)
717648	$0.00	$1,318.35	$1,318.35	($606.44)	($606.44)
717649	$0.00	$1,690.15	$1,690.15	($777.47)	($777.47)
717650	$0.00	$1,350.52	$1,350.52	($621.24)	($621.24)
717651	$0.00	$1,322.70	$1,322.70	($608.44)	($608.44)
717652	$0.00	$1,687.16	$1,687.16	($776.09)	($776.09)
717653	$0.00	$1,279.72	$1,279.72	($588.67)	($588.67)
717654	$0.00	$1,312.52	$1,312.52	($603.76)	($603.76)
717655	$0.00	$2,006.92	$2,006.92	($923.18)	($923.18)
717656	$0.00	$1,714.15	$1,714.15	($788.51)	($788.51)
717657	$0.00	$1,478.29	$1,478.29	($680.01)	($680.01)
717658	$0.00	$0.00	$0.00	$0.00	$0.00
717659	$0.00	$1,702.10	$1,702.10	($782.97)	($782.97)
717660	$0.00	$1,334.66	$1,334.66	($613.94)	($613.94)
717661	$0.00	$1,724.74	$1,724.74	($793.38)	($793.38)
717662	$0.00	$1,362.48	$1,362.48	($626.74)	($626.74)
717663	$0.00	$1,792.14	$1,792.14	($824.38)	($824.38)
717664	$0.00	$1,716.09	$1,716.09	($789.40)	($789.40)
717665	$0.00	$1,123.57	$1,123.57	($516.84)	($516.84)
717666	$0.00	$1,670.26	$1,670.26	($768.32)	($768.32)
717667	$0.00	$1,711.39	$1,711.39	($787.24)	($787.24)
717668	$0.00	$1,787.43	$1,787.43	($822.22)	PREPAID
717669	$0.00	$1,368.34	$1,368.34	($629.44)	($629.44)
717670	$0.00	$1,734.26	$1,734.26	($797.76)	($797.76)
717671	$0.00	$1,759.04	$1,759.04	($809.16)	($809.16)
717672	$0.00	$1,419.41	$1,419.41	($652.93)	($652.93)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
717673	$0.00	$1,883.72	$1,883.72	($866.51)	($866.51)
717674	$0.00	$1,684.80	$1,684.80	($775.01)	($775.01)
717675	$0.00	$1,320.08	$1,320.08	($607.24)	($607.24)
717676	$0.00	$1,793.85	$1,793.85	($825.17)	($825.17)
717677	$0.00	$1,735.88	$1,735.88	($798.50)	($798.50)
717678	$0.00	$1,373.61	$1,373.61	($631.86)	($631.86)
717679	$0.00	$2,035.84	$2,035.84	($936.49)	($936.49)
717680	$0.00	$1,925.98	$1,925.98	($885.95)	($885.95)
717681	$0.00	$1,713.24	$1,713.24	($788.09)	($788.09)
717682	$0.00	$1,341.44	$1,341.44	($617.06)	($617.06)
717683	$0.00	$1,978.00	$1,978.00	($909.88)	($909.88)
717684	$0.00	$2,119.00	$2,119.00	($974.74)	($974.74)
717685	$0.00	$1,369.88	$1,369.88	($630.14)	($630.14)
717686	$0.00	$1,337.33	$1,337.33	($615.17)	($615.17)
717687	$0.00	$1,731.77	$1,731.77	($796.61)	($796.61)
717688	$0.00	$1,784.41	$1,784.41	($820.83)	($820.83)
717689	$0.00	$1,711.37	$1,711.37	($787.23)	($787.23)
717690	$0.00	$1,575.29	$1,575.29	($724.63)	($724.63)
717691	$0.00	$1,374.96	$1,374.96	($632.48)	($632.48)
717692	$0.00	$1,269.31	$1,269.31	($583.88)	($583.88)
717693	$0.00	$2,037.22	$2,037.22	($937.12)	($937.12)
717694	$0.00	$1,737.23	$1,737.23	($799.13)	($799.13)
717695	$0.00	$1,475.27	$1,475.27	($678.62)	($678.62)
717696	$0.00	$1,758.22	$1,758.22	($808.78)	($808.78)
717697	$0.00	$2,083.20	$2,083.20	($958.27)	($958.27)
717698	$0.00	$1,399.87	$1,399.87	($643.94)	($643.94)
717699	$0.00	$1,359.22	$1,359.22	($625.24)	($625.24)
717700	$0.00	$1,801.28	$1,801.28	($828.59)	($828.59)
717701	$0.00	$0.00	$0.00	$0.00	$0.00
717702	$0.00	$1,319.33	$1,319.33	($606.89)	($606.89)
717703	$0.00	$1,700.93	$1,700.93	($782.43)	($782.43)
717704	$0.00	$1,911.01	$1,911.01	($879.06)	($879.06)
717705	$0.00	$1,350.07	$1,350.07	($621.03)	($621.03)
717706	$0.00	$1,547.54	$1,547.54	($711.87)	($711.87)
717707	$0.00	$1,770.25	$1,770.25	($814.32)	($814.32)
717708	$0.00	$1,689.70	$1,689.70	($777.26)	($777.26)
717709	$0.00	$1,712.34	$1,712.34	($787.68)	($787.68)
717710	$0.00	$1,317.90	$1,317.90	($606.23)	($606.23)
717711	$0.00	$1,271.53	$1,271.53	($584.90)	($584.90)
717712	$0.00	$1,480.05	$1,480.05	($680.82)	($680.82)
717713	$0.00	$1,765.01	$1,765.01	($811.90)	($811.90)
717714	$0.00	$1,897.43	$1,897.43	($872.82)	($872.82)
717715	$0.00	$1,832.19	$1,832.19	($842.81)	($842.81)
717716	$0.00	$1,413.51	$1,413.51	($650.21)	($650.21)
717717	$0.00	$1,768.54	$1,768.54	($813.53)	($813.53)
717718	$0.00	$1,783.20	$1,783.20	($820.27)	($820.27)
717719	$0.00	$1,400.17	$1,400.17	($644.08)	PREPAID
717720	$0.00	$1,337.34	$1,337.34	($615.18)	($615.18)
717721	$0.00	$1,894.43	$1,894.43	($871.44)	($871.44)
717722	$0.00	$1,763.01	$1,763.01	($810.98)	($810.98)
717723	$0.00	$1,702.22	$1,702.22	($783.02)	($783.02)
717724	$0.00	$1,398.00	$1,398.00	($643.08)	($643.08)
717725	$0.00	$1,821.26	$1,821.26	($837.78)	($837.78)
717726	$0.00	$1,743.75	$1,743.75	($802.13)	($802.13)
717727	$0.00	$0.00	$0.00	$0.00	$0.00
717728	$0.00	$1,821.43	$1,821.43	($837.86)	($837.86)
717729	$0.00	$429.62	$429.62	($197.63)	($197.63)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
717730	$0.00	$1,745.78	$1,745.78	($803.06)	($803.06)
717731	$0.00	$1,871.14	$1,871.14	($860.72)	($860.72)
Total	**$0.00**	**$704,544.16**	**$704,544.16**	**($324,090.31)**	**($322,624.02)**

1 - Parcels represent the split ownership of Property ID 727070 per Denton County Appraisal District Records as of Augst 4, 2021.

Appendix G

PHASE #3B LOCAL IMPROVEMENTS ASSESSMENT ROLL SUMMARY – 2021-22

Appendix G
Assessment Roll Summary - Phase #3B
2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Adminstrative Expense	TIRZ Credit	Annual Installment
757670	0	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757669	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757668	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757667	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757666	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757665	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757664	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757663	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757662	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757661	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757660	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757659	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757658	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757657	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757656	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757655	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757654	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757653	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757652	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757651	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757650	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757649	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757648	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757647	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757646	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757645	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757644	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757643	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757642	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757641	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757640	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757639	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757638	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757637	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757636	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757635	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757634	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757633	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757632	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757631	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757630	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757629	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757628	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757627	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757626	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757625	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757624	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757623	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757622	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757621	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757620	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757619	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757618	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757617	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757616	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757615	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757614	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Adminstrative Expense	TIRZ Credit	Annual Installment
757613	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757612	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757611	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757610	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757609	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757608	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757607	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757606	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757605	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757604	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757603	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757602	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757601	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757600	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757599	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757598	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757597	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757596	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757595	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757594	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757593	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757592	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757591	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757590	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757589	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757588	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757587	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757586	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757585	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757584	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757583	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757582	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757581	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757580	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757579	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757578	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757577	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757576	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757575	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757574	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757573	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757572	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757571	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757570	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757569	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757568	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757567	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757566	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757565	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757564	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757563	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757562	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757561	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757560	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757559	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757558	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757557	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757556	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757555	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757554	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757553	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Adminstrative Expense	TIRZ Credit	Annual Installment
757552	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757551	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757550	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757549	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757548	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757547	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757546	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757545	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757544	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757543	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757542	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757541	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757540	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757539	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757538	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757537	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757536	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757535	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757534	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757533	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757532	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757531	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
Total	**139**		**92.66**	**$2,505,305.64**	**$24,962.28**	**$225,728.04**	**$21,000.00**	**$0.00**	**$271,690.32**

Date:	08/17/2021
Agenda Item #:	6. H.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1627 Approving the 2021-2022 Annual Service Plan Update for the Spiritas Ranch Public Improvement District.**

DESCRIPTION:

The Spiritas Ranch Public Improvement District was created pursuant to the Public Improvement District (PID) Act and a resolution of the Town Council on February 2, 2021. The Town of Little Elm has contracted with Municap, Inc. to provide administrative and management support services associated with the Spiritas Ranch Public Improvement District.

Municap, Inc.'s scope of services includes the annual determination of the special assessments to be collected from the property within the PID boundaries as well as updating the service and assessment plan and special assessment roll. In compliance with Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually.

This document is the annual update of the Service and Assessment Plan for 2021-2022 (Assessment Year 9/1/2021-8/31/2022. This Annual Service Plan update is related to the annual budget for the payment of PID obligations.

BUDGET IMPACT:

Spiritas Ranch Annual PID Assessment for 2021-2022. Submittal to Denton County Tax office prior to October 1.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Staff Report Spiritas Ranch PID

Ordinance No. 1627 Spiritas Ranch
Spiritas Ranch 2021-2022 SAP

Finance Department
Kelly Wilson, Chief Financial Officer
Phone: 214-975-0415
kwilson@littleelm.org

TOWN COUNCIL
CONSENT AGENDA
Date: August 17, 2021

PROJECT
Consider and Action to adopt **Ordinance No. 1627** an Ordinance of the Town of Little Elm, Texas approving the 2021-2022 Annual Service Plan Update for the **Spiritas Ranch Public Improvement District**.

BACKGROUND – Annual Service Plan Summary

Assessed Value Changes of the PID

Year	Assessed Value
2021 Certified TAV	$1,214,528

Infrastructure Improvements

Infrastructure*	Total Investment
Road improvements	$11,683,948
Water distribution system improvements	$2,759,676
Sanitary sewer improvements	$5,843,259
Storm drainage improvements	$5,004,797
Parks, landscaping, and hardscaping	$2,722,430
Other soft and miscellaneous costs	$8,195,494
Total Improvement Cost	**$36,209,604**

*Includes improvements in four areas

Completed Homes as of June 30, 2021

Phase	Total Lots to be Developed	Completed Homes	Percent Complete
Improvement Area #1	1,057	0	0%
Major Improvement Area	1,099	0	0%
Total	**2,156**	**0**	**0%**

Outstanding PID Assessment

Phases	Outstanding Debt Obligation	Years Remaining for PID
Area 1	$32,920,000	30 Years
Major Improvement Area	$10,280,000	30 Years

RECOMMENDED ACTION
Staff recommends Council adopt Ordinance 1627

ATTACHMENTS
Ordinance No. 1627
Exhibit A – Spiritas Ranch Public Improvement District Annual Service Plan (Assessment Year 9/1/2021-8/31/2022)

TOWN OF LITTLE ELM

ORDINANCE NO. 1627

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM UPDATING THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL

WHEREAS, by Resolution No. 0202202101 adopted on February 2, 2021, after notice and a public hearing in the manner required by law, the Town Council of the Town of Little Elm, Texas approved a resolution authorizing the creation of the Spiritas Ranch Public Improvement District (the "District") of the Town of Little Elm; and

WHEREAS, the Town Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on February 21, 2021 in DENTON RECORD-CHRONICLE, a newspaper of general circulation in the Town; and

WHEREAS, on May 11, 2021, after notice and a public hearing conducted in the manner required by law, the Town Council adopted Ordinance No. 1599 approving the Spiritas Ranch Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conforms the original Assessment Roll to the principal and interest payment schedule required for the bonds and reimbursement agreements, and updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the Town Council now desires to proceed with the adoption of this Ordinance, which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the Town Council finds the passage of this Ordinance to be in the best interest for the citizens of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the **Spiritas Ranch Annual Service Plan Update and updated Assessment Roll summary, attached hereto as Exhibit A**, are hereby accepted and approved.

SECTION 3: That this Ordinance shall be cumulative of all other Town Ordinances and all other provisions of other Ordinances adopted by the Town which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 4: It is hereby declared to be the intention of the Town Council of the Town of Little Elm, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the Town Council of the Town of Little Elm without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 5: This Ordinance shall take effect immediately from and after its passage as the law in such case provides.

SECTION 6: PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 17TH DAY OF AUGUST 2021.

Approved by _____ **Date** _____
Mayor

Approved to form by _____ **Date** _____
Town Attorney

Certified by _____ **Date** _____
Town Secretary

SPIRITAS RANCH
PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)

AS APPROVED BY TOWN COUNCIL ON:
AUGUST 17, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

SPIRITAS RANCH
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 – 8/31/22)

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 2

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 2
B. FIVE YEAR SERVICE PLAN 5
C. STATUS OF DEVELOPMENT 5
D. ANNUAL BUDGET – IMPROVEMENT AREA #1 6
E. ANNUAL INSTALLMENTS PER UNIT - IMPROVEMENT AREA #1 9
F. ANNUAL BUDGET – MAJOR IMPROVEMENT AREA 9
G. ANNUAL INSTALLMENTS PER UNIT - MAJOR IMPROVEMENT AREA 13
H. BOND REDEMPTION RELATED UPDATES 13

III. UPDATE OF THE ASSESSMENT PLAN 15

IV. UPDATE OF THE ASSESSMENT ROLL 16

A. PARCEL UPDATES 16
B. PREPAYMENT OF ASSESSMENTS 16

APPENDIX A - SPIRITAS RANCH PID MAP

APPENDIX B - PREPAID PARCELS

APPENDIX C - PRELIMINARY VALUE BY PHASE

APPENDIX D - IMPROVEMENT AREA #1 ASSESSMENT ROLL - 2021-22

APPENDIX E - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - 2021-22

I. INTRODUCTION

The Spiritas Ranch Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the Town Council on February 2, 2021, to finance certain public improvement projects for the benefit of the property in the PID.

On May 11, 2021, the Town approved issuance of the Town of Little Elm, Texas Special Assessment Revenue Series 2021 Bonds, Series 2021 (Spiritas Ranch Public Improvement District Improvement Area #1 Projects and Major Improvement Area Projects) (the "Series 2021 Bonds") in the aggregate principal amount of $43,200,000, to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the Town identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2021-22 (the "Annual Service Plan Update").

The Town also adopted the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll attached as Appendix G and Appendix F, respectively, to the Service and Assessment Plan, identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Rolls for 2021-22.

Capitalized terms shall have the meanings set forth in the Service and Assessment Plan unless otherwise defined herein.

(remainder of this page is intentionally left blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Improvement Area #1 Improvements Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on May 11, 2021, the initial total estimated costs of the Improvement Area #1 Improvements, including the proportional share of the Major Improvement Area costs and estimated bond issuance costs, were equal to $35,826,073. According to the Developer, there has been no change to the total initial estimated costs as provided in draw request #1, which was approved by the Town on July 1, 2021.

Table II-A-1 on the following page summarizes the budget line-item changes and updated sources and uses of funds required to (1) construct the Improvement Area #1 Improvements, including the proportional share of the Major Improvement costs, (2) establish the PID, and (3) issue the Series 2021 Bonds.

(remainder of this page is intentionally left blank)

Table II-A-1
Sources and Uses – Improvement Area #1

Sources of Funds	Initial Estimated Budget	Budget Revisions	Updated Budget[1]	Amount Spent to Date[1]	Remaining Balance
Par amount	$32,920,000	$0	$32,920,000	$8,931,886	$23,988,114
Other funding sources					
Developer contributions	$2,906,073	$0	$2,906,073	$0	$2,906,073
Subtotal: Other funding sources	*$2,906,073*	*$0*	*$2,906,073*	*$0*	*$2,906,073*
Total Sources	**$35,826,073**	**$0**	**$35,826,073**	**$8,931,886**	**$26,894,186**
Uses of Funds					
Improvement Area #1 Improvements					
Roadway Improvements	$7,677,642	$265,518	$7,943,160	$0	$7,943,160
Water Improvements	$2,143,135	$74,117	$2,217,252	$0	$2,217,252
Sewer Improvements	$3,728,596	$128,947	$3,857,543	$0	$3,857,543
Storm Drainage Improvements	$4,456,317	$154,114	$4,610,431	$0	$4,610,431
Parks, Landscaping, and Hardscaping	$0	$0	$0	$0	$0
Other Soft and Miscellaneous Costs	$3,288,389	$113,724	$3,402,113	$945,991	$2,456,122
Subtotal: Improvement Area #1 Improvements	*$21,294,079*	*$736,420*	*$22,030,499*	*$945,991*	*$21,084,509*
Major Improvements					
Roadway Improvements	$1,941,333	($260,403)	$1,680,930	$0	$1,680,930
Water Improvements	$298,757	($66,106)	$232,651	$0	$232,651
Sewer Improvements	$1,024,701	($128,680)	$896,021	$0	$896,021
Storm Drainage Improvements	$265,777	($127,835)	$137,941	$0	$137,941
Parks, Landscaping, and Hardscaping	$1,319,206	($0)	$1,319,206	$0	$1,319,206
Other Soft and Miscellaneous Costs	$2,377,833	($153,395)	$2,224,438	$681,509	$1,542,929
Subtotal: Major Improvements	*$7,227,607*	*($736,420)*	*$6,491,187*	*$681,509*	*$5,809,678*
Bond Issuance Costs					
Cost of Issuance	$1,552,615	$0	$1,552,615	$1,552,615	$0
Capitalized Interest	$3,243,992	$0	$3,243,992	$3,243,992	$0
Reserve Fund	$2,268,179	$0	$2,268,179	$2,268,179	$0
Administrative Expense	$75,000	$0	$75,000	$75,000	$0
Placement Agent's Fee	$164,600	$0	$164,600	$164,600	$0
Subtotal: Bond Issuance Costs	*$7,304,387*	*$0*	*$7,304,387*	*$7,304,387*	*$0*
Total Uses	**$35,826,073**	**$0**	**$35,826,073**	**$8,931,886**	**$26,894,186**

1 – According to Draw Request #1 approved by the Town on July 1, 2021.

Improvement Area #1 Improvement Cost Variances

As stated in Table II-A-1 above, there are no significant variances to the Improvement Area #1 Improvement aggregate budget.

Major Improvements Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on May 11, 2021, the initial total estimated costs of the Phases #2-4 Major Improvements, including bond issuance costs, were equal to $10,280,000. According to the Developer, there has been no change to the total initial estimated costs as provided in draw request #1, which was approved by the Town on July 1, 2021.

Table II-A-2 below summarizes the updated sources and uses of funds required to (1) construct the Phases #2-4 Major Improvements, (2) establish the PID, and (3) issue the Series 2021 Bonds.

Table II-A-2
Updated Sources and Uses – Phases #2-4 Major Improvements

Sources of Funds	Initial Estimated Budget	Budget Revisions	Updated Budget[1]	Amount Spent to Date[1]	Remaining Balance
Par amount	$10,280,000	$0	$10,280,000	$3,232,920	$7,047,080
Other funding sources					
Developer contributions	$0	$0	$0	$0	$0
Subtotal: Other funding sources	*$0*	*$0*	*$0*	*$0*	*$0*
Total Sources	**$10,280,000**	**$0**	**$10,280,000**	**$3,232,920**	**$7,047,080**
Uses of Funds					
Major Improvements					
Roadway Improvements	$2,064,973	$0	$2,064,973	$0	$2,064,973
Water Improvements	$317,784	$0	$317,784	$0	$317,784
Sewer Improvements	$1,089,962	$0	$1,089,962	$0	$1,089,962
Storm Drainage Improvements	$282,703	$0	$282,703	$0	$282,703
Parks, Landscaping, and Hardscaping	$1,403,224	$0	$1,403,224	$0	$1,403,224
Other Soft and Miscellaneous Costs	$2,529,272	$0	$2,529,272	$640,837	$1,888,435
Subtotal: Major Improvements	*$7,687,918*	*$0*	*$7,687,918*	*$640,837*	*$7,047,080*
Bond Issuance Costs					
Cost of Issuance	$784,385	$0	$784,385	$784,385	$0
Capitalized Interest	$1,013,008	$0	$1,013,008	$1,013,008	$0
Reserve Fund	$708,289	$0	$708,289	$708,289	$0
Administrative Expense	$35,000	$0	$35,000	$35,000	$0
Placement Agent's Fee	$51,400	$0	$51,400	$51,400	$0
Subtotal: Bond Issuance Costs	*$2,592,082*	*$0*	*$2,592,082*	*$2,592,082*	*$0*
Total Uses	**$10,280,000**	**$0**	**$10,280,000**	**$3,232,920**	**$7,047,080**

1 – According to Draw Request #1 approved by the Town on July 1, 2021.

Phases #2-4 Major Improvement Area Cost Variances

As stated in Table II-A-2 above, there are no significant variances to the Phases #2-4 Major Improvement aggregate budget.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years.

All of the Authorized Improvements are expected to be built within a period of five years. The anticipated budget for the Authorized Improvements over a period of five years, and the Annual Installments expected to be collected for these costs is shown by Table II-B-1 below.

Table II-B-1
Annual Indebtedness and Projected Annual Installments (2021-2027)

Assessment Year ending 09/01	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Series 2021 Bonds	Major Improvement Annual Installments	Phase #1 Annual Installments
2021	$46,106,073	$43,200,000	$2,906,073	$0	$0
2022	$0	$0	$0	$0	$0
2023	$0	$0	$0	$476,934[2]	$1,488,116[2]
2024	$0	$0	$0	$796,258	$2,502,999
2025	$0	$0	$0	$797,292	$2,504,009
2026	$0	$0	$0	$792,754	$2,508,289
2027	$0	$0	$0	$792,937	$2,505,544
Total	**$46,106,073**	**$43,200,000**	**$2,906,073**	**$3,656,174**	**$11,508,957**

1 - Projected Annual Installments for Assessment Years ending 2021-22 represent actual amounts billed and include applicable credits. Assessment Years ending 2023-2027 represent projected amounts and will be updated in future Annual Service Plan Updates.
2 – Includes a projected amount of capitalized interest funds anticipated to be available for the March 1, 2023 debt service payment.

C. Status of Development

Improvement Area #1

According to the Private Placement Memorandum, the expected completion date for the Improvement Area #1 improvements is fourth quarter of 2022 with an expected final lot sale date of third quarter 2024.

According to the Town, no building permits have been issued within Improvement Area #1 of the PID as of June 30, 2021.

Major Improvement Area

According to the Private Placement Memorandum, the expected completion date for the Major Improvement Area improvements is fourth quarter of 2022 with an expected final lot sale date occurring in 2029.

According to the Town, no building permits have been issued with the Major Improvement Area of the PID as of June 30, 2021.

See Appendix C for 2021 preliminary assessed values of all Parcels within the PID.

D. ANNUAL BUDGET – IMPROVEMENT AREA #1

Improvement Area #1 - Annual Installments – 2021-22

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the tax year following the issuance of the Series 2021 Bonds, of which thirty (30) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series 2021 Bonds commencing with the issuance of the Series 2021 Bonds. The effective interest rate on the Series 2021 Bonds is 5.375 percent per annum. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Series 2021 Bonds (5.375 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Improvement Area #1 portion of the Series 2021 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment Plan and applicable Trust Indenture.

Improvement Area #1 Annual Installments to be Collected for 2021-22

The budget for Improvement Area #1 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-D-1 on the following page.

Table II-D-1
Budget for the Improvement Area #1 Annual Installments to be Collected for 2021-22

	Improvement Area #1 portion of the Series 2021 Bonds
Interest payment on March 1, 2022	$884,725
Interest payment on September 1, 2022	$884,725
Principal payment on September 1, 2022	$0
Subtotal - Debt Service Payments	*$1,769,450*
Administrative Expenses	$50,000
Excess Interest for Prepayment & Delinquency Reserves[1]	$0
Subtotal Expenses	*$1,819,450*
Available Reserve Fund Income	$0
Available Capitalized Interest Funds	($1,769,450)
Available Administrative Expense Funds[2]	($50,000)
Subtotal funds available	*($1,819,450)*
Annual Installments	**$0**

1 – Excess interest for prepayment and delinquency reserves are not needed to be funded as available capitalized interest funds are available to pay Improvement Area #1's portion of the Series 2021 Bonds for Assessment Year ending September 1, 2022.
2 – Available Administrative Expense Funds represent funds deposited to the Administrative Expense Fund at Bond closing.

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $884,725 and on September 1, 2022 in the amount of $884,725, which equal interest on the outstanding Improvement Area #1 Assessments balance of $32,920,000 for six months each and an effective interest rate of 5.375 percent. There is no principal payment due on September 1, 2022 for Improvement Area #1's portion of the Series 2021 Bonds. As a result, total Annual Installments to be collected in 2020-21 for principal and interest is estimated to be equal to $1,769,450.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, auditor, Trustee, and contingency fees. As shown in Table II-D-2 on the following page, the total Improvement Area #1 administrative expenses to be collected for 2021-22 are estimated to be $50,000.

(remainder of page left intentionally blank)

Table II-D-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$6,000
PID Administrator	$34,000
Audit	$2,000
Trustee	$3,000
Contingency	$5,500
Total	**$50,000**

Excess Interest for Prepayment and Delinquency Reserve

Excess interest for prepayment and delinquency reserves are not needed to be funded for Assessment Year ending September 1, 2022 as available capitalized interest funds are available to pay Improvement Area #1's portion of the Series 2021 Bonds.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $2,976,469, which represents the Bond Reserve Requirement of $2,976,469. Pursuant to Section 6.7 (e) of the Trust Indenture, any excess funds within the Reserve Fund should be transferred to the Principal & Interest Account and used to pay interest on the Series 2021 Bonds on the next interest payment date. As a result, there are no funds anticipated to be available to pay a portion of the Improvement Area #1 portion of the Series 2021 Bonds debt service.

Available Capitalized Interest Account

As of June 30, 2021, the balance in the Capitalized Interest Fund was $4,257,000. Pursuant to Section 6.4 (c) of the Trust Indenture, $1,769,450 should be used to pay interest on Improvement Area #1's portion of the Series 2021 Bonds on the semi-annual interest payment dates of March 1, 2022 and September 1, 2022. As a result, there are $1,769,450 anticipated to be available to pay Improvement Area #1's portion of the Series 2021 Bonds debt service for Assessment Year ending September 1, 2022.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $110,000, which represents funds deposited into the administrative expense fund at Bond closing. As a result, there are $50,000 anticipated to be available in the Administrative Expense Fund to reduce the Improvement Area #1 2021-22 Annual Installment.

E. Annual Installments Per Unit - Improvement Area #1

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Improvement Area #1 portion of the Series 2021 Bonds, to fund the Prepayment Reserve and Delinquency Reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of Improvement Area #1.

According to the Service and Assessment Plan, 1,057 units, representing 824.33 total Equivalent Units, are anticipated to be built within Improvement Area #1 of the PID. Accordingly, the net principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be $0.00 (i.e. ($1,769,450 - $1,769,450) ÷ 824.33 = $0.00) and the net Administrative Expenses to be collected from each Equivalent Unit will be $0.00 (i.e. ($50,000 - $50,000) ÷ 824.33 = $0.00). As a result, the total Annual Installment to be collected from each Equivalent Unit within Improvement Area #1 will be $0.00. The Annual Installment to be collected from each Parcel within Improvement Area #1 is calculated by multiplying the Annual Installment for each Equivalent Unit of $0.00 by the total estimated Equivalent Units for each Parcel in Improvement Area #1.

The Annual Installment due to be collected from each Land Use Class in Improvement Area #1 for 2021-22 is shown in Table II-E-1 below.

Table II-E-1
Annual Installment Per Unit – Improvement Area #1

Land Use Class	Annual Installment Per Equivalent Unit	Equivalent Unit Factor	Annual Installment Per Unit
60 FT	$0.00	1.00	$0.00
50 FT	$0.00	0.83	$0.00
40 FT	$0.00	0.67	$0.00

The list of Parcels within Improvement Area #1 of the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix D.

F. Annual Budget – Major Improvement Area

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Series 2021 Bonds, of which thirty (30) Annual Installments remain outstanding.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Series 2021 Bonds commencing with the issuance of the Series 2021 Bonds. The effective interest rate on the Series 2021 Bonds is 5.375 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Series 2021 Bonds (5.375 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Major Improvement Area portion of the Series 2021 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment Plan and applicable Trust Indenture.

Phases #2-4 Major Improvement Area Annual Installments to be Collected for 2021-22

The budget for the Major Improvement Area of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-F-1 on the following page.

(remainder of page left intentionally blank)

Table II-F-1
Budget for the Major Improvement Area
Annual Installments to be Collected for 2021-22

	Major Improvement Area portion of the Series 2021 Bonds
Interest payment on March 1, 2022	$276,275
Interest payment on September 1, 2022	$276,275
Principal payment on September 1, 2022	$0
Subtotal - Debt Service Payments	*$552,550*
Administrative Expenses	$35,000
Excess Interest for Prepayment & Delinquency Reserves[1]	$0
Subtotal Expenses	*$587,550*
Available Reserve Fund Income	$0
Available Capitalized Interest Funds	($552,550)
Available Administrative Expense Funds[2]	($35,000)
Subtotal funds available	*($587,550)*
Annual Installments	**$0**

1 – Excess interest for prepayment and delinquency reserves are not needed to be funded as available capitalized interest funds are available to pay Improvement Area #1's portion of the Series 2021 Bonds for Assessment Year ending September 1, 2022.
2 – Available Administrative Expense Funds represent funds deposited to the Administrative Expense Fund at Bond closing.

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $276,275 and on September 1, 2022 in the amount of $276,275, which equal interest on the outstanding Major Improvement Area Assessments balance of $10,280,000 for six months each and an effective interest rate of 5.38 percent. There is no principal payment due on September 1, 2022 for the Major Improvement Area portion of the Series 2021 Bonds. As a result, total Annual Installments to be collected in 2020-21 for principal and interest is estimated to be equal to $552,550.

Administrative Expenses

Administrative expenses include the Town, Trustee, Administrator, auditor, dissemination agent and contingency fees. As shown in Table II-F-2 on the following page, the total Major Improvement administrative expenses to be collected for 2021-22 are estimated to be $35,000.

Table II-F-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$6,000
PID Administrator	$23,000
Audit	$2,000
Trustee	$1,000
Contingency	$3,000
Total	**$35,000**

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $2,976,469, which represents the Bond Reserve Requirement of $2,976,469. Pursuant to Section 6.7 (e) of the Trust Indenture, any excess funds within the Reserve Fund should be transferred to the Principal & Interest Account and used to pay interest on the Series 2021 Bonds on the next interest payment date. As a result, there are no funds anticipated to be available to pay a portion of the Major Improvement Area portion of the Series 2021 Bonds debt service.

Available Capitalized Interest Account

As of June 30, 2021, the balance in the Capitalized Interest Fund was $4,257,000. Pursuant to Section 6.4 (c) of the Trust Indenture, $552,550 should be used to pay interest on Improvement Area #1's portion of the Series 2021 Bonds on the semi-annual interest payment dates of March 1, 2022 and September 1, 2022. As a result, there are $552,550 anticipated to be available to pay the Major Improvement Area portion of the Series 2021 Bonds debt service for Assessment Year ending September 1, 2022.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $110,000, which represents funds deposited into the administrative expense fund at Bond closing. As a result, there are $35,000 anticipated to be available in the Administrative Expense Fund to reduce the Major Improvement Area 2021-22 Annual Installment.

G. Annual Installments Per Unit - Major Improvement Area

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Major Improvement Area portion of the Series 2021 Bonds, to fund the Prepayment Reserve and Delinquency Reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of the Major Improvement Area.

According to the Service and Assessment Plan, 1,099 units representing 876.83 total Equivalent Units are anticipated to be built within the Major Improvement Area of the PID. Accordingly, the net principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be $0.00 (i.e. ($552,550 - $552,550) ÷ 876.83 = $0.00) and the Administrative Expenses to be collected from each Equivalent Unit will be $0.00 (i.e. ($35,000 - $35,000) ÷ 876.83 = $0.00). As a result, the total Annual Installment to be collected from each Equivalent Unit within the Major Improvement Area will be $0.00 for each Parcel within the Major Improvement Area. The Annual Installment to be collected from each Parcel within the Major Improvement Area is calculated by multiplying the Annual Installment for each Equivalent Unit of $0.00 by the total estimated Equivalent Units for each Parcel in the Major Improvement Area.

The Annual Installment due to be collected from each Land Use Class in the Major Improvement Area for 2021-22 is shown in Table II-G-1 below.

Table II-G-1
Annual Installment Per Unit – Phases #2-4 Major Improvement Area

Land Use Class	Annual Installment per Equivalent Unit	Equivalent Unit Factor	Annual Installment Per Unit
74 Ft	$0.00	1.00	$0.00
60 Ft	$0.00	0.83	$0.00
50 Ft	$0.00	0.67	$0.00

The list of Parcels within the Major Improvement Area of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2021-22 are shown in the assessment roll summary attached hereto as Appendix E.

H. Bond Redemption Related Updates

The Series 2021 Bonds were issued in 2021. Pursuant to Section 4.3 of the Trust Indenture, the Town reserves the right and option to redeem the Series 2021 Bonds before their scheduled maturity dates, in whole or in part, on any date on or after **September 1, 2026**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the applicable Trust Indenture.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the Series 2021 Bonds does not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the Town accordingly.

(remainder of this page is intentionally left blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the Town Council describes that the Authorized Improvement costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement costs to Parcels similarly benefited.

Assessment Methodology

This method of assessing property, as updated in prior Annual Service Plan Updates, has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

(remainder of this page is intentionally left blank)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by the Service and Assessment Plan or in 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.I of the Service and Assessment Plan.

The summary of updated Assessment Rolls is shown in Appendix D and Appendix E of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.
B = the Assessment for the Parcel prior to subdivision.
C = the estimated Equivalent Units to be built on each newly subdivided Parcel
D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

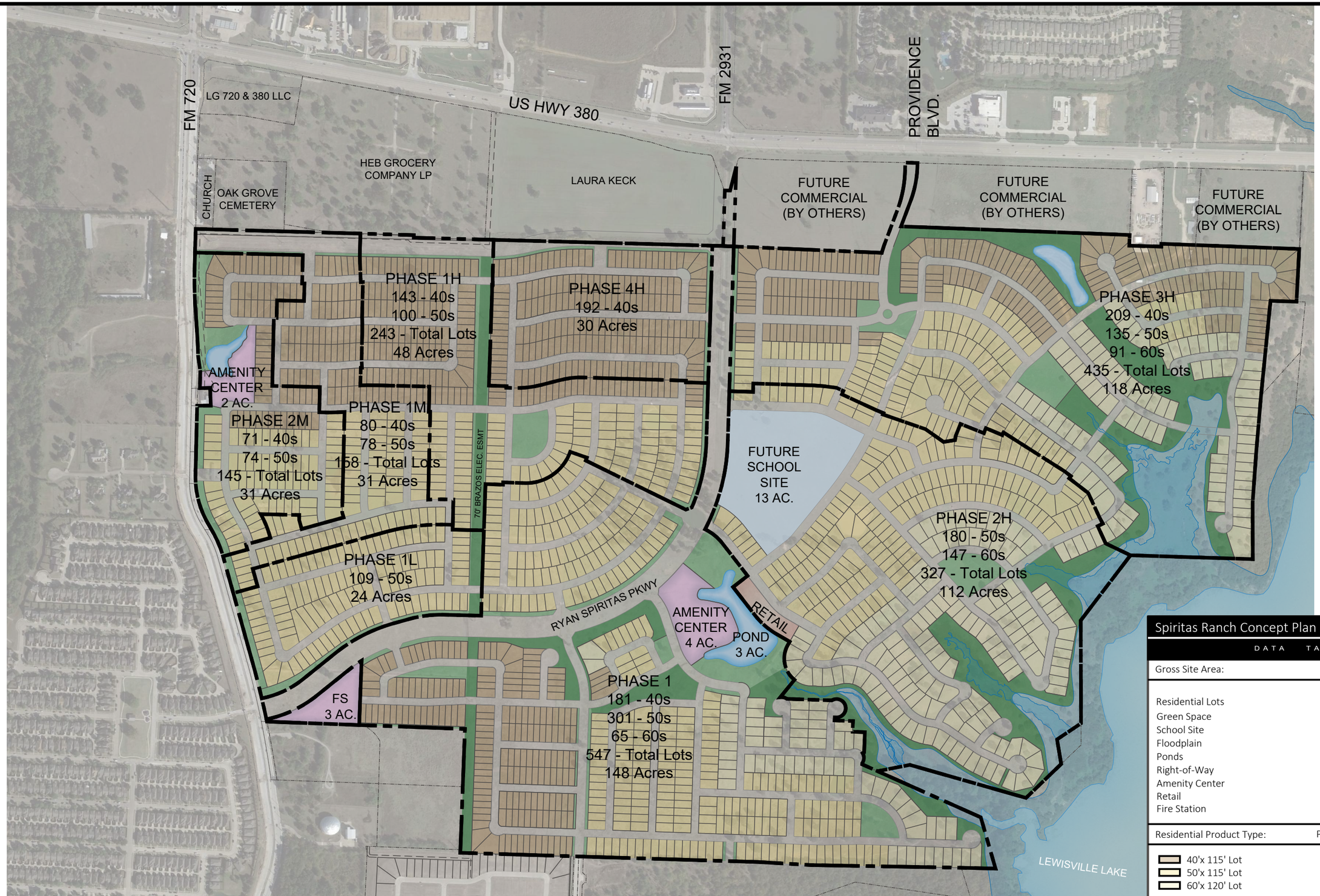
The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

B. PREPAYMENT OF ASSESSMENTS

As of July 31, 2021, there have been no prepayment of Assessments for any Parcel within the PID.

The complete Assessment Roll is available for review at the Little Elm Town Hall, located at 100 W. Eldorado Parkway, Little Elm, Texas 75068.

APPENDIX A
SPIRITAS RANCH PID MAP



Spiritas Ranch Concept Plan 28

DATA TABLE

Gross Site Area:		545+/-
	Acres	Gross %
Residential Lots	433	80%
Green Space	49	9%
School Site	13	2%
Floodplain	16	3%
Ponds	5	1%
Right-of-Way	17	3%
Amenity Center	7	1%
Retail	2	0.5%
Fire Station	3	0.5%

Residential Product Type:	Phase 1	Future	Total
40'x 115' Lot	404	472	876
50'x 115' Lot	588	389	977
60'x 120' Lot	65	238	303
Total Lots	1,057	1,099	2,156
Total Acres	251	294	545

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=500'
DATE: MAR. 2021

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\2019017001LP28SpiritasRanchConceptPlan 03292021.dwg Mar 29,2021 - 11:17 am chancock

APPENDIX B
PREPAID PARCELS

APPENDIX B

As of July 31, 2021, there have been no prepayment of Assessments for any Parcel within the PID.

APPENDIX C
ASSESSED VALUE BY PHASE

Appendix C

Spiritas Ranch PID

2021 Preliminary Assessed Value

Phase	Parcels	2021 Assessed Value[1]
Improvement Area #1 and Major Improvement Area	13	$1,214,528
Total	**13**	**$1,214,528**

1 - Parcel assessed values reflect 2021 preliminary values, inclusive of applicable exemptions, in accordance with Denton Central Appraisal District online records as of August 5, 2021.

APPENDIX D
IMPROVEMENT AREA #1 ASSESSMENT ROLL – 2021-22

SPIRITAS RANCH PID
Improvement Area #1 Assessment Roll Summary
2021-22

Parcel ID	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	2021-22 Annual Installment
38076, 38089, 38226, 111275, 465354, 655037, 746126, 967339	824.33	$32,920,000	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**824.33**	**$32,920,000**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

APPENDIX E
MAJOR IMPROVEMENT ASSESSMENT ROLL – 2021-22

SPIRITAS RANCH PID
Major Improvement Area Assessment Roll Summary
2021-22

Parcel ID	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	2021-22 Annual Installment
38076, 38089, 38094, 38102, 38191, 38193, 111275, 465354, 655037, 967339, 967340	876.83	$10,280,000	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**876.83**	**$10,280,000**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Date:	08/17/2021
Agenda Item #:	6. I.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Deidre Hale, Director of Human Resources

AGENDA ITEM:

Consider Action to Approve **Ordinance No. 1628 Amending the Town of Little Elm's Employee Manual.**

DESCRIPTION:

The Town of Little Elm's Employee Manual provides written guidance for our employees related to our values, policies, procedures, and benefits. This update to the manual includes the addition of Section 4.16 Public Safety Quarantine Leave in order to be in compliance with House Bill 2073.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1628

Employee Personnel Policy

House Bill 2073

TOWN OF LITTLE ELM

ORDINANCE NO. 1628

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS ADOPTING NEW PERSONNEL POLICIES AND REPEALING ALL PRIOR ORDINANCES, RESOLUTIONS, AND COUNCIL ACTIONS RELATED TO SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Little Elm has previously adopted personnel policies; and,

WHEREAS, said policies were adopted at a time when the Town had fewer employees; and,

WHEREAS, new personnel policies are needed to clearly articulate the standards expected of each employee, identify benefits and minimum work requirements, as well as promote the efficiency and productivity in management of Town employees; and,

WHEREAS, Town staff, with the assistance of legal counsel has drafted a new set of personnel policies to meet those requirements; and,

WHEREAS, these policies set forth expectations, but are in no way intended to, or should be construed as, forming a contract. All employees, other than the Town Manager, are employed at-will; and,

WHEREAS, the Town Council desires to repeal all prior adopted personnel policies and, adopt a new set of personnel policies for the benefit of the Town and its employees.

NOW, THERFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. The matters set forth in the preamble are found to be true.

SECTION 2. The Town Council hereby repeals all previously adopted personnel policies whether adopted by ordinance, resolution or by Council action; and formally adopts the personnel policies attached hereto.

SECTION 3. Future additions and modifications to the new personnel policies will be made by Town Council, either by resolution or ordinance. Said additions or modifications shall be distributed to all employees at the time of their adoption.

SECTION 4. Interpretations of these personnel policies are left to the discretion of the Town Manager.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Little Elm, Texas on this 17th day of August, 2021.

TOWN OF LITTLE ELM, TEXAS

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

LITTLE ELM

EMPLOYEE MANUAL

Integrity • Efficiency • Customer Service • Innovation

Welcome to the Town of Little Elm! We hope that you will find the Town a great place to work and serve the community. In the Town of Little Elm, our culture is built on the philosophy of servant leadership. Servant leadership is about putting the needs of others before self; it is about serving people. It is about identifying and meeting the needs of customers, enhancing our service to others, and contributing to Little Elm being a desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community. To fully live as servant leaders, as individuals and as a Town, we operate under four core values that guide our every action and decision.

Integrity – We are honest, loyal, trustworthy, transparent, fair, and open minded, and have a culture of accountability. We keep our word and admit our mistakes. We stand up for what is right even in the face of a challenge, and do what is right, even if no one notices.

Customer Service – We are respectful, positive, attentive, approachable, responsive, and empathetic. We focus on being able to assist internal and external customers, not simply accommodate them. Whether the answer involves going the extra mile or sometimes even delivering bad news, we are courteous, patient, humble and professional.

Efficiency – We recognize that we are entrusted with resources ultimately owned by the community, and as stewards of those, are committed to use the minimum resources required to realize the maximum result. We will find the shortest path on a route or in a process, and operate without waste, with proper use of taxpayer dollars, and without compromising quality.

Innovation – We have a willingness to grow, to explore new ideas and to challenge the status quo. We are open to change though we do not seek change unnecessarily. We allow the freedom to try new things, and recognize that through creativity and reasonable risk, we will build a stronger, healthier Town together. We are an organization dedicated to learning and continuous improvement.

APPROVAL

This personnel policy of the Town of Little Elm, adopted by Ordinance #1628 on August 17, 2021, and supersedes all previously adopted personnel related polices of the Town of Little Elm attached as Appendix A.

Who We Are

Our organizational culture centers on servant leadership and we believe that service to others is more important than our individual needs. We are a values driven organization that incorporates the values of integrity, customer service, efficiency, and innovation in everything that we do. We promote a fun, optimistic, and fulfilling work environment that contains an energy where team members are excited to come to work and serve the community.

We also believe the high service levels we provide are a reflection of the employees who work for the organization. We empower our team members and are committed to an environment where employees at all levels can use their judgment to fulfill the service needs of the community.

We are honest, loyal, trustworthy, transparent, fair, and open minded, and have a culture of accountability. We keep our word and admit our mistakes. We stand up for what is right even in the face of a challenge, and do what is right, even if no one notices.

We expect a team oriented atmosphere where departmental lines and job descriptions are merely a guide. Our employees engage in an environment of cooperation and focus on getting the job done. We believe that success is shared and that praise is important. Our employees should be motivated and competent individuals who are held to high standards and put tremendous effort in achieving success.

We place a great amount of importance on the interaction with our customers. We are respectful, positive, accessible and approachable, responsive, and empathetic. We openly communicate and give our full attention. We focus on being able to assist internal and external customers, not simply accommodate them. Whether the answer involves going the extra mile or sometimes even delivering bad news, we are friendly, courteous, patient, humble and professional.

We recognize that we are entrusted with resources ultimately owned by the community, and as stewards of those, are committed to use the minimum resources required to realize the maximum result. We will find the shortest path on a route or in a process, and operate without waste, improper use of taxpayer dollars, and without compromising quality. We believe in a streamlined process that eliminates red tape wherever possible.

We promote reasonable risk taking in the name of innovation. We have a willingness to grow, to explore new ideas, to challenge the status quo, to constantly seek opportunities to improve and streamline efforts. We are open to change though we do not seek change unnecessarily. We allow the freedom to try new things, and recognize that through creativity, teamwork, discipline, and hard work, we will build a stronger, healthier Town together. We are a learning organization, always developing our employees, and committing ourselves to excellence.

Finally, we will be an organization that sets an example to others for how a municipal service organization should operate. We have a standard of excellence and we focus on the character of our team members. We realize that it is an honor and a privilege to serve the public and we are proud to represent the Town of Little Elm.

TABLE OF CONTENTS

INTRODUCTION

Policy No. 1.01: Ethics Policy....1
Policy No. 1.02: At-Will Employment....2
Policy No. 1.03: Application of Policies and Amendments....3
Policy No. 1.04: Division of Responsibility....4
Policy No. 1.05: Equal Employment Opportunity....4
Policy No. 1.06: Workplace Diversity....4
Policy No. 1.07: Employee Safety....4
Policy No. 1.08: Basic Employment Qualifications....5

YOUR EMPLOYMENT

Policy No. 2.01: Attendance and Work Hours....6
Policy No. 2.02: Safe Harbor Policy....8
Policy No. 2.03: Onboarding and Probationary Period....9
Policy No. 2.04: Vacant Positions....11
Policy No. 2.05: Nepotism....11
Policy No. 2.06: Anti-Fraternization....11
Policy No. 2.07: Town Property and Equipment Use....12
Policy No. 2.08: Use of Town Vehicles or use of Personal Vehicles for Town Purposes....12
Policy No. 2.09: Special Take Home Vehicle Provisions....14
Policy No. 2.10: Vehicle Accident Policy....14
Policy No. 2.11: To Encourage Fuel Savings....15
Policy No. 2.12: Travel Policy....16
Policy No. 2.13: Personal Cell Phones and Other Electronic Devices Brought Into Workplace....20
Policy No. 2.14: Use of Wireless Communication Devices....20
Policy No. 2.15: Electronic Communications and Systems Access Use....21
Policy No. 2.16: Confidentiality of Employee Medical Information....28
Policy No. 2.17: Americans with Disabilities Act/Amendments to the Act....29
Policy No. 2.18: Outside Employment....29
Policy No. 2.19: Medical Examinations....30
Policy No. 2.20: Restricted Use of Confidential Information....30
Policy No. 2.21: Issuance of Clothing Articles and Uniforms....31
Policy No. 2.22: Employee Identification Badges....31
Policy No. 2.23: Your Personal Property....32
Policy No. 2.24: Your Personal Affairs....32
Policy No. 2.25: Health, Fitness and Wellness....32
Policy No. 2.26: Personnel Records....33
Policy No. 2.27: HIPAA Law as it Applies to Employees....33
Policy No. 2.28: Dress and Appearance Code....34
Policy No. 2.29: Friends and Family at Work....34
Policy No. 2.30: Breaks....34
Policy No. 2.31: Use of Town Logo or Town Branding....35
Policy No. 2.32: Employee Privacy on the Job....35

PERFORMANCE MANAGEMENT

Policy No. 3.01: Performance Management 36

LEAVE POLICIES

Policy No. 4.01: Vacation Leave 37
Policy No. 4.02: Personal Days 38
Policy No. 4.03: Sick Leave 38
Policy No. 4.04: Holidays 39
Policy No. 4.05: Administrative Leave 40
Policy No. 4.06: Bereavement Leave 40
Policy No. 4.07: Jury Duty 41
Policy No. 4.08: Court Appearances and Other Legal Matters 41
Policy No. 4.09: Family and Medical Leave Act Leave 41
Policy No. 4.10: Military Leave 42
Policy No. 4.11: Hazardous Condition Leave, Inclement Weather/Emergency Closing, and Civil Emergencies 42
Policy No. 4.12: Unauthorized Leave 43
Policy No. 4.13: Town-Sponsored/Town-Sanctioned Events 43
Policy No. 4.14: Neutral Absence Control Policy 43
Policy No. 4.15: Sick Leave Pool 43
Policy No. 4.16: Public Safety Quarantine Leave 46

PAY AND BENEFITS

Policy No. 5.01: Pay 48
Policy No. 5.02: Overtime Pay 48
Policy No. 5.03: Compensatory Time 49
Policy No. 5.04: On-Call Duty 50
Policy No. 5.05: Temporary Promotion Pay 50
Policy No. 5.06: Pay After Promotion 51
Policy No. 5.07: Pay After Demotion 51
Policy No. 5.08: Travel Time 51
Policy No. 5.09: Longevity Pay 51
Policy No. 5.10: Retirement Pay and Benefits 51
Policy No. 5.11: Health Benefits 52
Policy No. 5.12: Workers' Compensation Insurance 53
Policy No. 5.13: Tuition Reimbursement 54
Policy No. 5.14: Education and Certification Pay 55
Policy No. 5.15: Deferred Compensation 56
Policy No. 5.16: Wage Garnishment 56
Policy No. 5.17: Section 125 Cafeteria Plan 56
Policy No. 5.18: Pay Days, Termination Pay 56
Policy No. 5.19: Vehicle Allowance and Reimbursement 57
Policy No. 5.20: Flexible Spending Accounts 57

Policy No. 5.21: State of Texas Declared Emergency 57
Policy No. 5.22: Pay and Benefit Limitations 58
Policy No. 5.23: Temporary Assignment Pay 58
Policy No. 5.24: Employee Assistance Program 58

CODE OF CONDUCT

Policy No. 6.01: Standards of Conduct 59
Policy No. 6.02: Sexual and Other Unlawful Harassment 59
Policy No. 6.03: Drug and Alcohol Use 61
Policy No. 6.04: Weapons Ban and Violence Prevention 65
Policy No. 6.05: Tobacco Policy 67
Policy No. 6.06: Political Activity 67
Policy No. 6.07: Conflict of Interest 68
Policy No. 6.08: Behavioral Standards 69
Policy No. 6.09: Restrictions on Solicitation, Acceptance and Distribution of Contributions 70
Policy No. 6.10: Gifts Policy 71
Policy No. 6.11: Citizen Complaints 71
Policy No. 6.12: Citizen Notice of Claim 72
Policy No. 6.13: Employee Safety dealing with the Public 72
Policy No. 6.14: Social Media 72

DISCIPLINE

Policy No. 7.01: Employee Conduct and Work Rules/Disciplinary Action 75

TERMINATION OF EMPLOYMENT AND REINSTATEMENT

Policy No. 8.01: Separation of Employment 78
Policy No. 8.02: Reinstatement 79

SUPPLEMENTAL DOCUMENTS

APPENDIX A – Ordinance Adopting & Updating Policy Manual
APPENDIX B – Ordinance Adopting Ethics Policy
APPENDIX C – Section 142.0013 Texas Local Government Code
APPENDIX D – Section 142.0015 Texas Local Government Code
APPENDIX E – Application of the Family and Medical Leave Act
APPENDIX F – Tuition Reimbursement Program
APPENDIX G – Education, Certification, and Specialty Pay
APPENDIX H – Section 52.061 Texas Labor Code
APPENDIX I – Section 180.001 Texas Local Government Code
APPENDIX J – Section 614.012-023 Texas Local Government Code
APPENDIX K - Town Charter
APPENDIX L - Town Wellness Program
APPENDIX M - Sick Leave Pool Request Form
APPENDIX N – Military Leave of Absence Request and Leave Use Designation Form

APPENDIX O – Retiree Notification Form – Group Health Coverage

INTRODUCTION

POLICY 1.01: ETHICS POLICY

Ethics are an essential component of maintaining the public trust and achieving the Town's value of integrity. The Town Council has adopted an ethics policy covering all Town officials and employees. See Appendix B – Ordinance adopting ethics policy. Employees are responsible for understanding and complying with this ordinance. Among other things, the ordinance requires the following:

No employee of the Town shall:

1) Accept any gift or economic benefit of more than $50.00 in value from any person or entity in which gift or economic benefit might reasonably tend to influence such officer, official or employee in the discharge of official duties, or grant in the discharge of official duties any improper gift, economic benefit, service or thing of value; however, the provisions of this subsection shall not apply to any political contribution made pursuant to the Texas Election Code;
2) Use his or her official position to solicit or secure special privileges or exemptions for himself/herself or others;
3) Directly or indirectly disclose or use any information gained solely by reason of his or her official position for his or her own personal gain or benefit or for the private interest of others;
4) Transact any business on behalf of the Town in his or her official capacity with any business entity of which he or she is an officer, agent or member or in which he or she owns a substantial interest. If such a circumstance should arise, then in the case of an officer or official, he or she shall make known such interest and abstain from voting on the matter, or in the case of an employee, he or she shall turn the matter over to the employee's supervisor for reassignment, state the reasons for doing so and have nothing further to do with the matter involved;
5) Engage in any outside activities which will conflict with his or her assigned duties in the Town, or which his or her employment with the Town will give him or her an advantage over others engaged in a similar business, vocation or activity;
6) Engage in outside activities incompatible with the full and proper discharge of his or her duties and responsibilities with the Town, or which might impair his or her independent judgment in the performance of his or her public duties;
7) Receive any fee or compensation for his or her services as an officer, official or employee of the Town from any source other than the Town, except as may otherwise be provided by law. This shall not prohibit an officer, official or employee from performing the same or other services that he or she performs for the Town for a private organization if there is no conflict with his or her Town duties and responsibilities;
8) Represent, directly or indirectly, or appear on behalf of the private interests of others before any agency, board, commission, authority or committee of the Town, or accept any

retainer or compensation that is contingent upon a specific action being taken by the Town or any of its agencies, boards, commissions, authorities or committees, unless such officer, official or employee of the Town has made full disclosure of such representation, retainer or compensation. For purposes of this section, the term "full disclosure" shall mean:

a. The filing of an affidavit with the Town Secretary describing such representation, retainer or compensation;

b. Disclosure, either orally or in writing, to the other members of the Town agency, board, commission, authority or committee;

c. Refraining from any other discussion of the matter with other members of the Town agency, board, commission, authority or committee; and

d. Refraining from voting on or participating in the consideration of such matter by the Town agency, board, commission, authority or committee.

9) Knowingly perform or refuse to perform any act in order to deliberately hinder the execution and implementation of any Town ordinances, rules or regulations or the achievement of official Town programs;

10) Have a substantial interest, direct or indirect, in any contract with the Town or a substantial interest, direct or indirect, in the sale of the Town of any land, rights or interest in any land, materials, supplies or service;

11) Participate in a vote or decision on any matter in which the officer or official has a direct or indirect substantial interest or in which a relative of the officer or official has a direct or indirect substantial interest;

12) Grant any special consideration, treatment or advantage to any individual, business organization or group beyond that which is normally available to every other individual, business organization or group. This shall not prevent the granting of fringe benefits to Town employees as an element of their employment or as an added incentive to the securing or retention of employees;

13) Knowingly disclose information deemed confidential by law; or

14) Participate in any vote or decision relative to any amendment to the Town's comprehensive master plan or any change in the zoning classification of property if the officer, official, employee or a relative of the officer, official or employee has any interest in any property within 200 feet of the property which is the subject of the amendment to the Town's comprehensive master plan or on which the change in zoning classification is proposed. Further, any officer, official or employee who has any such interest in property shall be legally disqualified from participating in any vote or decision relative to the comprehensive master plan amendment or change in zoning classification.

POLICY NO. 1.02: AT-WILL EMPLOYMENT

This manual (including any modification) is prepared for informational and guideline purposes only and does not constitute a contract in any respect between the Town of Little Elm and its employees. The Town expressly disclaims any intent to form a contract. Employment with the Town of Little Elm is “at-will,” and either the employee or the employer may terminate the relationship at any time for any or no reason. The Town Manager may remove with or without

cause any employee of the Town who is not appointed by the Town Council. This removal power is subject to any exceptions in the applicable provisions of the Town Charter.

All statements in this manual regarding the at-will status of Town employees or any benefits provided herein shall control any contradictory statements by any other person, whether oral or written.

The at-will status of any employee may not be modified or rescinded by any oral or written statements by any person, including appointed or elected officials, any employee handbooks, employment applications, Town of Little Elm memoranda, or other materials provided to employees in connection with their employment. Similarly, the Town's policies and practices with respect to any matter or any benefits now offered may be terminated at any time and are not to be considered as creating any contractual obligation on the Town's part.

Statements of specific grounds for termination set forth in this manual or in any other Town documents are examples only, are not all-inclusive lists, and are not intended to restrict the Town's right to terminate at will.

Completion of an introductory or probationary period or "regular status" does not change an employee's status as an employee at-will or in any way restrict the Town's right to terminate such an employee or change the terms or conditions of employment.

POLICY NO. 1.03: APPLICATION OF POLICIES AND AMENDMENTS

The policies in this manual shall apply consistently and uniformly to all Town employees, provided that the provisions may be varied in the case of an employee with a written employment agreement approved by the Town Manager. All employees must become familiar with and abide by these policies. The Town Manager reserves the right to make final decisions as to the interpretation and intent of all information contained in the Employee Manual. The provisions of these policies control over any contradictory statement made by any supervisor. Except as otherwise noted herein, all forms and implementation procedures will be provided by the Human Resources Department.

The Town encourages employees to suggest improvements to these policies. Any employee who wishes to suggest a personnel policy change should submit their suggestion(s) in writing to the Human Resources Department. Employees are responsible for knowing and using these rules and for requesting clarification or assistance when needed. Employees will be notified in writing of any changes to this policy manual.

At the discretion of the Department Head, in consultation with the Human Resources Director, and written approval from the Town Manager, each department may develop and implement departmental policies, procedures, rules, regulations and/or practices which apply to that department only and which are separate from and in addition to the policies, procedures, and regulations contained in the Employee Manual. Departmental policies, procedures, rules, regulations and/or practices shall be consistent with those contained in the Employee Manual. No such departmental rule is effective until approved in writing by the Town Manager. A copy of all departmental rules and policies will be filed with the Human Resources Director. In the event of any conflict between departmental rules and policies and this Employee Manual, the policies

in this Manual shall control.

POLICY NO. 1.04: DIVISION OF RESPONSIBILITY

Except matters reserved to the Town Council by the Town Charter, the general and final authority for personnel management rests with the Town Manager.

Unless the Town Council takes action to declare otherwise, the Town Council grants the Town Manager concurrence with his or her decision to appoint, suspend, and/or remove all or any one of the Department Heads of the Town of Little Elm.

The Human Resources Department is specifically assigned to coordinate all areas of personnel administration, including payroll and benefits.

Each supervisor is responsible for enforcing the provisions of these rules, related policies and procedures by cooperating with the Human Resources Department on all matters pertinent to their respective department. Department Heads are responsible for employee-management relations, training and career development, and employee health, safety, and morale.

POLICY NO. 1.05: EQUAL EMPLOYMENT OPPORTUNITY

The Town is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures or any other aspect of employment or personnel management because of age, race, religion, sex, color, national origin, sexual orientation, gender identity, citizenship, disability, veteran's status, or other unlawful basis, is prohibited.

POLICY NO. 1.06: WORKPLACE DIVERSITY

The Town will apply good efforts to seek out, employ, train, and promote underrepresented, protected group members within and into the Town's workforce.

POLICY NO. 1.07: EMPLOYEE SAFETY

The Town wants to conduct its operations with the utmost regard for the safety of its employees and its citizens. The Town will not require any employee to perform hazardous duty without first receiving training concerning the hazard and proper work methods. The Town Manager will provide for health and safety programs appropriate to create a safer working environment. Employees shall not be subject to reprisal or retaliation for filing a worker's compensation claim or for reporting unsafe conditions to management or outside enforcement authorities. Employees are required to report any accidents or unsafe conditions or practices to their supervisor immediately so that corrective action may be taken. Any suggestions an employee makes to lessen the possibility of "on the job" accidents and injuries are appreciated and will be given serious consideration. All accidents and injuries, regardless of how minor, are required to be reported to supervisors, Department Heads, and Human Resources on forms provided by the Human Resources Department.

In addition to individual departmental safety policies, all employees shall make use of Personal Protective Equipment provided by the Town. Employees are at greatest risk of severe injury when working within the public right of way. As such, every employee performing any duties within the roadway will wear reflectorized outer garments. Same is required in all work zones and construction sites.

POLICY NO. 1.08: BASIC EMPLOYMENT QUALIFICATIONS

In addition to the qualifications applicable to each position, an applicant for employment with the Town must:

- Meet the requirements under any federal and state child labor laws;
- Provide authorization for pre-employment background and criminal history checks relevant to the position being sought;
- If the applicant has previously been employed by the Town, the Department Head must receive prior approval from the Town Manager;
- Consent to conditional pre-employment physical evaluation and drug testing, if applicable;
- Be at least 17 years of age for a Full-Time position, 16 years of age for a Part-Time or seasonal position, or meet special age requirements for the Police Department;
- Be of good moral character;
- Be a citizen of the United States or possess authorization to work legally in the United States;
- Dedicated to the Principles of Servant Leadership and exhibit the values of Integrity, Customer Service, Efficiency, and Innovation.

YOUR EMPLOYMENT

POLICY NO. 2.01: ATTENDANCE AND WORK HOURS

Work Hours. The hours during which Town offices and departments are open for business shall be determined by the Town Manager. Department Heads shall implement schedules to meet these general requirements and to provide for other specific requirements of the department. Individual employees may be directed to work special hours or shifts as determined by the needs of the department. Work schedules must be easily accessible to all employees in departments with continuous operation or rotating shifts.

Full-Time. Employees who work a regularly assigned, year around work shift averaging 40 or more hours per week are classified as Full-Time employees.

Part-Time. Employees who work a regularly assigned, year round work shift averaging less than 29 hours per week are classified as Part-Time employees:

- Part-Time I employees are employees who are not regularly scheduled and typically work irregular hours per pay period based on the scheduling needs of the organization.
- Part-Time II employees are employees who are regularly scheduled and typically work a consistent number of hours per pay period.
-

Seasonal. Employees hired for seasonal periods less than seven months per year. Seasonal employees may work more than 40 hours per week, but cannot work more than 1,000 hours annually.

Regular Work Cycle (non-police/fire personnel). These employees of the Town normally work 40 hours in a seven-day workweek except as noted herein. Exempt employees may be required to work in excess of 40 hours. For payroll and recordkeeping purposes, the workweek begins on a Wednesday at midnight, and ends on the following Tuesday at 11:59 p.m.

Work Cycle (Fire Department). The official work period for fire fighters on shift rotation consists of a 14-day period beginning on a Wednesday at midnight and ending on a Tuesday at 11:59 p.m. Fire fighters will receive overtime pay for all hours actually worked (or, hours that count towards the overtime threshold) in excess of the 106 work hours in a 14-day work period, in accordance with Section 207(k) of the Fair Labor Standards Act.

Work Cycle (Police Department). The official work period for police officers on shift rotation consists of a fourteen-day period beginning at midnight on a Wednesday and ending at 11:59 p.m. on a Tuesday, resulting in a total of 84 scheduled work hours each work period [seven (7) twelve-hour (12- hour) days]. Eligible employees will receive overtime pay for all work hours in excess of 80 work hours in a fourteen-day work period in accordance with the waiver document which has been executed by a majority of the Town police officers pursuant to §142.0015 TLGC. (See Appendix D)

Work Cycle (Police & Fire Department) Special Provision. The Town is subject to Texas Local Government Code § 142.0015., a state law regulating the calculation of overtime for firefighters and police officers. (See Appendix D)

Flexible Workweek Schedule. Contingent on available staffing, a temporary, flexible workweek schedule may be available for Full-Time employees. Department Heads have the ability to establish temporary flexible work schedules as long as service levels and productivity standards are maintained.

All permanent work schedules for non-police/fire personnel, other than a "8 hours/day, 5 days/week" or the administrative office hours schedule, must be approved in writing by the Town Manager.

Meal Periods for Non-Exempt and Non-Police/Fire Personnel. These employees are normally provided a one-hour unpaid meal break near the middle of the workday. The Department Head may stagger meal periods in order to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. These employees may not extend meal breaks beyond their assigned period without approval from their supervisors. Employees may not "work through lunch" without supervisor approval.

Attendance and Punctuality. To maintain a safe and productive work environment, the Town expects employees to be reliable and punctual in reporting to work. Any absenteeism or tardiness is disruptive and places a burden on the Town and on coworkers. Either may lead to disciplinary action, up to and including termination of employment. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify their supervisor at least one hour in advance of the anticipated tardiness or absence; more notice may be required in accordance with individual departmental procedures. The employee must notify their supervisor of their absence or tardiness and state the date and time of their anticipated arrival. For absences of one day or more, the employee must personally notify their supervisor on each day of their absence. For absences of more than two consecutive work shifts for 8, 9, or 10 hour work shift personnel, or one work shift for 12 or 24 hour shift personnel, the employee's supervisor must notify the Human Resources Department no later than the third day of absence in order to properly administrate the Family and Medical Leave Act procedures as covered in Appendix E to this policy.

In most instances, an employee who fails to properly notify their supervisor in advance of an absence or tardy will be subject to disciplinary action up to and including termination of employment. An employee who fails to notify his/her immediate supervisor of an absence of three days or more may be presumed to have voluntarily resigned their employment.

Overtime. All employees shall be required to work overtime when necessary as determined by their supervisor. Specific overtime assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work overtime and may be subject to disciplinary action for failing to stay or report for overtime work.

POLICY NO. 2.02 SAFE HARBOR POLICY

It is the Town's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws.

Review Your Pay Stub. The Town makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes happen and are called to our attention, the Town will promptly make any corrections necessary. It is the employee's responsibility to review their pay stub when received to make sure it is correct. If the employee believes a mistake has occurred, or has any questions, they should immediately contact their immediate supervisor or Human Resources Department.

Non-exempt Employees. Non-exempt employees are compensated at an hourly rate for all hours worked for the Town. While it may be subject to review and modification from time to time, such as during salary review times, the hourly rate will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform. Non-exempt employees are eligible for overtime pay and must maintain an accurate written record of the total hours worked each day. These hours must be accurately recorded on the timesheet provided. Each employee must sign their timesheet to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Timesheets must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, and early or late departures. Meal breaks are not compensable except for police officers and fire fighters on 12-hour or 24-hour shift assignments. At the end of each pay period, all employees are required to submit their completed timesheet for verification and approval. Upon receipt of each paycheck, it is the employee's responsibility to verify the accuracy of reported hours and pay. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination of employment.

Exempt Employees. Exempt employees receive a salary which is intended to compensate them for any and all hours worked for the Town. This salary is established at the time of hire or when becoming classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform. Exempt employees are required to complete timesheets in the same manner as non-exempt employees. Days worked must be accurately accounted for on the employee's timesheet. Timesheets must accurately reflect days where sick leave, vacation, personal time, or holiday time has been used. Any employee who fails to report vacation, sick, or personal time used will be subject to disciplinary action, up to and including termination of employment.

Falsification of Timesheet. It is a violation of Town policy for any employee to falsify a timesheet or to alter another employee's timesheet without the employee's signed acknowledgement of the change. It is also a violation of the Town's policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's timesheet to under or over report hours worked. All employees are required to report any falsifications immediately to the Human Resources Department.

To Report Concerns or Obtain More Information. Any employee with questions about payroll deductions, hours worked, or pay should contact the Human Resources Department.

Follow up and Investigations. Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination of employment for any employee(s) who violate this policy. In addition, the Town will not tolerate any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Town's investigation of such reports.

POLICY NO. 2.03: ONBOARDING & PROBATIONARY PERIOD

All new employees hired to fill regular Full-Time or Part-Time I and II positions must satisfactorily complete a list of onboarding and training requirements as well as complete a probationary period of six months*. Additionally, all current employees who are transferred or reclassified to a higher position, as well as former Town employees who are rehired, must satisfactorily complete a performance probationary period of six months. The onboarding and training requirements ensure that employees are exposed to the Town's core values, philosophies, behavioral expectations and essential workplace practices. The probationary period assists the Town in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. In certain circumstances, an extension of the orientation and/or training time may be added to the probationary period, as deemed necessary by the Department Head.

Each probationary employee is responsible for knowing, understanding, and meeting the expectations and standards for their position. In addition, each employee is also responsible for performing their job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the probationary period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, attitude, or conduct. Only those employees who meet acceptable performance and other standards during their probationary period will be retained as employees.

Probationary employees are not eligible for step raises.

Required Activities. Before the completion of the probationary period, all new employees must complete the following:

- Individual Meeting with the Town Manager
- Participation in New Employee Orientation
- Diversity Training
- Sexual Harassment/Anti-Harassment Training
- Review of Personnel Policies and Procedures
- Review of Benefits and Wellness Policy (Full-Time employees only)
- Cyber Security Training

Additional training may be required by the Town Manager or individual Department Heads in order to fully equip the employee with the knowledge needed to accomplish specific job duties or be successful at the Town of Little Elm.

Seasonal/Temporary Employees. Seasonal and/or temporary full and part-time employees do not serve a performance probationary period.

Probationary Performance Management. All probationary employees shall be consistently coached and evaluated by their supervisor and create an Individual Development Plan (IDP). Supervisors shall meet with new employees on their first day to go over the expectations of the positions. The Supervisor shall follow up with the employee at the end of their first week and each month during their probationary period to assess the employee's performance and provide feedback on their strengths and areas of needed improvement. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. If the employee is proposed to be retained as a Regular employee, then signed original documentation of these coaching sessions must be forwarded to the Human Resources Department along with any request for change of employment status.

Extensions to Probationary Period. The performance probationary period may be extended under the following circumstances:

- At the end of the six-month probationary period, performance probation may be extended for up to an additional three months when a probationary employee's performance has been marginal due to extenuating circumstances, additional training is warranted, or an employee's absence from work for an extended period of time did not permit an opportunity for adequate assessment of performance. If an extension is granted, the employee will be advised in writing and given the date on which the extended probation period will be completed. Such extension will be at the sole discretion of the Department Head with written notification filed with the Human Resources Department.

- A probationary period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the probationary period will normally extend the six-month probationary period by an additional day.

Successful Completion of Probation/"Regular" Status Granted. An employee is granted "regular" status in the new position if the employee's supervisor has completed the written performance management documents that indicate satisfactory completion of the performance probationary period.

Termination of Probationary Employment. Probationary employees are at-will employees and may be terminated at any time during the probationary period, with or without notice or cause. Probationary employees are otherwise subject to all policies and procedures of the Town. Department Heads will process termination through the Human Resources Department.

Sexual and Other Unlawful Harassment and Other Policies Apply. Probationary employees are subject in all respects to the policies set forth in the Employee Manual, including the Town's Sexual and Other Unlawful Harassment Policy (Policy No. 6.02). If any employee believes that they have been subjected to unlawful harassment or discrimination, they must immediately

report such conduct as set out in Town Policy No. 6.02.

*Firefighter Exception. Due to the rigorous requirements and extensive field training requirements of the job, all new hired firefighters will have up to a one-year probationary period. This does not affect any leave policy.

POLICY NO. 2.04: VACANT POSITIONS

The Human Resources Department will post announcements for all employee vacancies, excluding vacancies to be filled by administrative transfer, reassignment, temporary promotion, or reinstatement. Vacant positions may be posted internally when it is believed there is an adequate pool of qualified candidates available to provide opportunities for current employees to advance within the organization. Entry level positions and other vacancies will be advertised externally in a manner to attract the most number of qualified candidates. Employees are encouraged to apply for any vacancy for which they feel they are qualified. Vacancy announcements will specify the requirements for the vacant position, the application requirements, and the deadline to apply. Vacant positions shall be filled based upon the recommendation of the Department Heads with the approval of the Town Manager.

POLICY NO. 2.05: NEPOTISM

Employment may be restricted when an applicant or current employee is related by blood (consanguinity) or marriage (affinity) to another Town employee or official, as follows:

- An individual related to a member of Town Council or the Town Manager by third degree consanguinity or second degree affinity may not be employed or appointed to any position with the Town.
- An individual related to a Department Head by third degree consanguinity or second degree affinity may not hold a position in the same department.
- An individual related to an existing Town employee by third degree consanguinity or second degree affinity may not be placed in a position of direct supervision.

Relatives employed as of the effective date of this rule are exempt from it. If an employee becomes a relative of another employee that would fall under this policy, one of the employees must transfer to another area, resign, or face termination of employment.

Only the Town Manager may waive provisions of this policy when it is in the best interest of the Town.

POLICY NO. 2.06: ANTI-FRATERNIZATION

An individual shall not be appointed to a position if the appointment would create a close working relationship with another employee within the department or functional area that could affect the health, safety, or welfare of the employees, the efficient departmental operations, or the best interests of the organization. A supervisor-subordinate relationship is prohibited between two employees who are married, cohabitating, or involved in a sexual or intimate relationship.

POLICY NO. 2.07: TOWN PROPERTY AND EQUIPMENT USE

The professionalism of Town staff is often judged by outward appearances. For that reason, even minor damages to vehicles and equipment need to be reported and repaired as quickly as possible.

The Town provides employees with adequate tools, equipment, and facilities for the Town job being performed, and the Town requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any Town-provided safety equipment must be used at all times.

From time to time, the Town may issue equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, mobile telephones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the Town, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items due to negligence. In addition to payroll deductions, the Town may take any other action it deems appropriate or necessary to recover and/or protect its property, as determined by the Department Head. Any damage to Town property is to be verbally reported immediately to the employee's supervisor. The employee is responsible for insuring a written report is filed with his/her Department Head and the Human Resources Department no later than the next business day. Timely reporting of damages will be taken into account in the determination of any consequences.

Employees must notify their supervisor immediately if any vehicle, equipment, machine, tool, etc. appears to be damaged or defective, or is in need of repair. The Department Head or his/her designee can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, negligent, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination of employment.

Personal Use Prohibited. Town property, materials, supplies, tools, equipment, or vehicles may not be removed from the premises or used for personal purposes without prior written approval by an employee's Department Head or the Town Manager.

POLICY NO. 2.08: USE OF TOWN VEHICLES OR USE OF PERSONAL VEHICLES FOR TOWN PURPOSES

Town-owned or leased vehicles may only be used for official Town business. Town-owned or leased vehicles may be driven only by authorized Town employees. If an employee drives his/her own vehicle, a Town-owned vehicle, or a rented or leased vehicle on the job or while carrying out Town-related business, the employee must comply with the following:

- Operate a vehicle in a manner which will reflect positively on the Town; employees shall not drive in a reckless manner, even on emergency calls. Employees should always observe posted laws and speed limits or department established guidelines.

- Drivers must have a valid State of Texas driver's license on file with the Human Resources Department that is appropriate for the vehicle operated. Drivers must maintain a satisfactory driving record, maintain personal automobile insurance as required by the State of Texas, and inform their supervisor of any change in status.
- Have no conviction for driving while intoxicated (DWI) or driving while under the influence (DUI) for the past ten years.
- Have no outstanding criminal charge where their driver's license has been suspended or revoked.
- Report any citation issued while driving a Town vehicle or a personal vehicle used in the course of Town business to the Human Resources Department within three business days.
- Seat belt use or other restraint devices is required for all vehicle occupants when the vehicle is in operation.
- No driver will read, type, or send text messages while vehicle is in operation except public safety personnel in the course of their duty.
- No driver will make use of a telephone unless calls are being made using a hands-free device except public safety personnel in the course of their duty.
- No passengers, other than Town employees or others on Town business, may ride in a Town vehicle unless otherwise approved in advance by the employee's Department Head or designee.
- No personal use of Town-provided vehicles is allowed without the prior, specific approval of the Department Head.
- All maintenance and use records for Town vehicles must be completed as directed by the employee's supervisor. Privately owned vehicles will not use Town gasoline, oil or be afforded any maintenance by the Town.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of Town vehicles to the appropriate supervisor immediately.
- All drivers must keep a copy of proof of the Town's liability coverage in the vehicle.
- At no time may an employee have any detectable amount of alcohol, legal or illegal drugs drive a Town vehicle or a personal vehicle while conducting Town business.
- Privately owned motor vehicles may be used for Town business only after authorization has been approved. Upon approval by the Town Manager, employees driving their privately owned vehicles will receive an auto allowance at the per mile rate established by the Town. Only employees who are authorized will be eligible for mileage reimbursement. Only authorized employees who have documented mileage will be reimbursed for miles used. Fraudulent claim of miles used is considered a serious offense and is subject to disciplinary action, up to and including termination of employment. Employees covered by this section who lose their state-mandated auto liability insurance are required to notify Human Resources Department within ten days of loss of coverage.
- All employees are required to report the suspension or revocation of their driver's license within three business days.
- Use of tobacco products and/or electronic cigarettes shall be prohibited in Town vehicles.

The Town may, at any time, check the driving record of a Town employee who drives as part of their duties to determine that they maintain the minimum qualifications for their job. Employees must cooperate in giving the Town any authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies as each department has their own vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, or unsafe use or operation of a vehicle, may result in disciplinary action, up to and including termination of employment.

POLICY NO. 2.09: SPECIAL TAKE HOME VEHICLE PROVISIONS

Certain Town-owned vehicles may be provided to employees to commute to and from work. Unless responding to Town business, these vehicles will only be used for commuting or very limited personal use, such as a stop for a personal errand on the way home. The use of Town vehicles is not intended for family or friends. Employees who commute in Town vehicles will have added to their gross income each year an amount equal to the commuting value as established by IRS regulations unless said vehicle meets certain IRS exemption criteria.

Authorized employees may drive Town vehicles home only when certain criteria are met and take home privileges have been pre-approved by the Department Head and granted by the Town Manager. Written approvals must be on file with the Human Resources Department. The maximum commute to the Town must not exceed 30 minutes. Take home privileges may be authorized only when the following conditions are met:

- Employee is subject to frequent emergency call back during non-duty hours;
- Employee requires tools or special equipment on such call back assignments;
- Nature of employee's duties would pose a threat to life or property if, when called out after hours, the employee were required to report to his/her regular work station to obtain a Town vehicle; and
- A public relations benefit would result by increased visibility of the Town's vehicle.

POLICY NO. 2.10: VEHICLE ACCIDENT POLICY

All accidents of any nature, regardless of the amount of damage or location, are to be reported immediately to the employee's supervisor or Department Head. All accident reports, along with any law enforcement report, must be filed by the employee and his supervisor with the Department Head and the Human Resources Department within one business day of incident.

Employees involved in a major accident (meaning reported medical injuries or estimated damages exceeding $1,500 as determined by the on scene supervisor) while operating a Town vehicle or mobile equipment, or while operating a personal vehicle on Town business, must immediately notify their immediate supervisor as well as the proper law enforcement agency. Said supervisor shall also notify their Department Head and the Human Resources Director.

All vehicular accidents involving Town vehicles responding to an emergency or major accident involving reported injuries will be investigated by the Texas Department of Public Safety (DPS) Highway Patrol. If DPS is not available, then a neighboring law enforcement agency will

investigate.

Minor accidents (meaning no reported medical injury or estimated damages less than $1,500 as determined by the on scene supervisor) involving Town vehicles, mobile equipment or a personal vehicle on Town business, should be investigated by the law enforcement agency with primary jurisdiction.

An employee involved in any accident of a Town vehicle, mobile equipment, or a personal vehicle on Town business may be subject to drug and alcohol testing. The need for testing will be determined by the Department Head or onsite supervisor in coordination with the Human Resources Director and in accordance with Policy.

Employees who violate this policy or become involved in any accident will be subject to disciplinary action, up to and including termination, if, upon investigation it is determined that the employee is responsible for such action, or through careless or reckless actions, their action contributed to the cause of the accident.

POLICY NO. 2.11: TO ENCOURAGE FUEL SAVINGS

This policy applies to all Town mobile equipment and vehicles:

- Vehicles and equipment should not idle stationary unless the vehicle is operating computers, safety/emergency lighting and cameras as a part of the essential job function.
- Vehicle manufactures recommended tire pressure should be kept in all vehicles and checked monthly.
- Remove excess weight from vehicles whenever possible.
- Do not exceed the posted speed limit except for public safety emergencies.
- Attempt to schedule work activity to reduce driving time if applicable to the job assignment.
- Ensure vehicle is properly maintained according to manufacturer's maintenance schedule.
- Attendees to the same training conference/school should carpool, unless approved by Department Head. Use of Town-owned vehicle for travel is preferred to the use of a personal vehicle. Reimbursement for personal vehicle use will not be made if a departmental vehicle or a car pool option is available.
- When new and replacement vehicles are being considered for purchase, strong consideration must be given to fuel economy. Vehicles with higher MPG rating should be given preference. Exceptions must be approved by the Fleet Manager.
- Vehicle use should be well organized so that unnecessary trips are avoided and vehicle wear and tear is minimized.
- Ride sharing and/or carpooling should be practiced when several employees have the same destination.
- Use of Town vehicles is restricted to Town business travel or other use as authorized by the Town Manager.

POLICY NO. 2.12: TRAVEL POLICY

The Town of Little Elm will pay reasonable expenses that are incurred in the course of authorized Town travel. The Town has two objectives when paying travel-related expenses: to provide employees sufficient funds to execute business on behalf of the Town and to safeguard Town funds by paying only reasonable and necessary expenses.

These policies are applicable to all travel by Town employees and other officials of the Town while conducting Town business or attending approved training programs outside of the Town of Little Elm. Employees should receive Department Head approval prior to any travel arrangements being made. Only that travel which has been approved in the annual Town budget is authorized for approval. Travel not authorized in the budget requires Town Manager approval.

Department Heads are ultimately responsible for insuring that travel expenditures comply with this policy and for the thorough review and approval of all documents necessary for the travel transaction. Department Heads have the discretion to implement more restrictive procedures and/or guidelines for their individual departments. The purpose of the required documentation is to provide sufficient evidence to anyone, who reviews the travel transaction, that public funds were expended in compliance with this directive.

Calculation of Worked Hours. Attendance at lectures, meetings, training programs and similar activities need not to be counted as working time only if all of the following four criteria are met:

1) Attendance is outside of the employee's regular working hours;
2) Attendance is in fact voluntary;
3) The course, lecture, or meeting is not directly related to the employee's job; and
4) The employee does not perform any productive work during such attendance.

For local travel (for the purposes of this policy "local" means the DFW metroplex, see Lodging Policy, p. 23) to a training facility, and the employee is required to come to the employee's workplace before going to training, the time traveled from an employee's workplace to the training facility and back will be counted as working time and is compensable. If an employee travels directly from home to the training location, generally that travel time will be non-compensable, as that travel serves as the employee's commute. For out of town travel (see Lodging Policy) that occurs in one day, an employee will be paid for all travel time. For overnight out of town travel, the employee will be paid for travel time if he/she travels during their regular working hours, regardless of the day of the week. If the employee travels outside his/her regular work hours, then the travel time is not compensable/does not count as time worked. If however, the employee is driving and/or engaging in productive work, he/she will be paid for travel time. Department Heads may adjust an employee's shift hours during the time the employee is away so as to minimize disruption to Town services and/or overtime. Employees are encouraged to contact their supervisor and/or Department Head should they have any questions regarding training, travel and compensability of training or travel time. Any request for additional pay must be approved by the Town Manager.

Transportation. The Department Head will be expected to select the mode of transportation that

is the most economical to the Town considering cost and time consumed. Town vehicles will be utilized when feasible. Public transportation will be used in those cases where it is most economical when considering travel time and other factors. When renting a vehicle, a small or midsize vehicle should be rented depending on the number of employees traveling. Upgrades to a rental car or additional accessories will not be chargeable to the Town and the employee will be responsible for the difference. When using air transportation employees are expected to book the most cost effective flight and travel in the coach section. Any upgrades to seating will be a direct cost of the employee and not an expense of the Town. An employee will select the most economical transportation alternative. After evaluating all cost scenarios of the employee's travel arrangements and time consumed, if it is cheaper to utilize air transportation than to drive, then the employee should do so. Transportation will not be reimbursed for personal excursions while traveling. If an employee chooses the more expensive option, he/she is expected to cover the cost increase of their transportation.

When an employee uses their personal vehicle, he/she shall be reimbursed for mileage at the rate currently allowed by the IRS. Employees submitting for mileage reimbursement are not permitted to charge fuel on the purchasing card or request reimbursement for fuel. Mileage reimbursement will be made according to the distance between the employee's work location in the Town of Little Elm and the particular destination based on the website Google Maps or comparable, unless travel from the employee's home to the destination is a lesser distance. Reimbursement for actual miles driven as indicated by a vehicles odometer may be made if such mileage does not exceed the total distance indicated on Google Maps by more than five percent. Town Employees receiving a car allowance are eligible for mileage reimbursement for destinations beyond 50 miles away from their work location in Little Elm. A deduction of 50 miles departing and returning (100 total) must be made from any mileage reimbursement request made by employees who receive a car allowance.

Meals. It is important for employees to recognize that not all meals related to travel and training are reimbursable by the Town or may be placed on your purchasing card. Travel meals are itemized into four categories to include: Overnight Travel (requires sleep or rest at lodging), Day Meal Travel (no overnight stay in lodging), Business Meal, and Group Meal.

Overnight Travel. In accordance with IRS rules, the per diem meals allowance for overnight trips will follow the rates shown on the U.S. General Services Administration website for the Town for which you are traveling. The website is http://www.gsa.gov/portal/category/26429

The Town does not reimburse meals for overnight travel at actual cost. Only the per diem rate will be reimbursed. Therefore, do not attach meal receipts to your travel expense reports. Per Diem meal funds may be requested in advance of travel or reimbursed after the travel has taken place. The first and last day of your overnight travel per diem will be calculated at 75% as required by the IRS. Also any meals included as part of your conference or training must be deducted from your per diem request. The GSA per diem includes meals and incidental expenses.

To request the per diem in advance of travel departure, the necessary documentation which includes a print out of the GSA report identifying the per diem meals amount. Also include a copy of the employee's registration (showing the employee's name, conference name, date and location) and conference agenda must be provided to Accounts Payable at least two weeks prior

to departure. No receipts are required with a per diem allowance, but the payments must meet the other substantiation requirements including time (date), place, and business purpose. Only business meals or group meals not related to overnight travel may be charged to a Town issued purchasing card after receiving required pre-approval.

Day Meal Travel. For meals that are taken away from home for "day-trips" (i.e., trips that do not involve/require an overnight stay, whether in-State or Out-of-State), the Town will not reimburse employees and a purchasing card should never be utilized. Compensation for such meals are considered, by the Federal Government, to be taxable income to the employee. It is the responsibility of the employee to provide for his/her own meal if attending training that does not require an overnight stay.

Business Meal/ Entertainment. Business meals are for executive level employees or their designees to conduct official business with an outside business representative. Business meals are not applicable to a group of employees going out to eat. To be a reimbursable "Business Meal", the meal must be one that is:

1) 'Non-routine' in nature,
2) Is entertainment that has a clear business objective which will benefit the Town, or
3) Involves a client, official or customer and an executive level employee or their designee.

In addition, to be a reimbursable "Business Meal" the meal must fall within one of the following tests:

1) Directly-Related Test: The meal must satisfy all of the following:
    a. The main purpose of the combined business and meal is active conduct of business.
    b. Business is actually conducted during the meal period, and
    c. There is more than a general expectation of deriving income to the Town, lowering Town expenses, or some other specific Town benefit at some future time.

2) Associated Test: The meal must satisfy all of the following:
    a. Associated with the active conduct of the Town's business, and
    b. Directly before or after a substantial business discussion.

Expenses that are lavish or extravagant under the circumstances are not allowed. The IRS identifies online what entertainment expenses are not deductible. An employee must consider all the facts, including the nature of the business transacted and the reasons for conducting business during the entertainment. It is not necessary to devote more time to business than to entertainment. However, if the business discussion is only incidental to the entertainment, the entertainment expenses do not meet the directly-related test.

Approved Business Meal expenses, including the expenses of non-employees at the meal, will be reimbursed, provided the circumstances are considered to be conductive to a business purpose, and the meal meets all of the criteria stated. The Town will not reimburse expenses for alcoholic beverages. A "Business Meal" form will need to be completed and an employee will need to provide a detailed receipt, names of all individuals in attendance, identify the various business relationships involved, and a summary of business discussed. The documentation is requested to

insure that the Town meets the requirements established by the IRS. Absence of documentation will lead to the expense being denied and the employee will be responsible for the charges.

Group Meals. In order to be reimbursable, Group Meals are considered to be occasional, infrequent and non-routine meals that are provided to a group of employees, such as employee picnics or retirement parties, and are considered by the IRS to be a non-taxable de-minimis fringe benefit. Group meals may also include such things as occasional provision of coffee, donuts, or soft drinks or a meal that is provided to promote good will, boost morale, or to attract prospective employees to the Town.

To be a reimbursable expense or charged on a purchasing card, the costs related to Group Meals must be approved by a Department Head. A separate document will be required in processing "Group Meals" in the Finance Department to meet IRS requirements. Group Meals should never occur during overnight travel as per diem per employee has been provided. An employee will need to provide a detailed receipt, names of all individuals in attendance, and a reason for the group meal.

The only meals allowed on a purchasing card is a Group Meal or Business Meal. No other meals, snacks or drinks are allowed on your purchasing card. The Town will not reimburse expenses for alcoholic beverages.

Lodging. The Town will pay for lodging only for travel outside of the Dallas/Fort Worth area and only if approved by the Town Manager. The Dallas/ Fort Worth area consists of locations within a 60 mile radius of the Town unless there is a bona-fide business activity that is expected to extend beyond 7:00 p.m. Employees are expected to commute to locations within Dallas/Fort Worth area. Employees will book a single or double occupancy room at the best rate available. A room upgrades to a suite and/or additional requests which add to room expense are expenses that are not reimbursed by the Town and are paid by the employee. Employees will take advantage of government, seminar, or group rates whenever possible. Extra charges for room services will not be paid by the Town as employees will receive a per diem for meals. An itemized hotel receipt must be provided, including an itemization for any room charges to be paid on the Town's purchasing card or reimbursed by the Town. The Town does not provide per diem for lodging, only meals.

Other Fees Allowed. Registration fees are reimbursable and should be paid with the employee's purchasing card. Computer related expenses will be reimbursable if within reason and hotspot capability is not available on cellphone. Charges for parking, car rental, taxis/ride-sharing services, checked luggage, and other miscellaneous travel or airline expenses will be allowed for reimbursement if reasonable. All charges must be supported by receipts to receive reimbursement or document the expense on your purchasing card.

Spouse/Family. Any additional cost incurred by the Town for a spouse or family to join an employee on overnight travel is the responsibility of the employee. An employee may use their own personal credit card for travel reimbursement for hotel and transportation. All receipts and documentation are still required for reimbursement. It is the employee's responsibility to submit for reimbursement of expenses timely and the Town will not reimburse employee for any interest or credit card fees.

Non-Allowable Expenses. Expenses or charges for the following will normally not be reimbursed and must be paid by the employee:

- In-hotel pay television/ movies/ games;
- Upgrade from coach on airline flight;
- Dry cleaning and laundry;
- Expenses of a spouse or family;
- Alcoholic beverages;
- Fuel in a privately owned vehicle;
- Personal vehicle maintenance or repair;
- Personal long distance telephone calls;
- Other items of personal nature;
- Rental car upgrades; and
- Hotel room upgrades.

Miscellaneous. Any purchasing card charges on the Town's credit card, or if an employee chooses to use their personal credit card for travel, requires a copy of the employee's registration (showing the employee's name and the conference name, date, and location) to be attached in addition to detailed receipts for each expenditure. Additionally, registration should be provided when requesting the per diem meal allowance.

Purchasing cards can be used for travel and other expenses that are typically paid by the Town, except travel related meals. Personal expenses are not to be placed on a Town purchasing card.

POLICY NO. 2.13: PERSONAL CELL PHONES AND OTHER ELECTRONIC DEVICES BROUGHT INTO THE WORKPLACE

The Town recognizes that many employees have personal cell phones and other related electronic devices that they bring to work. The use of cell phones and related electronic devices at work must not interfere with job duties or performance. Employees must not allow the use of these devices to become disruptive or interfere with their own or a coworker's ability to do their jobs. Employees who use these devices in violation of Town policy, including the Inappropriate Conduct/Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action, up to and including termination of employment. Employees may not take pictures of persons or documents and/or record conversations with other employees on their personal electronic devices unless such action is authorized by an appropriate supervisor.

POLICY NO. 2.14: USE OF WIRELESS COMMINCATIONS DEVICES

The Town of Little Elm intends to provide wireless communication devices in a manner most cost effective to the Town to designated employees in order to improve productivity, enhance customer service to our citizens and customers, and to enhance public safety services. The Town of Little Elm finds it necessary and in furtherance of the effective and efficient administration of the public's business to require a Town-owned cellular phone with voice and data functionality to all Department Head positions. In addition, the Town may provide a cellular phone with voice, or with voice and data to those employees required to be available at all times and if necessary and critical to the operations of the department as determined by the Department Head.

Employees with Town-issued wireless communication devices are allowed to use the devices for infrequent, minimal personal use; however, a payroll deduction may be made for all personal use if required by IRS income tax withholding regulations.

Employees who are assigned the use of Town-owned wireless device are responsible for the following:

- Insuring the physical security of such devices;
- Insuring that all communications on such devices are kept to the briefest duration possible;
- Insuring that any personal use does not detract from the employee's availability for completion of assigned duties; and
- Not using the device during the operation of any equipment or motor vehicle.

The Town of Little Elm maintains the right of access and the right to disclose any and all messages communicated through electronic means when Town-owned equipment is used. Regardless of the intent of the message (business or personal), an employee has no right to privacy, or to the expectation of privacy concerning the content of any message or the intended destination of any message on Town-owned equipment.

On a case-by-case basis and dependent upon the needs of the organization as determined solely by the Town Manager, employees who are eligible to receive a Town-owned phone may petition to use their personal phone for Town business. Employees authorized to use this option will receive a monthly stipend not to exceed the dollar amount the Town would pay for a cellular phone had the employee been issued a Town-owned phone.

If an employee uses a personal phone or device for Town related business, that phone or device may be subject to search and disclosure under the Public Information Act of the State of Texas.

Non-exempt Town employees shall not engage in work related calls or texts, or access Town of Little Elm files or email through any wireless communication device outside of regular working hours unless authorized by a supervisor.

Decisions regarding the use of Town wireless communication devices, which are not explicitly stated herein, shall be left to the discretion of the Town Manager or his or her designee.

POLICY NO. 2.15: ELECTRONIC COMMUNICATIONS AND SYSTEMS ACCESS USE

The electronic communications and systems access use policy defines conditions for the authorized use of information technology and associated electronic information devices, including, but not necessarily limited to, the following:

- Email (electronic mail)
- Internet use
- Telephone and voicemail
- Video conferencing
- Desktop computers
- Laptop computers

- Cellular phones
- Personal Digital Assistant (PDA)
- Fax
- Storage media
- Television
- Electronic documents
- Copy Machines
- Any other forms of electronic communication

Town employees, contractors, or vendors with access to Town of Little Elm electronic communications are required to abide by this policy while using the Town's data and telecommunications infrastructure. All references to Town employees throughout this document shall also apply to all contractors, vendors, and other non-Town employees who have been granted access to Town-owned electronic communications. All Town employees, contractors, or vendors using the Town's data and telecommunications infrastructure must sign the acknowledgment online through the Town's training portal. These are considered minimum guidelines. Department heads may develop stricter policies for their department.

General Principles. Electronic communications services are provided by the Town to support open communications and research through the exchange of information and to provide the opportunity for collaborative government-related work. The Town encourages the use of electronic communications by its agencies and employees.

The Town's electronic communication systems are the property of the Town and are intended for use in carrying out government business. The Town retains all property rights in any matter created, received, or sent via the Town's electronic communications systems and such matter is not the property of the employees. The contents of any electronic communication may be disclosed to authorized individuals within the organization without the permission of the sender or recipient. Employees should have no expectation of privacy in any matter created, received, or sent using the Town's electronic communications systems. Employees must not assume that communications or messages of any type are confidential because a private password is used. The use of passwords to gain access to the electronic communications systems is for the protection of the Town, not employees. The appropriate Town staff must have access to the entire network.

Electronic communications are "public records" under Government Code section GR1000-26b (part of the Retention Schedule for Records Common to all Local Governments) that provides essentially that even though records are in electronic format they are still subject to review and inspection by the public. Electronic communications are "public information" subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

Although access to information and information technology is essential to the missions of government agencies and their employees, use of electronic communications services is a revocable privilege. Conformance with acceptable use, as expressed in this policy statement, is required. All Town departments are expected to maintain and enforce this policy.

Applicability. All Town employees shall be covered by this policy. Contractors and other non-Town employees may be granted access to Town-provided electronic communications services

at the discretion of the contracting authority. Acceptable use by contractors and other non-Town employees working for the Town is the responsibility of each department's contract monitor. The contract monitor is expected to provide contractors who use Town electronic communications services with this information.

Scope. This policy applies to all electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems. These systems are the property of the Town, and as such, are to be used primarily for job-related communications.

While in the performance of work-related functions, while on the job, or while using publicly owned or publicly provided information processing resources, employees are expected to use those resources identified above responsibly and professionally and shall make no intentional use of those resources for any unlawful purpose.

Employees may make reasonable personal use of publicly owned or provided resources as long as:

- There is no or negligible cost to the Town or public;
- There is no negative impact on employee performance of public duties;
- Employees shall reimburse the Town if any costs are incurred; and
- No other provision in this Usage Policy is violated, including that which prohibits intentional use of resources for an unlawful purpose.

All Town rules, regulations, and guidelines, as they presently exist and as they may be amended in the future, on ethical and appropriate behavior of Town employees and the appropriate use of Town resources apply to the use of all electronic communications.

Enforcement. Department Heads or their designated representatives are responsible for disseminating and enforcing their employees' compliance with the provisions of this policy and for investigating non-compliance. When an instance of non-compliance with this policy is discovered or suspected, the Town shall proceed in accordance with departmental and Town personnel policies.

Employee's privileges may be revoked when deemed necessary to maintain the operations and integrity of the Town's information systems. User access, accounts, passwords, software and hardware may be withdrawn without notice if an employee is suspected of violating this Electronic Communications Usage Policy. Employee discipline may be appropriate in cases of non- compliance with this policy. Criminal or civil action against employees may be appropriate where laws or rights are violated.

Employees need to know that any electronic media communication may be considered a public record subject to disclosure under Texas law.

Acceptable Uses:

- Communication and information exchange directly related to the mission or work tasks of the Town or department.

- Communication and exchange for professional development, to maintain currency of training or education, or to discuss issues related to the employee's department activities.
- Applying for or administering grants or contracts for Town research or programs.
- Advisory, standards, research, analysis, and professional society activities related to the Town governmental work tasks and duties.
- Announcement of new laws, procedures, policies, rules, services, programs, information, or activities.

Prohibited Uses. Electronic media and communications shall not be used in any manner in violation of the law or Town rules, policies or procedures. Electronic media and communications shall in no manner be used for any improper, illegal, offensive or harassing purpose. Activities prohibited by this policy include, but are not necessarily limited to the following:

- Accessing or sending of any material or communication in violation of any federal, state, or local law, ordinance, or regulation.
- Accessing or sending of any material or communication which includes potentially offensive material (such as pornography, or sexual, racial, or ethnic comments, jokes or slurs).
- Accessing or sending any material of a political nature is prohibited. Employees may not use Town time and equipment to either support or oppose campaigns or candidates for elected offices. Messages of a religious nature or promoting or opposing religious beliefs will not be allowed.
- Using email to send information that needs to be communicated individually to every Town employee (several employees do not have access to a computer on a regular basis), or if a quick response is needed. Many employees may not or cannot check their electronic mail on a frequent basis. When establishing or changing a policy, formal policies should be announced via a memo instead of email.
- Misrepresentation under any circumstances of an employee's true identity.
- Unauthorized access to any computer system.
- Any action intended to accomplish or assist in unauthorized access to computer systems.
- Unauthorized or improper downloading, accessing, or sending of copyrighted information, documents, or software.
- Town employees are prohibited from developing and running personal websites on Town electronic communications equipment or on or through any Town contracted ISP services.
- Use of Town's electronic communications equipment or network for private business purposes, including non-profit, charitable, and for-profit businesses.
- Use of Town electronic communications equipment or network for any purpose related to gambling.
- Purchases through the Town's electronic communications networks. Employees shall not use the Town's access to purchase, obtain, or offer products or information for Town purchases without prior approval through normal Town purchasing procedures.
- Sending of unauthorized broadcast communications or solicitations (such as a Town-wide email). The Department Head or their designated representative must approve all Town-wide broadcast or solicitation messages in advance.
- Any action that causes the Town to incur a fee for which there has not been prior approval.

- Use of a security code or password other than as authorized.
- Disclosing a username and password to anyone for any purpose.
- Sending confidential communications via email. Common sense should be employed if a communication must be kept confidential. Information dealing with personnel issues may lose confidentiality due to its electronic transmission. It is recommended that confidential or other sensitive materials not be transmitted electronically.
- Streaming audio, video and data. Electronic communications networks are a shared resource.
- Also prohibited are any stock market, weather, sport, or other types of streaming data tickers. The Department Head or their designated representative must approve all uses of streaming audio, video, and data in advance.
- Employees may not use any non-Town website which requires the acceptance of any contractual terms and conditions as a condition to use that website without prior Department Head and/or Town Council approval.

Notice of Town's Rights. Employees need to be aware that deleting electronic communications – e.g., deleting an email message from their mailbox or voicemail– does not necessarily mean that they are permanently deleted from the system. In the case of email and voicemail messages, these messages may be saved by the Town and employees should have no expectation of privacy in any electronic media communications. Employees should further be advised that the Town maintains a record of all telephone usage regarding all incoming/outgoing telephone calls including the date/time of the call, duration of the call, and the incoming and outgoing phone numbers. This usage information is subject to public disclosure under the Public Information Act and/or subpoena by the Courts.

All electronic media communications are considered at all times to be Town records. The Town has the capability to access, monitor, review, and copy or disclose any electronic media communications, and the Town reserves the right to do so for any proper Town purpose. The use of security measures (such as individual passwords) or deletion of electronic media communications (such as deletion of emails by employees) does not affect the Town's ability or right to access, review, copy or disclose such communications under appropriate circumstances. Employees' use of electronic media is consent to such action by the Town.

This policy shall not be interpreted to limit the Town's access to electronic media communications under appropriate circumstances and shall not in any way limit the Town's control or ownership of its electronic media systems. Further, this policy is in no way intended to permit unauthorized access to electronic media communications.

Software. Employees shall use only legally acquired and licensed software distributed by the department. The Software Licensing and Use Policy key provisions are summarized below:

- Only properly licensed and/or registered software will be loaded on Town-owned computers.
- Software acquired at Town expense shall not be copied onto any non-Town computer unless specifically authorized by the license agreement.
- Departments shall establish a permanent file that documents the right to use each copy of the software loaded on a Town computer.

- Departments shall audit their computers at least annually to ensure compliance with all licensing requirements.

Downloading software is prohibited without prior approval by the IT department or their designated representative.

Loading any program or data from diskette, CD, tape or other portable media into a Town-owned computer or other device when such media has not been scanned by anti-virus software is prohibited.

Employees must get the approval of the IT department or their designated representative prior to loading Town-owned software with home use options on home computers and must abide by this policy while using them.

Email. Emails generally fall within the following categories:

- Administrative Emails – These are emails that contain information relating to the conduct of the Town's business and can be either transitory in nature or more permanent.
- Transitory Emails – These are emails that have limited or transitory value to the Town, and are created primarily for the informal communication of information. Transitory emails would include, but would not be limited to, emails announcing the date and time of a meeting, casual and routine communications, and announcements similar to telephone conversations, notes, interagency or intra-agency memoranda, and preliminary drafts which are not directly related to any non-transitory communications indicated below.
- Non-Transitory Emails – These are emails that are more formal in nature and have lasting value to the Town. Examples:

    - Emails of a policy or decision making nature
    - Emails connected to specific case files
    - Emails that are contract related
    - Other emails that are an essential part of a larger record or other memorandum of significant public business. As such, these emails are similar to printed communications and should be written, transmitted, and stored with the same care and are subject to the Town's Record Retention Ordinance.

- Non-Business Emails – These are emails that do not contain information relating to the conduct of the Town's business. These emails include unofficial, personal messages.

Retention Requirements. The category of the email message determines the retention requirement:

Category	Retention Requirement
Non Transitory–Administrative	4 years (pg. 11 of the Local Schedule GR/Record No. GR1000-26a) BUT if it is a legal opinion from the Town Attorney or other document that merits permanent retention, it should be kept permanently

Transitory – General	2 years (pg. 11 of the Local Schedule GR/Record No. GR1000-26b)
Non-Business	AV, as along as administratively valuable (pg. 11 of the Local Schedule GR/Record No. GR1000-26c

Additional Email Guidelines. The responsibility for compliance with this policy lies with each Town employee. It is the responsibility of Departmental management to develop internal procedures consistent with this policy to insure compliance.

Employees need to know that even when they delete an email or voicemail from their mailbox (and empty it from their Outlook Trash or equivalent), it may continue to exist in backup or archival storage devices or in the mailboxes of other recipients or addressees.

If an employee sets up a vacation rule that generates an automatic reply to incoming emails, the reply option should always be "reply to sender", not "reply to all." The "reply to all" option can cause problems if the original email was sent to a large group of people. The rule should be set up to reply only to messages where the "From" field does not contain an "@" symbol (so that the rule will NOT reply to messages originating outside of the Town.) The reason for this setting is that if the Original email was sent from an automated system, the vacation rule reply will sometimes trigger it to resend the original message each time it gets a reply, causing a loop that can flood the mailbox with messages and overburden the Town's email infrastructure.

Employees shall only access email accounts through systems set up by the Town. Employees shall not access hotmail.com and similar email accounts via an Internet connection over the Wide Area Network (WAN). It has been detected that these types of email accounts bypass the Town security network and make the town WAN vulnerable to viruses.

Additional Guidelines. Logoff (Exiting). Always make a reasonable attempt to complete the logoff or other termination procedure when finished using any system such as the Internet, Outlook, etc.

Large File Transfers and Network Capacity. Electronic communications networks are a shared resource. While routine electronic mail and file transfer activities won't significantly affect other users, large file transfers will impact the service levels of other users. Employees contemplating file transfers over 10 megabytes per transfer should schedule these activities before or after regular business hours.

Certain electronic media (especially email) may not be appropriate to transmit sensitive materials, which may be more appropriately communicated by written document or personal conversation.

Employees should always remember that persons other than the sender and the recipient may read electronic media communications at a later date. Accordingly, electronic media communications (such as email messages) should always be treated as written memos, which may remain on file in various locations.

Requests for Electronic Data. Requests to produce copies of or provide access to non-routine information from electronic communication systems shall immediately be forwarded to the appropriate Department Head. Upon review, the Department Head can determine if the Town Secretary should be contacted and the request should be handled in accordance with the Town's Public Information Act procedures.

Written Acknowledgment. Department Heads shall have all employees acknowledge that they have received and read this policy online through the Town's training portal. Such written acknowledgment shall be retained in department files. (Nevertheless, the failure to provide such written acknowledgment shall not in any way limit the Town's ability to enforce this policy.)

POLICY NO. 2.16: CONFIDENTIALITY OF EMPLOYEE MEDICAL INFORMATION

Federal law, including the ADA/ADAAA and HIPPA, requires that the Town maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the Town maintains a separate medical file for each employee. The Human Resources Department maintains these confidential medical files.

Examples of information that may be provided to the Town by an employee's health care provider, and maintained in the confidential medical file, include:

- a note to justify a medically-related absence;
- a note to request leave for medical purposes;
- a note to verify the employee's ability to return to work;
- a note to verify the employee's completion of a wellness program related activity;
- medical records to support a claim for sick pay or disability benefits;
- insurance records; and
- Workers' compensation records.

It is important that employees understand that the records are confidential, but that the confidentiality may be limited when certain medical disclosures are necessary, i.e., FMLA, ADA/ADAAA and worker's compensation. When an employee provides medical information to their supervisor, the supervisor shall disseminate the information to the Human Resources Department and only on "as needed" basis to other members of management. The Human Resources Department is the point of contact to receive medical information to ensure confidentiality is maintained.

In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their coworkers' medical information as well as their coworkers' family medical information. Employees are required to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a coworker's privacy or breach of confidence. Employees should not speculate about medical conditions of other employees or their family members, and may not publicly discuss another person's medical information.

POLICY NO. 2.17: AMERICANS WITH DISABILITIES ACT/AMENDMENTS TO THE ACT

To ensure compliance with the Americans with Disabilities Act, the Town offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

The Town will provide a reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The Town will not deny employment opportunities on the basis of the need to provide reasonable accommodation to the individual's physical or mental impairments, unless it would cause an undue hardship to the Town, or constitute a threat to the safety of the disabled person or other persons.

Generally, the individual with a disability must inform the Town that an accommodation is needed. The employee must make a request for accommodation in writing.

When the disability or the need for accommodation is not obvious, the Town may ask the individual for reasonable documentation about his/her disability and functional limitations.

In requesting documentation, the Town will specify what types of information it is seeking regarding the disability, its functional limitations, and the need for reasonable accommodation and will provide a copy of the job description for the position. The individual can be asked to sign a limited release allowing the employer to submit a list of specific questions to the health care or vocational professional.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately report such complaint as outlined in the Town's Sexual and Other Unlawful Harassment Policy.

Service Animals. The Town prohibits employees bringing pets to work. However, if an employee has a disability and asserts the need for a service animal at work, the Town will engage in the interactive process, as it is required to do for all requested accommodations.

When evaluating a service animal accommodation request, the Town will seek documentation that the animal is required because of a disability and what work or task the service animal has been trained to perform. Further, the service animal, if allowed, must be under control, must not disrupt the workplace, and must not compromise legitimate safety requirements necessary for the safe operation of a Town facility.

POLICY NO. 2.18: OUTSIDE EMPLOYMENT

Town employees must recognize that the Town is their primary employer. Town employees may engage in outside or self-employment if they receive prior written approval from their Department Head and/or Town Manager. Said approval must be filed with the Human Resources Department on the forms provided by the Human Resources Department. For purposes of this policy, outside or

self-employment includes a job, activity, or enterprise (including self-employment) that constitutes a form of employment or business outside the responsibilities of employment with the Town.

Employees may not accept outside or self-employment that conflicts with the effective performance of the employee while on duty with the Town or conflicts in any way with the best interests of the Town. Town employees cannot contract with the Town for services.

An employee will not be covered by the Town's workers' compensation insurance while working for another employer or while self-employed except for law enforcement officers working within their official function. In addition, an employee on FMLA leave, sick leave, disability leave, workers' compensation leave, or an unpaid leave of absence, may not engage in outside or self-employment, as defined in this policy, unless expressly authorized in writing by the Town Manager.

POLICY NO. 2.19: MEDICAL EXAMINATIONS

The Town Manager, or Department Head with notice to the Town Manager, may require a person selected for initial appointment or reinstatement to undergo a medical (mental and/or physical) examination by one or more physicians designated by the Town and at the Town's expense. If a medical examination is required, employment will be contingent upon successful completion of the medical examination and determination by the Town that the person can perform the essential functions of the job with or without reasonable accommodation.

The Town Manager or Department Head, with notice to the Town Manager, may require an employee to undergo a medical examination by one or more physicians designated by the Town and at Town's expense, to decide the employee's fitness for continued employment, promotion, or other personnel action only if such examination is job-related and consistent with business necessity. The employee may be placed on administrative leave with pay pending the medical examination results. If an employee participates in a promotional process, but is deemed unable to perform the essential functions of the job on the effective date of the promotion, the employee will not receive the promotion.

The Town may require an employee to undergo a medical examination, assessment, or preventative screening in order to participate in aspects of the Town's Wellness Program.

POLICY NO. 2.20: RESTRICTED USE OF CONFIDENTIAL INFORMATION

There are a number of federal and state laws which regulate the handling of confidential and personal information of citizens, customers, and employees. Employees must maintain the confidentiality of all documents, credit card information, and personal information including social security numbers. Any use or distribution of confidential information for anything other than Town purposes is strictly prohibited and is cause for immediate dismissal. If an employee receives a written request for information, he or she must immediately forward such request to the Town Secretary, who will process Public Information Act requests under Chapter 552 of the Texas Government Code.

POLICY NO. 2.21: ISSUANCE OF CLOTHING ARTICLES AND UNIFORMS

The Town may provide articles of clothing and uniforms to certain employees during their employment with the Town. All shirts, jackets, and outerwear paid for by the Town shall have the Town logo or approved department logo. Upon termination of employment, all clothing articles must be returned to the Town prior to receipt of their final paycheck. The quantity of clothing provided is determined by the Department Head. Employees are personally responsible for all articles issued to them. Should clothing become lost, misplaced, or stolen, the employee will reimburse the Town for the cost of replacement articles. Failure to return clothing may cause the dollar amount of said clothing to be deducted from the employee's final paycheck.

Employees in Town uniforms or Town-issued attire are representatives of the organization. Any employee wearing a Town uniform or clothing identifying the Town of Little Elm shall not be involved in any conduct that would embarrass or shine a negative light on the Town of Little Elm. Uniforms and Town issued articles of clothing shall not be allowed to be worn outside of work or Town related functions.

Eligible field employees will receive an annual jean allowance of $150 in a separate payroll check during the first payroll week in January. Any employee that starts after the annual distribution of funds will be eligible with Department Head approval to receive the full $150 if their start date is January 1 thru June 30 and $75 from July 1 to December 31. The Department Head must include this allowance on the employee's first change of pay form listed as one-time jean allowance for the current year.

Except as may be authorized by the Police or Fire Department Standard Operating Procedures policy, Town uniforms or Town issued attire may not be worn while engaged in other employment activity.

Employees may be subject to IRS benefit taxing requirements on uniforms issued by the Town.

POLICY NO. 2.22: EMPLOYEE IDENTIFICATION BADGES

All Town employees are issued an Employee Identification Badge with photo when they are hired. New employees receive their Employee Identification Badge during New Employee Orientation. Contractors who will be working on site as well as temporary, seasonal, and less than Part-Time employees will also be issued identification badges.

The Employee Identification Badge is Town property. It can only be used for identification purposes and for employee access to Town buildings. Access to secure locations must be approved by the Town Manager. The employee must wear the badge when engaged in Town business unless working conditions make wearing the badge hazardous or impractical. The Department Head must give approval for an employee to not wear the badge due to hazardous or impractical conditions.

Employees wearing a department-issued uniform are not required to wear an Employee Identification Badge, but must have the badge in their possession.

The employee must wear the badge in Town facilities and when dealing with the public. It must be worn so that the employee's name and photo are clearly visible. Old, faded, or damaged badges should be replaced as soon as possible.

If an employee loses their Identification Badge, the employee should immediately contact Human Resources so that the card can be deactivated, and then contact your Department Head to fill out a form to request a replacement badge.

When an employee's employment ends, the Department Head will retrieve the Employee Identification Badge and other Town property. If an employee terminates employment without notice, the Department Head will contact the Human Resource Director immediately to deactivate the Identification Badge. The Human Resources Director will attempt to contact the terminated employee to retrieve the Identification Badge and other Town property in the ex-employee's possession.

If repeatedly lost, an employee may be subject to a $5 charge for each replacement badge.

POLICY NO. 2.23: YOUR PERSONAL PROPERTY

All employees shall be solely responsible for their personal belongings brought onto Town property, except for personal equipment required in the performance of their job. The Town assumes no liability for such items. Further, there may not be an entitlement to any right to privacy of those personal items brought on to Town property.

POLICY NO. 2.24: YOUR PERSONAL AFFAIRS

Employees should arrange their personal affairs to minimize interference with individual or group work performance. This includes personal phone calls and requests for absence from work the work place for personal, financial, medical, or other reasons.

POLICY NO. 2.25: HEALTH FITNESS AND WELLNESS

It shall be the continuing responsibility of each employee to maintain the standards of physical and mental health fitness required for performing his/her position. When the physical or mental health condition of an employee constitutes a hazard to persons or property or prevents the employee from effectively performing the assigned duties, the employee may be requested by the Department Head to submit to a health examination. Employees may also be required to submit to an examination provided through the Town's Employee Assistance Program and/or other providers qualified to determine an employee's fitness for duty, when requested by the Department Head and approved by the Human Resources Department. The employee will be paid for the time required for such examination which shall be conducted at no cost to the employee for the purpose of determining the employee's health conditions relative to Town employment, i.e., which are job-related and consistent with business necessity. Correction or treatment of conditions diagnosed during this examination shall be the responsibility of the employee. A Department Head may require an employee to take periodic special examinations that are job-related and consistent with business necessity to qualify for continued employment in his/her classification. The Department Head will not receive confidential medical information from the

examination and will only receive the evaluator's assessment that the employee is fit for duty. Such assistance may include identifying outside training opportunities and/or providing on-the-job training, whenever possible, to fulfill this commitment. This assistance will be conducted in compliance with procedures established by the Human Resources Department.

The Town of Little Elm shall maintain a wellness program to encourage a healthy workplace with regards to mental, physical, and emotional wellbeing. The wellness program will seek to build an encouraging and social environment focused on awareness, nutrition, activity, and prevention among Town of Little Elm employees and their families. It shall be the goal of the wellness program to support wellness in the work place by maintaining a program that meets the needs of the Little Elm organization and promotes a healthy lifestyle.

In order to further encourage a healthy lifestyle, the Town will maintain a wellness incentive program. The wellness incentive program is intended to provide rewards to employees who take personal initiative in relation to their own health and wellness. Employees shall be afforded an opportunity to earn points for completion of certain health-related actions in the areas of prevention, awareness, activity, and nutrition. Rewards and prizes will be offered to the employee based on the number of points accrued annually. Full-Time employees have the ability to earn an unlimited amount of points. Part-Time employees are encouraged to participate and will be eligible to earn up to a maximum of 500 points annually.

The Town will administer the wellness programs in accordance with federal regulations.

POLICY NO. 2.26: PERSONNEL RECORDS

The Human Resources Department will exclusively maintain personnel records of each active employee. Separate personnel files shall not be kept at the department level. Records will also be maintained on inactive employees for not less than the period required by law. An employee's records are available for inspection in the Human Resources Department by the employee, any individual authorized by the employee, his/her immediate supervisor, Department Head or designee. The Human Resources Department will not release personnel records to individuals or agencies outside the Town unless it is required by law.

An employee at all times has a right to inspect any and all inclusions made a part of his/her personnel records. Employees will be given a copy of any written record of a disciplinary or performance counseling that is added to their personnel file.

POLICY NO. 2.27: HIPAA LAW AS IT APPLIES TO EMPLOYEES

The Health Insurance Portability and Accountability Act of 1996 and its subsequent amendments are usually referred to by the acronym of HIPAA. It helps ensure continued medical coverage when employees change jobs. Most of all, HIPAA mandates that employee's medical information remain confidential.

Only the Department Head and the Human Resources Department are privy to employee's medical information and each will regard any medical information as highly confidential. An employee's medical records will be kept confidential and under the singular control of the Human

Resources Department.

A key feature of the HIPAA law, frequently called the Privacy Act, is this guarantee of privacy regarding medical information. Improper disclosure is not only a violation of this policy, but can lead to criminal prosecution under federal law.

Under the HIPAA law, employees need to treat any medical information they may encounter on or about employees as confidential. Regardless of how the information comes to the attention of any employee, it should never be shared publicly or privately with anyone. The only exceptions are if the information constitutes a potential endangerment to that employee or another person.

POLICY NO. 2.28: DRESS AND APPEARANCE CODE

The Town desires to project a positive and professional image of all employees representing the Town. Some departments have specific dress and appearance codes that you will be required to follow. Employees may also be required by their respective department to wear certain safety gear.

All employees are expected to dress in a manner that is appropriate for their position and observe good habits of grooming and personal hygiene. Clothing should be in good repair, appropriately worn (nothing tight or revealing), and not have slogans, graphics, or language inappropriate for a professional image. Department heads are responsible for monitoring the attire of their employees and taking corrective action when necessary.

This policy applies to all employees while they are on duty, whether during their regular work shift or non-regular work shift.

POLICY NO. 2.29: FRIENDS AND FAMILY AT WORK

The Town does not object to an occasional and infrequent visit by friends and family at work; provided there is only a minor disruption in the employee's work activity and does not adversely affect the work of other employees. Further:

- Visits are limited to locations accessible by the general public, but are not permitted at active, outdoor work locations.
- Children should not roam freely about the workplace without supervision.
- Visitors are not allowed access to any equipment, vehicles, or employee assigned computers.
- Department Heads may approve additional time for special occasions.

POLICY NO. 2.30: BREAKS

The time, location, and duration of employee breaks are at the discretion of the Department Head. Breaks, if permitted, are considered 'time worked.' Employees shall be encouraged to use their breaks for walking or stretching and the use of tobacco during breaks shall be discouraged.

POLICY NO. 2.31: USE OF TOWN LOGO OR TOWN BRANDING

The Town is owner of all rights, titles, and interest in certain designations comprising designs, trade names, trademarks, branding, and service marks including the names "The Town of Little Elm," "Town of Little Elm, Texas," logo types and seals incorporating one or more of the foregoing names and/or associated with the Town. Town employees may be prohibited from personal use of these items in any manner, including social media.

POLICY NO. 2.32: EMPLOYEE PRIVACY ON THE JOB

Employees should not have any expectation of privacy as it relates to their office, work space, desk, Town vehicle, locker, purse, backpack, or carrying case. Inappropriate or illegal items should never be brought to the work place. The Town reserves the right to monitor all Town-owned communication systems. The Town reserves the right to monitor all correspondence conducted on a Town-owned computer or any other type of electronic device capable of transmitting data, voice, and/or video.

PERFORMANCE MANAGMENT

POLICY NO. 3.01: PERFORMANCE MANAGEMENT

The Town of Little Elm expects a culture of constant coaching and employee development. Supervisors are expected to provide constant feedback to employees regarding their representation of the principles of Servant Leadership and core competencies related to the Town's values of Integrity, Customer Service, Efficiency, and Innovation.

Schedule. On the date of an employee's anniversary, a supervisor will hold a formal coaching session to identify the strengths and areas of improvement regarding the core competencies related to the Town's values. During this session, the supervisor and employee will identifiy strengths and weaknesses as well as accommodate the professional goals of the employee.

Supervisors will continue to check in and give feedback to employees on a frequent basis and hold a formal follow-up six months after the formal coaching session to ensure that the employee has been making progress.

Employee Responsibilities. Employees are expected to be knowledgeable about their essential job functions and areas of core competency regarding the Town's philosophy of Servant Leadership and four Core Values. The employee is also expected to seek out learning and development opportunities.

Coaching will be made by an employee's immediate supervisor. The supervisor will review a subordinate's performance with his or her Department Head.

LEAVE POLICIES

POLICY NO. 4.01: VACATION LEAVE

Regular Full-Time employees accrue vacation leave as follows:

Years of Service	Monthly	Yearly Accrual
First thru 5th year	6.67 hours	80 hours
6th thru 10th year	10.00 hours	120 hours
11 years and over	13.33 hours	160 hours

Sworn Police Officers (effective April 1, 2020) and Fire Fighters who work in Fire Suppression accrue vacation as follows:

Years of Service	Monthly	Yearly Accrual
First thru 5th	10.00 hours	120 hours
6th thru 10th year	15.00 hours	180 hours
11 years and over	20.00 hours	240 hours

Vacation leave accrues from the hire date. Vacation leave may be taken after completion of the initial six month probationary period.

Earned vacation leave may be used as follows, with supervisory approval:

1. Employees are encouraged to use a substantial portion of vacation leave each year. No employee may accumulate more than three hundred and twenty (320) hours by close of each calendar year. Employees who fail to take vacation and who have reached maximum accumulation will lose all vacation accrued over the maximum on January 1st of the following calendar year. Extensions for use of leave beyond the maximum accrual may only be approved in extraordinary circumstances by the Town Manager with written authorization on file with the Human Resources Department.
2. Any employee who had an accumulation greater than the maximum of 320 hours as of January 1, 2010, must have obtained validated documentation from the Human Resources Department of actual accumulated vacation leave that was signed by the former Town Manager and recorded in their personnel file. These employees' accumulations are "grandfathered" at an amount no higher than what was in place as of January 1, 2010. This grandfathered accumulation will be the maximum that the employee will be allowed to accrue or be compensated.
3. Departments will schedule and approve leave considering their customers' needs, departmental operations, and employees' interests. The following requirements apply:

    a. Vacation leave may be taken in one (1/2) hour increments.
    b. Vacation leave shall not be advanced.
    c. Vacation leave shall not be transferred from one employee to another.

4. Laterally transferred, promoted, or demoted employees shall retain accrued vacation

leave.

5. Employees who have separated from employment with the Town will be paid up to 320 hours for accrued vacation leave, regardless of the reason for separation. The only exception to the 320 hour payout is reference in paragraph #2, above.
6. Any employee who separates from the Town and is rehired is not eligible to use past service for determining the accrual rate of vacation leave.

POLICY NO. 4.02: PERSONAL DAYS

All regular Full-Time employees are eligible, as of January 1st of each year, to receive three, eight-hour personal days per year. Personal days must be used in the same calendar year as earned. There is no accumulation of personal days. Employees hired after January 1 do not receive personal days until the following year. Employees may be eligible to earn an additional personal day through the wellness program or other employee incentive program as authorized by the Town Manager. Any such program must be offered equally to all Full-Time employees.

POLICY NO. 4.03: SICK LEAVE

All regular Full-Time employees accrue sick leave at the rate of 6.67 hours per month except regular twenty-four hour and twelve hour shift employees who accrue sick leave at the rate of 10.0 hours per month.

Sick leave may be used in one (1/2) hour increments for personal illness and injury or routine health care appointments that cannot be reasonably scheduled outside work hours.

Sick leave may only be used for personal illness, temporary disability, pregnancy complications, health and wellness appointments, treatments, and procedures, as well as in-patient and out-patient hospital stays, and care of family members as described below. Employees on sick leave are expected to be in a health care facility, home, doctor's office, or pharmacy. Employees found to be elsewhere during what would be their regular work shift may be subject to revocation of sick leave and disciplinary action. If an employee goes on FMLA leave for the birth, adoption, or fostering of a child, up to 80 hours of accrued sick leave may be used.

An employee utilizing sick leave is not allowed to engage in outside employment, including self-employment.

Employees may not take "no pay" status in lieu of sick leave without first exhausting all accrued leave. An employee in "no pay" status does not accrue additional leave.

Care of Family Members. Employees may also take accrued sick leave for the same reasons stated above for family members. For the purpose of using sick leave, an eligible family member shall be the employee's child, stepchild, parent, stepparent, or spouse. A child is defined as a biological child, adopted or foster child, or stepchild, of an employee who is standing in *loco parentis* or legal ward of the employee.

Proof of Qualifying Absence. The Department Head or Town Manager may require satisfactory

proof of qualifying absence any time the employee is away from work using sick leave. The Department Head or Town Manager may also require a statement from the attending physician of the employee's ability to resume his/her duties before permitting the employee to return to work, or a statement from the attending physician of the need for an employee to remain at home to attend to a sick child, spouse, or parent. The Department Head or Town Manager may disallow use of sick leave in the absence of satisfactory proof.

In addition, an absence of more than:

- Two consecutive work shifts for 8, 9, or 10 hour work shift personnel, or, One work shift for 12 or 24 hour shift personnel, requires the absent employee to present a valid medical doctor's written excuse prior to returning to work.

Illness While on Vacation. Employees who become ill or are injured during vacation may request that the vacation leave be terminated and the illness or injury time be converted to sick leave.

Employee Separation. Employees will be eligible to receive pay for unused sick leave upon voluntary resignation, retirement under TMRS as follows:

Years of Full-Time Service	Payment Eligibility (percent of
Under	0
5	50%
6	60%
7	70%
8	80%
9	90%
10 plus	100%

No employee will be paid for more than 360 hours of accrued sick leave, except employees hired prior to January 1, 2020, who will be paid for no more than 720 hours of accrued sick leave upon separation.

POLICY NO. 4.04: HOLIDAYS

The Town provides paid holidays to probationary, regular Full-Time and eligible Part-Time II employees. The following official holidays will be observed:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day

- Christmas Day

As specifically provided in the Texas Local Government Code § 142.0013(c); (Appendix C) "*a fire fighter shall be granted the same number of vacation days and holidays, or days in lieu of vacation days or holidays, granted to other municipal employees, at least one of which shall be designated as September 11th.*" The Fire Chief and Town Manager will select which holiday will be replaced by September 11th.

Holidays. A holiday is a period of 8 hours. Holidays are considered time worked. Due to the requirements of providing 24/7 public services, not all employees are permitted to take time off on the official day of the Holiday or the observed day of the Holiday.

Holiday Bank. Beginning on January 1 of each year, each employee will receive 72 hours in their Holiday Bank. This bank will be administered by Payroll and will not be used at the employee's discretion. This bank will be used for official Town observed holidays only. At the end of each calendar year, unused Holiday Bank hours will carry forward to the next calendar year, not to exceed 8 hours. Unused accrued Holiday Bank hours will not be eligible for payout upon separation. Employees that start after January 1 of a given year will receive a prorated amount of hours in their Holiday Bank based on the number of remaining holidays for that year. If an employee does not have enough hours in their Holiday Bank to cover the time off, they may choose to supplement with Vacation Leave, Compensatory Time, or Personal Leave.

Exempt Employees required to work a Holiday. The employee will be paid their regular salary and earn 8 hours to be added to their Vacation Leave bank per observance.

Non-Exempt Non-Public Safety Full-Time Employees required to work a Holiday. The employee will be paid for the actual time worked. In addition, the employee will be paid 8 hours for the holiday at their regular rate of pay.

Part-Time I Employees Holiday Pay. Part-Time I Employees who are required to work a holiday will be paid 4 hours for the holiday in addition to hours worked. Part-Time I Employees who do not work on a holiday are not eligible to receive holiday pay.

Part-Time II Employees Holiday Pay. Part-Time II Employees who are required to work a holiday will be paid 4 hours for the holiday in addition to hours worked. Part-Time II Employees who do not work on a holiday will be awarded 4 hours of holiday pay.

Non-Exempt Public Safety Holiday Pay. Public Safety employees will be paid 8 hours for the holiday at their regular rate of pay. Employees on shifts who work a holiday will be paid for the regular shift worked plus 8 hours at their regular rate of pay per observance. When a Town observed holiday falls on a different date than the actual holiday, Public Safety employees will be paid 8 hours of regular pay on the actual holiday rather than the day observed by the Town.

Scheduling of Holiday. Holidays occurring on Saturday will be normally observed on the prior Friday and holidays occurring on Sunday normally will be observed on the following Monday

except as approved by the Town Manager.

Ineligibility for Holiday Pay. Employees on an unpaid leave status on the scheduled workday immediately preceding or following a scheduled holiday will not be paid for the holiday.

Other Religious Holidays. Employees may request an approved absence to celebrate a religious holiday that is not a scheduled Town holiday. If approved, the employee may be given time off without pay or may be authorized to use accrued vacation leave or an accrued personal day.

POLICY NO. 4.05: ADMINISTRATIVE LEAVE

Employees may receive paid administrative leave for official business or other work-related matters as designated by the Department Head or Town Manager.

Administrative leave without pay will be utilized when deemed appropriate by the Town Manager. Employees will not continue to accrue benefits while on administrative leave without pay.

POLICY NO. 4.06: BEREAVEMENT LEAVE

The Town provides probationary and regular Full-Time employees paid time off, up to a maximum of 24 work hours per occurrence in the event of a death(s) of immediate family. For the purpose of authorizing bereavement leave "immediate family" is defined as current spouse, child*, parent*, brother*, sister*, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or grandparent-in-law. (*includes step relations)

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is counted as hours worked for purposes of determining overtime.

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation or sick leave, if applicable, upon request and approval of the Department Head or Town Manager.

POLICY NO. 4.07: JURY DUTY

The Town provides paid leave to regular Full-Time employees and Part-Time II employees required to serve on jury duty or requested to testify as a witness by the Town in a Town-related civil, criminal, legislative, or administrative proceeding. The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc.

Employees required by summons to report for jury duty or who are impaneled as a juror or alternate, shall receive their regular pay during the time period directly related to jury duty (not to exceed 40 hours of jury duty pay per week).

Employees on jury duty leave should keep up with their job responsibilities if possible. An

employee who is on jury duty typically must report for Town duty for the remainder of the day upon completion of court or jury service, or request approval for use of other available paid time off. Any payment for jury duty received by the employee may be retained or donated to a charitable cause.

POLICY NO. 4.08: COURT APPEARANCES AND OTHER LEGAL MATTERS

Court appearances for testimony, investigation, and court preparation as a result of official duties as a Town employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked. Any witness fees collected by the employee in their official capacity must be remitted back to the Town of Little Elm.

Employees will not be paid for time off to conduct personal or private legal business. Vacation or compensatory time may be used if approved by the Department Head.

POLICY NO. 4.09: FAMILY AND MEDICAL LEAVE ACT LEAVE

The Town provides leave to certain eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to 12 weeks of job-protected leave each year for specified family and medical reasons or 26 weeks of leave to care for an injured or ill service member. Details of eligibility and procedures that must be followed are contained in Appendix E, attached hereto.

POLICY NO. 4.10: MILITARY LEAVE

The Town complies with all state and federal laws relating to all Full-Time and Part-Time employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the Town and who have no reasonable expectation that their employment with the Town will continue indefinitely or for a significant period of time are generally ineligible for extended paid military leave in excess of 15 days, reemployment rights, or any other military leave benefits under this policy. This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and Full-Time National Guard duty.

Notice to Town of Need for Leave. Employees must provide as much advance written or verbal notice to the Town as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the Town no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit the Military Leave of Absence Request and Leave Use Designation form (Appendix N) to the Human Resources Department along with the official documents setting forth the purpose of the leave and, if known, its duration. Said form must be turned into the Department Head and the Human Resources Department as far in advance of the leave as possible.

Paid Leave for Training and Duty. Employees will be paid 15 work days for military absences. All

employees who work fire suppression will receive 180 hours per fiscal year. All other employees will receive 120 hours per fiscal year. This leave may be used when an employee is engaged in the National Guard or U.S. Armed forces, reserve training or duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.

Employees who have exhausted all available paid leave will be treated as employees in non-pay status. Should employees have accrued vacation leave, they may request to use any part of it through their supervisor. This will not affect their military leave status.

This policy will be administered consistently with USERRA and the Texas Government Code, Section 437.202 et seq.

POLICY NO. 4.11: HAZARDOUS CONDITION LEAVE, INCLEMENT WEATHER/ EMERGENCY CLOSING, AND CIVIL EMERGENCIES

Town services will be maintained during severe weather conditions and civil emergencies. As such, all employees are expected to report to work unless otherwise notified. Except for extraordinary circumstances, Town offices do not close.

Employees unable to report to work due to poor road conditions, civil emergencies, or other severe weather-related problems may use accrued vacation leave, use accrued personal leave, or use accrued compensatory time.

Employees who are not permitted to work their entire work shift due to severe weather or civil emergency may be compensated the remainder of their scheduled work shift as Hazardous Condition Leave. Hazardous Condition Leave may be granted only by the Town Manager.

POLICY NO. 4.12: UNAUTHORIZED LEAVE

Employees failing to report for duty or failure to remain at work as scheduled without proper notification, authorization, or excuse shall be considered to be on unauthorized leave of absence and shall not be in pay status for the time involved. Unauthorized leave of absence constitutes abandonment of duties and can result in dismissal.

POLICY NO. 4.13: TOWN-SPONSORED/TOWN-SANCTIONED EVENTS

The Town encourages employees to participate in community and charitable events. Participation in events will generally not be considered work hours or compensable time. The employee may be authorized to use vacation leave or personal day to participate in these events.

If deemed to benefit the Town, and as determined by the Town Manager, participation in Town-sponsored or Town-sanctioned events may be considered compensable time.

POLICY NO. 4.14: NEUTRAL ABSENCE CONTROL POLICY

Long-Term Absence. Any employee who is absent from work for more than 180 calendar days,

for whatever reason, will be terminated. Brief appearances at work during an overall absence of 180 days will not prevent the Town from terminating an employee if determined to be in the Town's best interest. Likewise, any employee who reports to work (*e.g.*, in a light duty capacity), but is unable to perform the essential duties of his or her actual position for a period of 180 days will likely be terminated. However, in the event that an employee has a paid leave balance remaining at the end of 180 days, the Town may, upon request, extend his/her leave using any available paid leave balance up to a maximum paid absence of one year, or be terminated and paid for accrued leave balances.

This policy will be administered consistently with the Town's obligations under the Americans with Disabilities Act, including considering extending leave as a reasonable accommodation.

POLICY NO. 4.15: SICK LEAVE POOL

Purpose. The purpose of the Sick Leave Pool is to provide employees with a possibility of obtaining additional paid sick leave days to assist them financially when they are unable to work for an extended period of time due to a qualifying catastrophic illness or injury that caused the employee to exhaust all paid leave time benefits.

Policy. This policy establishes guidelines for the organization and administration of the Sick Leave Pool, hereinafter referred to as the "Pool," for the employees of the Town.

Definitions. For purposes of this policy, the following definitions will apply:

Qualifying Catastrophic Illness/Injury must meet one of the following:

- A severe condition that affects the mental or physical health of an employee to the extent that he/she is unable to perform his/her job nor is able to perform one or more normal life functions; or

- Poses a threat to life; requires 'in-patient' or hospice care or extensive outpatient treatment or care; and requires the services of a state licensed physician for an extended period of time.

Employees who, through willful misconduct, purposely self-inflicted, or injured on a job not connected to his/her employment with the Town, are NOT eligible for use of the Sick Leave Pool.

Extended period of time is defined as 30 calendar days of absence for a single illness or injury.

Licensed Physician as defined by the Texas Insurance Code and practices within the scope of his/her license.

Contributions to the Sick Leave Pool. Contributions to the Pool are strictly voluntary. Contributions can be made from excess sick leave that would be lost due to maximum carry over limits, at voluntary separation of service from the Town, or an annual contribution of between 8

and 24 hours can be contributed by active employees who have a minimum sick leave balance of one hundred and four (104) hours of accumulated sick leave. Annual contributions will not be needed as long as the Pool has a balance in excess of 3,000 hours.

Employees making contributions to the Pool may not stipulate who is to receive their contributions nor are contributions retractable. Employees are further prohibited from the sale or purchase of sick leave hours, taking coercive action to donate sick leave hours, or granting favoritism or reward for the donation of sick leave hours.

Eligibility. Regular full time employees who have been employed with the Town for one year and meet the criteria listed in this policy are eligible to apply for sick leave from the Pool.

The employee must have exhausted all paid leave (including sick leave, vacation, holiday, and comp time) due to his/her non-job related catastrophic injury or illness.

The employee must have had an absence of 30 calendar days to apply to the Pool.

The employee must provide a medical certification from a licensed physician, in a form acceptable to the Town, that the illness or injury is catastrophic and will require the employee to remain absent from work. The Town reserves the right to request a second opinion (paid for by the Town).

Pool benefits are not available for absences due to an employee's family member; benefits are only available for the employee's own illness/injury.

The employee must not have been disciplined or written-up during the last two years for abuse of sick time. Other factors considered by the Town when granting or denying an application for sick pool benefits include, but are not limited to, the nature of the serious health condition giving rise to the request, the employee's length of service, disciplinary and attendance history (including prior utilization of sick leave), the likelihood that the employee will be able to return to his/her regular duties within a reasonable period of time, and available sick leave in the Pool.

While using time from the Pool, employees may not work another job (including self-employment). An employee who performs outside work will lose all remaining Pool time and will be subject to disciplinary action up to and including termination of employment.

Enrollment Period. The enrollment period will be January of each year. Forms for enrollment will be provided by the Human Resources Department.

Request for Use of Sick Leave Pool. Requests must be submitted on the proper form (Appendix M) and given to the Human Resources Department along with a medical certification signed by a licensed physician. The physician's statement must include the date the catastrophic medical condition began, the probable duration, an estimate of time the employee will be unable to perform work of any kind, and any other information requested by the Town. The physician's statement must also indicate if the employee can work a reduced work schedule and list any restrictions. The Town may also require the employee to submit to a medical exam by a doctor

chosen by the Town to determine eligibility for benefits under this policy. The employee must sign required medical releases/authorizations required by the Town for this purpose. If the employee is unable to fill out the necessary paperwork due to the critical nature of his/her illness/injury, the employee's Department Head may file the application on their behalf.

If an employee refuses to work an approved reduced work schedule, Pool time will be denied. An updated medical certification will be required for each 30 days of sick leave granted. Any unused balance of sick leave time granted to an employee will be returned to the Pool.

Approval Process. Application for sick pool leave is contingent upon the available balance in the sick pool at the time of application. Approval will be given in maximum increments of 30 days (240 hours). In no case will the employee be granted more than 90 work days (720 hours) per calendar year. Unused time will be returned to the pool upon returning back to work.

Once the request is received from the employee, a decision will typically be made within five working days and communicated to the requesting employee. The Town Manager is the approving authority for all requests for use of the Pool.

Recordkeeping. The Human Resource Department will maintain the Pool ledger. The ledger will reflect the balance of the sick leave pool along with the records of contributions and advances.

The original copies of request forms and medical certifications will be kept in the employee's medical file maintained in the Human Resources Department.

Miscellaneous. This policy is subject to the Town's Neutral Absence Control Policy, Section 4.14 which applies to all employees absent from work for more than 180 days.

Abuse of this policy will result in loss of any remaining sick pool time and will also result in disciplinary action, up to and including termination of employment.

POLICY NO. 4.16: PUBLIC SAFETY QUARANTINE LEAVE POLICY

Purpose. The purpose of this policy is to provide guidance in accordance with Section 180.008 of the Local Government Code regarding paid quarantine leave for Fire Fighters and Peace Officers. The quarantine leave will be used to quarantine or isolate Fire Fighters or Peace Officers due to a possible or known exposure to a communicable disease while on duty. The Town of Little Elm recognizes that employee health and safety is important. The Town supports establishing a workplace that is comfortable, healthy, safe, and supportive.

This policy will be applied consistently with the Workers Compensation Policy, as this leave is granted only for on-duty exposures.

Effective Date. This policy is effective 6/15/21.

Scope. This policy applies to all Fire Fighters and Peace Officers employed by the Town of Little Elm. The Police/Fire Department management, in coordination with the Human Resources

Director, will be responsible for communicating and implementing this policy as applicable.

Definitions. "Fire fighter" means a paid employee of the fire department who:

(A) holds a position that requires substantial knowledge of firefighting;

(B) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and

(C) performs a function listed in Section 143.003(4)(A).

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the Town.

Policy. Quarantine leave may be granted after a Fire Fighter or Peace Officer has had a possible or known exposure to a communicable disease while on duty. The Town of Little Elm's health authority (Denton County) will determine when a threat of highly communicable or a life-endangering disease are immediately present and may release orders for applicable/essential workers to follow general quarantine protocols. When this occurs, department supervisors will confer with the Human Resources Director to allow for the use of quarantine leave based on the health authority's protocols for appropriately dealing with the disease and/or its prevention of community spread. Employees will be released from quarantine leave based on guidance from the local health authority.

Employees are required to notify Human Resources immediately of any known or possible exposure so that if a worker's compensation related injury or illness develops after exposure, notifications have been promptly made. If an injury/illness develops, this leave will run concurrently with worker's compensation.

Applicable employees on paid quarantine leave will continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the leave. While on quarantine leave, the employee's leave balances should not be deducted.

When applicable, employees who must be quarantined may be eligible for reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation. The employee must receive approval from Human Resources prior to incurring quarantine expenses. Proper receipts and other proof of expenses must be provided by the employee.

PAY AND BENEFITS

POLICY NO. 5.01: PAY

The Town uses a step/grade pay plan that is generally updated on an as-needed basis. Updates to the plan may be the result of market surveys or cost-of-living adjustments approved by the Town Council during the budgetary process. Each job position is assigned a pay grade, according to the requirements in the job description and salary demanded by that position in the marketplace. Positions with similar market pricing are placed in the same grade. Once a position is placed in a grade, it does not move from that grade until such time management decides to change the associated responsibilities of that position as specified in the job description, or the market dictates.

New employees are placed in a particular pay grade when hired. Generally, a new employee will be hired at step 1 of the pay grade the position is assigned. Some positions will require starting at a higher step, due to the Town's need for a person of higher level of experience and/or skills, as determined by the Town Manager. If budgetary and economic conditions allow, employees will move up one step in the plan at the beginning of each fiscal year. Employees who have reached the highest step available in their pay grade ("topped-out") will not be eligible for any additional step increases. Topped-out employees will be eligible for any comparative or cost of living adjustments (COLA) to their step/grade if and when approved in the Town's budget. Employees are not eligible for their step increases during their six month probationary period. If step increases are awarded during this time, they will receive their step increase at the end of their six month probation. This increase will not be retroactive.

Employees will be paid on the scheduled pay days in accordance to their placement on the step/grade pay plan. No advance payment of salary will be made to any employee.

POLICY NO. 5.02: OVERTIME PAY

Hours Worked. Holiday leave, vacation leave, bereavement leave, military leave, and jury duty are considered hours worked. Personal days, unpaid administrative leave, compensatory leave, and sick leave will not be considered hours worked.

Exempt Employees. Employees who are exempt from the provisions of the Fair Labor Standards Act (FLSA) are not eligible and will not receive overtime pay.

Non-Exempt Employees. Non-exempt employees may be scheduled to work overtime and/or at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.

Overtime. All non-exempt employees must receive their supervisor's or Department Head's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled workday, and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor. On the employee's time sheet, the appropriate supervisor must also approve any overtime before the time sheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.

Supervisors may elect to flex an employee's time or shift schedule within the same work period to avoid accruing overtime.

Overtime Rate. Generally, overtime pay for non-exempt employees is at the rate of 1.5 times the employee's regular hourly rate of pay. Some non-exempt employees may be paid on a salaried basis. A non-exempt employee's regular hourly rate includes all pay incentives, such as clothing allowance, longevity, education, and certification pay. Shift personnel in the Fire and Police Departments are paid overtime based on the work period adopted by their Department under Section 207(k) of the Fair Labor Standards Act and/or Texas Local Government Code §142.0015. (See Policy No. 2.01).

POLICY NO. 5.03: COMPENSATORY TIME

Compensatory time, in lieu of overtime pay (hours after an employee reaches his/her position's overtime threshold), shall be credited at the rate of 1.5 hours credit per one hour worked for non-exempt personnel. Official compensatory time records shall reflect the product of actual hours worked, multiplied by 1.5. All non-exempt employees shall be allowed to accumulate no more than 120 hours of compensatory time. Eligible employees may take compensatory time off within a reasonable period following their request. Compensatory time off must not unduly disrupt departmental operations and must have prior supervisory approval. In order to reduce the financial impact of compensatory time accruals, Department Heads may require the use of compensatory time. Members of the Fire and Police Department are considered to have agreed to being paid all accrued compensatory time whenever he/she is promoted and/or when it is necessary to minimize the financial impact of compensatory time accruals, in accordance with §142.0016, Texas Local Government Code.

Non-exempt employees shall be paid for accumulated, unused compensatory time upon termination of employment, regardless of the reason for termination. Non-exempt employees who accrue more than 48 hours in a fiscal year will be paid for all hours exceeding 48 hours on the first payday after September 1. The remaining 48 hours will rollover to the next fiscal year for the employee's use.

Exempt employees do not accrue compensatory time. Exempt employees may be permitted, with supervisory approval, to use a temporary flex hour work schedule within the same pay period, on

an hour for hour basis.

POLICY NO. 5.04: ON-CALL DUTY

The Town provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their department.

Return to work provisions. After regularly scheduled working hours, on-call employees are free to pursue personal activities, but must respond to a call back (via email, text, phone, or radio) within designated guidelines set by their department. Employees designated as on-call must be fit, both mentally and physically, to accomplish on-call services needed within the time frame required (See Policy No. 6.03: Drug and Alcohol Use). An employee is considered officially scheduled and designated as on-call only when approved by their supervisor in accordance with procedures established by their department.

Compensation. On-call status is not considered time worked and is not compensable unless a departmental policy, as approved by the Town Manager, states otherwise. On-call non-exempt employees called back to the workplace will be paid at their regular rate of pay for actual hours worked with a minimum of one hours pay after their regularly scheduled working hours or on a regular day off. Pay will be considered overtime if the employee has already recorded the hours required to meet the overtime threshold for their position. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor (i.e., "holding over") will not be considered call-back and is paid at the employee's regular rate of pay until the overtime threshold is reached. Continuing work on a call-back that extends beyond the one hour minimum and into a day off does not entitle the employee to additional premium pay. Travel time to and from a call-back is compensable, in accordance with departmental policy. On-call employees who do not return to the workplace, but who handle a workplace issue by phone or internet will be compensated based on a departmental policy, approved by the Town Manager. In all cases, employees must report their actual hours worked on their time sheets.

Exempt employees are not eligible for compensation under the provisions of this policy. As a general rule, call-back response times should not exceed 30 minutes.

Departmental Policies. Each department has its own internal procedures for handling on-call services. Departments may establish guidelines for varying levels of response to call-back situations depending upon the nature and importance of the services to be completed.

POLICY NO. 5.05: TEMPORARY PROMOTION PAY

Eligibility of temporary promotion pay increases requires that the employee must have worked, or be scheduled to work, a minimum of 30 calendar days in the new position. Pay increases will be effective at the start of the temporary promotion period.

Police and Fire personnel covered by *Texas Local Government Code, § 141.033,* will be paid in

accordance with paragraph (b), to wit; "A *member of the fire or police department who is required to perform the duties of a particular classification is entitled to be paid the salary prescribed for that position during the time the member performs those duties.*" This however requires written confirmation of the higher classification assignment by the Department Head, immediately before or after the employee's shift, and is limited to only those hours wherein the actual duties unique to the higher classification are performed.

POLICY NO. 5.06: PAY AFTER PROMOTION

Employees promoted to a position in a higher pay grade, including temporary promotions, will be placed at a step and that is adequate to compensate for the increased job duties. Employees receiving a promotion shall receive a raise that is a minimum of approximately 5%.

POLICY NO. 5.07: PAY AFTER DEMOTION

Treatment of base pay due to demotions is as follows:

- For reassignment demotions, pay will be reduced a minimum of five percent and new pay must be in the range of the reassigned pay grade;
- Performance-based and voluntary demotions will result in the employee's base pay being reduced and the employee's new salary will be determined by the Town Manager and the Department Head.

POLICY NO. 5.08: TRAVEL TIME

Travel to and from work is generally not compensable, unless specifically approved by the Town Manager. Travel time during regular work hours is compensable for all employees. Travel time which is outside of regular working hours is generally not compensable, unless the employee is on-call or if travel is approved by the Town Manager.

POLICY NO. 5.09: LONGEVITY PAY

All regular Full-Time employees who have completed 12 full calendar months of service by September 30th of each year shall be eligible to receive a check in November of that year for longevity pay in the amount of $60.00 for each year of Full-Time service completed as of September 30th of each year. Formula is based on the employee's Anniversary Date.

POLICY NO. 5.10: RETIREMENT PAY AND BENEFITS

The Town is a member of the Texas Municipal Retirement System (TMRS) and participation in TMRS is mandatory for all Full-Time employees. The Town's contribution is, at the time of the adoption of this policy, set at a 2 to 1 match of the employee's 7% contribution. The Town's match is subject to annual budget appropriation. The plan is administered by the Human Resources Department.

The Town participates in the Federal Social Security and Medicare System. All employees are required to participate. Part-Time I and Part-Time II employees are not eligible for TMRS benefits.

POLICY NO. 5.11: HEALTH BENEFITS

Wellness Program. The Town will maintain a wellness program which will encourage a healthy workplace with regards to mental, physical, and emotional wellbeing. The wellness program will seek to build an encouraging and social environment focused on awareness, nutrition, activity, and prevention among Town of Little Elm employees and their families. It shall be the goal of the wellness program to support wellness in the work place by maintaining a program that meets the needs of the Little Elm organization and promotes a healthy lifestyle. The wellness program is attached as Appendix L.

Medical/Dental/Vision/Life Insurance. All Full-Time employees are eligible to participate in the Town's medical/dental/vision/life insurance plans and are effective the first day of the month after the employee begins work. The cost to provide these benefits to the employee is currently shared by the Town, subject to annual budget considerations. Dependent coverage is available and the Town does share in the dependent coverage cost, subject to annual budget considerations. Benefits under this plan terminate on the last day of the month in which employment with the Town terminates.

Premium Reduction Program. Employees shall be given the opportunity to meet preventative care requirements which will determine the cost of the annual premiums that they pay for in a given plan year through a four tiered plan (Appendix L).

Each participant who completes the preventative care requirements at or before the open enrollment period ends will pay the lowest premiums for the following year. Health plan participants who do not complete the preventative care requirements will pay more. The exact premium amounts will be based on the group plan costs and the Town will pay a varying percentage of employee and dependent coverage based on completion of Preventative Health Care Qualifications.

Employees whose start date is after the open enrollment period ends will be placed in the highest tier of the premium reduction program, but will have certain requirements to complete for the next open enrollment period.

Continuing or Converting Insurance Coverage. COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage, plus a small administration fee.

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for

participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the Town within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the Town's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan in the Human Resources Department.

Continuation of Benefits upon Retirement. Regular Full-Time employees, who are eligible for retirement through TMRS, must actually retire through TMRS at the time of separation from the Town and have at least five years of service with the Town. Upon retirement, a retired employee may elect to continue medical, dental, and/or vision coverage. Retirees may continue in this plan until the first day of the month in which they reach age 65. If the Retiree Notification Form – Group Health Coverage (Appendix O) is not returned within 30 days of the date of the notice of retirement, the offer of retiree coverage will be rescinded. Eligible retirees who decline to enroll in this plan must still fill out this form to decline coverage.

Retired employees may elect to continue to purchase coverage for eligible dependents that were covered under the Town's group health insurance plan at the time the employee retired. If a retired employee elects subsequently to discontinue coverage for a dependent, the dependent is no longer eligible to receive health care benefits under the Town's plan.

A retired employee who is eligible for health care benefits coverage from another employer is not eligible to continue coverage under the Town's health plan.

Regular Full-Time employees that retire under the Town's retirement system are required to pay premiums equal to COBRA rates of the given year in order to maintain coverage.

Retiring employees must provide written notification of retirement at least 45 days prior to the date the employee intends to retire. This additional notice is necessary to enable the Town staff to provide the appropriate retirement plan paperwork and to counsel retiring employees regarding their eligibility for retirement benefits.

POLICY NO. 5.12: WORKERS' COMPENSATION INSURANCE

Workers' Compensation insurance is carried for employees of the Town to provide payment of medical expenses and for partial salary continuation in the event of a work-related accident or illness. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness.

If an employee becomes ill or is injured on the job, the incident must be reported immediately to a supervisor to ensure proper medical treatment is obtained. Failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

The Town reserves the right to require an employee to see a medical professional of the Town's choice at the expense of the Town.

An employee who suffers a work-related injury and is unable to work may be eligible for salary supplementation, in addition to payments received from Workers' Compensation Insurance. The purpose of the salary supplementation is to provide the employee the same salary as if the employee was working full time; but in no event shall exceed ninety (90) calendar days. To be eligible for salary supplementation, the employee must provide the Human Resources Department proof of payments from Workers' Compensation insurance. After ninety (90) days, the employee may use accrued leave, such as sick and vacation leave, to supplement their salary while on leave due to a work-related injury. An employee may also be eligible to draw from the employee sick leave pool after other benefits are exhausted. Payments made by Workers' Compensation insurance will be deducted from the employee's pay during that time as an off set.

Employees who return to work on restricted duty, as authorized by their attending physician, who normally work schedule overtime will be eligible for salary supplementation.

A restricted duty assignment is subject to the same 90 calendar day limitation for salary supplementation. As a general rule, an employee will not be permitted to work in a restricted duty assignment beyond 90 days. This policy will be enforced in accordance with the Town's obligations under the Americans with Disabilities Act.

When an employee returns to full duty, the employee must present a Return to Work certification by the attending physician that clearly indicates the employee is capable of performing all of the essential job functions of the position they hold.

If an employee suffers from a workers' compensation injury, any overtime accrued during the pay period in which the injury occurred will be paid out. If the employee remains under workers' compensation for additional pay periods, overtime cannot be accrued until the employee is cleared by the workers' compensation physician.

POLICY NO. 5.13: TUITION REIMBURSEMENT

The Town offers tuition reimbursement to all regular Full-Time employees who have completed their initial probationary period and who wish to enroll in courses for academic study from an accredited institution such as a college, university, technical or business school (not continuing education).

Tuition reimbursement is offered for both undergraduate and graduate courses that are related to the employee's job or is in preparation for promotion to an applicable position within the Town.

If this is the first time applying, the employee must submit a degree plan along with the Tuition Reimbursement Program Application (Appendix F). Applications will not be accepted unless the employee has submitted an individualized degree plan. All levels of approval must be obtained prior to the first day of class. Within forty-five (45) calendar days of successful completion of the course or courses, the employee must present grade transcripts and paid receipts reflecting

amounts paid. The Town will reimburse up to fifty percent (50%) of tuition and required fees not to exceed that which would be payable at University of North Texas resident tuition. A grade of C or better is required to qualify for reimbursement. Maximum benefit any employee can receive from this program is $3,000 per fiscal year.

If an employee who has received a tuition reimbursement terminates Town employment within 12 months from the date the course work is completed, the amount of tuition reimbursement received shall be repaid in a single payment to the Town which may be withheld from the employee's final paycheck and/or deducted from any leave benefits that would be paid from the employee's final paycheck.

Tuition reimbursement is limited to annual budgetary appropriation. Applications will be accepted on a first- come, first-serve basis and will be granted up until the budgetary appropriation is expended. If there are any additional applications that were not funded due to the appropriation being expended, those employee names will be placed at the top of list to apply for reimbursement for their next classes.

POLICY NO. 5.14: EDUCATION AND CERTIFICATION PAY

General Requirements. The Town may change an employee's pay rate based on the employee receiving a certification (s), and/or academic degree (s), for their position.

It is the policy of the Town to encourage its employees to participate in advanced training. Additional training is important to the employees and is an overall benefit to the operation of the Town. Levels of training and certification for that training should be recognized. It is the intent of this policy to formally establish criteria by which compensation for certificates may be given. Education and certification pay shall be available to Full-Time employees.

Total of all certification(s), academic degree(s), and professional registration shall not exceed $250.00 per month.

For a detailed listing of education pay, see Appendix G.

Certification Pay. In order to receive compensation, a certificate must be received and used in the employee's work responsibilities and must not be a minimum requirement for their position. Should an employee transfer to a department where the training becomes applicable, the employee may then be eligible for certification pay. Certification pay may also be forfeited if a transfer places the employee where the certification is not applicable. For a detailed listing of certification pay, see Appendix G.

Second Language Certification Pay. Employees who receive the Texas Department of Licensing and Regulation's Licensed Court Interpreter certification, which tests both written and oral capability, will receive $100.00 per month if employee is routinely called upon by the Municipal Court for this service. This certification will 'count' toward the maximum allowable dollars per month in the General Requirements paragraph above.

Second Language Incentive Pay. Employees who speak English and, who are able to speak Spanish at an intermediate equivalency level, and, who are available to provide assistance in on-duty situations where a Spanish language barrier arises, will be granted an additional $30.00 per month. The intermediate equivalency level will be determined by a score of 6 or greater on the ALTA Language Services standardized speaking and listening Spanish exam. Employees can receive either this incentive pay, or Second Language Certification Pay, but not both. Employees are required to provide proof of second language proficiency before the Town is obligated to pay incentive pay.

POLICY NO. 5.15: DEFERRED COMPENSATION

The Town offers an optional IRS approved Section 457 deferred compensation plan. Since the IRS strictly regulates an employee's contributions to and withdrawals from a deferred compensation account, the employee's funds are not accessible like a savings account. This program is a tax-sheltered retirement fund. For more information on deferred compensation, contact the Human Resources Department.

POLICY NO. 5.16: WAGE GARNISHMENT

When directed by court order, the Town will garnish an employee's wages with or without employee approval.

POLICY NO. 5.17: SECTION 125 CAFETERIA PLAN

Eligible employees may elect to receive a variety of benefits including accident or health plan reimbursement, medical expense reimbursement, dependent care assistance benefits, group term life insurance, or long term disability premium reimbursement as authorized under the Town's IRS approved Section 125 cafeteria program. Employees electing group health/dental/vision for dependents are automatically enrolled in the Section 125 program regardless of whether or not they are enrolled in a Flexible Spending Account.

POLICY NO. 5.18: PAY DAYS, TERMINATION PAY

Employees are paid every two weeks, generally on Friday, for work ending not more than seven days before that pay day. Each employee's pay check or pay check stub should identify all deductions made by the Town. The Town will deduct from each employee's pay Medicare, federal income taxes, retirement contributions, court ordered child support, and any other deductions required by law. If authorized in writing by the employee, the Town may deduct from an employee's pay medical and life insurance premiums, Section 125 Plan contributions, non-profit contributions, association dues, and other deductions approved by the Town Council. If there is a change in the employee's family status, address, or any other factor affecting their payroll withholding or other benefits, the employee shall notify the Human Resources Department within one week.

The employee's paycheck is payment from the Town to the employee for services the employee

has rendered, less any applicable deductions. If the employee does not report paycheck errors promptly, the Town will treat the employee's silence as proof of the employee's agreement that all calculations are correct. If the employee does not understand how to figure their pay or how to read their check, the employee should seek help from Human Resources so that it can be properly explained to the employee.

POLICY NO. 5.19: VEHICLE ALLOWANCE AND REIMBURSEMENT

An employee may be given a monthly allowance for consistently using such employee's own vehicle for Town business if the use is deemed necessary by the Town Manager and budgeted funds are so designated. Alternatively, an employee who is authorized to use their personal vehicle for Town business is eligible to receive expense reimbursement as outlined under Policy 2.12, Travel Policy.

POLICY NO. 5.20: FLEXIBLE SPENDING ACCOUNTS AND HEALTH SAVINGS ACCOUNTS

Flexible Spending Accounts (FSA) are tax-favored accounts that allow employees on a voluntary basis to set aside money pretax for eligible medical, dental and vision care costs for themselves and their dependents. FSA's can also set aside money pretax for certain eligible dependent care costs. FSA's are a benefit that allows an employee the opportunity to put some of his/her salary aside before taxes to pay for many common out-of-pocket expenses, including co-pay expenses. The result of decreased taxable earnings results in a decreased federal income tax burden.

The Town offers two different flexible spending accounts; one is for qualified medical expenses and the other is for dependent care expenses. Healthcare FSA's help you reduce healthcare costs and make budgeting easier. The other FSA, a Dependent Care FSA, pays for childcare or adult dependent care expenses that are necessary to allow you or your spouse to work. With a Dependent Care FSA, you can only be reimbursed up to the amount currently available in your account.

Health Savings Accounts (HSA) accumulate funds to cover your health care expenses. It comes with a high-deductible health plan that protects you from large health care expenses. The Town will contribute to your Benefit Wallet HSA account $750 annually for Employee Only elections, and $1,500 for Employee + Dependent elections. Employees hired after May 1 will receive a prorated rate of $375 for Employee only and $750 for Employee + Dependents. Employees can contribute additional funds pre-tax up to a combined maximum.

The Town's benefits plan runs from November 1 to October 31 of each year. For information regarding minimum and maximum pay per calendar year, please contact the Human Resources department for the current employee benefits packet.

POLICY NO. 5.21: STATE OF TEXAS DECLARED EMERGENCY

Exempt employees, while assigned or deployed to work as part of a state or federal assistance response (i.e. TIFMAS, EMAC, etc.) will be paid the hourly rate at their current salary and will be eligible to receive overtime pay during deployment.

POLICY NO. 5.22: PAY AND BENEFIT LIMITATIONS

All pay and benefits described within this employee manual are subject to and contingent upon an annual budget appropriation.

POLICY NO. 5.23: TEMPORARY ASSIGNMENT PAY

On occasion, an employee is asked to perform a job duty well beyond the scope of their job description and a job classified at a higher pay grade. With concurrence of the Town Manager in advance, that employee's pay can be increased by their Department Head for the hours of the temporary assignment. That temporary pay cannot exceed 5% or Step 1 of the higher pay grade, whichever is greater. Generally, this will only apply when an employee is filling in for another employee with a higher pay grade.

POLICY NO. 5.24: EMPLOYEE ASSISTANCE PROGRAM

All employees and their eligible dependents have access to trained counseling and support professionals to identify solutions and resources that help employees live and work well. Information on this benefit is available through the Human Resources Department.

CODE OF CONDUCT

POLICY NO. 6.01: STANDARDS OF CONDUCT

Below are examples of expectations for appropriate work performance and conduct. It is the employee's responsibility to meet all work-related expectations. If an employee does not meet these expectations, disciplinary action may be appropriate.

Some of the specific examples listed below may fit under more than one of the broader categories. This section provides guidelines only and is not intended to be an exhaustive or all-inclusive list:

- Each employee is responsible for performing his/her job in an efficient and safe manner.
- Each employee is responsible for conducting his/her self in a manner that is respectful of others and worthy of respect from their coworkers.
- Each employee is responsible for complying with the laws, regulations, and policies of the United States, State of Texas, the Town, and his/her department.
- Each employee is responsible for utilizing Town time, tools, equipment, and vehicles in accordance with the Town and/or department guidelines.
- An employee may not use his/her official position for personal or financial gain or special privileges, except in the performance of his/her assigned duties.
- Each employee is responsible for complying with the attendance guidelines and work hours of his/her position.
- Each employee is responsible for maintaining acceptable work performance.
- Each employee is responsible for compliance with the policies and procedures set forth in the Employee Manual.
- Each employee is responsible for conducting him or herself, both during work hours and after work hours, in such a way to avoid damaging the Town's reputation or business.
- Each employee is required to give written statements of fact, when requested, regarding any internal investigation.

POLICY NO. 6.02: INAPPROPRIATE CONDUCT, SEXUAL, AND OTHER UNLAWFUL HARASSMENT

All Town employees are entitled to a workplace free of unlawful harassment by management, supervisors, coworkers, citizens, and vendors. This means each employee must be respectful of others and act professionally. Town employees are also prohibited from engaging in inappropriate conduct and harassing coworkers, citizens, vendors, and all other third parties.

This policy also prohibits any form of workplace abuse, including but not limited to, persistent treatment that is humiliating, embarrassing or undignified, or bullying.

Sexual Harassment. One form of unlawful discrimination is sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual

nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Conduct prohibited by this policy includes, but is not limited to sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and explicit images; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

Other Prohibited Harassment. In addition to the Town's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, veteran status, gender, sexual orientation, gender identity, citizenship, or any other characteristic protected by law is also prohibited. Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, email, and/or the Internet. Harassment of any nature will not be tolerated.

This policy applies to Town employees, citizens, vendors, and other visitors to the workplace, and applies to social events, off-duty, retreats and travel situations as well.

Mandatory Reporting. The Town requires that employees report all perceived incidents of conduct which violates this Policy, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace, or who feels that he or she has been subjected to conduct prohibited by this policy, must report it immediately to their Department Head, the Human Resources Department, the Town Manager, or any other Department Head.

Any supervisor, manager, or Department Head who becomes aware of possible conduct prohibited by this policy must immediately advise their Department Head and /or the Human Resources Department. A Complaint Form is available from the Human Resources Department.

Under this policy, an employee may report to and/or contact the Human Resources Department directly, without regard to the employee's normal chain of command. Voice messages or emails may be left at any time with the Human Resources Department or the Town Manager.

The Town encourages employees who believe they are being subjected to conduct prohibited by this policy and who feel comfortable doing so, to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action will resolve the problem.

Investigation. All reports of prohibited conduct will be investigated promptly by management in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation.

Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

Responsive Action. Misconduct involving conduct which violates this policy, including harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal, will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were fabricated or exaggerated, or when employees are untruthful during an investigation.

POLICY NO. 6.03: DRUG AND ALCOHOL USE

It is the desire of the Town to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their job in a satisfactory and safe manner.

Prohibition Against Alcohol and Illegal and Unauthorized Drugs. While on Town premises, while on duty, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable, but which were not legally obtained, drugs that include any amount of THC, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia. This policy also prohibits the use, possession, distribution, and sale of drug-related paraphernalia while on Town premises, while on duty, while conducting Town-related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

Permissive Use of Prescribed and Over-The-Counter Drugs. The legal use of prescribed and over- the-counter drugs is permitted while on Town premises, while on duty, while conducting

Town-related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or to operate a vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

Fire and Police Department Employees. Certain Fire and Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police and Fire Department operating procedures.

Mandatory Disclosure by Employees. Employees taking prescription medication and/or over-the- counter medication must report such use to either their Department Head or to the Human Resources Department if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of their job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

On-Call Employees. Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call and who is called out is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of drugs and/or alcohol, such that reporting to work would result in a violation of this policy, the employee must immediately so advise the appropriate supervisor on duty. The employee will not be required to report to work.

Mandatory Reporting of Convictions. Employees must notify their immediate supervisor and the Human Resources Department, in writing, of any arrests/conviction (including a plea of nolo contendere) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than five calendar days after the arrest and/or conviction.

Off-Duty Conduct. The Town may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the Town's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

Rehabilitation/Treatment. It is the desire of the Town to extend a program of amnesty to those employees who voluntarily seek assistance for substance abuse problems. Prior to a suspected violation of the Drug/Alcohol policy or a request to be tested, any employee may avail himself/herself of the Employee Amnesty Program. In order to do so, the employee must do the following:

- Communicate to their immediate supervisor, their Department Head, or Human Resources that they are, or may be, suffering from drug, illegal inhalant, or alcohol abuse or addiction;

- Agree and commit in writing to undergo or participate in a program of counseling, treatment or therapy prescribed or recommended by the Employee Assistance Program (Program);
- Execute a release which will authorize any and all doctors, counselors, therapists or other care providers to provide to Human Resources, upon written request, a statement as to whether the employee is fulfilling all the requirements or obligations of their Program, whether the Program has been successfully completed, and whether the employee is released to continue work with the Town; and
- Agree in writing, upon successful completion of the Program, to submit to random or regularly scheduled drug screening, for a period of six months following completion of the Program. This agreement is a condition of continued employment.

So long as the employee is fulfilling all requirements and obligations of the Program, they will not be subject to discipline for violation of the Drug/Alcohol Policy, unless there is information evidencing subsequent violation of substance abuse policy.

An employee who seeks services by a treatment program other than the Town's Employee Assistance Program is encouraged to check with his or her medical carrier to determine the availability and level of coverage for such services. There are a number of drug-alcohol treatment programs available in the Metroplex, with cost dependent upon both the type and amount of care necessary. An employee who wants to know more about the Employee Assistance Program and its services may contact Human Resources or may call the Employee Assistance Program directly.

Policy Violations. Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police and Fire Departments may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

Drug and Alcohol Testing. The purpose of testing employees and applicants is to reduce substance abuse in the workplace by requiring alcohol and drug testing of safety sensitive employees and those employees holding a Texas Commercial Drivers License (CDL).

Employees classified as being in a "Safety Sensitive" position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry firearms, perform life threatening procedures, work with confidential information or documents pertaining to criminal investigations, or confidential juvenile information, or work with controlled substances; a position in which a drug impairment constitutes an immediate and direct threat to the employee's health or safety; a position in which the employee is responsible for the well-being of another; or a position in which a momentary lapse in attention could result in injury or death to another person.

Types of Tests. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, or other generally-accepted testing procedure. If capable, the Little Elm Police Department may administer certain tests.

Testing of Applicants. Applicants for Public Safety positions or positions that require driving Town-owned vehicles or equipment, to whom a conditional offer of employment has been made, will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment and future employment with the Town.

Testing of Employees. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury requiring medical treatment in the judgment of their Department Head or immediate on duty supervisor if after normal hours, or a vehicle accident as defined by Policy No. 2.10. Employees may also be tested if involved in a non-vehicle accident meeting the same criteria stated above. Employees holding safety-sensitive positions and/or holding a CDL license may also be tested at random for alcohol and/or illegal and unauthorized drugs. Mandatory drug testing will not be required for contact with poisonous substance, blood splatter, insect stings, heat exhaustion, and superficial cuts.

Police and Fire Department employees, as well as any other safety sensitive positions, are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.

For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. "Reasonable Suspicion" may also be created when a supervisor or Human Resources receives a report from a source that is deemed credible that an employee is or has used illegal or unauthorized drugs. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).

Tests will be paid for by the Town. To the extent possible, testing will normally be done during the employee's normal work time.

Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination of employment.

A positive test result is a violation of the Town's Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the Town's Drug and Alcohol Use Policy is ineligible for future employment with the Town.

The Town has additional obligations when testing for controlled substances and alcohol for those

employees regulated by the U.S. Department of Transportation. Please see the Town's Drug and Alcohol Policy for DOT Employees for additional information.

Testing Procedures. All testing must normally be authorized in advance by both the employee's Department Head and the Human Resources Department. If the Department Head is unavailable within a reasonable period of time, the Human Resources Department may, in their sole discretion, authorize the testing of an employee. If the Human Resources Department is unavailable within a reasonable period of time, the Department Head may, in their sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led him or her to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.

If an employee's conduct resulted in a work place accident, injury, or reasonable suspicion exists to believe that the employee has violated the Town's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated Town representative will be required to stay with the employee during the testing process. The Town may, in its discretion, reassign the employee or put him or her on administrative leave until the test results are received.

The Town will make arrangements to have the employee transported home after the testing.

All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the Town. All positive test results will be subject to confirmation testing.

Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Human Resources Department; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the Town.

POLICY NO. 6.04: WEAPONS BAN AND VIOLENCE PREVENTION

The Town strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

Zero Tolerance. Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the Town, whether the conduct occurs on duty or off duty, is prohibited.

Town's Response to Threats or Acts of Violence. The Town will attempt to respond appropriately

to any person who threatens use of force or violence or threatens an unlawful act, exhibits threatening behavior, or engages in violent acts. The Town's response will normally be coordinated by the Human Resources Department, and where applicable, the Town's Police Department or other appropriate law enforcement agency. The Human Resources Department will evaluate the severity of the situation and the need for additional resources (*e.g.*, law enforcement, Emergency Medical Services) to minimize risk and further violence, and will work with the appropriate Department Head(s) in an effort to ensure that appropriate administrative actions are taken. If such conduct occurs on Town property, the offending person will typically be removed from the premises pending the outcome of an investigation. The Town may also suspend and/or terminate the employment relationship, reassign job duties, mandate counseling with a psychologist or other mental health care provider of the Town's choosing, initiate criminal prosecution of the person or persons involved, and/or other actions as determined by the Town to be appropriate under the circumstances.

All Weapons Banned. Unless specifically authorized by the Town Manager, no employee, other than a Town licensed peace officer, shall carry or possess a firearm or other weapon on Town property. The Town prohibits employees from carrying or using any weapons, concealed or otherwise, on Town property, except as specifically authorized by Section 52.061 of the Texas Labor Code. (attached as Appendix H) Employees, other than licensed peace officers, are also prohibited from carrying a weapon while on duty or at any time while engaging in Town-related business. Prohibited weapons include firearms, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a concealed handgun or to openly carry a handgun by the state of Texas. Employees are permitted to transport and store in a safe and discreet manner a legal firearm and ammunition in a personal vehicle while the vehicle is in the employee parking area. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

Mandatory Reporting. Each Town employee must immediately notify their supervisor, Department Head, the Human Resources Department and/or the Police Department of any act of violence or of any threat involving a Town employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each Town employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on Town property, a Town-controlled site or Town job site, or when that behavior is in any manner connected to Town employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify their Department Head and the Human Resources Department.

Protective Orders. Employees who apply for or obtain a protective or restraining order which lists Town locations as being protected areas must immediately provide to the Human Resources Department and the Town's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. Town employees must immediately advise their Department Head and the Human Resources Department of any

protective or restraining order issued against them.

Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the Town will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, Town management, and others on a need-to-know basis and as may otherwise be required by law.

Town Property. For purposes of this policy, Town property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, recreation centers, swimming pools, and parks.

Documentation. When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Human Resources Department and/or the Police Department.

Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment.

POLICY NO. 6.05: TOBACCO POLICY

The use of tobacco products is not permitted in any building or vehicle of the Town. Smoking is permitted outside of buildings in designated areas, but not closer than 30' of any building entrance. No employee shall use tobacco products while making contact with the public. The use of e-cigs shall be restricted to designated smoking areas and shall not be allowed in Town facilities, vehicles, equipment, or other areas where the use of cigarettes and tobacco are prohibited.

POLICY NO. 6.06: POLITICAL ACTIVITY

Town employees will not be appointed or retained on the basis of their political support or activities. Town employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. Town employees may not:

- Publicly endorse or campaign in any manner for any person seeking a Town public office except as provided by Texas Local Government Code, Section 180.001 and attached hereto as Appendix I.
- Must not engage in political activity while in uniform or on active duty, pursuant to the Texas Local Government Code, Sections 150.001-.003.
- Use their position or office to coerce political support from employees or citizens.
- Use their official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- Make, solicit or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the Town Council or take any part in the management, affairs or political campaign of any such candidate except as permitted by law; provided nothing herein shall infringe upon the

constitutional rights of an employee to express their opinions and to cast their vote.

- Use working hours or Town property to be in any way concerned with soliciting or receiving any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- Contribute money, labor, time or other valuable thing to any person for Town election purposes except as permitted by law.
- Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with Town employment. An employee who contemplates seeking public office shall consult with the Human Resources Department prior to the filing of an application for the purposes of determining whether a conflict would exist. If a conflict does exist, upon being elected to such an office, an employee must immediately resign or will be terminated upon failure to do so.
- All employees of the Town shall refrain from using their influence publicly in any way regarding any election where an issue or proposal involves only Town employees.

Fire and Police Department Employees. While in uniform or on active duty, employees in the Town's Fire and Police Departments may not engage in a political activity relating to a campaign for an elective office. For purposes of this policy, an employee engages in political activity if the employee:

- Makes a public political speech supporting or opposing a candidate
- Distributes a card or other political literature relating to the campaign of a candidate
- Wears a campaign button
- Circulates or signs a petition for a candidate
- Solicits votes for a candidate, or
- Solicits campaign contributions for a candidate

While out of uniform and not on active duty, employees in the Town's Fire and Police Departments may engage in a political activity relating to a campaign for an elective office, including the activities listed above, except such employees may not solicit campaign contributions for a candidate other than from members of an employee organization to which that person belongs.

Hatch Act. Employees whose position is funded in whole or in part by a federally funded program must also comply with the applicable provisions of the federal Hatch Act.

POLICY NO. 6.07: CONFLICT OF INTEREST

No employee of the Town may:

- Have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the Town;
- Use Town employment, authority, or influence in any manner for their personal betterment, financial or otherwise;

- Have any financial interest, directly or indirectly, in the sale to the Town of any, materials, supplies or services;
- Have discussions or participate in decisions of any Town agency, board, commission or instrumentality if the employee has any personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision, except as noted below;
- Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a Town employee or that might impair independent judgment in the performance of duties to the Town; or
- Accept monetary payment or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the Town.

The "financial or economic interest" contemplated in this policy requires that the employee receive an actual financial benefit from the transaction with the Town. An "actual financial benefit from the transaction" shall not include:

- An ownership in the entity transacting with the Town where the ownership interest is less than one percent (1%).
- Compensation of the employee, officer, or director of the entity transacting with the Town where such compensation is not affected by the entity's transaction with the Town.
- An investment or ownership in a publicly-held company in an amount less than ten thousand dollars ($10,000)

An employee who has a prohibited financial interest in any matter pending before the Town shall disclose such interest to the Human Resources Department. This section does not prohibit the Town from proceeding with any transaction where a conflict of interest may exist if upon full disclosure the transaction is in the best interest of the Town and approved by the Town Manager and Town Council.

Violations of this policy may result in disciplinary action up to and including termination of employment. Employees should direct questions regarding the prohibitions imposed by this policy to the Human Resources Department, or the Town Manager's office.

POLICY NO. 6.08: BEHAVIORAL STANDARDS

It is important that every employee display behavior that is consistent with the Town's culture of Servant Leadership and Core Values. Servant Leadership is about putting the needs of others before self; it is about serving people. It is about identifying and meeting the needs of customers, enhancing our service to others and contributing to Little Elm being a desirable lakeside destination for all people to live and play while enjoying a safe, vibrant, and welcoming community. To fully live as servant leaders, as individuals and as a Town, we operate under four Core Values that guide our every action and decision. Employees shall be held accountable for displaying behavioral standards consistent with the following values:

Integrity – We are honest, loyal, trustworthy, transparent, fair, and open minded, and have a culture of accountability. We keep our word and admit our mistakes. We stand up for what is right even in the face of a challenge, and do what is right, even if no one notices.

Customer Service – We are respectful, positive, attentive, approachable, responsive, and empathetic. We focus on being able to assist internal and external customers, not simply accommodate them. Whether the answer involves going the extra mile or sometimes even delivering bad news, we are courteous, patient, humble, and professional.

Efficiency – We recognize that we are entrusted with resources ultimately owned by the community, and as stewards of those, are committed to use the minimum resources required to realize the maximum result. We will find the shortest path on a route or in a process, and operate without waste, with proper use of taxpayer dollars, and without compromising quality.

Innovation – We have a willingness to grow, to explore new ideas and to challenge the status quo. We are open to change though we do not seek change unnecessarily. We allow the freedom to try new things, and recognize that through creativity and reasonable risk, we will build a stronger, healthier Town together. We are an organization dedicated to learning and continuous improvement.

POLICY NO. 6.09: RESTRICTIONS ON SOLICITATION, ACCEPTANCE, AND DISTRIBUTION OF CONTRIBUTIONS

The Town recognizes the value of encouraging contributions for the use of Town Departments in order to defer the need to raise taxes and fees to provide necessary municipal services. Private contributions also allow individuals and organizations to take an active role in improving the quality of life and promoting wider enjoyment of community activities and resources. To promote consistent and best practices by all employees and departments, and to ensure compliance with applicable laws and accounting procedures, the following policy and guidelines related to the solicitation, acceptance, and distribution of donated monetary gifts and real or personal property for use by the Town and its Departments:

- Solicitation of voluntary contributions shall not violate the Code of Ethics for employees as stated in Policy No. 1.01 of this Employee Personnel Manual. In addition, no solicitation shall state or imply that a donation will influence or affect how the party is treated by Town officers and employees.
- All fundraising and solicitation efforts shall be consistent with the missions, goals, values and mandates of the Town. Solicitation for business, commercial, or personal reasons by employees not directly related to Town operations is prohibited. All donated funds or property become public property upon acceptance and shall be used or expended for public purposes only.
- All fundraising and solicitation efforts to support Town programs and projects shall be authorized by the Town Manager.
- Following authorization, a department shall obtain written approval of the Chief Financial Officer regarding procedures for the fundraising project. Said approval shall include proper accounting protocols for fundraising revenues and expenditures to be coordinated through the office of the Chief Financial Officer. No department shall be

allowed to maintain a checking or savings account for fundraising activities that is separate from the Town accounting system.

- Employees may solicit donations for qualified nonprofit organizations with written approval from their Department Head or the Town Manager. Said solicitations should not interfere with an employee's job responsibilities.

POLICY NO. 6.10: GIFTS POLICY

The Town strives to treat employees, citizens, and individuals conducting business with the Town in a fair and equitable manner. An employee (and his/her relatives and significant others) may not receive any income or other material gain from anyone outside the Town for services provided by the employee in the performance of his or her job with the Town.

Individual Town employees are prohibited from soliciting, accepting, or agreeing to accept any gift, gratuity, favor, benefit, or anything else of value from any person, organization, or other entity who has done business, is doing business, or seeks to do business, with the Town. However, an employee who accepts the following will not be in violation of this policy:

- An award publicly presented in recognition of public service.
- An occasional meal where public business is accepted.
- Tee-shirts, caps and other similar promotional material.
- Any gift which would have been offered or given to the employee even if the employee were not an employee of the Town.

Routine food coupons, frequent flier awards, discounts, and other promotional items awarded to employees carrying out Town business may be accepted by the employees and will not be considered a violation of this policy due to the administrative difficulty and cost associated with recapturing the discount or award for the Town.

If the item is non-routine, or of a value estimated to be greater than $50, the employee must check with their Department Head to see if the item should be returned, or in the alternative, turned over to the Town.

Employees may not give their supervisor or anyone else in management any gift or other item of more than $50 value. If offered, supervisors may not accept such gifts or other items. Giving and accepting cards, food items, (such as cakes and cookies) or token gifts for birthdays, Bosses Day, holiday celebrations, bereavement, or similar events is not a violation of this policy.

POLICY NO. 6.11: CITIZEN COMPLAINTS

Citizens have the right to file complaints against employees. State statues provide a specific procedure related to police officers and fire fighters for filing this type of complaint. (See Appendix J – Sections 614.021-023 Texas Local Government Code and Policy No. 7.01 Employee Conduct). This policy adopts a similar procedure for citizen complaints concerning any other employee.

Minor complaints will be processed through the affected department and their internal operating policies. In each instance, the complainant will be given the opportunity to receive a response regarding the disposition of their complaint.

Major complaints will be processed through the Town Manager. The citizen making the complaint is or will be requested to place their complaint in writing and delivered to the Town Manager. In such instance, the Town Manager will initiate an independent investigation. Results of the investigation will be given to the Department Head of the employee for further action if necessary. The Town Manager will notify the complainant of the disposition of their complaint.

POLICY NO. 6.12: CITIZEN NOTICE OF CLAIM

Citizens have the right to file claims against the Town for injuries or property damage that they may sustain. Examples would include a child injured at a park, a car hitting a pothole, or a vehicular accident involving an employee. Regardless of the circumstance, any employee who is notified in any manner of a citizen who wants to file a claim against the Town needs to obtain that person's contact information and no later than the next business day forward that information to the Human Resources Department. Employees should in no way express an opinion regarding the validity of the claim or who may be at fault.

POLICY NO. 6.13: EMPLOYEE SAFETY DEALING WITH THE PUBLIC

Employees can find themselves in confrontational settings when dealing with citizens which can result in citizen allegations of employee misconduct. As such, all employees should protect themselves whenever possible by either being accompanied by another employee, or documenting the interaction. This would not apply to fire and EMS personnel responding to an emergency call.

POLICY NO. 6.14: SOCIAL MEDIA

Town Administered Social Media. The Town of Little Elm's presence on social media platforms will be administered by the Marketing & Communications department and appointed key communicators identified in the Town's Marketing & Communication Plan.

Under certain circumstances, a Town Department or Division might want to create and maintain a presence on a social media platform. Such a request must come through the Department Head and to the Marketing & Communications Department and then approved by the Town Manager prior to implementation. Sites that violate this policy may be removed at any time.

All social media platform credentials (link, login, and password) will be kept by the Marketing & Communications Department.

Information posted by staff on official Town pages must be factual and cannot impair the public's confidence in the operation of Town government or the performance of the individual employee.

Employees may be given administrative access to Town-administered social media sites only with approval by the Marketing & Communications Department. If an employee with access to any of

the Town-administered sites leaves the organization for any reason, their access to social media platforms will be revoked on the day of separation or upon notification of separation.

Only the Marketing & Communications Department and appointed key communicators are authorized to respond to information about the Town that is posted to sites not maintained by the Town.

Employees who become aware of incorrect, inflammatory, or potentially damaging information about the Town that is posted to a publicly accessible site are encouraged to notify the Marketing & Communications Department.

When responding to material posted on a publicly accessible site, responses cannot impair the public's confidence in the operation of Town government or the performance of the individual employee.

Employee Sites. The Town recognizes that many individual employees use social media sites for their own purposes. Employees may be subject to disciplinary action for internet postings that could impair the public's confidence in the operation of Town government or the performance of the individual employee.

Personal sites may not be designed in such a way as to cause users to believe the site is Town-administered or endorsed by the Town, including unauthorized use of Town logos and trademarks. Connections with Town-administered sites are permitted.

Social Media Code of Conduct. Town Employees shall abide by the following rules of conduct at all times:

- Blogging, or posting information on the internet not relevant to Town business, shall be kept to a minimum and shall not interfere with job duties during work hours.
- Employees must never disclose any proprietary or confidential information concerning the Town of Little Elm or an employee of the Town in a blog or other posting to the Internet, regardless if done before, during or after work hours. Posting of proprietary or confidential information may violate state law and subject the user to criminal penalty.
- Employees must abide by all federal and state laws with regard to information sent through the internet.
- Employees must respect coworkers and the Town. Employees must not put anything on a blog or post any information on the internet that will defame, embarrass, insult, demean or damage the reputation of the Town or any of its employees.
- Employees must not post any pornographic pictures or other pictures of any type that could identify the posting individual as an employee of the Town or any particular Town of Little Elm Department.
- The Town prohibits the unauthorized release or disclosure of any employee information through the Internet or through other means that may be considered private and/or confidential by law.
- The Town prohibits the unauthorized posting of information on the internet that could adversely impact the Town and/or an employee of the Town.
- Employees may not post racist or culturally insensitive material.

- Employees may not post any information that may erode the public's confidence in the organization or any of its employees.

DISCIPLINE

POLICY NO. 7.01: EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION

Grounds for Disciplinary Action. The Town of Little Elm is an at-will employer, i.e. all Town employees serve at the pleasure of the Town Manager (except for those charter officers who serve at the pleasure of the Town Council) and the Town may terminate any employee from service with or without cause. Subject only to any applicable state or federal laws, or specific provisions of a written employment contract approved by Town Council, the Town may discharge any employee with or without cause.

The Town may take disciplinary action, including immediate discharge, against an employee for:

- illegal, unethical, abusive, or unsafe acts;
- violation of Town rules, regulations, policies, or procedures;
- insubordination; inefficiency; poor work performance; neglect or abandonment of duties;
- failure to report overtime worked; working overtime not authorized;
- participation in prohibited political activity or solicitation;
- abuse of illness, injury, disability, or other benefits; tardiness or absence without leave;
- falsification of official documents or records;
- using or being under the influence of drugs or intoxicating beverages while on duty;
- improper use of alcohol or drugs, including positive drug or alcohol tests administered under these rules;
- refusal to undergo a properly ordered drug and/or alcohol test; waste, damage/failure to report damage, or unauthorized use of Town property or supplies;
- unauthorized disclosure of official information not otherwise considered public information;
- unauthorized or improper use of official authority;
- violation of the provisions of the Town Charter,(attached as Appendix K);
- discourtesy to the public or to fellow employees;
- refusal or neglect to pay just debts that reflects negatively upon the Town.
- untruthfulness and/or a failure to cooperate with administrative investigations.
- revocation of driver license that is required by the employee's job duties.
- violation of Social Media Code of Conduct.

Types of Disciplinary Action. Formal disciplinary action taken should be consistent with the nature of the deficiency or infraction involved and the record of employee. Formal disciplinary action includes written reprimand, suspension, and reduction in pay, demotion, and dismissal. Any of the foregoing types of formal disciplinary action may be invoked for a particular deficiency or infraction, depending upon the exact circumstances. An employee may be formally warned

anytime that they may be subject to dismissal or otherwise disciplined for further unsatisfactory performance and/or conduct. Although the appropriate disciplinary action shall be administered based on the severity and unique circumstance surrounding each instance, progressive discipline shall be encouraged in order to coach employees and give the appropriate opportunities for improvement before severe disciplinary action shall occur.

Review by the Human Resources Department. Any disciplinary action in excess of an oral warning must be reviewed by the Human Resources Department prior to it being served to the employee. This applies to both probationary and non-probationary employees.

Written Reprimand. An employee may be reprimanded in writing. The written reprimand shall describe the deficiency or infraction involved and shall state the likely consequences for further unsatisfactory performance and/or conduct. The written reprimand shall be noted in the employee's official personnel file. After the expiration of five years, an employee may request that the Town remove documents relating to minor infractions of Town policy; the Town will consider that request in accordance with its obligations under the Records Retention statutes. "Minor infractions" means tardiness, or other similar minor violations. After consideration of all factors, including the severity and frequency, the Department Head can rescind the discipline and request that the Human Resources Department remove those documents from the personnel file.

Suspension. An employee may be suspended by their Department Head without pay for up to 30 calendar days in one (1) calendar year. A written notice of suspension that describes the deficiency or infraction involved and states the likely consequence of further unsatisfactory performance and/or conduct may be given to the employee. The suspension will be permanently noted in the employee's official personnel file.

Demotion. An employee may be demoted by their Department Head. A written notice of demotion should be given to the employee that describes the deficiency or infraction involved and states the likely consequences of further unsatisfactory performance and/or conduct. The demotion will be permanently noted in the employee's official personnel file, but the employee will not be disqualified from consideration for later advancement.

Notice of Investigation to Police Officers and Fire Fighters. Prior to disciplinary action against a law enforcement officer, peace officer, or a fire fighter employed by the Town based upon receipt of an internal or external complaint, the complaint should be reduced to writing, signed, and provided to the employee. The specific procedure for handling of that complaint is detailed within each department's standard operating policy manual. Texas Government Code Sections 614.021-023 specifies certain related procedures as it applies to peace officer and firefighter personnel; see Appendix J, attached hereto.

Felonies and Misdemeanors. Employees must immediately notify their supervisor and/or Department Head if they are arrested, charged, indicted, convicted, receive deferred adjudication or deferred prosecution, or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the Town are not required to report minor traffic violations. In most instances, the Town will conduct its own investigation and take appropriate action. An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by

information of official misconduct or other serious criminal violation may be placed on administrative leave (with or without pay) until the charge, indictment, or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. Such a determination will typically be made by the Department Head and the Human Resources Department. An employee on administrative leave may, in the Town's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

Administrative Leave. During an investigation into alleged offenses or violations of Town policies, the Town may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay, and may be charged to available accrued leave if authorized by the Town Manager.

TERMINATION OF EMPLOYMENT AND REINSTATEMENT

POLICY NO. 8.01: SEPARATION OF EMPLOYMENT

The Town designates all employee separations as one of the following types:

Resignation. An employee who intends to resign is requested to notify their supervisor, Department Head, and the Human Resources Department in writing at least two weeks prior to the last day of work. Employees who fail to give a two-week notice are typically not eligible for rehire. The supervisor is responsible for immediately notifying the Human Resources Department.

Retirement. An employee who intends to retire must notify their Department Head, supervisor, and the Human Resources Department in writing 45 days prior to the date of retirement. This 45-day requirement is necessary to ensure that the required paperwork is timely submitted to Texas Municipal Retirement System (TMRS).

Dismissal/Termination. The Town may terminate an employee's employment as a result of unsatisfactory performance or conduct and/or violation of Town policies or procedures, including a new hire who fails probation. Town employees who are terminated, or who resign in lieu of termination, are not eligible for rehire.

Dismissal may also occur for the following:

- Job Abandonment. If an employee fails to properly notify the Town of their absence from work or if an employee is absent without authorization and/or notification for three or more consecutive days, the Town will normally consider the employee to have abandoned their employment, and they will be terminated.

- Unauthorized Leave. Employees failing to report for duty or failure to remain at work as scheduled without proper notification, authorization, or excuse shall be considered to be on unauthorized leave of absence and shall not be in pay status for the time involved. Unauthorized leave of absence constitutes abandonment of duties which may lead to termination of employment.

- Reductions-in-Force (Layoffs) / Reorganization. An employee may be separated from Town service when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material change in the duties of the organization, or for other reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee. The order of layoff shall be determined by the current operating needs of the Town, with consideration given to both an employee's length of service and past work performance.

- Death. If a Town employee dies, his/her estate will be paid all earned pay and payable benefits.

POLICY NO. 8.02: REINSTATEMENT

Employees, who were laid off, including former temporary employees separated upon completion of duties, may be recalled to work at any time, provided they remain qualified to perform the duties of the position. Reinstated employees are not entitled to any prior seniority or years of service. The Town Manager must approve all reinstated employees before an offer letter is prepared.

Employees who left the Town service in good standing to enter active-duty or for active-duty training with the armed forces of the United States shall be eligible for reinstatement in accordance with applicable state and federal laws.

APPENDIX A

ORDINANCE 1628 ADOPTING EMPLOYEE POLICY MANUAL

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS ADOPTING NEW PERSONNEL POLICIES AND REPEALING ALL PRIOR ORDINANCES, RESOLUTIONS, AND COUNCIL ACTIONS RELATED TO SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Little Elm has previously adopted personnel policies; and,

WHEREAS, said policies were adopted at a time when the Town had fewer employees; and,

WHEREAS, new personnel policies are needed to clearly articulate the standards expected of each employee, identify benefits and minimum work requirements, as well as promote the efficiency and productivity in management of Town employees; and,

WHEREAS, Town staff, with the assistance of legal counsel has drafted a new set of personnel policies to meet those requirements; and,

WHEREAS, these policies set forth expectations, but are in no way intended to, or should be construed as, forming a contract. All employees, other than the Town Manager, are employed at-will; and,

WHEREAS, the Town Council desires to repeal all prior adopted personnel policies and, adopt a new set of personnel policies for the benefit of the Town and its employees.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

Section 1. The matters set forth in the preamble are found to be true.

Section 2. The Town Council hereby repeals all previously adopted personnel policies whether adopted by ordinance, resolution or by Council action; and formally adopts the personnel policies attached hereto

Section 3. Future additions and modifications to the new personnel policies will be made by Town Council, either by resolution or ordinance. Said additions or modifications shall be distributed to all employees at the time of their adoption.

Section 4. Interpretations of these personnel policies are left to the discretion of the Town Manager.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Little Elm, Texas on this 17th day of August, 2021.

APPENDIX B

(Cross-reference Policy No. 1.01)

CODE OF ETHICS

Editor's note—Ord. No. 1236, § 2, adopted Sept. 16, 2014, amended art. VI in its entirety to read as herein set out. Former art. VI, §§ 2-191—2-197, pertained to similar subject matter, and derived from: Ord. No. 1088,
§ 2, adopted Nov. 15, 2011; and Ord. No. 1115, § 2, adopted Oct. 16, 2012.

Sec. 2-191. - Definitions.

For the purposes of this article, the following words and phrases, when used in this article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Compensation. Any economic benefit received in return for services, property

or investment. Discretionary authority. The power to exercise any judgment in

a decision or action.

Economic benefit. Economic benefit refers to any money, real or personal property, purchase, sale, lease, contract, option, credit, loan, discount, service or other tangible or intangible thing of value, whether similar or dissimilar to those enumerated.

Employee. Any person employed by the town, including those individuals employed on a Part-Time or seasonal basis, but such term shall not be extended to apply to any independent contractor.

Entity. A sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.

Gift. Gift means a favor, hospitality or economic benefit, other than compensation.

Non-town board, committee or commission. A board, committee, commission or other governing or advisory body or panel of an organization, business entity or governmental entity that is not a town-appointed board, committee or commission. Examples would include, but not be limited to, serving on the board of directors (or similarly-situated governing or advisory body or panel) of a water district, municipal management district, hospital district, regional council of government organization or appraisal district.

Officer or official. Any member of the town council and any town-appointive member of a board, commission, authority or committee set up by ordinance, Town Charter, state law, or otherwise on a temporary or permanent basis, including all members of a board, commission, authority or committee which functions only in an advisory or study capacity and which has no discretionary, governmental, quasi-judicial or administrative authority.

Relative. A relative means any person related to an officer, official or employee within the first degree by consanguinity or affinity and shall include a spouse, father, mother, son, daughter, brother or sister.

Remote interest. An interest of a person or entity, including an official, who or which would be affected in the same way as the general public. By way of example, the interest of a council member in the property tax rate, general town fees, town utility charges or a comprehensive zoning ordinance or other similar decision is a remote interest to the extent that the council member is affected in common with the general public.

Substantial interest. An interest in another person or an entity if:

(1) The interest is ownership of ten percent or more of the voting stock, shares or equity of the entity of ownership of $5,000.00 or more of the equity or market value of the entity;

(2) Funds received by the person from the other person or entity either during the previous 12 months or the previous calendar year equaled or exceeded $5,000.00 in salary, bonuses, commissions or professional fees or $20,000.00 in payment for goods, products or non-professional services, or ten percent of the person's gross income during that period, whichever is less;

(3) The person serves as a corporate officer or member of the board of directors or other governing board of the for-profit entity, other than a corporate entity owned or created by the town council; or

(4) The person is a creditor, debtor or guarantor of the other person or entity in an amount of $5,000.00 or more.

Substantial interest in partnerships, professional corporations and other entities. If a town officer, official or employee is a member of a partnership or professional corporation, or conducts business through another entity, a substantial interest of the partnership, professional corporation or entity shall be deemed to be a substantial interest of the town officer, official or employee if:

(1) The partnership or professional corporation has fewer than 20 partners or shareholders;

(2) Regardless of the number of partners or shareholders, the officer, official or employee has an equity interest, share of draw equal to or greater than five percent of the capital or revenues of the partnership, professional corporation or other entity; or

(3) With regard to the partnership, professional corporation or other entity's substantial interest in a particular client, the officer, official or employee has personally acted within the preceding 24 months in a professional or fiduciary capacity for that client.

Substantial interest in real property. An interest in real property which is an equitable or legal ownership with a market value of $5,000.00 or more.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-192. - Policy and purpose.

(a) It is hereby declared to be the policy of the town that the proper operation of democratic government requires that:

(1) Town officers, officials and employees, including all members of town-appointed boards, commissions and committees, be independent, impartial and responsible only to the people of the town;

(2) Governmental decisions and policies be made using the proper procedures of the governmental structure;

(3) No Town officer, official or employee, including all members of Town-appointed boards, commissions and committees, have any interest, direct or indirect, nor engage in any business transaction or professional activity nor incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest;

(4) Public office not be used for personal gain; and

(5) Town officers, officials and employees fully comply with any federal and state statutes, laws and regulations, as amended, concerning conflicts of interest.

(b) In furtherance of this policy, the Town Council has hereby determined that it is advisable to enact this code of ethics for all Town officers, officials and employees, whether elected or appointed, advisory or administrative, including all members of Town-appointed boards, commissions and committees, to serve not only as a guide for official conduct of the Town's elected and appointed public servants, but also as a basis for discipline for those who refuse to abide by its terms and provisions.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-193. - Unethical activity.

No officer, official or employee of the Town, including all members of Town-appointed boards, commissions and committees, shall:

(1) Accept any gift or economic benefit of more than $50.00 in value from any person or entity which gift or economic benefit might reasonably tend to influence such officer, official or employee in the discharge of official duties, or grant in the discharge of official duties any improper gift, economic benefit, service or thing of value; however, the provisions of this subsection shall not apply to any political contribution made pursuant to the Texas Election Code;

(2) Use his or her official position to solicit or secure special privileges or exemptions for himself/herself or others;

(3) Directly or indirectly disclose or use any information gained solely by reason of his or her official position for his or her own personal gain or benefit or for the private interest of others;

(4) Transact any business on behalf of the Town in his or her official capacity with any business entity of which he or she is an officer, agent or member or in which he or she owns a substantial interest. If such a circumstance should arise, then in the case of an officer or official, he or she shall make known such interest and abstain from voting on the matter, or in the case of an employee, he or she shall turn the matter over to the employee's supervisor for reassignment, state the reasons for doing so and have nothing further to do with the matter involved;

(5) Engage in any outside activities which will conflict with his or her assigned duties in the Town, or which his or her employment with the town will give him or her an advantage over others engaged in a similar business, vocation or activity;

(6) Engage in outside activities incompatible with the full and proper discharge of his or her duties and responsibilities with the Town, or which might impair his or her independent judgment in the performance of his or her public duties;

(7) Receive any fee or compensation for his or her services as an officer, official or employee of the Town from any source other than the Town, except as may otherwise be provided by law. This shall not prohibit an officer, official or employee from performing the same or other services that he or she performs for the Town for a private organization if there is no conflict with his or her own duties and responsibilities;

(8) Represent, directly or indirectly, or appear on behalf of the private interests of others before any agency, board, commission, authority or committee of the Town, or accept any retainer or compensation that is contingent upon a specific action being taken by the Town or any of its agencies, boards, commissions, authorities or committees, unless such officer, official or employee of the Town has made full disclosure of such representation, retainer or compensation. For purposes of this section, the term "full disclosure" shall mean:

a. The filing of an affidavit with the Town Secretary describing such representation, retainer or compensation;

b. Disclosure, either orally or in writing, to the other members of the Town agency, board, commission, authority or committee;

c. Refraining from any other discussion of the matter with other members of the Town agency, board, commission, authority or committee; and

d. Refraining from voting on or participating in the consideration of such matter by the Town agency, board, commission, authority or committee.

(9) Knowingly perform or refuse to perform any act in order to deliberately hinder the execution and implementation of any Town ordinances, rules or regulations or the achievement of official Town programs;

(10) Have a substantial interest, direct or indirect, in any contract with the Town or a substantial interest, direct or indirect, in the sale of the Town of any land, rights or interest in any land, materials, supplies or service;

(11) Participate in a vote or decision on any matter in which the officer or official has a direct or indirect substantial interest or in which a relative of the officer or official has a direct or indirect substantial interest;

(12) Grant any special consideration, treatment or advantage to any individual, business organization or group beyond that which is normally available to every other individual, business organization or group. This shall not prevent the granting of fringe benefits to Town employees as an element of their employment or as an added incentive to the securing or retention of employees;

(13) Knowingly disclose information deemed confidential by law; or

(14) Participate in any vote or decision relative to any amendment to the Town's comprehensive master plan or any change in the zoning classification of property if the officer, official, employee or a relative of the officer, official or employee has any interest in any property within 200 feet of the property which is the subject of the amendment to the Town's comprehensive master plan or on which the change in zoning classification is proposed. Further, any officer, official or employee who has any such interest in property shall be legally disqualified from participating in any vote or decision relative to the comprehensive master plan amendment or change in zoning classification.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-194. - Disclosure of interest.

Any officer, official or employee of the Town, including all members of Town-appointed boards, commissions and committees, who has a prohibited or substantial interest in any matter pending before the Town shall disclose such interest to other members of the Town Council, committee, commission or board of which he or she is a member, and shall refrain from further discussion of the matter; shall not be physically present when the subject is discussed in open or executive session; and shall not vote on or participate further in any such matter.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-195. - Service on non-Town board, committee or commission expressly allowed with permission.

Any officer, official or employee of the Town, including all members of Town-appointed boards, commissions and committees, may serve on a non-Town board, committee or commission with the express consent of the Town Council and such service shall not be considered prohibited under this code of ethics.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-196. - Penalty.

a. Any Town officer, official or employee, including all members of Town-appointed boards, commissions and committees, knowingly violating any provision of this code of ethics shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in section 1-10 of the Town of Little Elm Code of Ordinances.
b. The penalty prescribed herein shall not limit the power of the town council to discipline its members pursuant to applicable provisions of the Town Charter, this article, state statutes or other laws defining and prohibiting conflicts of interest.
c. The penalty prescribed herein shall not limit the power of the town manager to discipline those employees under the town manager's supervision pursuant to applicable provisions of the Town Charter, this article, the adopted personnel policies of the town, state statutes or other laws defining and prohibiting conflicts of interest.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-197. - Adoption of state statute.

Chapter 171 of the Texas Local Government Code, as amended, being the statute which regulates conflicts of interest of officers of municipalities in the State of Texas, it is hereby adopted and made a part of this code of ethics for all purposes, with the proviso that in case of a conflict between the provisions of this code of ethics and V.T.C.A., Local Government Code ch. 171, the more restrictive provision shall govern.

(Ord. No. 1236, § 2, 9-16-2014)

Sec. 2-198. - Cumulative legal effect.

In its legal effect, this article is cumulative of all provisions of the Town Charter, the Town of Little Elm Code of Ordinances or federal and state statutes, laws or regulations defining and prohibiting conflicts of interest.

(Ord. No. 1236, § 2, 9-16-2014)

Secs. 2-199—2-220. - Reserved.

APPENDIX C

(Cross-reference Policy No. 4.04)

SECTION 142.0013 TEXAS LOCAL GOVERNMENT CODE

Sec. 142.0013. HOURS OF LABOR AND VACATION OF MEMBERS OF FIRE AND POLICE DEPARTMENTS IN CERTAIN MUNICIPALITIES. (a) A member of a fire or police department in a municipality with a population of more than 25,000 may not, except in an emergency, be required to be on duty more than six days in a week.

(b) A member of a fire or police department in a municipality with a population of more than 30,000 is entitled to 15 vacation days each year with pay if the member has been regularly employed in the department or departments for at least one year. The municipal officials supervising the fire and police departments shall designate the days of the week during which a member of a fire department or police department is not required to be on duty and the days during which the member is allowed to be on vacation.

(c) A fire fighter shall be granted the same number of vacation days and holidays, or days in lieu of vacation days or holidays, granted to other municipal employees, at least one of which shall be designated as September 11th.

(d) A police officer shall be granted the same number of vacation days and holidays, or days in lieu of vacation days or holidays, granted to other municipal employees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 24(a), eff. Aug. 28, 1989.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1287 (H.B. 2113), Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1287 (H.B. 2113), Sec. 2, eff. September 1, 2009.

APPENDIX D

(Cross-reference Policy No. 2.01)

SECTION 142.0015 TEXAS LOCAL GOVERNMENT CODE

Sec. 142.0015. HOURS OF LABOR AND VACATION OF MEMBERS OF FIRE AND POLICE DEPARTMENTS IN MUNICIPALITY WITH POPULATION OF MORE THAN 10,000. (a) This section applies only in a municipality with a population of more than 10,000.

(b) A fire fighter or a member of a fire department who provides emergency medical services, other than the fire chief or the assistant chief or an equivalent classification, and who is required or permitted to work more than the number of hours that bears the same ratio to 212 hours as the number of days in the work period bears to 28 days is considered to have worked overtime. The person is entitled to be compensated for the overtime as provided by Subsection (e).

(c) A member of a fire department who does not fight fires or provide emergency medical services, including a mechanic, clerk, investigator, inspector, fire marshal, fire alarm dispatcher, and maintenance worker, other than the fire chief or the assistant chief or an equivalent classification, and who is required or permitted to average more hours in a week than the number of hours in a normal work week of the majority of the employees of the municipality other than fire fighters, emergency medical service personnel, and police officers, is considered to have worked overtime. The person is entitled to be compensated for the overtime as provided by Subsection (e).

(d) In computing the hours worked in a work week or the average number of hours worked in a work week during a work cycle of a fire fighter or other member of a fire department covered by this section, all hours are counted during which the fire fighter or other member of a fire department is required to remain on call on the employer's premises or so close to the employer's premises that the person cannot use those hours effectively for that person's own purposes. Hours in which the fire fighter or other member of a fire department is required only to leave a telephone number at which that person may be reached or to remain accessible by radio or pager are not counted. In computing the hours in a work week or the average number of hours in a work week during a work cycle of a fire fighter or a member of a fire department who provides emergency medical services, vacation, sick time, holidays, time in lieu of holidays, or compensatory time may be excluded as hours worked.

(e) A fire fighter or other member of a fire department may be required or permitted to work overtime. A fire fighter or other member of a fire department, other than the fire chief or the assistant chief or an equivalent classification, who is required or permitted to work overtime as provided by Subsections (b) and (c) is entitled to be paid overtime for the excess hours worked without regard to the number of hours worked in any one week of the work cycle. Overtime hours are paid at a rate equal to 1-1/2 times the compensation paid to the fire fighter or member of the fire department for regular hours.

(e-1) Notwithstanding Subsection (d), in a municipality with a population of one million or more that has not adopted Chapter 143, for purposes of determining hours worked, including determining hours worked for calculation of overtime under Subsection (e), all hours are counted as hours worked during which the fire fighter or member of the fire department:

> (1) is required to remain available for immediate call to duty by continuously remaining in contact with the fire department office by telephone, pager, or radio; or

(2) is taking any authorized leave, including attendance incentive leave, vacation leave, holiday leave, compensatory time off, jury duty, military leave, or leave because of a death in the family.

(f) Except as provided by Subsection (g) or (j), a police officer may not be required to work:

(1) more than 40 hours during a calendar week in a municipality that:

(A) has a population of more than one million;

(B) is not subject to Section 142.0017; and

(C) has not adopted Chapter 174; or

(2) in a municipality not described by Subdivision (1), more hours during a calendar week than the number of hours in the normal work week of the majority of the employees of the municipality other than fire fighters and police officers.

(f-1) In determining whether a police officer is considered to have been required to work overtime for purposes of Subsection (f)(1), all hours are counted during which the police officer:

(1) is required to remain available for immediate call to duty by continuously remaining in contact with a police department office by telephone or by radio;

(2) is taking any authorized leave, including attendance incentive leave, vacation leave, holiday leave, compensatory time off, jury duty, military leave, or leave because of a death in the family; and

(3) is considered to have worked under Subsection (h).

(g) In the event of an emergency, a police officer may be required to work more hours than permitted by Subsection (f). An emergency is an unexpected happening or event or an unforeseen situation or crisis that calls for immediate action and requires the chief or head of the police department to order a police officer to work overtime.

(h) An officer required to work overtime in an emergency is entitled to be compensated for the overtime at a rate equal to 1-1/2 times the compensation paid to the officer for regular hours unless the officer elects, with the approval of the governing body of the municipality, to accept compensatory time equal to 1-1/2 times the number of overtime hours. For purposes of this subsection, compensable hours of work include all hours during which a police officer is:

(1) on duty on the premises of the municipality or at a prescribed workplace or required or permitted to work for the municipality, including preshift and postshift activities that are:

(A) an integral part of the officer's principal activity; or

(B) closely related to the performance of the principal activity; and

(2) away from the premises of the municipality under conditions that are so circumscribed that the officer is restricted from effectively using the time for personal pursuits.

(i) Bona fide meal periods are not counted as hours worked. For a bona fide meal period, which

does not include coffee breaks or time for snacks, a police officer must be completely relieved from duty. Ordinarily, 30 minutes or more is long enough for a bona fide meal period. A period shorter than 30 minutes may be long enough for a bona fide meal period under special conditions. A police officer is not relieved from duty if the officer is required to perform any duties, whether active or inactive, during the meal period.

(j) If a majority of police officers working for a municipality sign a written waiver of the prohibition in Subsection (f), the municipality may adopt a work schedule for police officers requiring a police officer to work more hours than permitted by Subsection (f). The officer is entitled to overtime pay if the officer works more hours during a calendar month than the number of hours in the normal work month of the majority of the employees of the municipality other than fire fighters and police officers.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 24(a), eff. Aug. 28, 1989. Amended by Acts 1993, 73rd Leg., ch. 756, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 80 (H.B. 1562), Sec. 1, eff. May 14, 2007.

Acts 2007, 80th Leg., R.S., Ch. 229 (H.B. 1768), Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1269 (H.B. 1146), Sec. 1, eff. June 19, 2009.

APPENDIX E

(Cross-reference Policy No. 4.09)

FAMILY AND MEDICAL LEAVE ACT

The Town provides leave to eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to 12 weeks of job-protected leave each year for specified family and medical reasons or 26 weeks of leave to care for an injured or ill service member.

1. FMLA Leave Runs Concurrently With Other Types of Leave. FMLA leave is typically unpaid unless the absence also qualifies for paid leave under another Town policy.

1.1 Sick Leave. If an employee has any available accrued sick leave, it must be used concurrently with any available FMLA leave, provided the employee's absence is covered by the Town's sick leave policy and the employee satisfies that policy's procedural requirements.

1.2 Vacation, Comp Time, Personal Leave, Shift Swap & Holiday. If an FMLA-qualifying absence is not covered by the Town's sick leave policy, the following leave time will be applied and will run concurrently with any remaining FMLA leave: accrued vacation, comp time, personal leave, shift swap, and then holiday leave.

1.3 Disability & Workers' Comp Leave. If the employee is approved for workers' comp or short-term or long-term disability, the employee's absence from work is automatically approved for FMLA, provided he/she has met the FMLA's eligibility requirements. This means that workers' comp and short- and long-term disability absences will run concurrently with FMLA leave. Employees being paid either workers' comp salary benefits or short- or long- term disability benefits while on leave are not required to use accrued sick, personal, holiday, comp time or vacation leave while collecting workers' comp or disability benefits.

2. Employee Eligibility. To be eligible for FMLA leave, an employee must:

- Have worked for the Town for at least 12 months (need not necessarily be consecutive 12 months); and
- Have worked for the Town at least 1,250 hours during the 12 months before the start of the leave.

3. Qualifying Reasons for Leave. FMLA leave may only be taken for qualifying events and is limited to the time periods set out below.

3.1 Twelve Weeks of Leave. Eligible employees may take up to 12 weeks of FMLA leave in a single 12-month period (the Town uses a rolling 12-month period measured backward) for one or more of the following reasons:

- When the employee is unable to perform the functions of his/her job because

of his/her own serious health condition;

- For the birth or placement of a child for adoption or foster care. FMLA leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. In addition, if an employee and the employee's spouse are both employed by the Town, both are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, or to care for a parent (but not a parent-in-law) who has a serious health condition;
- To care for a spouse, child, or parent with a serious health condition; or
- A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

3.2 Twenty-Six Weeks of Leave. Eligible employees may take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member (*i.e.*, the employee's spouse, child, parent, or next of kin) with a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces. If an employee and the employee's spouse are both employed by the Town, both are jointly entitled to a combined total of 26 work weeks of leave during a single 12-month period.

3.3 Maximum Amount of Leave. The maximum amount of FMLA leave available is 12 weeks during a 12-month period or 26 weeks in a single 12-month period to care for an injured or ill service member even if there are multiple FMLA qualifying events.

4. Employee's Notification Responsibilities. Employees must give the Town sufficient information so that it can make a determination as to whether the employee's absence is FMLA-qualifying. If an employee fails to explain the reasons, leave may be denied. Employees must also indicate on their time records when an absence or tardy is or may be covered by FMLA. Any absence or illness that results in more than three days' absence must be reported to the FMLA Coordinator in the Town's Human Resources Department.

4.1 At Least 30 Days Notice Required for Foreseeable Leave. Employees must provide their Department Head or the Human Resources Department with at least 30 days' advance notice when the need for FMLA leave is foreseeable.

4.2 Notice as Soon as Practicable for Unforeseeable or Emergency Leave. If the need for FMLA leave is not foreseeable, employees must provide their Department Head or the Human Resources Department with as much advance notice as practicable, in accordance with their Department's normal call-in procedures. The employee must also provide an explanation as to why he/she was unable to provide at least 30 days' advance notice of the need for leave.

4.3 Content of Notice. Employees must provide the Town with at least verbal notice and explain the reasons for the needed leave sufficient to allow the Town to determine if the absence is FMLA-qualifying, and the anticipated timing and duration of the leave, if known. If the employee has previously taken FMLA leave for the same reason, he/she must specifically reference the qualifying reason for leave or the need for FMLA leave. The Town may seek additional information from the employee, and the employee is obligated to respond to the Town's questions so the Town can determine if an absence is potentially FMLA-qualifying. The employee must notify the Town as soon as practicable if the dates of his/her scheduled leave change or are extended, or where initially unknown.

4.4 Compliance With Town's Call-In Procedures. Employees must comply with their Department's normal call-in procedures for reporting absences, tardiness and requesting leave, *e.g.*, contacting a specific supervisor by a certain time. Notice may be given by the employee's spokesperson only if the employee is physically unable to do so personally. Where an employee does not comply with the Town's and Department's normal call-in procedures and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.

4.5 Consequences for Failing to Provide Required Notice. If the employee fails to timely explain the reasons for his/her need for leave, FMLA leave may be denied or delayed for up to 30 days. The employee may also be subject to disciplinary action in accordance with Town policy. Likewise, if an employee fails to respond to the Town's reasonable inquiries regarding a leave request, the employee may not be granted FMLA leave protection.

4.6 Scheduling Planned Medical Treatment. When an employee intends to take leave for planned medical treatment for him/herself or for his/her spouse, child or parent, the employee is ordinarily expected to consult with his/her supervisor and try to schedule the treatment so as not to disrupt unduly the Town's operations, subject to the approval of the treating health care provider. This should be done prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the employee and the Town.

4.7 Periodic Check-In While on FMLA. Employees must check in periodicallywith their supervisor and with the Human Resources Department regarding their status and intent to return to work. If the employee discovers that the amount of leave originally anticipated is no longer necessary, the employee must provide the Town with reasonable notice (*i.e.*, within two business days) of the changed circumstances if foreseeable.

5. Town's Responsibilities.

5.1 Human Resources Department. The Human Resources Department is responsible for the verification, approval and notification of FMLA leave. The Human Resources Department may place an employee on FMLA leave if it determines that a

qualifying event has occurred.

a. Eligibility Notice. The Human Resources Department will notify an employee of his/her eligibility to take FMLA within five business days (absent extenuating circumstances) of its receipt of the employee's request for FMLA leave (or from when the Town otherwise determines that an employee's absence may be FMLA-qualifying). Employee eligibility is determined (and notice will be provided) at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12- month period. Notification may be oral or in writing, but the Town will normally use FMLA Form #1 to provide the employee with Eligibility Notice. If an employee's eligibility status changes, the Human Resources Department will so notify the employee within five business days, absent extenuating circumstances.

b. Rights & Responsibilities Notice. The Human Resources Department will provide employees with a notice (FMLA Form #1) detailing the Town's specific expectations, the employee's obligations, and consequences to the employee of not meeting his/her obligations. The Human Resources Department will provide this notice each time it provides the Eligibility Notice described above. The required certification form will accompany this notice. If any of the specific information in the Rights & Responsibilities Notice changes, the Human Resources Department will notify the employee within five business days of its receipt of the employee's first notice of need for leave subsequent to any change.

c. Designation Notice. When the Human Resources Department has enough information to determine if an absence is FMLA-qualifying (*e.g.*, after receiving the employee's fully completed Certification), the Human Resources Department will notify the employee in writing (FMLA Form #2) as to whether the leave will or will not be designated as FMLA. This Designation Notice will be given to the employee within five business days, absent extenuating circumstances. If the information in the Designation Notice changes, the Human Resources Department will notify the employee within five business days of the Town's receipt of the employee's first notice of need for leave subsequent to any change.

d. Certification Forms & Other Required Documentation. The Human Resources Department is responsible for determining the completeness and authenticity of certification forms, fitness-for-duty/return to work certifications, and for review and coordination of all other FMLA documentation required by this policy.

e. If the Town becomes aware that an employee's absence is FMLA-qualifying, it may designate the absence as FMLA-protected, even in the absence of an employee request.

5.2 Supervisors & Department Heads. So that the Human Resources Department can meet the notice deadlines required by the FMLA, supervisors must immediately notify both their Department Head and the Human Resources Department if they have reason to believe an employee's absence is due to an FMLA-covered reason. Supervisors must make this report even if the employee is using paid time off to cover the absence, *e.g.*, sick leave, comp time, vacation, holiday, workers' comp, short- or long-term disability, or a trade with another employee. Supervisors and Department Heads must report to Human Resources any time an employee misses work for more than three days because of his/her own illness or injury or that of a spouse, child or parent. Supervisors, it is important to remember that under the FMLA, an employee requesting paid or unpaid leave for an absence covered by the FMLA is not required to expressly mention FMLA. If the employee states a reason that qualifies for FMLA leave, the employee will likely have met the FMLA's notice requirements. When an employee submits a leave/absence from indicating an FMLA absence, the form must be sent to the Human Resources Department immediately.

6. Medical Certifications and Other Required Documentation. In all instances in which the Town requests a certification from an employee, it is the employee's responsibility to provide the Human Resources Department with a complete and sufficient certification; failure to do so may result in the denial or delay of FMLA leave.

6.1 Certification. An employee must provide the Human Resources Department with a complete and sufficient medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee (FMLA Form #3), his/her spouse, child or parent (FMLA Form #4), or due to the serious injury or illness of a covered service member (FMLA Form #5). The required medical certification forms are available from the Human Resources Department. The certification must set forth the beginning and expected ending dates of the leave. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave. The employee is responsible for any expenses associated with providing the Town with a required certification. The employee must turn in the required certification to the Human Resources Department within 15 days after it is requested, unless not practicable under the circumstances.

6.2 Second & Third Opinions. In some cases, the Town may require a second or third medical opinion (at the Town's expense). The Town will not require second or third opinions in the case of leave to care for a covered service member.

6.3 Recertification. Employees may be asked to periodically recertify the need for FMLA.

The Town will not, however, require second or third opinions in the case of leave to care for a covered service member. The recertification must be provided within 15 days or as soon as practicable under the particular facts and circumstances. The employee is responsible for any expenses associated with providing the Town with any required

recertification.

a. 30-day rule. The Town will request recertification no more than every
30 days and only in connection with an absence by the employee unless paragraphs b or c below applies.

b. More than 30 days. If the certification indicates that the minimum duration of the condition is more than 30 days, the Town will wait until that minimum duration expires before requiring a recertification, unless paragraph c below applies. If the minimum duration of a serious health condition extends beyond six months, the Town may nevertheless request a recertification every six months in connection with an employee's absence.

c. Less than 30 days. The Town may request recertification in less than 30 days if the employee requests an extension of leave, circumstances described by the previous certification have changed significantly (*e.g.*, the duration or frequency of the absence, the nature or severity of the illness, complications, a pattern of unscheduled absences), or the Town receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

d. Annual Medical Certifications. If a serious health condition lasts beyond a single leave year, the Town may require the employee to provide a new medical certification in each subsequent leave year.

6.4 Fitness-for-Duty/Return to Work Certification. Employees must submit a "fitness- for-duty" certification before they can return to work if FMLA leave is a result of the employee's own serious health condition, and it will be stated in the Designation Notice. (The Town may provide an FMLA form for this purpose.) The fitness for duty/return to work certification must specifically address the employee's ability to perform his/her essential job functions set out in the Town's Designation Notice and attached job description, but is limited to the particular health condition that caused the employee's need for FMLA leave. The employee is responsible for any expenses associated with providing the Town with a required fitness for duty/return to work certification and is not entitled to be paid for the time or travel costs spent in acquiring the certification. The Human Resources Department (or other DOL authorized person) may contact the employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty/return to work certification; the Town will not delay the employee's return to work while such contact with the health care provider is being made. The Town will not require second or third opinions of fitness-for-duty certifications. An employee who fails to timely provide the Town with this certification will not be allowed to return to work; an employee who does not provide the required fitness-for-duty certification or request additional FMLA leave is no longer entitled to reinstatement and may be terminated.

While the Town will not require a fitness-for-duty certification to return to duty for each

absence taken on intermittent or reduced leave schedule, it will require such a certification up to once every 30 days if reasonable safety concerns (*i.e.*, a reasonable belief of significant risk of harm to the employee or others) exist as to the employee's ability to perform his/her duties, based on the serious health condition for which the employee took leave.

6.5 Failure to Provide Certifications & Deficient Certifications. If an employee fails to provide a required certification within 15 days after the Town requests it, the Town may deny leave until the certification is provided. If the employee never produces the certification or recertification, the employee is not eligible for FMLA protections. If the certification is incomplete or insufficient, the Human Resources Department will notify the employee, in writing, and advise the employee what additional information is required. The Town will provide the employee with seven additional days to cure any deficiency. If the deficiencies are not cured with the seven-day deadline, the Town may deny the taking of FMLA leave. The Human Resources Department (or other DOL authorized person) may contact the health care provider for purposes of clarification and authentication after giving the employee the opportunity to cure any deficiencies.

6.6 Documenting Family Relationships. If an employee elects to take FMLA leave in order to care for a qualifying family member or to care for a covered service member, the employee may be required to provide reasonable documentation confirming the family relationship.

7. Certifications for Qualified Exigency Leave.

7.1 Active Duty Orders. The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the active duty service.

7.2 Certification Form. The employee must complete and submit to the Human Resources Department the appropriate certification form (FMLA Form #6) in support of his/her need for leave. This form must usually be turned in within 15 days after the Town requests it.

7.3 Verification. If the qualifying exigency involves meeting with a third party, the Human Resources Department (or other DOL authorized person) may contact the individual or entity with whom the employee is meeting for purposes of verifying a meeting or appointment, and the nature of the meeting. The Town may also contact an appropriate unit of the Department of Defense to request verification of active duty or call to active duty status.

7.4 Denial or Delay of Leave. Exigency leave may be delayed or denied if the employee fails to turn in the required certification within 15 days. If the certification is incomplete or insufficient, the Human Resources Department will notify the employee, in writing, and advise the employee what additional information is required. The Town will provide the employee with seven additional days to cure any deficiency. If deficiencies are not cured with the seven- day deadline, the Town may deny the taking of FMLA leave.

8. Intermittent & Reduced Leave Schedule. An eligible employee may take FMLA leave on an intermittent or reduced schedule basis only if medically necessary, because of a qualifying exigency, for planned medical treatment, or as otherwise approved by the Department Head.

8.1 Notice. The employee must inform the Town of the reasons why the intermittent or reduced leave schedule is medically necessary and of the schedule for treatment if necessary.

8.2 Scheduling Planned Medical Treatment. When an employee intends to take leave for planned medical treatment for him/herself or for his/her spouse, child or parent, the employee is ordinarily expected to consult with his/her supervisor and try to schedule the treatment so as not to disrupt unduly the Town's operations, subject to the approval of the treating health care provider. This should be done prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of the both the employee and the Town.

8.3 Temporary Transfer. The Town may temporarily transfer the employee to an alternative position (with equivalent pay and benefits, but not necessarily equivalent duties) in order to better accommodate an employee's intermittent or reduced leave schedule.

8.4 Minimum Increments. Intermittent leave will be counted in increments no greater than the shortest period of time used by the Town to account for use of other types of leave, up to a maximum increment of one hour.

8.5 Exempt Employees. Exempt employees using unpaid intermittent or reduced schedule FMLA leave may be docked for absences of less than a day without jeopardizing their exempt status under the Fair Labor Standards Act (FLSA). This special exception to the "salary basis" requirement for the FLSA's exemptions extends only to an eligible employee's use of leave required by the FMLA.

9. Benefits During FMLA Leave.

9.1 Group Health Insurance. During any period of FMLA leave, the Town will continue to pay its portion, if any, of any group health insurance coverage for the employee on the same terms as if the employee had continued to work. Where

applicable, the employee must timely pay his or her share of health insurance premiums while on FMLA leave. The Town will advise the employee of the terms and conditions for making such payments. Failure to pay premiums in a timely manner will result in cancellation of group health coverage. The Town may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave, unless the employee is unable to return due to a serious health condition, the serious injury or illness of a covered service member, or another reason beyond the employee's control. Medical certification is required under such circumstances.

9.2 Other Benefits. The employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave, and seniority will not be affected. However, benefit accruals, such as vacation and sick leave, will be suspended during any unpaid leave.

9.3 Holidays. When an employee takes a full work week of FMLA leave and a holiday occurs within the week, the week is counted as a full week of FMLA leave. If, however, an employee uses FMLA in increments of less than a week, the intervening holiday does not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work on the holiday.

9.4 TMRS. Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the Town while an employee is in a leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting the Town's Human Resources Department and completing the necessary paperwork.

10. Job Restoration After FMLA Leave. Upon return from FMLA leave, an employee will normally be restored to his/her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions. An employee, however, has no greater right to reinstatement than if he/she had been continuously employed during the period of FMLA leave. Further, the Town may delay restoration to employees who fail to timely provide a fitness-for-duty certification to return to work.

10.1 Key Employees. Under certain circumstances the Town is not required to reinstate "key" employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Town's operations. A "key" employee is a salaried eligible employee who is among the highest paid 10 percent of employees within 75 miles of the worksite. An employee will be notified of his/her status as a key employee, when applicable, after requesting FMLA leave.

11. Other Employment During FMLA Prohibited. Under no circumstances may an employee on FMLA leave, sick leave, disability leave, or workers' compensation leave engage in outside employment unless expressly authorized in writing in advance by the Department Head and Town Manager.

12. Fraud. An employee who fraudulently obtains FMLA leave is not protected by the FMLA's job restoration or maintenance of health benefits provisions. Further, an employee who commits fraud will likely be terminated from Town employment.

13. FMLA Statute and DOL Regulations. More detailed provisions and definitions of some of the terms used in this policy are set out in the Act and in the DOL's regulations. This policy is intended to explain benefits available to eligible employees under the FMLA. It is not intended to create any rights to leave beyond those created by the FMLA. If additional information is needed on the FMLA, please contact the Human Resources Department. The Town will refer to the Act and the applicable DOL regulations in carrying out this policy, as well as any relevant court interpretations and decisions. This policy does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to his/her rights and responsibilities under the FMLA. In addition, employees may contact the nearest office of the U.S. Department of Labor's Wage & Hour Division or the Department of Labor's website for more information.

14. Mandatory Reporting of Improper Handling of FMLA. Employees must immediately report, in writing, to their Department Head or the Human Resources Department, the following so that the Town can investigate and respond appropriately:

- Any interference with, restraint or denial of the employee's right to take FMLA or any rights protected by the FMLA or this policy.
- Any discrimination or perceived acts of discrimination against the employee for any right protected by the FMLA or this policy.
- Any refusal by a supervisor to authorize FMLA leave, or attempt to discourage an employee from taking FMLA leave.
- Any attempt to avoid the Town's FMLA responsibilities.
- Discrimination or retaliation against an employee for exercising or attempting to exercise FMLA rights.
- Discrimination or retaliation against an employee for opposing or complaining about any unlawful practice under the Act or this policy

15. Definitions. More detailed definitions of some of the terms used in this policy are set out in the Act and in the DOL's regulations.

15.1 12-Month Period for Covered Service Members. The 12-month leave period for calculating leave to care for a covered service member with a serious injury or illness is the 12- month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins. During this 12-month period, the maximum FMLA leave an employee may take – for any qualifying reason – is limited to a combined total of 26 weeks.

15.2 12-Month Period for All Other FMLA Leave. To determine eligibility for all other leave, the Town uses a rolling 12-month period measured backward from the date of any FMLA leave.

15.3 Health Care Provider (HCP). Means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services.

15.4 Next of Kin of a Covered Service Member. Means the nearest blood relative other than the covered service member's spouse, parent, or child in the priority established by the DOL.

15.5 Incapacity. Means the inability to work, attend school, or perform other regular daily activities.

15.6 Serious Health Condition. For purposes of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

15.6.1. Inpatient care. An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

15.6.2. Continuing treatment by a health care provider (HCP). Includes one or more of the following:

a. Incapacity & Treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves treatment: (i) two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist), by a HCP or under direct supervision of, under orders of, or on referral by, a HCP, or (ii) by a HCP on at least one occasion which results in a regimen of continuing treatment under supervision of the HCP. The first (or only) in-person treatment visit must take place within 7 days of the first day of incapacity.

b. Pregnancy & Prenatal care. Any period of incapacity due to pregnancy, or for prenatal care;

c. Chronic Conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition which (i) requires periodic visits (at least twice a year) for treatment by, or under the direct supervision of a HCP, or (ii) continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii)

may cause episodic rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy, etc.);

d. Permanent or Long-Term Conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (*e.g.*, Alzheimer's, a severe stroke, or the terminal stages of a disease);

e. Conditions Requiring Multiple Treatments. Any period of absence to receive multiple treatments (including any period of recovery there from) by, or under the supervision of, under orders of, or on referral by, a HCP either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment (*e.g.*, chemo or radiation for cancer, physical therapy for severe arthritis, or dialysis for kidney disease).

Unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers; headaches (other than migraines), routine dental or orthodontia problems, and periodontal disease are not serious health conditions. In addition, routine physicals, eye examinations, and dental examinations are not considered treatment.

15.7 Qualifying Exigency. This term includes issues arising from short-term deployments of seven or less calendar days prior to the date of the deployment; military events and related activities such as official ceremonies and programs sponsored by the military and to attend family support or assistance programs and informational briefings; childcare and school activities; financial and legal arrangements; counseling; rest and recuperations; post- deployment activities; and additional activities arising out of the covered military member's active duty or call to active duty status if the employee and the Town agree that such leave qualifies as an exigency, and agree to both the timing and duration of the leave.

APPENDIX F

(Cross-reference Policy No. 5.13)

TUITION REIMBURSEMENT PROGRAM

The Town of Little Elm offers an educational assistance program to regular Full-Time employees under Section 127 of the Internal Revenue Code (IRC 127), which covers employer-provided education assistance programs. Under IRC 127 an employer may exclude qualified expenses from an employee's gross income, up to a maximum dollar amount per calendar year. This plan is for exclusive benefit of employees of the Town of Little Elm to provide such employees with educational assistance. The purpose of the educational assistance program is to broaden the knowledge of employees in their fields and/or to provide an avenue for career development. The Human Resources Director will administer the program and review all reimbursement applications. This program is contingent upon annual appropriation of funds and is subject to change at any time.

Tuition reimbursement is limited to annual budgetary appropriation. Applications will be accepted on a first come first serve basis and will be granted up until the budgetary appropriation is expended. If there are any additional applications that were not funded due the appropriation being expended, those employee names will be placed at the top of list to apply for reimbursement for their next classes.

1. Eligibility Requirements

   This program is available to employees who wish to voluntarily pursue educational advancement. It does not cover professional licensing and professional development seminars. Any course, training, licensing or certification that is required by the Town may be covered where budgeted in the department's professional development funds. All regular (completed and signed off probationary period), Full-Time (40 hour per week) employees are eligible for the tuition reimbursement program.

   All courses reimbursed under this program must be taken on the employee's own time. When there is a conflict between classes and the employee's job responsibilities, the job responsibility must come first.

   Employees must attain a course grade equivalent to a "C" or better ("pass" in pass/fail) in each course to be eligible for reimbursement. Reimbursement will not be provided for classes not completed successfully.

2. Reimbursement

   In order to be eligible for reimbursement, the employee must obtain a tuition reimbursement packet from the Human Resources Department. If this is the first time applying, the employee must submit a degree plan along with the Tuition Reimbursement Program Application. Applications will not be accepted unless the employee has submitted an individualized degree plan. All levels of approval must be

obtained prior to the first day of class. Within forty-five (45) calendar days of successful completion of the course or courses, the employee must present grade transcripts and paid receipts reflecting amounts paid. The Town will reimburse up to fifty percent (50%) of tuition and required fees not to exceed that which would be payable at University of North Texas resident tuition. A grade of C or better is required to qualify for reimbursement. Maximum benefit any employee can receive from this program is $3000 per fiscal year.

3. Repayment Obligations

If an employee who has received a tuition reimbursement terminates Town employment within 12 months from the date the course work is completed, the amount of tuition reimbursement received shall be repaid in a single payment to the Town which may be withheld from the employee's final paycheck.

If a separation of service or termination of employment occurs (voluntary or involuntary) and a repayment amount is owed by the employee, and the employee does not otherwise repay the amount, the employee agrees to have the repayment amount deducted from the employee's paychecks that are issued after the termination decision occurs.

4. Application Procedures

1. Obtain a tuition reimbursement packet from the Human Resources Department.

2. Fill out the *Tuition Reimbursement Program Application* form and obtain any required approvals.

3. Attach a school-approved degree plan for degree program reimbursement categories. *If this is the first term in a new degree plan, you must submit the degree plan with your application.* If an individualized plan cannot be submitted, you must submit a recommended plan (i.e., course catalog recommendations) or a letter of approval from the school stating that the courses you have chosen will fulfill requirements under your plan. Applications requesting reimbursement for upper level courses will not be considered unless you have submitted an individualized degree plan.

4. Attach a copy of the tuition receipt, a copy of the school's current tuition schedule, and your current class schedule to the application.

5. You must turn in the completed application form and all required attachments to the Human Resources Department prior to the class start date. Incomplete applications and applications received late will not be approved.

6. The request will be approved or denied by the Human Resource Director. You will receive a memo notifying you of the status of your request within 30 days of receipt of your application.

After Course Completion

7. To be considered for reimbursement, the employee must submit an official grade report within 45 days of the last day of class. Alternate methods of grade verification may be submitted along with the *Grade Verification* form. Confirmation by any acceptable means other than an official grade report will allow the employee to receive a reimbursement funds as soon as possible, however an official grade report must be submitted to Human Resources before subsequent courses will be reimbursed.

8. The *Tuition Reimbursement Service Agreement* form must be signed at or before reimbursement. Requests for reimbursement received more than 45 days after the last day of class, and those without an application on file will not be honored.

It is your responsibility to complete all of the required forms and to provide all information necessary for each application. It is also your responsibility to submit this information in a timely manner to receive consideration, both by the Department Director and the Human Resources Director.

5. Special Considerations

a. The Town will not pay the cost of tuition and mandatory fees which are paid in full or part by other sources, such as scholarships, grants, and veterans' programs, U.S. Military Reserve, Peace Officer and Firefighter exemptions, aid programs or other subsidies.
b. Paying overtime to the employee, or to another employee, in order to accommodate courses is not permitted for the purposes of this program.

Reminder: *It is your responsibility to complete all steps of the process within the specified deadlines. This includes Department Director approval and the time constraints placed on the Initial Application and on the deadline for submission of an official grade report. The Human Resources Department will not be responsible for notifying the employee of deadline dates. Any required documentation or forms not submitted within the stipulated time frame will not be reimbursed.*

Town of Little Elm

Tuition Reimbursement Program Application

Name:_____
Last First Middle

Address:_____
Street City State Zip Phone

Employee Info:_____
Date of Hire Position Title Department

College Tuition -- Degree Program

_____1. Associate Degree
_____2. Bachelor Degree
____ 3. Master Degree
_____4. Doctoral Degree

Do you have a current degree plan on file with the Human Resources Department? Yes_____No_____
Are all courses for which you are requesting reimbursement on your current degree plan? Yes___ No____

*If you are applying under a degree program, **you must have a current degree plan on file**. If your degree plan changes, you must submit a new degree plan. If an individualized plan cannot be submitted, you must submit a recommended plan (i.e., course catalog recommendations) or a letter of approval from the school stating that the courses you have chosen fall under your plan.*

Tuition reimbursement is offered for both undergraduate and graduate courses that are related to the employee's job, or is in preparation for promotion to an applicable position within the Town. Please explain how these courses are applicable:

_____
_____
_____

School and Course Information

School Name:_____
Address:_____
Street City State Zip Phone

Course Info: _____
(attach schedule) Course # Course Name Start Date # Credit Hours

_____
Course # Course Name Start Date # Credit Hours

_____
Course # Course Name Start Date # Credit Hours

Tuition Information:_____
Cost Required Fees Total Cost **(attach receipt)**

Have you attached a copy of your itemized tuition receipt, current tuition schedule, and class schedule? Yes____No ____

Are any of your courses offered **only** during your scheduled work hours? Yes _____ No ____

Will you receive financial assistance for your courses from other sources? Yes _____ No _____ If yes, please specify

the source(s):_____Amount:_____

I hereby certify that the information provided in this application is accurate. I understand that reimbursement is subject to the terms and conditions of the Town of Little Elm Tuition Reimbursement Program.

_____
Applicant Signature Date

	Approved:	Disapproved:	Date:
Department Director:			
Director of Human Resources:			

Town of Little Elm Tuition Reimbursement
Grade Verification*

Name:_____
Last First Middle

Date Course(s) Completed:_____
Date Term/Year

_____Attached is the official grade report

____Attached is alternate documentation to verify grades by means other than an official grade report, or,

____The employee has met with a Human Resources Director to verify grades by means other than an official grade report.

Documentation Source:_____

_____

***Please note:* Confirmation by any acceptable means other than an official grade report will allow the employee to receive a reimbursement check as soon as possible, however an official grade report must be submitted to Human Resources as documentation before a subsequent course will be reimbursed.**

_____
Employee Signature **Print Name** **Date**

Human Resources Verification_____
Signature

APPENDIX G

(Cross-reference Policy No. 5.14)

Education, Certification, and Specialty Pay

It is the policy of the Town to encourage its employees to participate in advanced training. Additional training is important to the employees and is an overall benefit to the operation of the Town. Levels of training and certification for that training should be recognized. It is the intent of this policy to formally establish criteria by which compensation for certificates may be given. Education and certification pay shall be available to Full-Time employees and must not be a minimum requirement for their position, but may be listed as preferred. Employees who are selected to be a member of a specialized unit are eligible for specialty pay.

Total of all certification(s), academic degree(s) and professional registration shall not exceed $250.00 per month.

Education

Associates	$50
Bachelors	$100
Masters	$150

Certification – Fire

Intermediate	$25
Advanced	$50
Master	$75
Pumps/Opt	$25
Fire Officer I	$25
Fire Officer II	$25
Fire Instructor	$25
Investigator	$25
Inspector	$25
EMS Instructor	$25

Certification – Police

Intermediate	$50
Advanced	$100
Master	$150
Bilingual – Written	$100
Bilingual – Spoken	$25
Accident Investigator	$100
Crime Investigator	$100
Detectives – Plain Clothes Clothing Allowance	$50

Specialty

SWAT	$25
Hostage Negotiation	$25
Accident Reconstruction	$25

APPENDIX H

(Cross-reference Policy No. 6.04)

Chapter 52 Sec. 52.061 TEXAS LABOR CODE

SUBCHAPTER G. RESTRICTIONS ON PROHIBITING EMPLOYEE TRANSPORTATION OR STORAGE OF CERTAIN FIREARMS OR AMMUNITION

Sec. 52.061. RESTRICTION ON PROHIBITING EMPLOYEE ACCESS TO OR STORAGE OF FIREARM OR AMMUNITION. A public or private employer may not prohibit an employee who holds a license to carry a handgun under Subchapter H, Chapter 411, Government Code, who otherwise lawfully possesses a firearm, or who lawfully possesses ammunition from transporting or storing a firearm or ammunition the employee is authorized by law to possess in a locked, privately owned motor vehicle in a parking lot, parking garage, or other parking area the employer provides for employees.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1058 (S.B. 321), Sec. 1, eff. September 1, 2011.

Amended by: Acts 2015, 84th Leg., R.S., Ch. 437 (H.B. 910), Sec. 30, eff. January 1, 2016.

Sec. 52.062. EXCEPTIONS. (a) Section 52.061 does not:

(1) Authorize a person who holds a license to carry a handgun under Subchapter H, Chapter 411, Government Code, who otherwise lawfully possesses a firearm, or who lawfully possesses ammunition to possess a firearm or ammunition on any property where the possession of a firearm or ammunition is prohibited by state or federal law; or

(2) Apply to:

(A) A vehicle owned or leased by a public or private employer and used by an employee in the course and scope of the employee's employment, unless the employee is required to transport or store a firearm in the official discharge of the employee's duties;

(B) A school district;

(C) An open-enrollment charter school, as defined by Section 5.001, Education Code;

(D) A private school, as defined by Section 22.081, Education Code;

(E) Property owned or controlled by a person, other than the employer, that is subject to a valid, unexpired oil, gas, or other mineral lease that contains a provision prohibiting the possession of firearms on the property; or

(F) Property owned or leased by a chemical manufacturer or oil and gas refiner with an air authorization under Chapter 382, Health and Safety Code, and on which the primary business conducted is the manufacture, use, storage, or transportation of hazardous, combustible, or explosive materials, except in regard to an employee who holds a license to carry a handgun under Subchapter H, Chapter 411, Government Code, and who stores a firearm or ammunition the employee is authorized by law to possess in a locked, privately owned motor vehicle in a parking lot, parking garage, or other parking area the employer

provides for employees that is outside of a secured and restricted area:

(i) That contains the physical plant;

(ii) That is not open to the public; and

(iii) The ingress into which is constantly monitored by security personnel.

(b) Section 52.061 does not prohibit an employer from prohibiting an employee who holds a license to carry a handgun under Subchapter H, Chapter 411, Government Code, or who otherwise lawfully possesses a firearm, from possessing a firearm the employee is otherwise authorized by law to possess on the premises of the employer's business. In this subsection, "premises" has the meaning assigned by Section 46.035(f)(3), Penal Code.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1058 (S.B. 321), Sec. 1, eff. September 1, 2011.

Amended by: Acts 2015, 84th Leg., R.S., Ch. 437 (H.B. 910), Sec. 30, eff. January 1, 2016.

APPENDIX I

(Cross-reference Policy No. 6.06)

SECTION 180.001 TEXAS LOCAL GOVERNMENT CODE

Section 180.001

(a) An individual commits an offense if the individual coerces a police officer or a fire fighter to participate or to refrain from participating in a political campaign.

(b) An offense under this section is a misdemeanor and is punishable by a fine of not less than $500 or more than $2,000, confinement in the county jail for not more than two years, or both a fine and confinement.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

APPENDIX J

(Cross-reference Policy No. 6.11)

SECTIONS 614.021-023 TEXAS GOVERNMENT CODE

Sec. 614.021. APPLICABILITY OF SUBCHAPTER. (a) Except as provided by Subsection (b), this subchapter applies only to a complaint against:

(1) A law enforcement officer of the State of Texas, including an officer of the Department of Public Safety or of the Texas Alcoholic Beverage Commission;

(2) A fire fighter who is employed by this state or a political subdivision of this state;

(3) A peace officer under Article 2.12, Code of Criminal Procedure, or other law who is appointed or employed by a political subdivision of this state; or

(4) A detention officer or county jailer who is appointed or employed by a political subdivision of this state.

(b) This subchapter does not apply to a peace officer or fire fighter appointed or employed by a political subdivision that is covered by a meet and confer or collective bargaining agreement under Chapter 143 or 174, Local Government Code, if that agreement includes provisions relating to the investigation of, and disciplinary action resulting from, a complaint against a peace officer or fire fighter, as applicable.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by: Acts 2005, 79th Leg., Ch. 507 (H.B. 639), Sec. 1, eff. September 1, 2005.

Sec. 614.022. COMPLAINT TO BE IN WRITING AND SIGNED BY COMPLAINANT. To be considered by the head of a state agency or by the head of a fire department or local law enforcement agency, the complaint must be:

(1) In writing; and

(2) Signed by the person making the complaint.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by: Acts 2005, 79th Leg., Ch. 507 (H.B. 639), Sec. 1, eff. September 1, 2005.

Sec. 614.023. COPY OF COMPLAINT TO BE GIVEN TO OFFICER OR EMPLOYEE. (a) A copy of a signed complaint against a law enforcement officer of this state or a fire fighter, detention officer, county jailer, or peace officer appointed or employed by a political subdivision of this state shall be given to the officer or employee within a reasonable time after the complaint is filed.

(b) Disciplinary action may not be taken against the officer or employee unless a copy of the signed complaint is given to the officer or employee.

(c) In addition to the requirement of Subsection (b), the officer or employee may not be indefinitely suspended or terminated from employment based on the subject matter of the complaint unless:

(1) The complaint is investigated; and

(2) There is evidence to prove the allegation of misconduct.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by: Acts 2005, 79th Leg., Ch. 507 (H.B. 639), Sec. 1, eff. September 1, 2005.

APPENDIX K

(Cross-reference Policy No. 7.01)

TOWN CHARTER

CHAPTER ONE
INCORPORATION AND BOUNDARIES

SECTION 1.01 INCORPORATION

All inhabitants of the Town of Little Elm, Denton County, Texas, as the boundaries and limits of said Town have heretofore been established and now exist, or may hereafter be established, shall constitute a municipal body politic incorporated under and known by the name "Town of Little Elm" with such powers, rights, duties, privileges, and immunities as are herein provided.

SECTION 1.02 BOUNDARIES AND LIMITS

The boundaries and limits of the Town of Little Elm shall be those as established and described in ordinances duly passed by the Town Council of the Town of Little Elm in accordance with state law. The Town Secretary shall at all times keep a correct and complete description and official map of the Town's boundaries on file, with recent annexations and disannexations being shown on said map.

SECTION 1.03 ANNEXATIONS AND DISANNEXATIONS

The Town may from time to time alter its boundaries by annexing or disannexing territory in any size or shape desired in any manner provided by state law, with or without consent of the owners of such territory or the inhabitants thereof. Any additional territory annexed to the Town shall be a part of the Town for all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the Town as provided by state law. The inhabitants thereof shall be entitled to all rights and privileges of all citizens and shall be bound by the acts, ordinances, and resolutions of the Town. Whenever, in the opinion of the Town Council, there exists within the corporate limits of the Town any territory, either inhabited or uninhabited, not suitable or necessary for Town purposes, or upon a petition signed by a majority of the qualified voters residing in said inhabited territory, the Council may, upon a public hearing and by ordinance duly passed, discontinue said territory as part of the Town. The Town shall comply with all applicable procedural rules and notice requirements set forth in state law.

CHAPTER TWO
FORM OF GOVERNMENT AND POWERS

SECTION 2.01 FORM OF GOVERNMENT

Municipal government for the Town of Little Elm shall be a "council-manager government." Except as otherwise provided by this Charter and the Constitution and laws of the State of Texas, all powers conferred on the Town shall be exercised by a Town Council to be composed of a Mayor and six (6) Council Members in places 1, 2, 3, 4, 5 and 6 elected by qualified voters for a term of three (3) years, with the exception of Council Members in places 2, 3, 4 and 5, which shall be elected by the qualified voters of each of the respective Council districts as provided for in Chapter 3. The Mayor and Council Members in places 1 and 6 shall be elected by the qualified voters of the Town at-large. Beginning with the election in May, 2020, place 1 shall be for a term of two (2) years until the election in May, 2022, after which time place 1 shall be for a term of three (3) years from that election going forward. Beginning with the election in May, 2021, place 5 shall be for a term of two (2) years until the election in May, 2023, after which time place 5 shall be for a term of three (3) years from that election going forward.

SECTION 2.02 POWERS OF THE TOWN

The Town of Little Elm shall be a Home Rule Town under the Constitution and laws of the State of Texas and shall have all powers, functions, rights, privileges and immunities of every kind and nature granted to a Home Rule Town under Article XI, Section 5, of the Constitution of the State of Texas, known as the Home Rule Amendment, and all other laws passed by the Legislature of the State of Texas relating thereto, or which may hereafter be passed by said Legislature in relation to such matters including, but not limited to, the following powers:

(1) To assess, levy, and collect taxes for general and special purposes on all lawful subjects of taxation.

(2) To fix and regulate the rates of gas, water, electricity, and other utilities, and to regulate and fix the fares, tolls, and charges of local telephones and exchanges, public carriers and motor vehicles where they are transporting passengers, freight or baggage, and generally to fix and regulate the rates, tolls, or charges and the kind of service of all public utilities of every kind, unless otherwise required by state law.

(3) To sue and be sued, to contract and be contracted with, to buy, sell, lease, mortgage, hold, manage, and control such property as its interests require.

(4) To make and enforce all police, health, sanitary and other regulations, and pass such ordinances as may be expedient for maintaining and promoting the peace, good government and welfare of the Town, for the performance of the functions thereof, for the order and security of its inhabitants, and to protect the peace, lives, health, and property of such inhabitants, and to provide suitable penalties for the violation of any ordinance enacted by the Town.

(5) To borrow money on the faith and credit of the Town by the issue or sale of bonds, warrants, certificates of obligation, notes or other securities authorized by the laws of

the State of Texas.

(6) To acquire, by purchase, gift or devise, or by the exercise of the right of condemnation, and own, in fee simple or otherwise, either public or private property located inside or outside of the corporate limits of the Town, for the extension, improvement and enlargement of its waterworks system, including riparian rights, water supply reservoirs, stand pipes, watersheds, dams, the laying, building, maintenance and construction of water mains, rights-of-way in connection therewith, and the laying, erection, establishment or maintenance of any necessary appurtenance or facilities which will furnish to the inhabitants of the Town an abundant supply of wholesome water; for sewerage plants and systems; right-of-way for water and sewer lines; parks, playgrounds, fire stations, police stations, incinerators or other garbage disposal plants; streets, boulevards, and alleys or other public ways; municipal buildings, garages and parking facilities, or any rights-of-way needed in connection with any property used for any purpose hereinabove named; for the straightening or improving of the channel of any stream, branch or drain or for any other municipal purpose.

(7) To institute and prosecute suits without giving security therefore, and appeal from judgments of the courts without giving supersedeas or cost bonds, other bonds or security whatever.

(8) To have the exclusive right to erect, own, maintain and operate a waterworks and sanitary system for the use of said Town and its inhabitants and to regulate the same, including the right to prescribe rates for water and sanitary sewer services, and to make such rules and regulations as the Town Council may deem expedient, including the power to extend water and sanitary sewer lines and assess a portion or all of the cost therefore and affix a lien against the property and the owner thereof, and do anything whatsoever necessary to operate and maintain said waterworks and to compel the owners of all property and the agents of such owners to pay all charges for water and sanitary sewer services furnished.

(9) To acquire property within or without its boundaries or within boundaries of other municipalities for any public purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease or condemnation when necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the Constitution and the laws of the State of Texas.

(10) To lay out, open, close, establish, alter, widen, lower, extend, grade, supervise, maintain, and improve streets, alleys, and parks, and to regulate the use thereof and require removal of all obstructions or encroachments of every nature and character upon said public streets, sidewalks or other public property.

(11) To create offices, determine the method for selection of officers, and prescribe the qualifications, duties, and tenure of office for officers.

(12) To appropriate the money of the Town for all lawful purposes to create, provide for, construct, regulate and maintain public works, public improvements of any nature, economic development and to furnish municipal services as may be provided by resolution or ordinance of the Town Council, or as required by law.

SECTION 2.03 POWERS - GENERAL

The enumeration of particular powers in the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the Town shall have and may exercise all other powers that exist now or may be granted to municipalities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such powers.

CHAPTER THREE
TOWN COUNCIL

SECTION 3.01 MAYOR

The person elected Mayor shall be the presiding officer of all meetings of the Town Council. The Mayor shall be the official head of the Town government and be able to vote on all matters coming before the Council.

SECTION 3.02 QUALIFICATIONS

Each candidate for election to the Town Council or office of Mayor shall be a qualified voter of the Town, shall be not less than twenty-one (21) years of age, shall have resided in the Town not less than twelve (12) months immediately preceding election day, shall meet the requirements of the Texas Election Code, and shall not, after notice of any delinquency, be in arrears in the payment of any taxes or other liabilities due the Town. Each Council Member and the Mayor must continually reside within the Town during such officer's term of office, and any removal of the officer's residence from the Town during his or her term of office shall constitute a vacation of his or her office, and such vacancy shall be filled as provided in Section 3.05.

Candidates for Mayor and Council Members in Place 1 and Place 6 may be residents of any portion of the Town. Council Members for Place 2, 3, 4 and 5 must reside in, and be elected from the district for which the specific place applies. The Town Council, by ordinance, shall establish the district boundaries for Place 2, 3, 4 and 5. The district boundaries shall be equal in population as practical and reviewed and updated by the Town Council every four (4) years.

SECTION 3.03 LIMITATION ON SUCCESSIVE TERMS

No person shall serve as Mayor for more than three (3) successive terms, and no person shall serve as Council Member for more than three (3) successive terms. A term of office shall be for a period of three (2) years or any portion thereof.

SECTION 3.04 COMPENSATION

Members of the Town Council shall be entitled to reimbursement of all necessary and reasonable expenses incurred in the performance of their official Town Council duties as may be authorized by the Town Council. The Mayor and each Council Member shall receive compensation in the amount of $25.00 for each regular or special meeting of the Town Council attended.

SECTION 3.05VACANCIES IN THE TOWN COUNCIL; FILLING OF VACANCIES

A. The office of a Council Member or office of the Mayor shall become vacant upon the official's death, resignation, or removal from office in any manner authorized by law, removal of the official's residence from the Town of Little Elm or forfeiture of the official's office.

B. A Council Member or the Mayor shall forfeit his or her office if the official lacks at any time during the official's term of office any qualification for the office prescribed by this Charter or by State law, or if the official violates any express prohibition of this section or any other provision of this Charter, or if the official fails to attend three (3) consecutive regular Town Council meetings without being excused by the Town Council. The Town Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor.

C. If there is a vacancy in the office of Mayor or Council Member, such vacancy shall be filled by special election within one hundred twenty (120) days after such vacancy occurs, in accordance with the Texas Constitution, and the Texas Election Code, as amended.

SECTION 3.06 MEETINGS; QUORUM

Regular meetings of the Town Council shall be held at such times as may be prescribed from time to time by resolution of the Town Council. Special meetings shall be called by the Town Secretary upon the written request of the Mayor, the Town Manager or two (2) Members of the Town Council. Notice of any regular or special meetings of the Town Council shall state the subject to be considered at the meeting. All official meetings of the Council and of all committees thereof shall be open to the public except as provided by state law. Those meetings involving an attorney and client relationship, and other matters that state law has provided may be discussed in closed session, need not be open to the public. Four (4) Members of the Town Council shall constitute a quorum for the purpose of transaction of business. No action of the Town Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of a majority of the Town Council present and qualified to act. The Town Council shall determine its own rules of procedure, may punish its Members for misconduct, and may compel the attendance of absent Members. Should any number of Members of the Town Council be recalled pursuant to Chapter 13 of this Charter, and are no longer qualified to act, a majority of the remaining Members of the Town Council shall constitute a quorum for the purpose of transaction of business.

SECTION 3.07ABSTENTION

Should any person on the Town Council choose to abstain from voting on any question before the Town Council, where no conflict of interest exists, the person's vote shall have the same effect as a negative vote.

SECTION 3.08 MAYOR PRO TEM

The Town Council shall elect one of its Members as Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of the Mayor's office, and who shall, during that time, be vested with all the powers belonging to the Mayor.

CHAPTER FOUR
TOWN MANAGER

SECTION 4.01 TOWN MANAGER – QUALIFICATIONS, APPOINTMENT AND REMOVAL; DUTIES; COMPENSATION

The Town Manager shall be the chief administrative and executive officer of the Town. The Town Manager is appointed by and serves at the will of the Town Council. The Town Manager shall be appointed solely on the basis of the Town Manager's administrative ability, experience, and training. The Town Manager shall administer the business of the Town, and the Town Council shall ensure that such administration is efficient. The Town Council may by ordinance delegate to the Town Manager any additional powers or duties it considers proper for the efficient administration of Town affairs. The Town Manager shall execute a bond conditioned that the Town Manager will faithfully perform the duties of Town Manager. The amount of such bond shall be as prescribed by ordinance adopted by the Town Council. The Town Council shall be authorized to enter into a Contract of Employment with the Town Manager and to prescribe such compensation therein as it may fix. The action of the Town Council in suspending or removing the Town Manager shall be final, it being the intention of this Charter to vest all authority and responsibility for such suspension or removal in the Town Council.

SECTION 4.02 TOWN MANAGER – DIRECTION AND SUPERVISION OF EMPLOYEES, NONINTERFERENCE BY COUNCIL; APPOINTMENTS AND REMOVALS OF DEPARTMENT HEADS

Except for the purpose of inquiries and investigations as provided by this Charter or otherwise by law, the Town Council or its Members shall deal with Town officers and employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager, and no Member of the Town Council shall give orders to any subordinate of the Town Manager, either publicly or privately. Neither the Town Council nor any of its Members shall direct or request the appointment of any person to, or his or her removal from, office by the Town Manager or by any of the Town Manager's subordinates. Except as otherwise provided for in this Charter, the Town Manager shall be responsible for, and have the power to appoint, suspend, and/or remove all or any one of the directors of the departments of the Town with the concurrence of the Town Council.

SECTION 4.03 TOWN MANAGER – SPECIFIC POWERS AND DUTIES

The Town Manager shall be responsible to the Town Council for the proper administration of the affairs of the Town and shall have the power and duty to:

1) Exercise control over all departments and subdivisions thereof created by this Charter or by ordinance.

2) Prepare and recommend items for inclusion in the official agenda of all Town

Council meetings and meetings of the Boards and Commissions as established by this Charter or ordinance.

3) Prepare and submit to the Town Council the annual budget and capital program, and administer the budget as adopted by the Town Council.

4) Be responsible for the proper administration of all Town affairs placed in his or her hands.

5) See that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed.

6) See that all laws and ordinances are enforced.

7) Keep the Town Council at all times fully advised as to the financial condition and needs of the Town, and prepare and submit to the Town Council an annual report on the finances and administrative activities of the Town.

8) Appoint, suspend, and/or remove employees not otherwise provided for in this Charter. Appointments made by the Town Manager shall be on the basis of executive and administrative experience and ability, and of training fitness and efficiency of such appointees in the work which they are to administer.

9) Attend all Town Council meetings and take part in the discussion of any Town business.

10) Recommend to the Town Council for adoption such measures as the Town Manager may deem necessary or expedient; to execute deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the Town when authorized by ordinance or resolution of the Town Council.

11) Perform such other duties as are specified in this Charter, or as may be required by the Town Council by ordinance or resolution, not inconsistent with this Charter.

CHAPTER FIVE
TOWN SECRETARY

SECTION 5.01 APPOINTMENT; REMOVAL; COMPENSATION

The Town Council shall appoint, suspend, and/or remove the Town Secretary. The Town Secretary shall receive such compensation as shall be fixed by the Town Council.

SECTION 5.02 DUTIES OF THE TOWN SECRETARY

The Town Secretary shall:

1) Attend all meetings of the Town Council and keep accurate records of all actions taken by the Council;

2) Maintain the official records and files of the Town;

3) Administer oaths as required by law;

4) Attest contracts, assessment certificates, ordinances, resolutions, and other legal instruments when executed by the authorized officers of the Town;

5) Serve as the election official for all Town elections;

6) Hold and maintain the Town Seal and affix it to all appropriate documents as required;

7) Perform such other duties as may be required by the Town Council, this Charter, or the laws of the State of Texas.

CHAPTER SIX
MUNICIPAL COURT

SECTION 6.01 CREATION

The Town Council shall, by ordinance, create and provide for a Municipal Court to be known as the Municipal Court of the Town of Little Elm, Texas, and may appoint one or more Municipal Judges to serve in such Court. The Court shall have all the powers and duties as are now or as may hereafter be prescribed by the laws of the State of Texas in connection with the trial of misdemeanor offenses within its jurisdiction.

SECTION 6.02 MUNICIPAL COURT JUDGE

The Judge of the Municipal Court, and all alternates, shall be competent, duly qualified, and licensed attorneys in the State of Texas. The Judge of the Municipal Court shall be appointed to a term of two years and may be appointed to additional and consecutive terms at the will and pleasure of the Town Council. The Judge shall receive such compensation as may be determined by the Town Council. This compensation shall be fixed, and be commensurate with the duties

performed by the Judge.

SECTION 6.03 CLERK OF THE COURT

There shall be a Clerk of the Municipal Court appointed by the Town Manager. The Clerk of the Court and any Deputies appointed by the Town Manager shall have the power to administer oaths and affidavits, make certificates, affix the seal of said Court as necessary and as required by law, and in general, do and perform any and all acts usual and necessary to be performed by clerks and deputy clerks of municipal courts of the State of Texas.

SECTION 6.04 JURISDICTION, POWER, AND FINES

The Municipal Court shall have jurisdiction:

1) Over the forfeiture and collection of bonds given in proceedings therein, and to order the forfeiture of cash acceptance bonds upon the failure of the defendant to appear, and to accept the same in lieu of a fine;

2) Concurrent with the appropriate state Court on all criminal cases arising under the criminal laws of the state where the offense is committed within the Town limits and the penalty does not exceed that which is established for Municipal Courts by state law;

3) Over all criminal cases arising under the ordinances of the Town within the Town limits and outside the Town limits to the extent authorized by state law;

4) Punish for contempt, admit to bail, and forfeit bonds under such circumstances and as provided by law;

5) Enforce all process of the Courts in accordance with state law and Town ordinances, punish witnesses for failing to obey subpoenas, and compel their attendance by process of attachment.

SECTION 6.05 COST, FINES, AND PENALTIES

All cost, fines, and penalties imposed by the Municipal Court shall be paid into the Town Treasury for the use and benefit of the Town, as may be consistent with present and future state laws.

CHAPTER SEVEN
TOWN ATTORNEY

SECTION 7.01 APPOINTMENT

The Town Council shall appoint a competent licensed attorney, practicing law in the State of Texas, of recognized ability who shall be known as the Town Attorney. The Town Attorney serves at the pleasure of the Town Council and may be removed, without cause, by an affirmative vote of a majority of the full membership of the Town Council.

SECTION 7.02 COMPENSATION

The Town Attorney shall receive for his or her services such compensation as may be fixed by the Town Council at the time of the Town Attorney's appointment, and from time to time by appropriate resolution.

SECTION 7.03 DUTIES OF TOWN ATTORNEY

The Town Attorney shall be the legal adviser of, and attorney for, all of the offices and departments of the Town, and shall represent the Town in all litigation and legal proceedings, provided however, that the Town Council may retain special counsel at any time it deems appropriate and necessary. The Town Attorney shall perform other duties prescribed by the Charter, by ordinance or resolution of the Town Council.

CHAPTER EIGHT
TOWN DEPARTMENTS AND FISCAL MATTERS

SECTION 8.01 ADMINISTRATIVE DEPARTMENTS

There shall be such administrative departments as are established by this Charter and as may be established by ordinance and, except as otherwise provided in this Charter, such administrative departments shall be under the direction and supervision of the Town Manager. The Town Council may discontinue, re-designate, or combine any of the department and/or administrative offices of the Town. The head of each department shall be a director who shall be appointed by the Town Manager with the concurrence of the Council, and such director shall have supervision and control over that director's department. The same individual may head two (2) or more departments, and the Town Manager may head one (1) or more departments.

SECTION 8.02 POLICE AND FIRE DEPARTMENTS

There is hereby created a Police Department of the Town of Little Elm, at the head of which shall be the Chief of Police. There is hereby created a Fire Department of the Town of Little Elm, at the head of which shall be a Fire Chief. The head of each department shall be a director who shall be appointed by the Town Manager with the concurrence of the Council, and such director shall have supervision and control over the director's department. The duties of the Chief of Police and Fire Chief and the other officers and personnel of such departments shall be as provided by ordinance.

SECTION 8.03 TAX ADMINISTRATION

A. There shall be a department of taxation to assess and collect taxes, the director of which shall be the Town Tax Assessor and Collector who shall be appointed by the Town Manager with concurrence of the Town Council. The Tax Assessor and Collector shall provide a bond with such sureties and in such amount as the Council may require, and the premiums on such bond shall be paid by the Town. The Town Council may provide for such services by contract.

B. The Town Council shall have the power, and is hereby authorized to levy, assess, and collect annual taxes not to exceed the maximum limit set by the Constitution

and laws of the State of Texas, as they now exist or as they may be amended, on each one hundred dollars ($100.00) assessed valuation of all property having a location within the corporate limits of the Town and not exempt from taxation by the Constitution and laws of the State of Texas.

C. All taxes due the Town shall be payable at the office of the Town Assessor and Collector and may be paid at any time after the tax rolls for the year have been completed and approved, which completion and approval shall be not later than October 1. Taxes shall be paid before February 1 of each year succeeding the year for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as may be provided by law. Failure to levy and assess taxes through omission in preparation of the approved tax rolls shall not relieve the person, firm or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in questions, unless otherwise provided by law.

D. All property having its location in the Town on the first day of January of each year shall stand charged with a lien in favor of the Town from said date for the taxes due thereon. The lien provided hereby shall be superior to all other liens except other tax liens, regardless of when such other liens were created. All persons purchasing any of said property on or after the first day of January in any year shall take the same subject to the lien herein provided. In addition to the lien herein provided on the first day of January of any year, the owner of property subject to taxation by the Town shall be personally liable for the taxes due thereon for such year. The Town shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In such suit where it appears that the description of any property in the Town assessment rolls is insufficient to identify such property, the Town shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or for personal judgment against the owner for such taxes as such ownership and property appears on the approved tax rolls furnished by the Denton Central Appraisal District.

SECTION 8.04 *FINANCE DEPARTMENT*

There shall be a Department of Finance, the director of which shall be appointed by the Town Manager with concurrence of the Town Council, The head of the Department of Finance shall be known as the Finance Director who shall also be the Town Treasurer. The Finance Director shall provide a bond with such surety and in such amount as the Council may require and the premiums on such bond shall be paid by the Town. The Finance Director shall have knowledge of municipal accounting and taxation and shall have experience in budgeting and financial control. The Finance Director shall have the custody of all public monies, funds, notes, bonds, and other securities belonging to the Town. The Finance Director, under the direction of the Town Manager, shall oversee the financial operations and procedures that are implemented in each of the Town's departments. The Finance Director shall make payments out of Town funds upon order of the Town Council or other authorized Town Officer as provided herein. The Finance Director shall render a full and accurate statement to the Town Manager and the Town Council of his or her receipts and payments at such times as the Town Manager or Town Council may require. The Finance Director shall perform other such acts and duties as the Town Council may

prescribe.

SECTION 8.05 FISCAL YEAR

The fiscal year of the Town shall begin on the first day of October and end on the following September 30th, but the fiscal year may be changed by the Town Council by ordinance.

SECTION 8.06 ANNUAL BUDGET

It shall be the duty of the Town Manager to submit an annual budget not later than thirty (30) days prior to the end of the current fiscal year to the Town Council for its review, consideration and revision. The Town Council shall call a public hearing or hearings on the budget. The Town Council may adopt a budget with or without amendments. The Town Council may increase or decrease amounts or programs and may delete any programs or amounts except expenditures required by law or for a debt service, provided that no amendment shall increase the authorized expenditures to an amount greater than the total of the estimated-income for the current fiscal year plus funds available from prior years. At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations, but appropriations may be made in furtherance of improvements or other objects of work of the Town which will not be completed within the current year.

SECTION 8.07 FAILURE TO ADOPT ANNUAL BUDGET

If the Town Council fails to adopt the budget by the 15th of September, the amounts appropriated for the current fiscal year shall he deemed adopted for the ensuing fiscal year on a month to month basis with all items in it prorated accordingly until such time as the Town Council adopts a budget for the ensuing fiscal year. The property tax levy will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by September 15th of the current fiscal year.

SECTION 8.08 BONDS AND OTHER EVIDENCES OF INDEBTEDNESS

The Town shall have the right and power to borrow money on the credit of the Town for public purposes by whatsoever method it may deem to be in the public interest. The Town shall further have the power to borrow money on the credit of the Town and to issue general obligation bonds and other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the State of Texas and to issue refunding bonds to refund outstanding bonds and other evidences of indebtedness of the Town previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas. The Town shall further have the power to borrow money for the purpose of constructing, acquiring, improving, extending or repairing or public utilities, recreational facilities or any other self-liquidating municipal functions not prohibited by the Constitution and laws of the State of Texas, and to issue revenue bonds to evidence the obligations created thereby. Such bonds shall be a charge upon and payable from the properties, or interest therein pledged, or the income therefrom, or both. The holders of the revenue bonds of the Town shall never have the right to demand payment thereof out of monies raised or to be raised by taxation. All such bonds shall be issued in conformity with the laws of the State of Texas. The Town shall have the power to borrow money for public improvements or any public purpose in any other manner provided by law, including certificates of obligation as authorized by Chapter 271 of the Texas Local Government Code or other applicable laws. All bonds and evidences of indebtedness of the Town having been approved by the Attorney General and registered by the Comptroller of Public Accounts shall

thereafter be incontestable in any court or other forum for any reason, and shall be valid and binding obligations of the Town in accordance with their terms for all purposes.

SECTION 8.09 PURCHASING

A. The Town Council may by ordinance give the Town Manager general authority to contract for expenditures without further approval of the Town Council for all budgeted items not exceeding limits set by the Town Council within the ordinance.

B. All contracts for expenditures or purchases involving more than the limits must be expressly approved in advance by the Town Council. All contracts or purchases involving more than the limits set by the Town Council shall be awarded by the Town Council, in accordance with state law.

C. Emergency contracts as authorized by law and this Charter may be negotiated by the Town Council or Town Manager if given authority by the Town Council, without competitive bidding, and in accordance with state law. Such emergency shall be declared by the Town Manager and approved by the Town Council, or may be declared by the Town Council.

CHAPTER NINE
BOARDS AND COMMISSIONS

SECTION 9.01 PLANNING AND ZONING COMMISSION

The Town Council shall create a Planning and Zoning Commission of the Town of Little Elm and shall appoint seven (7) members and two (2) alternate members, each member of the Planning and Zoning Commission shall be a citizen of Town of Little Elm. Members shall be appointed for three (3) year staggered terms; provided, however, that members of the Planning and Zoning Commission serve at the pleasure of the Town Council and may be removed, without cause, by an affirmative vote of the majority of the full membership of the Town Council. Such appointees shall serve without compensation and may not hold any elective office of the State of Texas or any other political subdivision thereof during their terms. A vacancy in an unexpired term shall be filled by the Town Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made with the affirmative vote of a majority of these members present and voting. The Planning and Zoning Commission shall select from any of its members a Chairman and Vice Chairman.

SECTION 9.02 BOARD OF ADJUSTMENTS

The Town Council shall appoint a Board of Adjustments comprising of five (5) regular members and two (2) alternate members for two (2) year staggered terms, all Members of which shall be citizens of the Town of Little Elm. The Board of Adjustments shall be governed by Chapter 211, Texas Local Government Code, or other applicable laws, and have such additional duties as maybe prescribed by ordinance or applicable state law. A vacancy on the board shall be filled by Town Council for the unexpired term.

SECTION 9.03 OTHER BOARDS AND COMMISSIONS

The Town Council shall have the power and is hereby authorized to create, abolish, establish, and

appoint such other Town and corporate boards, commissions and committees, which shall be composed of the citizens of the Town of Little Elm except as otherwise required by law, as the Town Council deems necessary to carry out the functions of the Town, and to prescribe the purpose, functions, and tenure of each board, commission, or committee.

CHAPTER TEN
ORDINANCES

SECTION 10.01 PROCEDURE FOR PASSING ORDINANCES AND RESOLUTIONS

The Town Council shall evidence its official actions by written ordinances, resolutions, or oral motions. The style of all ordinances shall be: "Be it ordained by the Town Council of The Town of Little Elm, Texas" and the style of all resolutions shall be "Be it resolved by the Town Council of the Town of Little Elm, Texas." Each proposed ordinance shall not be amended or repealed except by adoption of another ordinance. All ordinances and resolutions passed by the Town Council shall become effective immediately from and after passage except where publication of a caption is required or where the ordinance, state law, or other provisions of this Charter provide otherwise, in which case the effective date shall be as prescribed in the ordinances.

SECTION 10.02 PUBLICATION OF ORDINANCES

The descriptive caption or title of each ordinance containing a penalty shall be published at least once in the official newspaper of the Town, unless otherwise provided by state law or this Charter.

SECTION 10.03 CODE OF ORDINANCES

The Town Council shall have the power to cause the ordinances of the Town to be printed, in code form, and shall have the same arranged and digested as often as the Town Council may deem advisable, provided that failure to print the ordinances as herein provided shall not affect the validity of the same.

SECTION 10.04 ORDINANCES AND RESOLUTIONS NOW IN EFFECT

All ordinances, portions thereof, resolutions, contracts, bonds, obligations, rules and regulations now in force under the Town government of the Town of Little Elm, and not in conflict with the provisions of this Charter, shall remain in force under this Charter until altered, amended, or repealed by the Town Council in the manner required by law.

CHAPTER ELEVEN
ELECTIONS

SECTION 11.01 TOWN ELECTIONS

Beginning on the 1st Saturday in May 2002, each qualified voter shall be entitled to vote for the offices of Council Members for Places 1, 2, 4 and 6. The Council Members elected in single

member district places 2 and 4 shall serve for an initial term of two (2) years, or until the regular election in May 2004. The Council Members elected in at-large places 1 and 6 shall serve for a term of three (3) years. The Mayor and Council Members in single member district Places 3 and 5 will be elected in May, 2003, for a term of three (3) years. Thereafter, all Council Members shall be elected for a term of three (3) years. All qualified voters of the state who reside within the Town of Little Elm shall have the right to vote in the Town elections.
Beginning with the election in May, 2020, the Council Member elected in at-large place 1 shall serve for a term of two (2) years until the election in May, 2022, after which time the Council Member elected in at-large place 1 shall serve a term of three (3) years from that election going forward. Beginning with the election in May, 2021, the Council Member elected in single member district place 5 shall serve for a term of two (2) years until the election in May, 2023, after which time the Council Member elected in single member district place 5 shall serve a term of three (3) years from that election going forward.

SECTION 11.02 SPECIAL ELECTIONS

The Town Council, by ordinance or resolution, may call such special elections as are authorized by the state law or this Charter, fix the time and place of holding the same, and provide all means for holding such special elections, provided that every special election shall be called and held as nearly as practicable according to the provisions governing regular elections.

SECTION 11.03 REGULATION OF ELECTIONS

All Town elections shall be governed by the Constitution of the State of Texas, general laws of the state, this Charter, and by ordinance of the Town regulating the holding of municipal elections. The Town Council shall appoint the election judges and other election officials and shall provide for the compensation of all election officials in Town elections and for all other expenses in holding said elections.

SECTION 11.04 CANDIDATES: FILING FOR OFFICE

Any qualified person as prescribed by Section 3.02 may make application to have his/her name placed on the official ballot for the position of Council Member or Mayor. The application shall be made in accordance with all applicable laws and shall state that the candidate agrees to serve if qualified and elected. Each candidate shall execute such oath and other official form of affidavit as may be required by the Town Secretary pursuant to Texas Election Code. The Town Secretary shall review the application and notify the candidate whether or not the application satisfies the requirements of this Charter and the Texas Election Code. If an application is insufficient, the Town Secretary shall return it immediately to the candidate with a statement of such insufficiency. The candidate may file a new application within the regular time for filing applications. The Town Secretary shall keep on file all applications found sufficient at least until the expiration of the term of office for which such candidates filed.

SECTION 11.05 OFFICIAL BALLOT

The order on the ballot of the names of the candidates shall be determined by the Town Secretary in accordance with the procedures set out in the Texas Election Code. The name of each candidate seeking an elective office, except those who have withdrawn, died, or become ineligible prior to the time permitted for withdrawal, shall be printed on the official ballot in the name designated by the candidate in accordance with the Texas Election Code. Provision for early and absentee voting shall be made as provided by the Texas Election Code.

SECTION 11.06 CANVASSING AND ELECTION RESULTS

Returns of every municipal election shall be delivered forthwith by the Election Judges to the Town Secretary, with a copy of the returns being sent to the Mayor. The Town Council shall canvass the returns, investigate the qualifications of the candidates and declare the official results of the election not less than two (2) days nor more than six (6) days after the date of the election, or as may be otherwise provided by the Texas Election Code.

SECTION 11.07 RUNOFF ELECTION

A. The candidates for Mayor and Council Members in Places 1, 2, 3, 4, 5 and 6 receiving a majority of all votes cast for the office of Mayor and Council Members for Places 1, 2, 3, 4, 5 and 6 shall be declared elected.

B. In the event a candidate for the office of Mayor or Council Member in Places 1, 2, 3, 4, 5 or 6 fails to receive a majority of all votes cast for that office, a runoff election for that office shall be conducted. If more than two (2) candidates tie for the highest number of votes for either the office of the Mayor or Council Members, the tied candidates shall draw by lots to determine which two (2) are to be in a run off election. The Town Secretary shall supervise the drawing of lots under this section.

C. Not later than the fifth (5) day after the date of counting of the returns, the Town Council shall order a runoff election to be held consistent with the Texas Election Code.

CHAPTER TWELVE
FRANCHISES

SECTION 12.01 POWER TO GRANT FRANCHISE

The Town Council shall have the power, subject to the provisions hereof, by ordinance to confer upon any person, firm, corporation, or other legal entity the franchise or right to use the public property of the Town for the purpose of furnishing to the public any general public service or benefit, including, but not limited to, heat, light, power, telephone service, transportation, or other telecommunication providers for compensation or hire. No franchise shall be granted by the Town to any person, firm, corporation, or other legal entity to own, control or operate a waterworks therein. The Town shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the Town. No such franchise shall be granted until after a public meeting shall have been called and held and until such ordinance shall have been passed and accepted by the franchisee. No such ordinance shall become effective until thirty (30) days after its passage.

SECTION 12.02 TRANSFER OF FRANCHISE

No public utility or other franchise shall be transferable except with the approval of the Town Council, expressed by ordinance. This restriction shall not be construed to prevent the franchise holder from pledging the franchise as security for a valid debt.

SECTION 12.03 OWNERSHIP, USE AND CONTROL OF STREETS

No franchise or easement involving the right to use the same either along, over, across, under, or upon the streets, alleys, highways, parks, and public ways shall be valid unless granted in compliance with the terms of this chapter. No granting of a franchise by ordinance pursuant to this chapter shall convey any ownership or interest in any property of the Town other than the right to use the public property for purposes of such franchisee's operations as expressed in the ordinance granting such franchise.

SECTION 12.04 RIGHT OF REGULATION

In granting, amending, renewing and extending public service and utility franchises, the Town shall retain the right to:

(1) Repeal such franchise by ordinance for failure to comply with the terms thereof, such power to be exercised only after due notice and hearing;

(2) Require an adequate extension of plant and service as is necessary to provide adequate service to the public, and maintenance of the plant and fixtures at the highest reasonable standard of efficiency;

(3) Establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;

(4) Impose regulations to ensure safe, efficient and continuous service to the public. The franchise holder in opening and refilling all earth openings shall re-lay the pavement and do all other work necessary to complete restoration of streets, sidewalks or grounds to a condition equally as good as or better than when disturbed; and

To regulate, locate, or prohibit the erection of any and all poles, wires, or other utility equipment, conveyance, or structure, on the streets, alleys and public places of said Town, and to cause the same to be changed, removed, altered, increased, diminished, placed underground, or be supported by poles of such material, kind, quality and class as may be determined by the Town Council, whether the same be telegraph, telephone, electric, cable television or otherwise, and to enforce the provisions hereof by appropriate action in any court of competent jurisdiction.

SECTION 12.05 COMPENSATION FOR FRANCHISE

All persons, corporations, or association of persons, to whom a franchise or privilege may hereafter be granted shall pay to the Town for such privilege such compensation as may be fixed by the Town Council in the grant of such franchise or privilege. Such compensation as fixed by contract or provided by any Texas statute or statutes and any amendments thereto shall become due and payable at such time as the Town Council shall fix in the grant of such franchise or privilege. The failure of any franchisee to pay compensation to the Town when due shall result in forfeiture of the franchise or privilege.

SECTION 12.06 COUNCIL TO FIX AND REGULATE CHARGES, FARES, OR RATES

If applicable state law so provides, the Town Council shall determine, fix, and regulate the charges, fares or rates of any person, firm, or corporation enjoying a franchise or privilege granted under the provisions of this chapter, and shall prescribe the kind of service to be furnished to the public by such person, firm or corporation, and the manner in which it shall be rendered and may, from time to time, alter or change such rules, regulations, and compensation after reasonable notice and public hearing, provided that the rates, charges and fares so fixed shall at all times be reasonable and permit a reasonable net return on the actual value of the physical properties and equipment of such utilities. In this connection, the Town Council may require any utility or franchise holder to furnish such financial reports and information as the Town Council may request, including reports of actual operating costs and the financial condition of its operations within the Town, and the Town Council may employ, at the expense of such franchisee, necessary outside experts to examine and audit the accounts and records of the franchisee to determine the reasonableness of such charges, fares, and rates.

CHAPTER THIRTEEN
INITIATIVE, REFERENDUM, AND RECALL

SECTION 13.01 SCOPE OF RECALL

Any elected Town official shall be subject to recall and removal from office by the qualified voters of the Town of Little Elm on grounds of incompetency, misconduct, or malfeasance in office.

SECTION 13.02 PETITIONS FOR RECALL

Before the question of recall of such officer shall be submitted to the qualified voters of the Town of Little Elm, a petition demanding such questions to be submitted shall first be filed with the Town Secretary. If recall is sought for a Council Member in Place 2, 3, 4, or 5, the petition must be signed by qualified voters in the specific district equal to ten (10%) percent of the qualified voters in the specific district, or sixty five (65%) percent of the votes cast at the last general election for the specific place; whichever is greater. If recall is sought for the Mayor or Council Member in Place 1 or 6, the petition must be signed by qualified voters of the Town equal to ten (10%) percent of the qualified voters in the Town, or sixty five (65%) percent of the votes cast at the last general election for such office, whichever is greater.

Each signer of such recall petition shall personally sign his or her name thereto in ink or indelible pencil, and shall write after signer's name his or her place of residence, giving the name of the street and number, or place of residence, and shall also write thereon the day, the month, and the year his or her signature was affixed.

SECTION 13.03 FORM OF RECALL PETITION

The recall petition mentioned above must be addressed to the Council of the Town of Little Elm, must be distinctly and specifically pointed to the grounds upon which such petition for removal is predicated, and, if there is more than one ground, said petition shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with which the officer is charged. The signature shall be verified by oath in the following form:

"State of Texas"
County of _____

I, _____ , being first duly sworn, on oath depose and say that I am one of the signers of the above petition, and that the statements made therein are true, and that each signature appearing thereon was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person it purports to be.

_____

Signature

Sworn and subscribed before me this_____day of_____, 2_____.

Signed _____
Notary Public in and for the State of Texas

SECTION 13.04 VARIOUS PAPERS CONSTITUTING PETITION

The petition may consist of one or more copies, or subscription lists, circulated separately, and the signatures thereto may be upon the paper or papers containing the form of petition, or upon other paper attached thereto. Verifications provided for in the preceding section of this Chapter may be made by one or more petitioners, and the several parts of copies of the petition may be filed separately and by different persons, but no signatures to such petition shall remain effective to be counted which were placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the Town Secretary. All papers comprising a recall petition shall be filed with the Town Secretary who shall immediately notify, in writing, the officer sought to be removed, by mailing such notice to the officer's Little Elm address.

SECTION 13.05 PRESENTATION OF PETITION TO THE COUNCIL

Within seven (7) days after the date of the filing of the papers constituting the recall petition, the Town Secretary shall present such petition to the Council of the Town of Little Elm.

SECTION 13.06 PUBLIC HEARING TO BE HELD

The officer whose removal is sought may, within seven (7) days after such recall petition has been presented to the Council, request that a public hearing be held to permit the officer to present the facts pertinent to the charges specified in the recall petition. In this event, the Town Council shall order such public hearing to be held, not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

SECTION 13.07 CALLING OF RECALL ELECTION

If the officer whose removal is sought does not resign, then the Town Council shall order an election and set the date for holding such a recall election. The date selected for the recall election shall be in accordance with the Texas Election Code. If after the recall election is established, the officer vacates his or her position, the election shall be cancelled. Any election order so issued shall comply fully with the Texas Election Code.

SECTION 13.08 BALLOTS IN RECALL ELECTION

Ballots used at recall elections shall conform to the following requirements:

(A) With respect to each person whose removal is sought, the question shall be submitted: "Shall_____be removed from the office of_____by recall?"

(B) Immediately below each such question there shall be printed the following words, one above the other, in the order indicated:

"Yes"
"No"

SECTION 13.09 RESULT OF RECALL ELECTION

If a majority of the votes cast at a recall election shall be "No," that is against the recall of the person named on the ballot, the officer shall continue in office for the remainder of the officer's unexpired term, subject to recall as before. If a majority of the votes cast at such election be "Yes," that is for the recall of the person named on the ballot, the officer shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy be filled by the Town Council as provided in this Charter.

SECTION 13.10 RECALL, RESTRICTIONS THEREON

No recall petition shall be filed against any officer of the Town of Little Elm within three (3) months after the officer's election, no more than twice within an officer's term, and not within three (3) months after an election for such officer's recall.

SECTION 13.11 FAILURE OF THE COUNCIL TO CALL AN ELECTION- RECALL

If all the requirements of this Charter shall have been met and the Town Council shall fail or refuse to receive the recall petition, or order such recall election, or discharge any other duties imposed on the Town Council by the provisions of this Charter with reference to such recall, then any petitioning citizen may file with the appropriate court for a writ of mandamus to force the Town to call the election.

SECTION 13.12 GENERAL POWER OF INITIATIVE AND REFERENDUM

The qualified voters of the Town of Little Elm, Texas, in addition to the method of legislation herein before provided, shall have the power to direct legislation by the initiative and referendum.

(A) Initiative: Such power shall not extend to the budget or capital program or any ordinance not subject to initiative as provided by state law, relating to appropriation of money, issuing of bonds, levy of taxes or salaries of Town officers or employees.

(B) Referendum: Such power shall not extend to the budget, or capital program, or any emergency ordinance, or ordinance not subject to referendum as provided by state law, relating to appropriation of money, issuing of bonds, levy of taxes, or zoning.

SECTION 13.13 INITIATIVE

Qualified voters of the Town of Little Elm may initiate legislation by submitting a petition addressed to the Town Council which requests the submission of a proposed ordinance to a vote of the qualified voters of the Town. Said petition must be signed by qualified voters of the Town equal to ten (10%) percent of the qualified voters in the Town, or sixty-five (65%) percent of the votes cast at the last municipal general election, whichever is greater and each copy of the petition shall have attached to it a copy of the proposed legislation. The petition shall be signed in the same manner as recall petitions are signed, as provided in this Chapter, and shall be verified by oath in the manner and form provided for recall petitions in this Chapter. The petition may consist of one or more copies as permitted for recall petitions. Such petition shall be filed with the Town Secretary. Within seven (7) days after filing of such petition, the Town Secretary shall present said petition and proposal ordinance to the Council. Upon presentation to it, it shall become the duty of the Council, within ten (10) days after the receipt thereafter, at which the qualified voters of the Town of Little Elm shall vote on the question of adopting or rejecting the proposed legislation. However, if any other municipal election is to be held within sixty (60) days after the filing of the petition, the question may be voted on at such election. Any election order so issued shall comply fully with the Texas Election Code.

SECTION 13.14 REFERENDUM

Qualified voters of the Town of Little Elm may require that any ordinance, with the exception of ordinances appropriating money or levying of taxes, passed by the Town Council be submitted to the voters of the Town for approval or disapproval, by submitting a petition for this purpose within thirty (30) days after final passage of said ordinance or resolution, or within thirty (30) days after its publication. Said petition shall be addressed, signed, and verified as required in Section 13.13 of this Charter and shall be submitted to the Town Secretary. Immediately upon the filing of such petition, the Town Secretary shall present said petition to the Town Council. Thereupon, the Town Council shall immediately reconsider such ordinance and, if the Town Council does not entirely repeal the same, shall submit it to popular vote as provided in Section 13.07 of this Charter. Pending the holding of such election, each ordinance shall be suspended from taking effect and shall not later take effect unless a majority of the qualified voters thereon at such election shall vote in favor thereof.

SECTION 13.15 VOLUNTARY SUBMISSION OF LEGISLATION BY THE COUNCIL

The Council, upon its own motion and by a majority vote of its Members, may submit to popular vote at any election for adoption or rejection any proposed ordinance or resolution or measure, or may submit for repeal any existing ordinance in the same manner and the with same force and effect as provided in this Chapter for submission of petition, and may at its discretion call a special election for this purpose.

SECTION 13.16 FORM OF BALLOTS

The ballots used when voting such referred ordinance shall set forth their nature sufficiently to identify them and shall also set forth upon separate lines the words:

"For the Ordinance" or

"Against the

Ordinance"

SECTION 13.17 PUBLICATION OF PROPOSED ORDINANCES

The Town Secretary of the Town of Little Elm shall publish at least twice in the official newspaper of the Town the proposed or referred ordinance within fifteen (15) days before the date of the election, and shall give other such notices and do other such things relative to said election as required in the general municipal election or by the ordinance or resolution calling said election.

SECTION 13.18 ADOPTION OF ORDINANCES

If a majority of the qualified voters voting on any proposed ordinance shall vote in favor thereof, it shall thereupon or any time fixed therein, become effective as a law or as a mandatory order of the Council.

SECTION 13.19 INCONSISTENT ORDINANCES

If the provisions of two or more proposed ordinances approved at the same election are inconsistent, the ordinance receiving the highest number of votes shall prevail.

SECTION 13.20 ORDINANCES PASSED BY POPULAR VOTE, REPEAL, OR AMENDMENT

No ordinance which may have been passed by the Town Council upon a petition or adopted by popular vote under the provisions of this Chapter shall be repealed or amended except by the Town Council in response to a referendum petition or by submission as provided by Section 13.15 of this Charter.

SECTION 13.21 FURTHER REGULATIONS BY THE COUNCIL

The Town Council may pass ordinances providing further regulations for carrying out the provisions of this Chapter consistent herewith.

SECTION 13.22 FRANCHISE ORDINANCES

Nothing contained in this Chapter shall be construed to be in conflict with any of the provisions of this Charter, pertaining to ordinances granting franchises when valuable rights shall have accrued thereunder.

SECTION 13.23 FAILURE OF THE COUNCIL TO CALL AN ELECTION - INITIATIVE OR REFERENDUM

If all the requirements of this Charter shall have been met and the Town Council shall fail or refuse to receive the initiative or referendum petition, or order such initiative or referendum election, or discharge any other duties imposed on the Town Council by the provisions of this Charter with reference to such initiative or referendum, then any petitioning citizen may file with the appropriate court for a writ of mandamus to force the Town to call the election.

CHAPTER FOURTEEN
GENERAL AND TRANSITIONAL PROVISIONS

SECTION 14.01 EFFECT OF CHARTER ON EXISTING LAW

All ordinances, resolutions, rules and regulations in force in the Town on the effective date of this Charter and not in conflict with this Charter shall remain in full force and effect until altered, amended, or repealed. All taxes, assessments, liens, encumbrances, obligations and demands of or against the Town, fixed or established before such date, shall be valid if properly fixed or established either under the law in force at the time of such proceedings or under the law after the adoption of this Charter.

SECTION 14.02 CONTINUATION OF PRESENT OFFICES

All persons holding administrative offices at the time this Charter takes effect shall continue in office and in the performance of their duties in the capacities to which they have been appointed until provision shall have been made in accordance with the terms of this Charter for the performance of such duties or the discontinuance of such office, if any. The powers conferred and the duties imposed upon any office, department or agency of the Town by the laws of the state shall, if such office, department or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office, department or agency designated by the Council, unless otherwise provided herein.

SECTION 14.03 NEPOTISM

No officer of the Town of Little Elm shall appoint, vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to any Member of the Town Council or Mayor, when the salary, fees, or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. However, this provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty for at least thirty (30) days, if the officer is appointed, or at least six (6) months, if the officer is elected.

When a person is allowed to continue in any such position, the officer related shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, unless such action is taken with respect to a bona fide class or category of employees.

SECTION 14.04 OFFICIAL NEWSPAPER

The Town Council shall have the power to designate by resolution a newspaper of general circulation in the Town as the Town s official newspaper. All ordinances, captions of ordinances, notices and other matters required to be published by this Charter, by ordinance, or by state law, shall be published in the official newspaper.

SECTION 14.05 JUDICIAL NOTICE

This Charter shall be recorded in the Town Secretary's office in a book kept for that purpose. As soon as practicable after its adoption, an authenticated copy of the Charter shall be certified to the Secretary of State of Texas, the Charter becomes a public act. Such Charter provisions may be read in evidence without pleading or proof of their provisions, and judicial notice shall be taken thereof in all courts and places.

SECTION 14.06 CLAIMS FOR DAMAGE OR INJURY

The Town of Little Elm shall never be liable for any personal injury or death or for claims for damages or injury to real or personal property alleged to have been caused by the negligent act or omission of any officer, agent or employee of the Town unless the person who has been injured, the person whose property has been injured or damaged, or someone on his behalf, shall file a claim in writing with the Town Secretary within six (6) months after said injury, death or damage has occurred, stating specifically when, where, and how the injury, death or damage occurred, the full extent thereof, the amount of damages claimed or asserted, and the basis claimed for liability on the part of the Town. The person giving notice under this section shall give the address of every place that said person has resided at during the last six (6) months prior to the injury, death or damage and shall subscribe his or her name thereto. Neither the Town Mayor, Town Council Member, Town Manager, Town Secretary, Town Attorney, or any other officer or employee of the Town shall have authority to waive any of the provisions of this section, but the same may be waived only by resolution of the Town Council made and passed before the expiration of said six (6) month period.

SECTION 14.07 PROPERTY NOT SUBJECT TO GARNISHMENT AND EXECUTION

No property owned or held by the Town shall be subject to any garnishment or execution of any kind or nature except as specifically provided by state law.

SECTION 14.08 CONFLICT OF INTEREST

No Member of the Town Council, the Mayor, or any other officer, whether elected, appointed, paid or unpaid, who exercises responsibilities beyond those that are advisory in nature, shall participate in a vote or decision on a matter involving a business entity in which such officer has a substantial interest if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. If the officer or a person related to the officer within the second degree of affinity or consanguinity has a substantial interest in the business entity that would be pecuniary affected by an official action of the Town Council, the officer, if a Member of the Town Council, shall file an affidavit stating the nature and extent of the interest and abstain from further participation in the matter.

SECTION 14.09 PUBLIC MEETINGS AND RECORDS

All meetings of the Town Council and all boards appointed by the Town Council shall be governed by the provisions of Chapter 551 of the Texas Government Code and any amendments thereto with regard to the posting of agenda and the holding of public meetings. All public records of every

office, department or agency of the Town shall be open to inspection by any citizen at all reasonable business hours, provided that records excepted from public disclosure by Chapter 552 of the Texas Government Code and any amendments thereto shall be closed to the public and not considered public records for the purpose of this section.

SECTION 14.10 INDEMNIFICATION OF OFFICERS

The Town Council shall, by appropriate ordinance, provide for the indemnification and defense of the officers and employees of the Town, including the Members of the Town Council, or any board, commission, or committee, including volunteers, against any loss, cost, or expense, including court costs and attorney's fees, to the extent allowed by law, arising out of any claim, suit, or judgment or settlement thereof, resulting from any alleged negligent act or omission of such officer, employee, member, or volunteer during the discharge of his/her duties and within the scope of his/ her office, employment, membership, or assigned voluntary position with the Town, or in any other case where the Town is directed or authorized by law to do so. Provided, however, that such indemnification will not be provided for any act arising out of the intentional or knowing violation of any penal statute or ordinance or arising out of any conduct determined by final judgment to be an act of fraud or to have been taken with the intent to deceive or defraud, or for any personal or private business of such officer, employee, member, or volunteer, or for the gross negligence or official misconduct, or willful or wrongful act, or omission of such officer, employee, member, or volunteer.

SECTION 14.11 AMENDMENT OF CHARTER

Amendments to this Charter may be submitted by the Town Council to the qualified voters of the Town for their approval at an election, no more often than once every two (2) years, held in accordance with Chapter 9, Texas Local Government Code.

SECTION 14.12 BOND OR SECURITY NOT REQUIRED

It shall not be necessary in any action, suit or proceeding in which the Town is a party, for any bond, undertaking, or security to be executed on behalf of said Town, that all such actions, suits, appeals, or proceedings shall be conducted in the same manner as if such bond, undertaking, or security had been given, and said Town shall be liable as if such obligation had been duly given and executed.

SECTION 14.13 SEVERABILITY CLAUSE

If any chapter, section, paragraph, sentence, clause or phrase of this Charter shall be held unconstitutional or invalid for any reason by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such provision so held invalid may appear, except to the extent that an entire chapter, section, paragraph, or sentence may be inseparably connected in meaning and effect with the provision to which such holding shall apply directly.

SECTION 14.14 MEANING OF WORDS

The provisions of this Charter shall be liberally construed for the purpose of effecting the objects and ends thereof .Unless some other meaning is manifest, the word "Town" shall be construed to mean the "Town of Little Elm," and the word "and" may be read "or" or the "or" may be read "and" if the sense requires. Words in the present tense include future tense and, except when a more

restrictive meaning is manifest, singular may mean plural. The word "Council" shall be construed to mean the Town Council of the Town of Little Elm. The gender of the wording as contained in this Charter shall always be interpreted to mean either sex.

SECTION 14.15 EFFECTIVE DATE

This Charter shall take effect immediately following adoption by the voters and entry of the official order by the Town Council declaring the same adopted as soon as practicable. After adoption, the Town Mayor shall certify to the Secretary of State an authenticated copy of the Charter under the Town's seal showing approval by the voters. The Town Secretary shall record the Charter in a book kept for that purpose and keep and maintain the same as the official record of the Town.

CHAPTER FIFTEEN
ADOPTION OF CHARTER

SECTION 15.01 SUBMISSION AND ELECTION

A. This Charter Shall be submitted to the qualified voters of the Town of Little Elm for adoption or rejection on the 5th day of May, 2001, at which election, if a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter, it shall then immediately become the governing law of the Town of Little Elm, Texas, until amended or repealed.

B. It being impracticable to submit this Charter so that each subject may be voted on separately, it is hereby prescribed that the form of ballot to be used in such election shall be as follows, to wit:

"FOR"

ADOPTION OF CHARTER

"AGAINST"

This Home Rule Charter for the Town of Little Elm, Texas, is respectfully submitted to the Town Council of the Town of Little Elm for the purpose of calling an election on the question of adoption of the Home Rule Charter this 22nd day of February, 2001. This proposed Charter represents the recommendation of the majority of the members of the Home Rule Charter Commission, whose membership and signatures are evidenced below.

SECTION 15.02. CHARTER REVIEW COMMITTEE

(A) The Town Council shall establish and appoint a Charter Review Committee to review and make recommendations regarding the Town Charter. The Charter Review Committee shall be composed of not fewer than seven (7) residents of the Town, and shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. The Charter Review Committee shall be established and appointed not less than nine (9) months before the selected election date at which any proposed Charter amendments may be considered.

(B) It shall be the duty of the Charter Review Committee to do the following:

1) Inquire into the operation of the Town government under the Charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the Charter Review Committee shall have the power to compel the attendance of any officer or employee of the Town and to require the submission of any non-privileged and non-confidential Town records which the Charter Review Committee may determine is necessary to conduct such hearings.
2) Propose any recommendations to the Town Manager and Town Council that the Charter Review Committee may determine are desirable to ensure compliance with the provisions of this Charter by the Town's departments.
3) Propose amendments to the Charter to improve the effective application of the Charter to current conditions.
4) Report the Charter Review Committee's findings and present its proposed amendments, if any, to the Town Council. Any report of the Charter Review Committee shall be delivered to the Town Attorney at least fifteen (15) days prior to its presentation to the Town Council. Within such time, and no later than ten (10) days prior to its presentation to the Town Council, the Town Attorney shall advise the Charter Review Committee in writing of any changes in proposed amendments which the Town Attorney deems necessary or desirable. A copy of the Town Attorney's recommendations shall be attached to the report of the Charter Review Committee at the time of its presentation to the Town Council.

(C) The Town Council shall receive any Charter Review Committee report and have published in a newspaper of general circulation in the Town all proposed amendments recommended by the final report of the Charter Review Committee.

(D) The term of office of the Charter Review Committee shall not exceed nine (9) months. If during such term, no report is presented to the Town Council, then all records of the proceedings of the Charter Review Committee shall be filed with the Town Secretary.

APPENDIX L

(Cross-reference Policy No. 5.11)

Wellness Program

The purpose of the Town of Little Elm wellness program will be to encourage a healthy workplace with regards to mental, physical, and emotional wellbeing. The wellness program will seek to build an encouraging and social environment focused on awareness, nutrition, activity, and prevention among Town of Little Elm employees and their families. It shall be the goal of the wellness program to support wellness in the work place by maintaining a program that meets the needs of the Little Elm organization and promotes a healthy lifestyle.

A wellness committee will be comprised of employees of the Town of Little Elm. Each department will be encouraged to have at least one member on the committee. Members of the committee will serve an indefinite term and are encouraged to be enthusiastic and supportive of the purpose and goals of the wellness program. The wellness committee will meet at least once a month during regular business hours. All committee members are equal participants and have equal rights to voice opinions and ideas.

Duties of the wellness committee include but are not limited to:

- Provide support of the purpose and goals of the committee.
- Create a sense of employee ownership by participating in the planning and promotion of wellness activities.
- Members must be willing to accept duties on assigned projects.
- Providing evaluations of ongoing programs and activities.
- Providing peer support and advocacy to boost wellness program participation.
- Sharing responsibilities of duties that go along with wellness activities.
- Leading special programs or project initiatives.
- Managing or assisting with wellness related special events.

Premium Reduction Program

Employees shall be given the opportunity to meet preventative care requirements which will determine the cost of the annual premiums that they pay for a given plan year.

Each participant who completes the preventative care requirements at or before the open enrollment period ends will pay the lowest premiums for the following year. Health plan participants who do not complete the preventative care requirements will pay more. The exact premium amounts will be based on the group plan costs and the Town will pay a varying percentage of employee and dependent coverage based on completion of Preventative Health Care Qualifications.

Health and Wellness Education

The Town of Little Elm shall make available opportunities for wellness related health and wellness education to employees. Learning opportunities may be presented in a live format or

made available electronically.

Employee Fitness Assessment

Town of Little Elm employees shall be awarded the opportunity to meet with the Town's certified trainers for a comprehensive fitness and nutrition assessment at no cost to the employee. This is considered a one-time option to help the employee to meet their fitness and nutrition goals.

Recreation Center Membership

Town of Little Elm employees, full time and part time, shall receive family memberships at the Town of Little Elm Recreation Center at no cost.

Employee Walk/Stretch Breaks

Employees shall be encouraged to use their breaks for walking or stretching. The time, location, and duration of the breaks shall be at the discretion of the department head and are considered time worked.

Annual Health Fair

The Town of Little Elm shall host an annual employee health fair. The health fair will host a variety of vendors and providers that offer wellness related services or screenings.

Special Programs

A variety of special programs may be offered throughout the year by the Wellness Committee. These programs may include, but are not limited to:

- Town or Departmental Sports Teams
- Weight Loss Challenges
- Walkathons
- Town sponsored 5k's or fitness events
- Relay teams
- Lunch Groups
- Healthy Recipe Sharing
- Fitness interest groups

Special Programs of this nature may be led by an individual member(s) of the Wellness Committee. Special programs that require funding shall be considered by the Town Manager. Unless events occur during an employee's normal working hours or otherwise specified, all special programs are considered voluntary in nature and will not be considered time worked.

**The Town will provide employees with disabilities an opportunity to request reasonable accommodation be made in order for employee to participate in Town Sponsored Activities.

Wellness Incentive Points Program

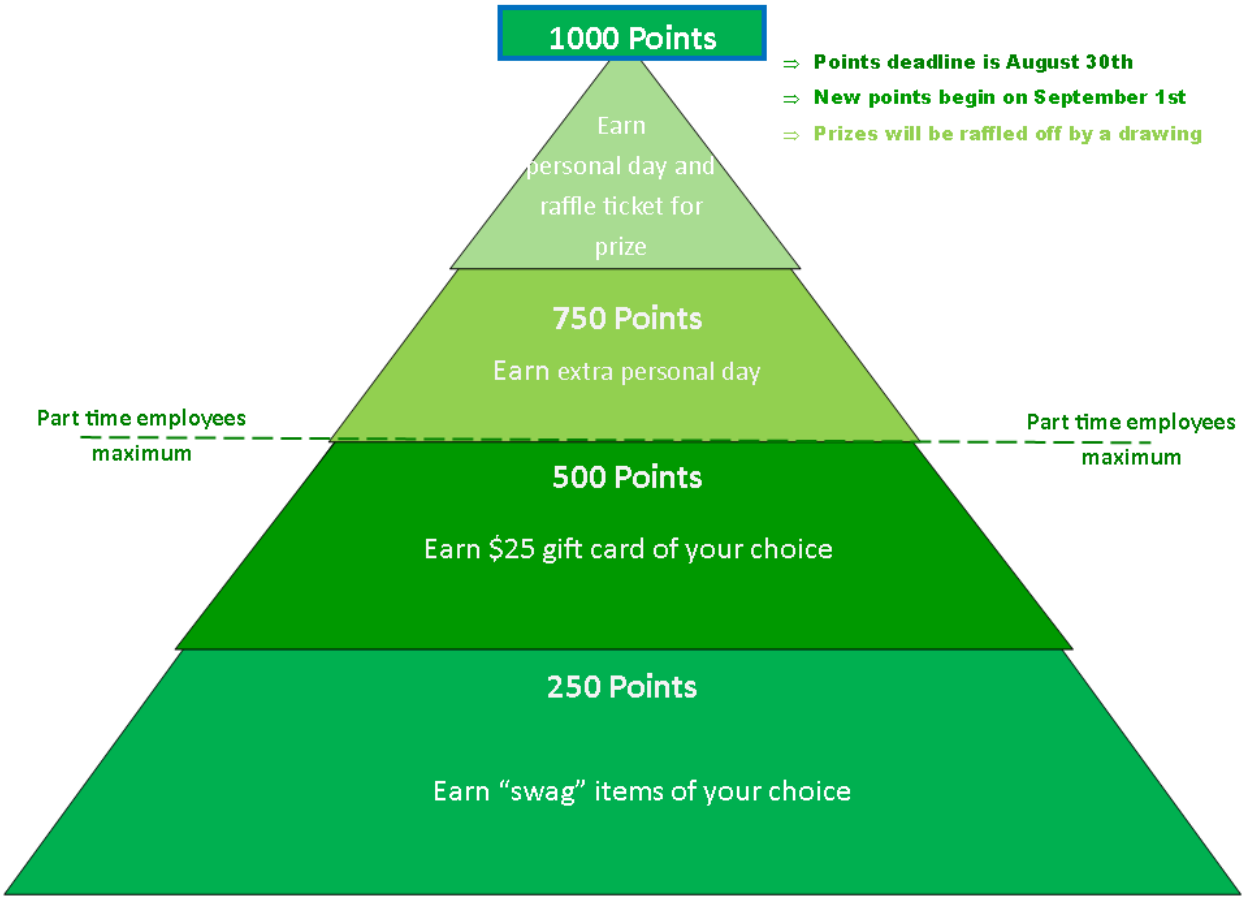
The wellness incentive program is intended to provide rewards to employees who take personal initiative in relation to their own health and wellness. Employees shall be afforded opportunity to earn points for completion of certain health related actions in the areas of prevention, awareness, activity, and nutrition. Rewards and prizes will be offered to the employee based on the number of points accrued annually. Full- time employees have the ability to earn an unlimited amount of points. Part-Time employees are encouraged to participate and will be eligible to earn up to a maximum of 500 points annually.

Employees whose start date is after the Open Enrollment Period ends, will be placed in Tier 1 but are subject to the following for the first plan year:

- 9 months or more until enrollment: complete all requirements (before Nov. 30th)
- 6-9 months until the next enrollment period: all persons covered on plan must get Annual Physical/Well Women and Well Child Exam (Dec. 1 – Feb. 28)
- 0-6 months until the next enrollment period: placed in Tier 1 for the first full plan year (Mar. 1 – Aug. 30)

Wellness Incentive Points Program

Items	Points	Max Points
Prevention		
Annual Oral or Dental Exam	100	100
Annual Vision Exam	100	100
Annual Hearing Test	50	50
Flu Shot or other approved vaccination	50	50
Awareness		
Participate in a wellness seminar- 1 per month	10	120
Fitness Assessment w/Personal Trainer	50	50
Health Risk Assessment	50	50
Activity		
Activity Journal: Log 30 minutes of exercise per day	3	500
Specialty Event -point total determined by event	Varies	Varies
Nutrition		
Monthly Nutrition Log : minimum of 21 days per month	10	60



Little Elm Wellness Program

Premium Reduction Program Details

Oral or Dental Screening Total Points: 100 Max Points: 100

Definition: This is your regularly scheduled, annual preventative maintenance exam/cleaning
Where can you get it done: at your family dentist
How do I get credit: provide documentation from your dentist

Vision Exam Total Points: 100 Max Points: 100

Definition: This is your annual suggested vision exam
Where can you get it done: your family ophthalmologist
How do I get credit: provide documentation from your doctor

Hearing Test Total Points: 50 Max Points: 50

Definition: This is a preventative hearing test
Where can you get it done: hearing center or specialist recommended by your family doctor
How do I get credit: provide documentation from your doctor

Flu Shot or Approved Vaccination Total Points: 50 Max Points: 50

Definition: yearly preventative vaccines offered from the approved list in you Enrollment Guide

Where can you get it done: at your family doctor, pharmacy or at a location designated by your employer

How do I get credit: provide receipt from the employer designated location or documentation from your doctor or whomever administered the shot

Wellness Seminar Total Points: 10 Max Points: 120

Definition: Educational, informative seminar or online webinar based on a particular topic

Where can you get it done: Information will be provided by the Wellness Coordinator with specific details

How do I get credit: sign in sheet at workshop or certification of online course

Fitness Assessment Total Points: 50 Max Points: 50

Definition: A Certified Personal Trainer meets with you to assess your fitness goals, body fat and circumference measurements

Where can you get it done: Fitness professional of your choice or through service offered at LE Rec Center

How do I get credit: Documentation showing the assessment was administered

Health Risk Assessment Total Points: 50 Max Points: 50

Definition: A health risk assessment (HRA) is a health questionnaire, used to provide individuals with an evaluation of their health risks and quality of life

Where can you get it done: Blue Cross Blue Shield offers it online

How do I get credit: Documentation showing that you took the assessment

Activity Journal Total Points: 3 Max Points: 500

Definition: Documentation showing your weekly fitness activity

Where can you get it done: anywhere you choose to get active

How do I get credit: Provide printout of gym record, print out of FitBand activity, (or like gadget) handwritten form that records you monthly. You may find a form on the "Y" drive in the Wellness Folder. Pedometers logs will not be accepted. Fitbit activity reports must show periods of rigorous activity

Specialty Wellness Event Total Points: varies Max Points: varies

Definition: Events designated by Town Manager and Wellness Coordinator that are eligible for wellness points

Where can you get it done: Information will be provided by the Wellness Coordinator with specific details

How do I get credit: sign in sheet at event

Monthly Nutrition Log Total Points: 10 Max Points: 60

Definition: Log recording your eating habits and caloric intake

Where can you get it done: anywhere you choose to eat

How do I get credit: Provide printout of activity from website tracking site, handwritten log, any form of proof that logs your daily eating habits. You are allowed 10 missed days (cheat) days per month. Programs that qualify: My Fitness Pal, Weight Watchers, Spark,

etc) You may find a form on the “Y” drive in the Wellness Folder

APPENDIX M

(Cross-reference Policy No. 4.15)

SICK LEAVE POOL REQUEST FORM

EMPLOYEE INFORMATION			
Employee:		Employee #:	Date of Request:
Title:		Department:	
Date Last Worked:	Expected Return Date:	Is this an on-the-job injury? ☐ Yes ☐ No	
Employee Signature:			Date:
DEPARTMENT CERTIFICATION			
Department Head Signature:			Date:

HUMAN RESOURCES USE ONLY					
Received:	Approved:	Emp Notified:	FMLA Status:	FMLA Start:	FMLA End:
Human Resources Administrator:				Date:	
Remarks:					

Pay Date	Hours Authorized		Pay Date	Hours Authorized		Pay Date	Hours Authorized

APPENDIX N

(Cross-reference Policy No. 4.10)

Military Leave of Absence Request and Leave Use Designation

Complete this form and submit it with a copy of your military orders to the Human Resources Department.

Military leave beginning date: _____ Military leave end date (if known):_____

Place a check in the appropriate box(es) below to designate how your want your paid leave applied in your absence. Paid Military leave, if available will be applied before annual leave or compensatory time.

Paid Leave, Compensatory Time, Personal Day, Vacation:

Paid Military Leave

- ☐ I request that my paid military leave be applied continuously until it is exhausted: or;
- ☐ I request that my paid military leave be applied 8 hours per month while I am on active duty to retain employer paid benefits.

Note: Under current regulations, eligible employees receive 15 days of paid military leave each year from October 1, through September 30, including while on a military leave of absence. The entitlement of 15 days of paid military leave per year ceases upon your resignation, separation.

Annual (Vacation) Leave:

- ☐ I request that my annual leave be applied continuously until it is exhausted: or;
- ☐ I request that my annual leave be applied 8 hours per month of my absence to retain employer paid benefits
- ☐ I do not wish any of my annual leave to be used during my absence.
- ☐ Specify Other Annual Leave Use Request _____

Compensatory Time (if available)

- ☐ I request that my compensatory time be applied continuously until it is exhausted: or;
- ☐ I request that my paid compensatory time be applied 8 hours per month of my absence to retain employer paid benefits.
- ☐ I do not wish any of my compensatory time to be used during my absence.

Personal Days

- ☐ I request that any personal day time for which I am eligible be applied to my leave on the following date(s):_____

Print Name_____

Home Address_____

Home Phone_____ Mobile Phone_____

Signature_____ Date_____

Appendix O

(Cross-reference Policy No. 5.11)

RETIREE NOTIFICATION FORM
Group Health Coverage

Name: _____

Address: _____
Street Number Street Name City State Zip

Department: _____ Title: _____

Phone # _____ Retirement Date: _____

❑ Yes ❑ No Are you retiring under the Texas Municipal Retirement System?

❑ Yes ❑ No Have you been continually employed with the Town of Little Elm for the last five years?

❑ Yes ❑ No Do you have other group health insurance available to you?

❑ Yes ❑ No Does your spouse or covered dependents have other group health insurance available to them?

❑ Yes ❑ No Do you agree to inform the Town of Little Elm if you or a covered member of your family become covered under another group health plan or entitled to Medicare?

❑ Yes ❑ No Do you understand that premium amounts will change from year to year?

❑ Yes ❑ No Do you understand that you are responsible for remitting the full amount of the premium by a specific date, and if you fail to remit the required amount coverage will terminate for you and your dependents?

DECLINATION

_____ (initial) I understand that I am eligible for group health coverage continuation; however, I hereby decline retiree health coverage. I understand that this is the only opportunity I will have to continue the Town's group health coverage.

I understand that I also have the right to continue coverage subject to COBRA provisions for up to 18 months, and that this declination will not jeopardize those rights under COBRA.

Employee Signature: _____ Date: _____

AN ACT

relating to quarantine leave for fire fighters, peace officers, detention officers, and emergency medical technicians employed by, appointed by, or elected for a political subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The heading to Chapter 180, Local Government Code, is amended to read as follows:

CHAPTER 180. MISCELLANEOUS PROVISIONS AFFECTING OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF [~~MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER~~] LOCAL GOVERNMENT [~~GOVERNMENTS~~]

SECTION 2. Chapter 180, Local Government Code, is amended by adding Section 180.008 to read as follows:

Sec. 180.008. PAID QUARANTINE LEAVE FOR FIRE FIGHTERS, PEACE OFFICERS, DETENTION OFFICERS, AND EMERGENCY MEDICAL TECHNICIANS. (a) In this section:

(1) "Detention officer" means an individual appointed or employed by a political subdivision as a county jailer or other individual responsible for the care and custody of individuals incarcerated in a county or municipal jail.

(2) "Emergency medical technician" means an individual who is:

(A) certified as an emergency medical technician under Chapter 773, Health and Safety Code; and

(B) employed by a political subdivision.

(3) "Fire fighter" means a paid employee of a municipal fire department or emergency services district who:

(A) holds a position that requires substantial knowledge of fire fighting;

(B) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and

(C) performs a function listed in Section 143.003(4)(A).

(4) "Health authority" has the meaning assigned by Section 121.021, Health and Safety Code.

(5) "Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by a political subdivision.

(b) The governing body of a political subdivision shall develop and implement a paid quarantine leave policy for fire fighters, peace officers, detention officers, and emergency medical technicians who are employed by, appointed by, or elected for the political subdivision and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

(c) A paid quarantine leave policy must:

(1) provide that a fire fighter, peace officer, detention officer, or emergency medical technician on paid quarantine leave receive:

(A) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan

benefits for the duration of the leave; and

(B) reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation; and

(2) require that the leave be ordered by the person's supervisor or the political subdivision's health authority.

(d) A political subdivision may not reduce a fire fighter's, peace officer's, detention officer's, or emergency medical technician's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with a policy adopted under this section.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2021.

President of the Senate

Speaker of the House

I certify that H.B. No. 2073 was passed by the House on April 7, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2073 on May 28, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2073 was passed by the Senate, with amendments, on May 26, 2021, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

_____

Governor

Date:	08/17/2021
Agenda Item #:	6. J.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Performance Agreement between Hurtado Barbecue Little Elm LLC, Little Elm and the EDC.**

DESCRIPTION:

Term of the Agreement:

The term is a 15-year lease with a descending clawback clause, for every year of the lease, in the event of default on the agreement. The term expires on December 31, 2036.

The establishment will be approximately 5,935 square feet and will occupy Suites 100 and 120 at 100 Hardwicke. By March 1, 2022, and through the term of this Agreement, Hurtado will employ and maintain a minimum of 35 full-time, or equivalent, employees.

The owner of the building, Richard Pray, in conjunction with the tenant, Brandon Hurtado, have and are investing $1.6M in the conversion and finish out of the building. Hurtado Barbecue has a huge following and will be a great draw to the Lakefront. On the North Texas Barbecue Addicts Facebook page, Hurtado Barbecue has over 130,000 members. The Little Elm location will be the primary location that will include a full-service restaurant and bar, as well as an area for sausage production and distribution. Days of operations are Tuesday through Sunday.

BUDGET IMPACT:

The EDC is proposing incentives for the project in the amount of $400,000, which will be submitted as Qualified Expenditures accompanied by proper documentation by April 1, 2022. Funds will not be reimbursed until after Hurtado Barbecue has obtained a CO from the Town of Little Elm and is open for business.

RECOMMENDED ACTION:

Staff recommends approval.

Date:	08/17/2021
Agenda Item #:	6. K.
Department:	Economic Development Corporation
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Economic Development Corporation's Budget for FY 2021-2022.**

DESCRIPTION:

Revenue

- Sales tax revenue shows a 4% increase, which mirrors the TOLE projections, less the contra accounts to TIRZ #3, Texas First, GCRE 380 Agreement and ASCO 380 Agreement
- Interest Earnings
- Other Earnings: Hydrous Lease, Hula Hut Lease, Texas First interest & Principal Loan Payment, ChadNic Lease Payment, Mustang Contract payment.

Expenses

- Debt Payments: Consolidation Loan for Lakefront Property, Loan for Rights to Lincoln Park Utility System, Texas First Loan Payment, and Tinman Shell Building Loan Payment.
- Personnel Cost & all benefits for Executive Director, Assistant Director & new staff member; Development Specialist to be shared between EDC, Development Services and Chamber of Commerce (EDC and Chamber will cover payroll & TOLE will contribute In-Kind).
- Operating Expenses: Legal, Professional Services, Office Development, Contracted Services, Website, Communications, Tuition Reimbursement, Office Supplies, Printing & Mailing, Trade Show Expenses, Employee & Public Relations, Gas & Oil, Dues & Memberships, Schools & Seminars and Uniforms.
- Incentives: 575? Pizzeria, Tinman Social, Bakery, and Hurtado Bar-B-Q
- Tinman Shell Building Loan Payment
- Transfer to the TOLE for Support Staff & Office Space through Professional Service Agreement
- TIRZ #1: Contractual obligation for EDC's sales tax generated in the original TIRZ 1 boundaries goes back to the TOLE, as they paid off the obligation of $2.5M to the developer at a much lower interest rate & avoided the annual compounding interest.

For the Budget year 2021-2022 we are showing a deficit, and we knew this going into budget

preparation. The result is due to the construction of the Tinman Social shell building, as we will carry the note for approximately two and a half years, prior to seeing incoming revenue flow. The tenant will start paying the lease + triple net eight months after they get their CO. We are adequately prepared with more than sufficient funds in reserves to cover the shortfall & still have a healthy fund balance for any unexpected challenges or opportunities that we are faced with.

BUDGET IMPACT:

N/A

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Proposed Budget 2021-2022

Economic Development Corporation

4A Sales Tax

Proposed Budget
FY 2021-2022

The Little Elm Economic Development Corporation is tasked with bringing much needed commercial, industrial and tourist opportunities to the Town of Little Elm. The mission of the EDC is to advance the economic development in Little Elm while maintaining traditional values and a sense of community. The Little Elm EDC was founded in 1993 and has served the Town since that time. The EDC is made up of four members from the community and a Town Council Liaison.

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION PROPOSED BUDGET FY 2021-2022

	FY 2020	FY 2021		FY 2022
	ACTUAL	BUDGET	ESTIMATED	PROPOSED
FUND REVENUES				
5132 SALES TAX	$2,430,202	$2,335,736	$2,629,783	$2,698,734
5611 INTEREST EARNINGS	28,902	15,000	40,000	30,000
5600 OTHER EARNINGS	611,045	427,755	3,407,404	437,756
8900 LOAN PROCEEDS	0	0	7,500,000	0
TOTAL FUND REVENUES	**$3,070,149**	**$2,778,491**	**$13,577,187**	**$3,166,490**
FUND EXPENDITURES				
6000 DEBT PAYMENTS	$1,071,099	$1,055,994	$1,129,066	$1,209,291
6100 PERSONNEL COSTS	341,872	364,530	364,530	435,799
6200 OPERATING EXPENSES	185,380	643,759	719,510	242,511
6343 ADVERTISING	219,044	246,724	101,500	287,173
6729 LAND ACQUISITION	0	400,000	0	0
6730 INCENTIVES	41,901	347,484	61,000	935,426
6740 TIN MAN SHELL BUILDGIN	0	0	1,756,211	5,743,789
6250 TRANSFER TO TOWN	30,000	30,000	30,000	30,000
6252 TRANSFER TO TIRZ #1	94,312	105,000	105,000	105,000
TOTAL FUND EXPENDITURES	**$1,983,608**	**$3,193,491**	**$4,266,817**	**$8,988,989**
DIFFERENCE	**$1,086,541**	**($415,000)**	**$9,310,370**	**($5,822,499)**
BEGINNING FUND BALANCE	$1,542,474	$1,408,258	$2,445,599	$11,755,969
ENDING FUND BALANCE	$2,445,599	$1,408,258	$11,755,969	$5,933,470

Date:	08/17/2021
Agenda Item #:	6. L.
Department:	Economic Development Corporation
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Extension of the Professional Services Agreement between Little Elm Economic Development Corporation and the Town of Little Elm.**

DESCRIPTION:

The existing "Administrative Services Agreement" between Little Elm EDC and the Town of Little Elm was $30,000 in fiscal year 2016-2021 through the budget process. The amount of the contract will remain at $30,000 for the next term of this contract. The contract amount remains the same, but the scope of the services have been revised. The EDC will be adding an additional support specialist to assist with Chamber Events, Memberships and Engagement, as well as complicated administrative support to the EDC Director and the Director of Development Services.

The Town will be providing the additional office work space for the same contract amount and will extend the terms to 10 years in lieu of an increase in the contract amount. The Chamber of Commerce will be contributing approximately one-fourth of the additional staff person's salary.

The new staff member will be shared between Little Elm EDC, Development Services, and the Chamber of Commerce.

The term of the new agreement is for a period of ten (10) years commencing on October 1, 2021, and ending on September 30, 2031. The service agreement is for the purpose of compensating the Town for certain essential and necessary services:

- **Legal Services:** with the EDC reserving the right to hire their own attorney.
- **Financial Services:** assistance with budgeting, audit services, financial management services, and TIRZ calculations. The EDC has retained outside accounting and bookkeeping services for the day-to-day management of the EDC Finances.
- **Administrative Services:** meeting and consultation with the Town Manager or other Town Staff and other liaison services including contract review, assistance with setting and posting agendas, responding to inquiries, etc. The EDC has a full-time assistant that handles the secretarial and clerical services.

- **Office Space/Services:** The Executive Director and staff of the EDC shall have office space in Town Hall and have complete access to all office equipment, phone, and computer systems.

BUDGET IMPACT:

The contract amount for the Professional Services Agreement

- $30,000 on an annual basis to the Town of Little Elm
- The EDC shall budget Administrative Services Fees in the annual budget

The term of this contract is for 10 years, beginning October 1, 2021.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Administrative Services Agreement

ADMINISTRATIVE SERVICES AGREEMENT BETWEEN TOWN OF LITTLE ELM, TEXAS AND LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

STATE OF TEXAS €
€
COUNTY OF DENTON €

This Administrative Services Agreement ("Agreement") is entered effective as of the 1st day of October, 2021, by and between the Town of Little Elm, Texas, ("Town") and the Little Elm Economic Development Corporation ("LE EDC"), acting by and through their respective authorized officers and in accordance with the Development Corporation Act of 1979, as amended.

ARTICLE I
SERVICES PROVIDED BY THE TOWN

LE EDC does hereby agree to expend monies identified below for the purpose of paying the Town for the costs incurred by the Town in providing to the LE EDC certain essential and necessary services, Town agrees to provide the following services to the LE EDC subject to the limitations and conditions set forth below:

1. Development, Engineering & Planning Services: Town agrees to provide development services, engineering and planning services, including, but not limited to, design review, bid and construction review, GIS exhibits, and oversight for all LE EDC construction projects; as requested by Little Elm EDC Executive Director.

2. Legal Services: The LE EDC reserves the right to hire an attorney of its own choice and its own expense.

3. Financial Services: The Town agrees to provide through its Financial Department assistance and coordination with the EDC's accounting firm for budgeting purposes or as requested or needed, all audit services, as well as calculations of revenue for each of the designated TIRZ agreements, as needed. The EDC treasurer will have full oversight, control and approval of the EDC revenue and expenditures, as specified within Article III, Section 4, Article IV, Section 3-5 of the Bylaws.

4. Town of Little Elm Management Team: Town agrees to provide the services of the Town Manager, on as an as needed basis for meetings and consultation; as well as, Department Heads, and/or the Town Manager's designee(s) will provide liaison services between the Town staff, the LE EDC staff and its Board of Directors, and potential business prospects. Liaison services include review of all contracts and agreements, administrative oversight of development projects, assistance in setting agenda items, presentations to civic groups, council and business developers, and responding to inquiries of potential business prospects.

In addition, the Town Manager's office shall provide secretarial and other clerical services, including, but not limited to, posting of meeting agendas and reservation of meeting rooms if needed.

ARTICLE II
SERVICES PROVIDED BY THE EDC THROUGH ITS EXECUTIVE DIRECTOR AND STAFF ON BEHALF OF THE LE EDC BOARD OF DIRECTORS AND OTHER CONDITIONS AND SERVICES

LE EDC does hereby agree to expend monies identified below for the purpose of performing administrative and executive functions for and on behalf of the LE EDC Board consistent with the Articles of Incorporation and Bylaws of said corporation as follows:

1. EDC Executive Director and EDC Staff: The Executive Director of the EDC and staff will be classified as an employee of the Town and shall receive all benefits available to all full-time employees of the Town. The Executive Director and EDC staff will be subject to the same employee policies as all other employees of the Town, with the exception that the Executive Director will report directly to the EDC Board of Directors; with the understanding that the BOD may institute additional operational policy and procedures if they so choose; and EDC staff will report directly to the EDC Executive Director. The Town will provide the Executive Director with complete access to all office equipment, printers, phone systems, email and computer services that are provided to the Town Manager. The Town will provide EDC staff with complete access to all office equipment, printers, phone systems, email and computer services necessary to conduct business in their work space. The Town will provide an office for the Executive Director and the same access level to all meeting rooms that are provided to the Town Manager, as well as work space for the EDC staff.

2. EDC Executive Director and Staff: The Executive Director and Staff is responsible for compliance with the Open Meetings and Open Records laws of the State of Texas. The Executive Director will make sure that all LE EDC Board meetings will be conducted in compliance with all State laws.

3. Web Site Services: The LE EDC will be provided as much space as required on the Town's web site for placement of economic development information.

4. Town Logo: The LE EDC is authorized to use the Town Logo for its economic development purposes; modified to identify the EDC.

5. Shared Staff: EDC Executive Director will share Support Specialist staff with the Development Services Director on an as needed basis.

ARTICLE III
COMPENSATION

In consideration of the provision by Town to LE EDC of the services described in Articles above, LE EDC agrees to pay to Town the sum of $30,000**.** It is agreed by the parties hereto

that the compensation described in this Article III is equal to the reasonable value of the services anticipated to be provided by Town to the LE EDC.

1. Payments: Payments to the Town for the services described herein shall begin October 1, 2021 and shall run with the term of this Agreement. Payments and reimbursements shall be made by the LE EDC to the Town on an annual basis.

2. Use of Funds: It is expressly understood and agreed by LE EDC and the Town that all funds received from the LE EDC by the Town will be used solely for the purposes set out by the LE EDC Board in this agreement, its budget, and as directed by its Board as recorded in its official minutes.

3. Employees: All persons who are to provide services to the LE EDC as described herein are employees of the Town.

ARTICLE IV
TERM

The term of this Agreement shall be for ten (10) years, beginning October 1, 2021, and unless sooner terminated or extended by agreement of the parties hereto.

ARTICLE V
TERMINATION

It is understood and agreed that either party may terminate this Agreement at any time and for any reason whatsoever by giving the other party notice in writing of said termination at least ninety (90) days prior to termination. If this Agreement is terminated by either party pursuant to the terms of this provision, LE EDC shall pay the Town for all services rendered up to the date of termination.

ARTICLE V
ASSIGNMENT

This Agreement may not be assigned or otherwise conveyed by either party without the prior written consent of the other party. The provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

ARTICLE VI
VENUE AND GOVERNING LAW

In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Denton County, Texas. The parties agree that the laws of the State

of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the year 2021 and as of the dated indicated.

TOWN OF LITTLE ELM, TEXAS	**LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**
_____	_____
Curtis Cornelious, Mayor	**Ken Eaken, EDC President**
_____	_____
Date	**Date**
ATTEST:	**ATTEST:**
_____	_____
Caitlan Biggs, Town Secretary	**Jennette Espinosa, LEEDC Executive Director**
_____	_____
Date	**Date**

Date:	08/17/2021
Agenda Item #:	6. M.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0817202102 Approving Certain Project Expenditures for TIRZ 4; Providing a Severability Clause; and Providing an Effective Date.**

DESCRIPTION:

On August 17, 2021 the Tax Increment Reinvestment Zone Four Board approved Resolution No. 0817202101T4, to approve a payment from the Incremental Tax Revenues Collected from the TIRZ Four Fund. Revenues were collected from incremental tax revenue from fiscal year 2020-2021. Funds will be disbursed to the Valencia on the Lake Public Improvement District not to exceed $574,046 as identified in Exhibit A.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0817202102 TIRZ 4 2022 Budget

Valencia PID 2021-2022 SAP

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0817202102

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas (hereinafter referred to as the "Town"), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the Town as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on July 1, 2014, pursuant to and as required by the Act, the governing body of the Town (hereinafter referred to as the "Town Council") approved and adopted by Ordinance No. 1221, a *Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Four, Town of Little Elm, Texas*, for a tax increment reinvestment zone containing approximately 448 acres of property located within the Town of Little Elm, Texas; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Four, Town of Little Elm, Texas, authorized through the passage of **Resolution Number 0817202101T4** on August 17, 2021, the certain expenditures of the Incremental Tax Revenues Collected for fiscal year 2020-2021 to be disbursed to **Valencia on the Lake Public Improvement District not to exceed $574,046** as identified in **Exhibit A**; of which the Board found were authorized expenditures under the Act; and

WHEREAS, the Town Council desires to approve and authorize the expenditures approved by the Board of Directors of Reinvestment Zone Number Four, Town of Little Elm, Texas.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the Town Council hereby approves the expenditures approved by the Board of Directors of Reinvestment Zone Number Four, Town of Little Elm, Texas, Incremental Tax Revenues Collected for fiscal year 2020-2021 to be disbursed to **Valencia on the Lake PID** not to exceed **$574,046** as identified in **Exhibit A.**

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or

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

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 17th DAY OF AUGUST 2021.

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

Exhibit A

TIRZ Four Credit Total per Area

Area	2021-2022 Estimated TIRZ Credit
Phase One	$221,658
Major Improvement Area	$29,764
Phase Two	$322,624
Total	**$574,046**

Exhibit A

VALENCIA
PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)

AS APPROVED BY TOWN COUNCIL ON:
AUGUST 17, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

VALENCIA
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 – 8/31/22)

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 3

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 3
B. FIVE YEAR SERVICE PLAN 8
C. ANNUAL BUDGET – PHASE #1 9
D. ANNUAL INSTALLMENTS PER UNIT - PHASE #1 12
E. ANNUAL BUDGET – MAJOR IMPROVEMENT AREA 13
F. ANNUAL INSTALLMENTS PER UNIT – MAJOR IMPROVEMENT AREA 16
G. ANNUAL BUDGET – IMPROVEMENT AREA #2 17
H. ANNUAL INSTALLMENTS PER UNIT – IMPROVEMENT AREA #2 20
I. ANNUAL BUDGET – PHASE #3B 21
J. ANNUAL INSTALLMENTS PER UNIT - PHASE #3B 23
K. BOND REDEMPTION RELATED UPDATES 24

III. UPDATE OF THE ASSESSMENT PLAN 26

IV. UPDATE OF THE ASSESSMENT ROLL 27

A. PARCEL UPDATES 27
B. PREPAYMENT OF ASSESSMENTS 28

APPENDIX A - PID MAP

APPENDIX B – PREPAID PARCELS

APPENDIX C – ASSESSED VALUES

APPENDIX D-1 - PHASE #1 ASSESSMENT ROLL SUMMARY - 2021-22

APPENDIX D-2 - PHASE #1 TIRZ CREDIT CALCULATION

APPENDIX E-1 - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL SUMMARY – 2021-22

APPENDIX E-2 - MAJOR IMPROVEMENT AREA TIRZ CREDIT CALCULATION

APPENDIX F -1- IMPROVEMENT AREA #2 ASSESSMENT ROLL SUMMARY – 2021-22

APPENDIX F-2 - IMPROVEMENT AREA #2 TIRZ CREDIT CALCULATION

APPENDIX G - PHASE #3B LOCAL IMPROVEMENTS ASSESSMENT ROLL SUMMARY – 2021-22

I. INTRODUCTION

The Valencia Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the Town Council on September 13, 2013 to finance certain public improvement projects for the benefit of the property in the PID.

On February 21, 2014, the Town of Little Elm (the "Town") approved the issuance of the Town of Little Elm Texas Special Assessment Revenue Bonds, Series 2014 (Valencia Public Improvement District Phase #1 Project) (the "Phase #1 Bonds") in the aggregate principal amount of $4,000,000, and the Town of Little Elm, Texas Special Assessment Revenue Bonds, Series 2014 (Valencia Public Improvement District Phases #2-5 Major Improvement Project) (the "Phases #2-5 Bonds") in the aggregate principal amount of $12,240,000. The Phase #1 Bonds and Phases #2-5 Bonds were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the Phase #1 Reimbursement Agreement in the aggregate principal amount of $3,435,000 and, reimbursement obligations for the Phase #2 Reimbursement Agreement in the aggregate principal amount of $11,220,000 are secured by Assessments.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the Town identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements.

On February 20, 2018, the Town approved the issuance of the Phase #1 Refunding and Improvement Bonds, the Improvement Area #2 Refunding and Improvement Bonds and the Major Improvement Area Refunding Bonds. The Phase #1 Refunding and Improvement Bonds were issued to refund the 2014 Phase #1 Bonds and refinance the Phase #1 Reimbursement Agreement and are secured by the Phase #1 Assessments. The Improvement Area #2 Refunding and Improvement Bonds were issued to refund the pro rata portion of the 2014 Major Improvement Bonds relating to Improvement Area #2 and to refinance the pro rata portion of the Phase #2 Reimbursement Agreement relating to the Improvement Area #2 Local Improvements and are secured by the Improvement Area #2 Assessments. The Major Improvement Area Refunding Bonds are being issued to refund the pro rata portion of the 2014 Major Improvement Bonds relating to Phase #2B, Phase #3B, and Phase #4 and are secured by the Assessments shown on the Major Improvement Area Assessment Roll.

The Service and Assessment Plan was initially updated on June 6, 2017 for Phase #2 and was again updated on February 20, 2018 (collectively, the "Updated Service and Assessment Plan") to incorporate the refunding and additional bond issuances described above. Pursuant to Chapter 372, Texas Local Government Code, the Updated Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Updated Service and Assessment Plan for 2021-22.

The Town also adopted the Phase # 1 Assessment Roll, Major Improvement Area Assessment Roll, Improvement Area #2 Assessment Roll, and Phase #3B Local Improvement Assessment Roll attached as Appendix D, Appendix F, and Appendix H, respectively, to the Updated Service and Assessment Plan, identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Updated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Rolls for 2021-22.

Capitalized terms used herein shall have the meanings specified in the Updated Service and Assessment Plan, unless defined otherwise in this update.

(the remainder of this page left intentionally blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Phase #1 Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on February 20, 2018, the initial total estimated costs of the Phase #1 Improvements, including Phase #1's share of Major Improvement costs and bond issuance, were equal to $7,435,000. According to the Developer, the actual costs spent to date of the Phase #1 Improvements, including Phase #1's share of Major Improvements costs and bond issuance, were equal to $8,087,804 as of August 4, 2021. As described in the Closing Instruction Letter dated March 15, 2018, the actual issuance costs of the Phase #1 Refunding and Improvement Bonds were $1,457,006.

According to the Developer Quarterly Improvement Implementation Report dated December 31, 2017, the Phase #1 Improvements were completed and accepted by the Town on June 24, 2015.

Table II-A on the following page summarizes the updated sources and uses of funds required to (1) construct the Phase #1 Improvements, (2) establish the PID, and (3) issue Phase #1 Refunding and Improvement Bonds. For additional details regarding the Phase #1 Improvements, refer to the following link for the most recent Developer's Quarterly Improvement Implementation Report.

https://emma.msrb.org/ES1022227-ES799705-ES1201049.pdf

(the remainder of this page is intentionally left blank)

Table II-A
Updated Sources and Uses of Funds
Phase #1 Refunding and Improvement Bonds

Sources of Funds	Initial Budget	Budget Changes	Revised Budget[1]	Actual Funded[2]	Remaining to be Funded
Bond par amount (Series 2014)	$505,002	$0	$505,002	$505,002	$0
Bond Par Amount (Series 2018 Refunding)	$6,929,998	$0	$6,929,998	$6,929,998	$0
Other funding sources	$0	$694,119	$694,119	$652,804	$41,315
Total Sources	**$7,435,000**	**$694,119**	**$8,129,119**	**$8,087,804**	**$41,315**
					$0
Uses of Funds					$0
Major Improvements					$0
Road improvements	$721,517	($1,687)	$719,830	$626,269	$93,561
Water distribution system improvements	$280,685	$10,984	$291,669	$287,022	$4,647
Sanitary sewer improvements	$290,984	($680)	$290,304	$270,881	$19,423
Storm drainage improvements	$79,114	($186)	$78,928	$94,195	($15,267)
Other soft and miscellaneous costs	$627,811	($1,586)	$626,225	$687,274	($61,049)
Subtotal: Major Improvements	*$2,000,111*	*$6,845*	*$2,006,956*	*$1,965,641*	*$41,315*
					$0
Phase #1 Improvements					$0
Road improvements	$1,799,960	$0	$1,799,960	$1,799,960	$0
Water distribution system improvements	$468,155	$0	$468,155	$468,155	$0
Sanitary sewer improvements	$600,493	$0	$600,493	$600,493	$0
Storm drainage improvements	$372,030	$0	$372,030	$372,030	$0
Other soft and miscellaneous costs	$737,245	$687,274	$1,424,519	$1,424,519	$0
Subtotal: Phase #1 Improvements	*$3,977,883*	*$687,274*	*$4,665,157*	*$4,665,157*	*$0*
Bond issuance costs	$1,457,006	$0	$1,457,006	$1,457,006	$0
Total Uses	**$7,435,000**	**$694,119**	**$8,129,119**	**$8,087,804**	**$41,315**

1 - According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021.
2 - According to the Developer as of August 4, 2021.

Phase #1 Cost Variances

As stated in Table II-A above, there is a significant variance of $694,119 between the initial estimated budget and the revised budget. The net increase will be funded by the Developer.

(the remainder of this page is intentionally left blank)

Major Improvement Area Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on February 20, 2018, the initial total estimated costs of the Major Improvements, including bond issuance costs, were equal to $7,720,338. According to the Developer, the actual costs spent to date of the Major Improvements, including bond issuance, were equal to $7,744,990 as of August 4, 2021. As described in the Closing Instruction Letter dated March 15, 2018, the actual issuance costs of the PID Bonds were $1,786,963.

Table II-B below summarizes the updated sources and uses of funds required to (1) construct the Major Improvements, (2) establish the PID, and (3) issue Major Improvement Refunding and Improvement Bonds. For additional details regarding the Major Improvements, refer to the following link for the most recent Developer's Quarterly Improvement Implementation Report.

https://emma.msrb.org/P11511982-P11170277-P11585973.pdf

Table II-B
Updated Sources and Uses of Funds
Major Improvement Area Refunding Bonds

Sources of Funds	**Initial Budget**	**Budget Changes**	**Revised Budget[1]**	**Actual Funded[2]**	**Remaining to be Funded**
Bond par amount (Series 2014)	$6,607,070	$0	$6,607,070	$6,607,070	$0
Bond Par Amount (Series 2018 MI Refunding)	$1,113,268	$0	$1,113,268	$1,113,268	$0
Other funding sources	$0	$56,989	$56,989	$24,653	$24,653
Total Sources	**$7,720,338**	**$56,989**	**$7,777,327**	**$7,744,990**	**$24,653**
Uses of Funds					
Major Improvements					
Road improvements	$2,140,398	$8,151	$2,148,549	$1,898,276	$250,273
Water distribution system improvements	$832,658	$37,917	$870,575	$869,989	$587
Sanitary sewer improvements	$863,211	$3,287	$866,498	$821,062	$45,436
Storm drainage improvements	$234,692	$894	$235,586	$285,514	($49,928)
Other soft and miscellaneous costs	$1,862,415	$6,741	$1,869,156	$2,083,186	($214,030)
Subtotal: Major Improvements	*$5,933,375*	*$56,989*	*$5,990,364*	*$5,958,027*	*$32,336*
Bond issuance costs	$1,786,963	$0	$1,786,963	$1,786,963	$0
Total Uses	**$7,720,338**	**$56,989**	**$7,777,327**	**$7,744,990**	**$32,336**

1 - According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2021.
2 - According to the Developer as of August 4, 2021.

Major Improvement Cost Variances

As stated in Table II-B above, there is a variance of $56,989 between the initial estimated budget and the revised budget. The net increase will be funded by the Developer.

Improvement Area #2 Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on February 20, 2018, the initial total estimated costs of the Improvement Area #2 Local Improvements, including Improvement Area #2's share of the Major Improvement costs and bond issuance costs, were equal to $16,511,941. According to the Developer, the actual costs spent to date of the Improvement Area #2 Local Improvements, including Improvement Area #2's share of the Major Improvement costs and bond issuance costs, were equal to $17,492,793 as of August 4, 2021. As described in the Closing Instruction Letter dated March 15, 2018, the actual issuance costs of the PID Bonds were $3,208,280.

According to the Developer Quarterly Improvement Implementation Report dated June 30, 2018, the Improvement Area #2 Improvements were completed and accepted on January 19, 2018.

Table II-C on the following page summarizes the updated sources and uses of funds required to (1) construct the Improvement Area #2 Improvements, (2) establish the PID, and (3) issue Improvement Area #2 Refunding and Improvement Bonds. For additional Improvement Area #2 Local Improvement development-related information, refer to the link below:

https://emma.msrb.org/ER1215154-ER951229-ER1352217.pdf

(the remainder of this page is intentionally left blank)

Table II-C
Updated Sources and Uses of Funds
Improvement Area #2 Refunding and Improvement Bonds

Sources of Funds	Initial Budget	Actual Amount Spent[1]	Variance
Bond par amount (Series 2014)	$3,867,930	$3,867,930	$0
Bond Par Amount (Series 2018 MI Refunding)	$651,732	$651,732	$0
IA #2 Bonds	$8,673,847	$8,673,847	$0
Other funding Sources	$3,318,432	$4,299,283	$980,851
Total Sources	**$16,511,941**	**$17,492,793**	**$980,851**
Uses of Funds			
Major Improvements			
Road improvements	$1,253,038	$1,111,294	($141,744)
Water distribution system improvements	$487,457	$509,311	$21,854
Sanitary sewer improvements	$505,344	$480,669	($24,675)
Storm drainage improvements	$137,394	$167,147	$29,752
Other soft and miscellaneous costs	$1,090,301	$1,219,545	$129,244
Subtotal: Major Improvements	*$3,473,533*	*$3,487,966*	*$14,432*
IA #2 Improvements			
Road improvements	$4,118,714	$4,421,148	$302,434
Water distribution system improvements	$1,100,434	$1,664,105	$563,671
Sanitary sewer improvements	$1,250,067	$1,917,592	$667,525
Storm drainage improvements	$608,659	$981,977	$373,318
Other soft and miscellaneous costs	$2,752,254	$1,811,725	($940,529)
Subtotal: IA #2 Improvements	*$9,830,128*	*$10,796,547*	*$966,419*
Bond issuance costs	$3,208,280	$3,208,280	$0
Total Uses	**$16,511,941**	**$17,492,793**	**$980,851**

1 - Actual Amount Spent was reported by the Developer as of August 4, 2021.

Improvement Area #2 Cost Variances

As stated in Table II-C above, there is a significant variance of $980,851 between the initial estimated budget and the actual amount spent. The net increase in actual costs were funded by the Developer.

Phase #3B Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on February 20, 2018, the initial total estimated costs of the Phase #3B Improvements were equal to $2,885,572. According to the Developer, the actual costs spent to date of the Phase #3B Improvements were equal to $2,044,710 as of August 4, 2021.

According to the Developer Quarterly Improvement Implementation Report dated June 30, 2020, the Phase #3B Improvements were completed and accepted on July 9, 2019.

Table II-D below summarizes the updated sources and uses of funds required to (1) construct the Phase #3B Improvements, and (2) establish the PID.

Table II-D
Updated Sources and Uses of Funds
Phase #2 Reimbursement Agreement

Sources of Funds	**Initial Budget**	**Actual Amount Spent[1]**	**Variance**
Par amount[2]	$2,546,153	$2,044,710	($501,443)
Other funding sources	$339,419	$0	($339,419)
Total Sources	**$2,885,572**	**$2,044,710**	**($840,862)**
			$0
Uses of Funds			$0
Phases #3B Improvements			$0
Road improvements	$1,209,023	$1,235,807	$26,784
Water distribution system improvements	$323,026	$255,833	($67,193)
Sanitary sewer improvements	$366,949	$251,545	($115,404)
Storm drainage improvements	$178,668	$115,655	($63,014)
Other soft including Right of Way and miscellaneous costs	$807,906	$185,870	($622,036)
Total Uses	**$2,885,572**	**$2,044,710**	**($840,862)**

1 - Actual Amount Spent was reported by the Developer as of August 4, 2021.
2 - Par amount represents the Phase #3B pro rata share of the Phase #2 Reimbursement Agreement.

Phase #3B Cost Variances

As stated in Table II-D above, there is a significant variance of $840,862 less than the initial estimated budget.

B. FIVE YEAR SERVICE PLAN

According to the PID Act, a service plan must cover a period of five years. The updated estimated budgets for the Authorized Improvements are shown in Section II.A of this report, and the Annual Installments expected to be collected for these costs during the next five years are shown in Table II-E on the following page.

(the remainder of this page is intentionally left blank)

Table II-E
Annual Projected Costs and Annual Projected Indebtedness (2014-2027)

Assessment Year ending 09/01	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Phase #1 Projected Annual Installments[2]	Major Improvement Area Projected Annual Installments[2]	Improvement Area #2 Projected Annual Installments	Phase #3B Projected Annual Installments
2014-2021[1]	$32,390,700	$30,895,000	$1,495,700	$3,756,820	$7,213,885	$3,732,393	$540,126
2022	$0	$0	$0	$361,851	$615,546	$681,911	$271,690
2023	$0	$0	$0	$576,090	$623,410	$994,992	$199,084
2024	$0	$0	$0	$577,090	$624,000	$996,560	$201,216
2025	$0	$0	$0	$577,522	$624,623	$993,160	$203,152
2026	$0	$0	$0	$577,387	$625,273	$994,148	$204,892
2027	$0	$0	$0	$576,685	$626,900	$994,212	$207,572
Total	**$32,390,700**	**$30,895,000**	**$1,495,700**	**$7,003,445**	**$10,953,637**	**$9,387,377**	**$1,827,732**

1 – Assessment years ending 2014 through 2022 reflect actual Annual Installments and are net of applicable reserve fund income, capitalized interest and TIRZ Credits. Assessment years 2023 through 2027 reflect projected Annual Installments and are subject to change.
2 – Assessment years Ending 2014 through 2018 represent Annual Installments billed for for the Series 2014 Improvement Bonds and Assessment Years Ending 2019 through 2027 represent Annual Installments billed or projected to be billed for the Series 2018 Refunding and Improvement Bonds.

C. ANNUAL BUDGET – PHASE #1

Phase #1 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment securing the Phase #1 Refunding and Improvement Bonds shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Phase #1 Refunding and Improvement Bonds, of which twenty-three (23) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #1 Refunding and Improvement Bonds. The effective interest rate on the Phase #1 Refunding and Improvement Bonds is 6.60 percent per annum for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #1A Bonds (6.60 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

(the remainder of this page is intentionally left blank)

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan and Bond Ordinance, applicable Trust Indenture, such the TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1 Refunding and Improvement Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Trust Indenture.

Phase #1 Annual Installments to be Collected for 2021-22

The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-F below.

Table II-F
Budget for the Phase #1 Annual Installments to be Collected for 2021-22

Descriptions	Phase #1 Refunding and Improvement Bonds
Interest payment on March 1, 2022	$219,796
Interest payment on September 1, 2022	$219,796
Principal payment on September 1, 2022	$74,354
Subtotal debt service on bonds	*$513,947*
Administrative Expenses	$40,000
Excess interest for prepayment and delinquency reserves	$33,289
Subtotal Expenses	*$587,236*
Available TIRZ Credit	($221,658)
Available reserve fund income	($3,726)
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	*($225,384)*
Annual Installments	**$361,851**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $219,796 and on September 1, 2022 in the amount of $219,796, which equal interest on the outstanding Assessments balance of $6,657,799 for six months each and an effective interest rate of 6.60 percent. Annual Installments to be collected include a principal amount of $74,354 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $513,947.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, Trustee, Auditor expenses and contingency fees. As shown in Table II-G below, the total Phase #1 administrative expenses to be collected for 2021-22 are estimated to be $40,000.

Table II-G
Phase #1 Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$3,100
PID Administrator	$20,000
Trustee	$9,500
Auditor	$3,900
Contingency	$3,500
Total	**$40,000**

Available TIRZ Credit

According to the Town, there have been TIRZ increments collected in tax year 2020 in the total amount of $221,658 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within Phase #1. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. The Phase #1 TIRZ Credit calculations are shown in Appendix D-2 of this report.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $522,352, which includes the Bond Reserve Requirement of $518,626. As a result, the excess balance available to pay the PID debt service is $3,726 and pursuant to Section 6.7(d) of the Trust Indenture, that amount should be transferred to the Bond Fund and used to pay interest on the Phase #1 Bonds on the next interest payment date.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $18,334. Approximately $18,334 are anticipated to be used until January 31, 2021. As a result, there are no funds available to reduce the administrative expense portion of the Annual Installment.

D. ANNUAL INSTALLMENTS PER UNIT - PHASE #1

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Refunding and Improvement Bonds, to fund the prepayment reserve and delinquency reserve and to cover Administrative Expenses of Phase #1.

According to the Updated Service and Assessment Plan, 210 units representing 177.89 total Equivalent Units are built within Phase #1 of the PID. According to Trustee records, one 60' Lot has prepaid their Phase #1 Assessment in full and one 60' Lot has paid a portion of its Phase #1 Assessment balance as of July 31, 2021. As a result, the outstanding Phase #1 total Equivalent Units are 176.81 (177.89 - 0.81 – 0.27 = 176.81). Accordingly, the net principal, interest, prepayment and delinquency reserve portion of Annual Installment to be collected from each Equivalent Unit for Phase #1 will be $3,073.91 (i.e. ($513,947 + $33,289 - $3,726) ÷ 176.81 = $3,073.91).

Administrative Expenses will continue to be collected from all Parcels with an outstanding Assessment balance based on each Parcel's original Equivalent Unit. Administrative Expenses to be collected from each Equivalent Unit for Phase #1A will be $225.89 (i.e. $40,000 ÷ 177.08 = $225.89).

As a result, the total Annual Installment to be collected from each Equivalent Unit for Phase #1 will be $3,299.80 (i.e. $3,073.91 + $225.89 = $3,299.80) less a portion the applicable TIRZ Credit shown in Appendix D-1 for each Parcel within Phase #1. The Annual Installment to be collected from each Parcel within Phase #1 is calculated by multiplying the Annual Installment for each Equivalent Unit of $3,299.80 by the total estimated Equivalent Units for each Parcel in Phase #1.

The Annual Installment due to be collected from each Land Use Class in Phase #1 for 2021-22 is shown in Table II-H on the following page.

Table II-H
Annual Installment Per Unit – Phase #1

Land Use Class	Annual Installment Per Equivalent Unit[1]	Equivalent Unit Factor	Annual Installment Per Land Use Class[1,2]
Lot Type 1 (80' Lot)	$3,299.80	1.00	$3,299.80
Lot Type 3 (60' Lot)	$3,299.80	0.81	$2,672.84

1 – Annual Installment per Equivalent Unit and Annual Installment per Land Class Use represents the gross Annual Installment to be billed and does not reflect applicable TIRZ Credits.
2 – Annual Installment per Equivalent Unit does not reflect Annual Installments to be billed for partially, or fully, prepaid Parcels.

The list of Parcels within Phase #1 of the PID, the estimated number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment for Principal and Interest, the Administrative Expenses, the applicable TIRZ Credit and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix D-1.

E. ANNUAL BUDGET – MAJOR IMPROVEMENT AREA

Major Improvement Area - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Major Improvement Area Refunding Bonds. As a result of the Major Improvement Area Refunding Bonds issuance, the timing and structure of the Annual Installments were adjusted to allow the repayment to occur over thirty annual installments beginning with the tax year following the issuance of the Major Improvement Area Refunding Bonds, of which twenty-seven (27) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Major Improvement Area Refunding Bonds commencing with the issuance of the Major Improvement Area Refunding Bonds. The effective interest rate on the Major Improvement Area Refunding Bonds is 8.35 percent for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Major Improvement Area Refunding Bonds (8.35 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Major Improvement Area Refunding Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Trust Indenture.

Major Improvement Area Annual Installments to be Collected for 2021-22

The budget for Major Improvement Area of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-I below.

Table II-I
Budget for the Major Improvement Area Annual Installments to be Collected for 2021-22

Descriptions	Major Improvement Area Refunding Bonds
Interest payment on March 1, 2022	$270,121
Interest payment on September 1, 2022	$270,121
Principal payment on September 1, 2022	$18,446
Subtotal debt service on bonds	*$558,688*
Administrative Expenses	$54,000
Excess interest for prepayment and delinquency reserves	$32,342
Subtotal Expenses	*$645,029*
Available TIRZ Credit	($29,483)
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	*($29,483)*
Annual Installments	**$615,546**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $270,121 and on September 1, 2021 in the amount of $270,121 which equal interest on the outstanding Major Improvement Area Assessments balance of $6,468,375 for six months each and an effective interest rate of 8.35 percent. Annual Installments to be collected include a principal amount of $18,446 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $558,688.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, Trustee, Auditor expenses and contingency fees. As shown in Table II-J below, the total Major Improvement Area administrative expenses to be collected for 2021-22 are estimated to be $54,000.

Table II-J
Major Improvement Area Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$7,500
PID Administrator	$24,000
Trustee	$8,500
Auditor	$9,500
Contingency	$4,500
Total	**$54,000**

Available TIRZ Credit

According to the Town, there have been TIRZ increments collected in tax year 2020 in the total amount of $29,764 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within the Major Improvement Area of the PID. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. The Major Improvement Area TIRZ Credit calculations are shown in Appendix E-2 of this report.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $566,639, which includes the Bond Reserve Requirement of $560,438 and investment income in the amount of $6,201, which was budgeted to be used to pay debt service on September 1, 2021. As a result, there are no funds available in the Reserve fund to reduce the 2021-22 Annual Installment.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $27,438. Approximately $27,438 are anticipated to be used until January 31, 2021. As a result, there are no funds available to reduce the administrative expense portion of the Annual Installment.

F. ANNUAL INSTALLMENTS PER UNIT – MAJOR IMPROVEMENT AREA

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Major Improvement Area Bonds, to fund the prepayment reserve and delinquency reserve and to cover Administrative Expenses of the Major Improvement Area.

According to the Updated Service and Assessment Plan, 656 units representing 539.20 total Equivalent Units are estimated to be built within the Major Improvement Area of the PID. Accordingly, the Annual Assessment for Principal and Interest portion of Annual Installment to be collected from each Equivalent Unit will be $1,096.12 (i.e. ($558,688 + $32,342) ÷ 539.20 = $1,096.12) and the Administrative Expenses to be collected from each Equivalent Unit will be $100.15 (i.e. $54,000 ÷ 539.20 = $100.15). As a result, the total Annual Installment to be collected from each Equivalent Unit within the Major Improvement Area will be $1,196.27 (i.e. $1,096.12 + $100.15 = $1,196.27). The Annual Installment to be collected from each Parcel within the Major Improvement Area is calculated by multiplying the Annual Installment for each Equivalent Unit of $1,196.27 by the total estimated Equivalent Units for each Parcel in the Major Improvement Area.

The Annual Installment due to be collected from each Land Use Class in the Major Improvement Area for 2021-22 is shown in Table II-K on the following page.

(the remainder of this page is intentionally left blank)

Table II-K
Annual Installment Per Unit – Major Improvement Area

Land Use Class	Annual Installment Per Equivalent Unit[1]	Equivalent Unit Factor	Annual Installment Per Land Use Class[1]
Lot Type 1 (80' Lot)	$1,196.27	1.00	$1,196.27
Lot Type 2 (70' Lot)	$1,196.27	0.92	$1,100.57
Lot Type 3 (60' Lot)	$1,196.27	0.81	$968.98
Lot Type 4 (50' Lot)	$1,196.27	0.76	$909.17
Lot Type 5 (40' Lot)	$1,196.27	0.65	$777.58
Lot Type 6 (25' Lot)	$1,196.27	0.47	$562.25

1 – Annual Installment per Equivalent Unit and Annual Installment per Land Class Use represents the gross Annual Installment to be billed and does not reflect applicable TIRZ Credits.

The list of Parcels within the Major Improvement Area of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment for Principal and Interest, the Administrative Expenses, the applicable TIRZ Credit and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix E-1.

G. ANNUAL BUDGET – IMPROVEMENT AREA #2

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment securing the Improvement Area #2 Refunding and Improvement Bonds shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Improvement Area #2 Refunding and Improvement Bonds, of which twenty-seven (27) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Improvement Area #2 Refunding and Improvement Bonds. The effective interest rate on the Improvement Area #2 Refunding and Improvement Bonds is 6.27 percent per annum for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Improvement Area #2 Refunding and Improvement Bonds (6.27 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

(the remainder of this page is intentionally left blank)

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan and Bond Ordinance, such as the TIRZ Credit and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Improvement Area #2 Refunding and Improvement Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment reserve and delinquency reserve amounts as described in the Updated Service and Assessment plan and applicable Trust Indenture.

Improvement Area #2 - Annual Installments to be Collected for 2021-22

The budget for Improvement Area #2 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-L below.

Table II-L
Budget for the Improvement Area #2 Annual Installments to be Collected for 2021-22

Descriptions	Improvement Area #2 Refunding and Improvement Bonds
Interest payment on March 1, 2022	$377,839
Interest payment on September 1, 2022	$377,839
Principal payment on September 1, 2022	$141,586
Subtotal debt service on bonds	*$897,263*
Administrative Expenses	$47,000
Excess interest for prepayment and delinquency reserves	$60,272
Subtotal Expenses	*$1,004,535*
Available TIRZ Credit	($322,624)
Available reserve fund income	$0
Available capitalized interest account	$0
Available Administrative Expense account	$0
Subtotal funds available	*($322,624)*
Annual Installments	**$681,911**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $377,839 and on September 1, 2022 in the amount of $377,839 which equal interest on the outstanding Improvement Area #2 Assessments balance of $12,054,428 for six months each and an effective interest rate of 6.27 percent. Annual Installments to be collected include a principal amount of $141,586 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $897,263.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, Trustee, Auditor expenses and contingency fees. As shown in Table II-M below, the Improvement Area #2 total administrative expenses to be collected for 2021-22 are estimated to be $47,000.

Table II-M
Improvement Area #2 Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$6,400
PID Administrator	$18,000
Trustee	$10,000
Auditor	$8,200
Contingency	$4,400
Total	**$47,000**

Available TIRZ Credit

According to the Town, there have been TIRZ increments collected in tax year 2020 in the total amount of $322,624 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within Improvement Area #2 of the PID. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. The Improvement Area #2 TIRZ Credit calculations are shown in Appendix F-2 of this report.

Available Reserve Fund Income

As of June 30, 2021, the balance in the Reserve Fund was $915,108, which includes the Bond Reserve Requirement of $905,125 and investment income in the amount of $9,983, which was budgeted to be used to pay debt service on September 1, 2021. As a result, there are no funds available in the Reserve fund to reduce the 2021-22 Annual Installment.

Available Capitalized Interest Account

As of June 30, 2021, the Trustee reported that the Capitalized Interest Fund been fully expended. As a result, there is no credit to reduce the Annual Installment.

Available Administrative Expense Account

As of June 30, 2021, the balance in the Administrative Expense Fund was $34,125. Approximately $34,125 are anticipated to be used until January 31, 2021. As a result, there are no funds available to reduce the administrative expense portion of the Annual Installment.

H. ANNUAL INSTALLMENTS PER UNIT – IMPROVEMENT AREA #2

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Improvement Area #2 Refunding and Improvement Bonds, to fund the prepayment reserve and delinquency reserve and to cover Administrative Expenses of Improvement Area #2. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel.

According to the Developer, 444 units representing 315.66 total Equivalent Units are expected to be built within Improvement Area #2 of the PID. According to Trustee records, two 60' Lots have prepaid their Improvement Area #2 Assessment in full. As a result, the outstanding Improvement Area #2 total Equivalent Units are 314.36 (315.66 - 0.65 - 0.65 = 314.36). Accordingly, the Annual Assessment for Principal and Interest to be collected will be $3,045.98 (i.e. ($897,263 + $60,272) ÷ 314.36 = $3,045.98) and the Administrative Expenses to be collected from each Equivalent Unit will be $149.51 (i.e. $47,000 ÷ 314.36 = $149.51). As a result, the total Annual Installment to be collected from each Equivalent Unit within Improvement Area #2 will be $3,195.49 (i.e. $3,045.98 + $149.51 = $3,195.49). The Annual Installment to be collected from each Parcel within Improvement Area #2 (before any applicable TIRZ Credit) is calculated by multiplying the Annual Installment for each Equivalent Unit of $3,195.49 by the total estimated Equivalent Units for each Parcel in Improvement Area #2.

The Annual Installment due to be collected from each Land Use Class in the Improvement Area #2 for 2021-22 is shown in Table II-N on the following page.

(the remainder of this page is intentionally left blank)

Table II-N
Annual Installment Per Unit – Improvement Area #2

Land Use Class	Annual Installment Per Equivalent Unit[1]	Equivalent Unit Factor	Annual Installment Per Land Use Class[1,2]
Lot Type 3 (60' Lot)	$3,195.49	0.81	$2,588.35
Lot Type 4 (50' Lot)	$3,195.49	0.76	$2,428.58
Lot Type 5 (40' Lot)	$3,195.49	0.65	$2,077.07

1 – Annual Installment per Equivalent Unit and Annual Installment per Land Class Use represents the gross Annual Installment to be billed and does not reflect applicable TIRZ Credits.
2 – Annual Installment per Equivalent Unit does not reflect Annual Installments to be billed for partially, or fully, prepaid Parcels.

The list of Parcels within Improvement Area #2 of the PID, the estimated number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment for Principal and Interest, the Administrative Expenses, the applicable TIRZ Credit and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix F-1.

I. ANNUAL BUDGET – PHASE #3B

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the timeframe stipulated in the 2017 annual updates and Ordinance No. 1441 approved by Town Council on December 19, 2017 (the "Deferral Ordinance") following the conditions stipulated in the Deferral Ordinance for the collection of Annual Installments within Phase #2.

Pursuant to the Deferral Ordinance, the collection of the Assessment associated with the Phase #2 Improvements (which includes the Phase #3B Local Improvements), including the Phase #2 Annual Installments reflected in the Annual Service Plan Update was deferred until the earlier of (i) the date Assessments to support one or more bonds issued to finance Authorized Improvements within the PID are levied or (ii) June 5, 2019, the date immediately preceding the two year anniversary of the levy of Assessments on property (excluding non-benefitted property) located within Phase #2 of the PID. The Assessments shall be due and payable as Annual Installments due for the Phase #2 Improvements without any interest or penalty for past due payments and will be processed in the same manner as other Assessments related to improvements and expenses within the PID are processed, which Assessments shall be due and payable by January 31 of the calendar year immediately following the item reflected in (i) or (ii) above, as applicable.

(the remainder of this page is intentionally left blank)

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #3B Reimbursement Agreement commencing with the issuance of the Phase #3B Reimbursement Agreement. The effective interest rate on the Phase #3B Reimbursement Agreement is 9.01 percent for 2021-22. Accordingly, the effective interest rate on the Phase #3B Reimbursement Agreement (9.01 percent) are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #3B Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Phase #3B Reimbursement Agreement Annual Installments to be Collected for 2021-22

The budget for Phase #3B of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-O below.

Table II-O
Budget for the Phase #3B Annual Installments
to be Collected for 2021-22

Descriptions	Phase #3B Reimbursement Agreement
Interest payment on March 1, 2022	$112,864
Interest payment on September 1, 2022	$112,864
Principal payment on September 1, 2022	$24,962
Subtotal debt service on reimbursement agreement	*$250,690*
Administrative Expenses	$21,000
Subtotal Expenses	*$271,690*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$271,690**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2022 in the amount of $112,864 and on September 1, 2022 in the amount of $112,864 which equal interest on the outstanding Phase #3B Reimbursement Assessment balance of $2,505,306 for six months each and an effective interest rate of 9.01 percent. Annual Installments to be collected include a principal amount of $24,962 due on September 1, 2022. As a result, total Annual Installments to be collected for principal and interest in 2021-22 is estimated to be equal to $250,690.

Administrative Expenses

Administrative expenses include the Town, PID Administrator, Trustee, Auditor expenses and contingency fees. As shown in Table II-P below, the Improvement Area #2 total administrative expenses to be collected for 2021-22 are estimated to be $21,000.

Table II-P
Phase #3B Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$2,000
PID Administrator	$15,000
Trustee	$0
Auditor	$2,600
Contingency	$1,400
Total	**$21,000**

Available Administrative Expense Account

As of June 30, 2021, there are no funds available to reduce the administrative expense portion of the Annual Installment.

J. Annual Installments Per Unit - Phase #3B

According to the Updated Service and Assessment Plan, 139 units representing 92.66 total Equivalent Units are estimated to be built within Phase #3B of the PID. Accordingly, the Annual Assessment for Principal and Interest portion of Annual Installment to be collected from each Equivalent Unit will be $2,705.49 (i.e. $250,690 ÷ 92.66 = $2,705.49) and the Administrative Expenses to be collected from each Equivalent Unit will be $226.64 (i.e. $21,000 ÷ 92.66 = $226.64). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #3B will be $2,932.12 (i.e. $2,705.49 + $226.64 = $2,932.12). The Annual Installment to be collected from each Parcel within Phase #3B is calculated by multiplying the Annual Installment for each Equivalent Unit of $2,932.12 by the total estimated Equivalent Units for each Parcel in Phase #3B.

The Annual Installment due to be collected from each Land Use Class in Phase #3B for 2021-22 is shown in Table II-Q below.

Table II-Q
Annual Installment Per Unit – Phase #3B

Land Use Class	Annual Installment Per Equivalent Unit[1]	Equivalent Unit Factor	Annual Installment Per Land Use Class[1]
Lot Type 4 (50' Lot)	$2,932.12	0.76	$2,228.41
Lot Type 5 (40' Lot)	$2,932.12	0.65	$1,905.88

1 – Annual Installment per Equivalent Unit and Annual Installment per Land Class Use represents the gross Annual Installment to be billed and does not reflect applicable TIRZ Credits.

The list of Parcels within Phase #3B of the PID, the estimated number of units to be developed on the current residential Parcels, the total Assessment, the Annual Assessment for Principal and Interest, the Administrative Expenses, the applicable TIRZ Credit and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll summary attached hereto as Appendix G.

K. BOND REDEMPTION RELATED UPDATES

Phase #1 Refunding and Improvement Bonds

The Phase #1 Refunding and Improvement Bonds were issued in February 2018. Pursuant to Section 4.3 of the Trust Indenture relating to the Phase #1 Refunding and Improvement Bonds, the Town reserves the right and option to redeem the Phase #1 Refunding and Improvement Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2028**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the Trust Indenture.

Major Improvement Area Refunding Bonds

The Major Improvement Area Refunding Bonds were issued in February 2018. Pursuant to Section 4.3 of the Trust Indenture relating to the Major Improvement Area Refunding Bonds, the Town reserves the right and option to redeem the Major Improvement Area Refunding Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2028**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the Trust Indenture.

Improvement Area #2 Refunding and Improvement Bonds

The Improvement Area #2 Refunding and Improvement Bonds were issued in February 2018. Pursuant to Section 4.3 of the Trust Indenture relating to the Improvement Area #2 Refunding and Improvement Bonds, the Town reserves the right and option to redeem the Improvement Area #2 Refunding and Improvement Bonds before their scheduled maturity dates, in whole or in part, on any interest payment date on or after **September 1, 2028**, such redemption date or dates to be fixed by the Town, at the redemption prices and dates shown in the Trust Indenture.

(the remainder of this page left intentionally blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Updated Service and Assessment Plan adopted by the Town Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

Assessment Methodology

This method of assessing property has not been changed other than those described in the initial Annual Service Plan Update for 2016 approved on August 2, 2016 and Assessed Property will continue to be assessed as provided for in the Updated Service and Assessment Plan.

(the remainder of this page left intentionally blank)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in 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.H of this Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix D-1, E-1, F-1 and G. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Updated Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Denton County CAD online records, Phase #3B of the PID were subdivided in 2019 and the Assessments were allocated proportionally according to lot type. The various Phase #3B Lots were officially recognized within the Denton County Appraisal District records for 2020.

The 2020-21 Annual Service Plan Update was amended and approved by Town Council on January 19, 2021, pursuant to the amended Phase #3B Lot Type identification provided by the project engineer on November 12, 2020. These changes do not affect the budget and are limited to updating the Phase #3B Assessment Roll as shown in the Phase #3B Assessment Roll Summary as shown in Appendix G.

B. PREPAYMENT OF ASSESSMENTS

Parcel 662606 has paid their Phase #1 Assessments in full and Parcels 717668 and 717719 have paid their Improvement Area #2 Assessments in full as of June 30, 2021. As of the same date, Parcel 662543 has made a partial prepayment in the amount of $10,000.

The complete Assessment Roll is available for review at the Town Hall, located at 100 W Eldorado Pkwy, Little Elm, Texas 75068.

(the remainder of this page left intentionally blank)

Appendix A
PID MAP

EXHIBIT D
CONCEPT PLAN

Existing Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 1		62.4
60'x 120' Lot	169	
80'x 135' Lot	41	
Total Lots	210	
Phase 2A		51.9
60'x 120' Lot	154	
Total Lots	154	
Phase 3		80.7
3A 40'x 100' Lot	126	24.2
3A 50'x 115' Lot	14	
3B 40'x 100' Lot	118	28.5
3B 50'x 115' Lot	21	
3C 40'x 100' Lot	142	28.0
3C 50'x 115' Lot	8	
Total Lots	429	

Phase 2B - Amendment No. 4

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B 60'x 120' Lot	175	
Total Lots	175	

Proposed Phase 2B - Amendment No. 6

Approved Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 2B		57.7
2B-1 60'x 120' Lot	89	28.8
2B-2 60'x 120' Lot	90	28.9
Total Lots	179	

Phase 4 - Amendment No. 4

Future Phases

DATA TABLE

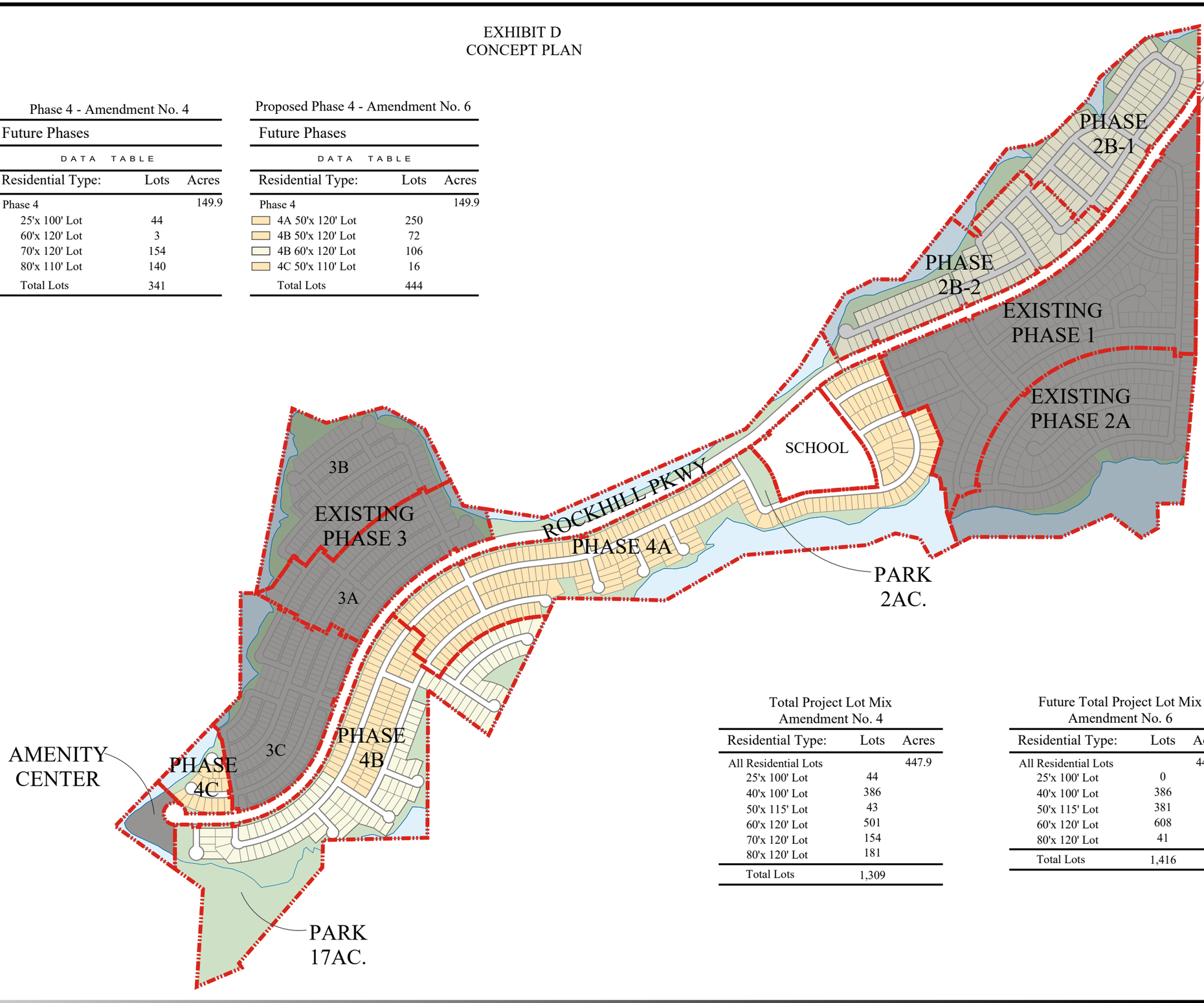
Residential Type:	Lots	Acres
Phase 4		149.9
25'x 100' Lot	44	
60'x 120' Lot	3	
70'x 120' Lot	154	
80'x 110' Lot	140	
Total Lots	341	

Proposed Phase 4 - Amendment No. 6

Future Phases

DATA TABLE

Residential Type:	Lots	Acres
Phase 4		149.9
4A 50'x 120' Lot	250	
4B 50'x 120' Lot	72	
4B 60'x 120' Lot	106	
4C 50'x 110' Lot	16	
Total Lots	444	



Total Project Lot Mix
Amendment No. 4

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	44	
40'x 100' Lot	386	
50'x 115' Lot	43	
60'x 120' Lot	501	
70'x 120' Lot	154	
80'x 120' Lot	181	
Total Lots	1,309	

Future Total Project Lot Mix
Amendment No. 6

Residential Type:	Lots	Acres
All Residential Lots		447.9
25'x 100' Lot	0	
40'x 100' Lot	386	
50'x 115' Lot	381	
60'x 120' Lot	608	
80'x 120' Lot	41	
Total Lots	1,416	

S:\2019\2019004-00 Valencia\CAD\04-EXHIBITS\2019004-00LP11ValenciaExhibit D 01132021.dwg Jan 13,2021 - 4:55 pm chancock

Appendix B
Prepaid Parcels

APPENDIX B
LIST OF PREPAID PARCELS

Parcel ID	Prepayment Date	Amount	Full/Partial
662606	5/25/2018	$31,554.88	Full
662543	4/9/2021	$10,000.00	Partial
717668	12/13/2019	$25,817.82	Full
717719	5/11/2021	$25,216.79	Full

Appendix C
Assessed Values

APPENDIX C
ASSESSED VALUE BY PHASE

Phase	Parcels	2021 Assessed Value[1]
Phase #1	215	$81,972,841
Improvement Area #2	453	$135,601,856
Major Improvement Area Parent Parcels	6	$2,046,984
Phase #3B	140	$26,518,098
Total	**814**	**$246,139,779**

1 - Per Denton CAD records as of August 4, 2021. Denton CAD records did not provide values for eighteen (18) properties throughout the PID.

Appendix D-1
PHASE #1 ASSESSMENT ROLL SUMMARY – 2021-22

Appendix D-1
Assessment Roll Summary - Phase #1
2021-22

Parcel	Lot Type	Equivalent Unit Factor	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
662496	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,042.69)	$1,630.15
662497	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($569.71)	$2,103.12
662498	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($670.10)	$2,002.74
662499	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($574.69)	$2,098.15
662500	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($653.93)	$2,018.90
662501	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,178.10)	$1,494.73
662502	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,130.19)	$1,542.64
662503	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,225.34)	$1,447.50
662504	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,243.19)	$1,429.65
662505	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,133.18)	$1,539.65
662506	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($959.35)	$1,713.49
662507	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($612.32)	$2,060.52
662508	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($675.51)	$1,997.32
662509	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($900.92)	$1,771.91
662510	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,076.54)	$1,596.30
662511	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($920.86)	$1,751.97
662512	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($875.55)	$1,797.28
744817[1]	3	0.41	$15,249.98	$170.31	$998.37	$76.25	$91.48	($521.11)	$815.31
662513[1]	3	0.41	$15,249.98	$170.31	$998.37	$76.25	$91.48	($536.05)	$800.37
662514	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($629.51)	$2,043.32
662515	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,188.24)	$1,484.59
662516	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,057.81)	$1,615.02
662517	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,064.66)	$1,608.18
662518	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,036.14)	$1,636.69
662519	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($917.65)	$1,755.19
662520	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,079.41)	$1,593.43
662521	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,022.11)	$1,650.72
662522	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,138.21)	$1,534.62
662523	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,111.12)	$1,561.71
662524	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,110.87)	$1,561.96
662525	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,303.40)	$1,369.43
662526	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($971.76)	$1,701.07
662527	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,175.01)	$1,497.82
662528	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
662529	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,404.81)	$1,268.03
662530	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,245.08)	$1,427.75
662531	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,105.79)	$1,567.04
662532	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,080.28)	$1,592.56
662533	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	$0.00	$2,672.84
662534	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,066.64)	$1,606.19
662535	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($981.10)	$1,691.74
662536	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,261.94)	$1,410.90
662537	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	$0.00	$2,672.84
662538	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,120.73)	$1,552.10
662539	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,071.64)	$1,601.19
662540	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,314.03)	$1,358.81
662541	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,044.60)	$1,628.24
662542	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,225.34)	$1,447.50
662543	3	0.54	$20,478.44	$228.70	$1,340.66	$102.39	$182.97	($1,243.27)	$611.46
662544	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,322.29)	$1,350.54
662545	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,372.61)	$1,300.23
662546	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,129.70)	$1,543.13
662547	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,165.57)	$1,507.27
662548	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,074.93)	$1,597.91
662549	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,087.88)	$1,584.96
662550	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,075.91)	$1,596.93
662551	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,105.79)	$1,567.04
662552	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($886.44)	$1,786.40
662553	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($639.65)	$2,033.18
662554	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,026.32)	$1,646.52
662555	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,120.73)	$1,552.10
662556	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,068.48)	$1,604.36
662557	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,157.38)	$1,515.46
662558	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,069.15)	$1,603.68
662559	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,144.16)	$1,528.67
662560	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,044.54)	$1,628.30
662561	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,057.98)	$1,614.86
662562	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,062.37)	$1,610.47
662563	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,024.70)	$1,648.13
662564	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,210.90)	$1,461.93
662565	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($969.21)	$1,703.62
662566	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,075.91)	$1,596.93

Parcel	Lot Type	Equivalent Unit Factor	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
662567	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,066.51)	$1,606.33
662568	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,164.65)	$1,508.19
662569	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,022.08)	$1,650.75
662570	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,176.49)	$1,496.35
662571	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,072.00)	$1,600.83
662572	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,126.45)	$1,546.39
662573	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,168.55)	$1,504.28
662574	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,065.11)	$1,607.73
662575	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,302.24)	$1,370.60
662576	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,237.86)	$1,434.97
662577	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,231.62)	$1,441.22
662578	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,026.72)	$1,646.11
662579	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,041.35)	$1,631.48
662580	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,107.24)	$1,565.59
662581	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,309.70)	$1,363.13
662582	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
662583	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,272.84)	$1,400.00
662584	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,001.19)	$1,671.65
662585	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,225.04)	$1,447.79
662586	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($957.69)	$1,715.14
662587	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,009.68)	$1,663.15
662588	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,019.44)	$1,653.40
662589	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,204.77)	$1,468.06
662590	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,185.36)	$1,487.47
662591	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,011.03)	$1,661.80
662592	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,201.12)	$1,471.72
662593	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,241.25)	$1,431.59
662594	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,180.51)	$1,492.33
662595	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,225.04)	$1,447.79
662596	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($916.31)	$1,756.53
662597	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,054.99)	$1,617.85
662598	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
662599	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,071.41)	$1,601.42
662600	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,013.88)	$1,658.96
662601	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($960.00)	$1,712.84
662602	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($967.47)	$1,705.37
662603	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,353.82)	$1,319.01
662604	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,411.91)	$1,260.92
662605	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,042.22)	$1,630.61
662606	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
662607	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($910.97)	$1,761.87
662608	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,014.96)	$1,657.87
662609	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,222.35)	$1,450.49
662610	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	$0.00	$2,672.84
662611	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,111.77)	$1,561.07
662612	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,055.86)	$1,616.97
662613	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,037.06)	$1,635.78
662614	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($824.97)	$1,847.87
662615	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($927.06)	$1,745.78
662616	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,021.72)	$1,651.12
662617	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,135.68)	$1,537.15
662618	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,270.07)	$1,402.76
662619	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,198.44)	$1,474.39
662620	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,093.84)	$1,579.00
662621	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($983.26)	$1,689.58
662622	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,030.24)	$1,642.60
662623	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,270.17)	$1,402.67
662624	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,209.91)	$1,462.93
662625	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,090.50)	$1,582.34
662626	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,084.87)	$1,587.96
662627	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($595.16)	$2,077.67
662628	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,233.06)	$1,439.77
662629	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,060.96)	$1,611.87
662630	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($885.91)	$1,786.93
662631	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($804.06)	$1,868.78
662632	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,190.45)	$1,482.39
662633	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,204.74)	$1,468.09
662634	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($918.85)	$1,753.99
662635	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,108.14)	$1,564.70
662636	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($986.25)	$1,686.59
662637	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,046.02)	$1,626.81
662638	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,371.14)	$1,301.69
662639	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,216.37)	$1,456.46
662640	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,240.28)	$1,432.56
662641	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,318.31)	$1,354.53
662642	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,515.66)	$1,157.18

Parcel	Lot Type	Equivalent Unit Factor	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
662643	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,042.79)	$1,630.05
662644	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,102.23)	$1,570.60
662645	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,262.15)	$1,410.68
662646	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,086.23)	$1,586.60
662647	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,208.25)	$1,464.58
662648	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,334.78)	$1,338.06
662649	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,154.70)	$1,518.14
662650	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,146.47)	$1,526.37
662651	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,023.96)	$1,648.88
662652	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,026.15)	$1,646.69
662653	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($950.44)	$1,722.39
662654	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,180.56)	$1,492.28
662655	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,335.96)	$1,963.84
662656	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	$0.00	$3,299.80
662657	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,072.19)	$2,227.61
662658	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,134.99)	$2,164.81
662659	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,477.16)	$1,822.64
662660	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,207.71)	$2,092.09
662661	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,292.47)	$2,007.33
662662	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($829.78)	$2,470.01
662663	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,362.58)	$1,937.22
662664	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,399.11)	$1,900.68
662665	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,180.51)	$2,119.29
662666	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,150.62)	$2,149.18
662667	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,409.82)	$1,889.98
662668	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,315.00)	$1,984.80
662669	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,282.93)	$2,016.87
662670	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	$0.00	$3,299.80
662671	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($912.07)	$2,387.73
662672	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,089.11)	$2,210.68
662673	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,322.44)	$1,977.35
662674	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,360.55)	$1,939.25
662675	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,228.76)	$2,071.04
662676	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
662677	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,049.01)	$1,623.83
662678	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($257.77)	$2,415.06
662679	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($257.77)	$2,415.06
662680	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,330.96)	$1,341.87
662681	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,020.98)	$1,651.86
662682	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($910.25)	$1,762.59
662683	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,091.18)	$1,581.65
662684	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($896.59)	$1,776.24
662685	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	$0.00	$2,672.84
662686	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($50.64)	$2,622.19
662687	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,052.05)	$1,620.79
662688	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,282.27)	$1,390.56
662689	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,347.68)	$1,952.12
662690	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,253.27)	$2,046.53
662691	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,311.09)	$1,988.70
662692	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,049.79)	$2,250.00
662693	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,096.83)	$2,202.97
662694	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($983.26)	$2,316.54
662695	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,128.59)	$2,171.20
662696	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,195.45)	$2,104.34
662697	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,171.04)	$2,128.76
662698	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,154.11)	$2,145.69
662699	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,492.65)	$1,807.14
662700	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,412.37)	$1,887.43
662701	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,339.16)	$1,960.64
662702	3	0.81	$30,499.97	$340.62	$1,996.75	$152.50	$182.97	($1,210.39)	$1,462.44
662703	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,197.69)	$2,102.11
662704	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,258.91)	$2,040.89
662705	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	$0.00	$3,299.80
662706	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,186.49)	$2,113.31
662707	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,240.28)	$2,059.52
662708	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,133.31)	$2,166.49
662709	1	1.00	$37,654.28	$420.52	$2,465.12	$188.27	$225.89	($1,216.37)	$2,083.42
662710	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**176.81**	**$6,657,798.97**	**$74,353.85**	**$435,866.98**	**$33,288.99**	**$40,000.00**	**($221,658.37)**	**$361,851.46**

1 - Parcel's Equivalent Unit, Outstanding Assesssment, and Annual Installment due are split based upon ownership records per the Denton County Appraisal District as of August 4, 2021 and as a result, do not represent a new Lot Type.

Appendix D-2
PHASE #1 TIRZ CREDIT CALCULATIONS – 2021-22

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
662496	$0.00	$2,266.71	$2,266.71	($1,042.69)	($1,042.69)
662497	$0.00	$1,238.51	$1,238.51	($569.71)	($569.71)
662498	$0.00	$1,456.73	$1,456.73	($670.10)	($670.10)
662499	$0.00	$1,249.32	$1,249.32	($574.69)	($574.69)
662500	$0.00	$1,421.59	$1,421.59	($653.93)	($653.93)
662501	$0.00	$2,561.09	$2,561.09	($1,178.10)	($1,178.10)
662502	$0.00	$2,456.94	$2,456.94	($1,130.19)	($1,130.19)
662503	$0.00	$2,663.78	$2,663.78	($1,225.34)	($1,225.34)
662504	$0.00	$2,702.58	$2,702.58	($1,243.19)	($1,243.19)
662505	$0.00	$2,463.44	$2,463.44	($1,133.18)	($1,133.18)
662506	$0.00	$2,085.54	$2,085.54	($959.35)	($959.35)
662507	$0.00	$1,331.12	$1,331.12	($612.32)	($612.32)
662508	$0.00	$1,468.51	$1,468.51	($675.51)	($675.51)
662509	$0.00	$1,958.53	$1,958.53	($900.92)	($900.92)
662510	$0.00	$2,340.30	$2,340.30	($1,076.54)	($1,076.54)
662511	$0.00	$2,001.88	$2,001.88	($920.86)	($920.86)
662512	$0.00	$1,903.38	$1,903.38	($875.55)	($875.55)
744817[1]	$0.00	$1,132.85	$1,132.85	($521.11)	($521.11)
662513[1]	$0.00	$1,165.33	$1,165.33	($536.05)	($536.05)
662514	$0.00	$1,368.51	$1,368.51	($629.51)	($629.51)
662515	$0.00	$2,583.14	$2,583.14	($1,188.24)	($1,188.24)
662516	$0.00	$2,299.59	$2,299.59	($1,057.81)	($1,057.81)
662517	$0.00	$2,314.47	$2,314.47	($1,064.66)	($1,064.66)
662518	$0.00	$2,252.48	$2,252.48	($1,036.14)	($1,036.14)
662519	$0.00	$1,994.89	$1,994.89	($917.65)	($917.65)
662520	$0.00	$2,346.54	$2,346.54	($1,079.41)	($1,079.41)
662521	$0.00	$2,221.98	$2,221.98	($1,022.11)	($1,022.11)
662522	$0.00	$2,474.38	$2,474.38	($1,138.21)	($1,138.21)
662523	$0.00	$2,415.48	$2,415.48	($1,111.12)	($1,111.12)
662524	$0.00	$2,414.94	$2,414.94	($1,110.87)	($1,110.87)
662525	$0.00	$2,833.48	$2,833.48	($1,303.40)	($1,303.40)
662526	$0.00	$2,112.53	$2,112.53	($971.76)	($971.76)
662527	$0.00	$2,554.37	$2,554.37	($1,175.01)	($1,175.01)
662528	$0.00	$0.00	$0.00	$0.00	$0.00
662529	$0.00	$3,053.93	$3,053.93	($1,404.81)	($1,404.81)
662530	$0.00	$2,706.70	$2,706.70	($1,245.08)	($1,245.08)
662531	$0.00	$2,403.90	$2,403.90	($1,105.79)	($1,105.79)
662532	$0.00	$2,348.43	$2,348.43	($1,080.28)	($1,080.28)
662533	$0.00	$0.00	$0.00	$0.00	$0.00
662534	$0.00	$2,318.79	$2,318.79	($1,066.64)	($1,066.64)
662535	$0.00	$2,132.82	$2,132.82	($981.10)	($981.10)
662536	$0.00	$2,743.34	$2,743.34	($1,261.94)	($1,261.94)
662537	$0.00	$0.00	$0.00	$0.00	$0.00
662538	$0.00	$2,436.38	$2,436.38	($1,120.73)	($1,120.73)
662539	$0.00	$2,329.66	$2,329.66	($1,071.64)	($1,071.64)
662540	$0.00	$2,856.58	$2,856.58	($1,314.03)	($1,314.03)
662541	$0.00	$2,270.86	$2,270.86	($1,044.60)	($1,044.60)
662542	$0.00	$2,663.78	$2,663.78	($1,225.34)	($1,225.34)
662543	$0.00	$2,702.76	$2,702.76	($1,243.27)	($1,243.27)
662544	$0.00	$2,874.55	$2,874.55	($1,322.29)	($1,322.29)
662545	$0.00	$2,983.93	$2,983.93	($1,372.61)	($1,372.61)
662546	$0.00	$2,455.87	$2,455.87	($1,129.70)	($1,129.70)
662547	$0.00	$2,533.84	$2,533.84	($1,165.57)	($1,165.57)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
662548	$0.00	$2,336.80	$2,336.80	($1,074.93)	($1,074.93)
662549	$0.00	$2,364.95	$2,364.95	($1,087.88)	($1,087.88)
662550	$0.00	$2,338.93	$2,338.93	($1,075.91)	($1,075.91)
662551	$0.00	$2,403.90	$2,403.90	($1,105.79)	($1,105.79)
662552	$0.00	$1,927.04	$1,927.04	($886.44)	($886.44)
662553	$0.00	$1,390.55	$1,390.55	($639.65)	($639.65)
662554	$0.00	$2,231.13	$2,231.13	($1,026.32)	($1,026.32)
662555	$0.00	$2,436.38	$2,436.38	($1,120.73)	($1,120.73)
662556	$0.00	$2,322.78	$2,322.78	($1,068.48)	($1,068.48)
662557	$0.00	$2,516.04	$2,516.04	($1,157.38)	($1,157.38)
662558	$0.00	$2,324.24	$2,324.24	($1,069.15)	($1,069.15)
662559	$0.00	$2,487.31	$2,487.31	($1,144.16)	($1,144.16)
662560	$0.00	$2,270.73	$2,270.73	($1,044.54)	($1,044.54)
662561	$0.00	$2,299.95	$2,299.95	($1,057.98)	($1,057.98)
662562	$0.00	$2,309.50	$2,309.50	($1,062.37)	($1,062.37)
662563	$0.00	$2,227.61	$2,227.61	($1,024.70)	($1,024.70)
662564	$0.00	$2,632.40	$2,632.40	($1,210.90)	($1,210.90)
662565	$0.00	$2,106.98	$2,106.98	($969.21)	($969.21)
662566	$0.00	$2,338.93	$2,338.93	($1,075.91)	($1,075.91)
662567	$0.00	$2,318.50	$2,318.50	($1,066.51)	($1,066.51)
662568	$0.00	$2,531.84	$2,531.84	($1,164.65)	($1,164.65)
662569	$0.00	$2,221.92	$2,221.92	($1,022.08)	($1,022.08)
662570	$0.00	$2,557.58	$2,557.58	($1,176.49)	($1,176.49)
662571	$0.00	$2,330.44	$2,330.44	($1,072.00)	($1,072.00)
662572	$0.00	$2,448.80	$2,448.80	($1,126.45)	($1,126.45)
662573	$0.00	$2,540.33	$2,540.33	($1,168.55)	($1,168.55)
662574	$0.00	$2,315.45	$2,315.45	($1,065.11)	($1,065.11)
662575	$0.00	$2,830.95	$2,830.95	($1,302.24)	($1,302.24)
662576	$0.00	$2,691.01	$2,691.01	($1,237.86)	($1,237.86)
662577	$0.00	$2,677.43	$2,677.43	($1,231.62)	($1,231.62)
662578	$0.00	$2,232.01	$2,232.01	($1,026.72)	($1,026.72)
662579	$0.00	$2,263.81	$2,263.81	($1,041.35)	($1,041.35)
662580	$0.00	$2,407.05	$2,407.05	($1,107.24)	($1,107.24)
662581	$0.00	$2,847.18	$2,847.18	($1,309.70)	($1,309.70)
662582	$0.00	$0.00	$0.00	$0.00	$0.00
662583	$0.00	$2,767.04	$2,767.04	($1,272.84)	($1,272.84)
662584	$0.00	$2,176.50	$2,176.50	($1,001.19)	($1,001.19)
662585	$0.00	$2,663.14	$2,663.14	($1,225.04)	($1,225.04)
662586	$0.00	$2,081.94	$2,081.94	($957.69)	($957.69)
662587	$0.00	$2,194.96	$2,194.96	($1,009.68)	($1,009.68)
662588	$0.00	$2,216.17	$2,216.17	($1,019.44)	($1,019.44)
662589	$0.00	$2,619.07	$2,619.07	($1,204.77)	($1,204.77)
662590	$0.00	$2,576.87	$2,576.87	($1,185.36)	($1,185.36)
662591	$0.00	$2,197.90	$2,197.90	($1,011.03)	($1,011.03)
662592	$0.00	$2,611.12	$2,611.12	($1,201.12)	($1,201.12)
662593	$0.00	$2,698.36	$2,698.36	($1,241.25)	($1,241.25)
662594	$0.00	$2,566.32	$2,566.32	($1,180.51)	($1,180.51)
662595	$0.00	$2,663.14	$2,663.14	($1,225.04)	($1,225.04)
662596	$0.00	$1,991.97	$1,991.97	($916.31)	($916.31)
662597	$0.00	$2,293.45	$2,293.45	($1,054.99)	($1,054.99)
662598	$0.00	$0.00	$0.00	$0.00	$0.00
662599	$0.00	$2,329.16	$2,329.16	($1,071.41)	($1,071.41)
662600	$0.00	$2,204.08	$2,204.08	($1,013.88)	($1,013.88)
662601	$0.00	$2,086.95	$2,086.95	($960.00)	($960.00)
662602	$0.00	$2,103.19	$2,103.19	($967.47)	($967.47)
662603	$0.00	$2,943.09	$2,943.09	($1,353.82)	($1,353.82)
662604	$0.00	$3,069.38	$3,069.38	($1,411.91)	($1,411.91)
662605	$0.00	$2,265.70	$2,265.70	($1,042.22)	($1,042.22)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
662606	$0.00	$0.00	$0.00	$0.00	PREPAID
662607	$0.00	$1,980.36	$1,980.36	($910.97)	($910.97)
662608	$0.00	$2,206.44	$2,206.44	($1,014.96)	($1,014.96)
662609	$0.00	$2,657.28	$2,657.28	($1,222.35)	($1,222.35)
662610	$0.00	$0.00	$0.00	$0.00	$0.00
662611	$0.00	$2,416.89	$2,416.89	($1,111.77)	($1,111.77)
662612	$0.00	$2,295.35	$2,295.35	($1,055.86)	($1,055.86)
662613	$0.00	$2,254.47	$2,254.47	($1,037.06)	($1,037.06)
662614	$0.00	$1,793.41	$1,793.41	($824.97)	($824.97)
662615	$0.00	$2,015.34	$2,015.34	($927.06)	($927.06)
662616	$0.00	$2,221.13	$2,221.13	($1,021.72)	($1,021.72)
662617	$0.00	$2,468.87	$2,468.87	($1,135.68)	($1,135.68)
662618	$0.00	$2,761.03	$2,761.03	($1,270.07)	($1,270.07)
662619	$0.00	$2,605.31	$2,605.31	($1,198.44)	($1,198.44)
662620	$0.00	$2,377.91	$2,377.91	($1,093.84)	($1,093.84)
662621	$0.00	$2,137.52	$2,137.52	($983.26)	($983.26)
662622	$0.00	$2,239.65	$2,239.65	($1,030.24)	($1,030.24)
662623	$0.00	$2,761.23	$2,761.23	($1,270.17)	($1,270.17)
662624	$0.00	$2,630.23	$2,630.23	($1,209.91)	($1,209.91)
662625	$0.00	$2,370.65	$2,370.65	($1,090.50)	($1,090.50)
662626	$0.00	$2,358.42	$2,358.42	($1,084.87)	($1,084.87)
662627	$0.00	$1,293.83	$1,293.83	($595.16)	($595.16)
662628	$0.00	$2,680.57	$2,680.57	($1,233.06)	($1,233.06)
662629	$0.00	$2,306.44	$2,306.44	($1,060.96)	($1,060.96)
662630	$0.00	$1,925.89	$1,925.89	($885.91)	($885.91)
662631	$0.00	$1,747.95	$1,747.95	($804.06)	($804.06)
662632	$0.00	$2,587.93	$2,587.93	($1,190.45)	($1,190.45)
662633	$0.00	$2,619.01	$2,619.01	($1,204.74)	($1,204.74)
662634	$0.00	$1,997.50	$1,997.50	($918.85)	($918.85)
662635	$0.00	$2,409.00	$2,409.00	($1,108.14)	($1,108.14)
662636	$0.00	$2,144.02	$2,144.02	($986.25)	($986.25)
662637	$0.00	$2,273.96	$2,273.96	($1,046.02)	($1,046.02)
662638	$0.00	$2,980.74	$2,980.74	($1,371.14)	($1,371.14)
662639	$0.00	$2,644.29	$2,644.29	($1,216.37)	($1,216.37)
662640	$0.00	$2,696.26	$2,696.26	($1,240.28)	($1,240.28)
662641	$0.00	$2,865.89	$2,865.89	($1,318.31)	($1,318.31)
662642	$0.00	$3,294.91	$3,294.91	($1,515.66)	($1,515.66)
662643	$0.00	$2,266.93	$2,266.93	($1,042.79)	($1,042.79)
662644	$0.00	$2,396.16	$2,396.16	($1,102.23)	($1,102.23)
662645	$0.00	$2,743.81	$2,743.81	($1,262.15)	($1,262.15)
662646	$0.00	$2,361.37	$2,361.37	($1,086.23)	($1,086.23)
662647	$0.00	$2,626.64	$2,626.64	($1,208.25)	($1,208.25)
662648	$0.00	$2,901.69	$2,901.69	($1,334.78)	($1,334.78)
662649	$0.00	$2,510.21	$2,510.21	($1,154.70)	($1,154.70)
662650	$0.00	$2,492.32	$2,492.32	($1,146.47)	($1,146.47)
662651	$0.00	$2,226.00	$2,226.00	($1,023.96)	($1,023.96)
662652	$0.00	$2,230.75	$2,230.75	($1,026.15)	($1,026.15)
662653	$0.00	$2,066.18	$2,066.18	($950.44)	($950.44)
662654	$0.00	$2,566.43	$2,566.43	($1,180.56)	($1,180.56)
662655	$0.00	$2,904.26	$2,904.26	($1,335.96)	($1,335.96)
662656	$0.00	$0.00	$0.00	$0.00	$0.00
662657	$0.00	$2,330.85	$2,330.85	($1,072.19)	($1,072.19)
662658	$0.00	$2,467.37	$2,467.37	($1,134.99)	($1,134.99)
662659	$0.00	$3,211.22	$3,211.22	($1,477.16)	($1,477.16)
662660	$0.00	$2,625.45	$2,625.45	($1,207.71)	($1,207.71)
662661	$0.00	$2,809.71	$2,809.71	($1,292.47)	($1,292.47)
662662	$0.00	$1,803.88	$1,803.88	($829.78)	($829.78)
662663	$0.00	$2,962.12	$2,962.12	($1,362.58)	($1,362.58)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
662664	$0.00	$3,041.55	$3,041.55	($1,399.11)	($1,399.11)
662665	$0.00	$2,566.32	$2,566.32	($1,180.51)	($1,180.51)
662666	$0.00	$2,501.35	$2,501.35	($1,150.62)	($1,150.62)
662667	$0.00	$3,064.82	$3,064.82	($1,409.82)	($1,409.82)
662668	$0.00	$2,858.69	$2,858.69	($1,315.00)	($1,315.00)
662669	$0.00	$2,788.98	$2,788.98	($1,282.93)	($1,282.93)
662670	$0.00	$0.00	$0.00	$0.00	$0.00
662671	$0.00	$1,982.76	$1,982.76	($912.07)	($912.07)
662672	$0.00	$2,367.64	$2,367.64	($1,089.11)	($1,089.11)
662673	$0.00	$2,874.88	$2,874.88	($1,322.44)	($1,322.44)
662674	$0.00	$2,957.72	$2,957.72	($1,360.55)	($1,360.55)
662675	$0.00	$2,671.22	$2,671.22	($1,228.76)	($1,228.76)
662676	$0.00	$0.00	$0.00	$0.00	$0.00
662677	$0.00	$2,280.45	$2,280.45	($1,049.01)	($1,049.01)
662678	$0.00	$560.37	$560.37	($257.77)	($257.77)
662679	$0.00	$560.37	$560.37	($257.77)	($257.77)
662680	$0.00	$2,893.40	$2,893.40	($1,330.96)	($1,330.96)
662681	$0.00	$2,219.52	$2,219.52	($1,020.98)	($1,020.98)
662682	$0.00	$1,978.80	$1,978.80	($910.25)	($910.25)
662683	$0.00	$2,372.14	$2,372.14	($1,091.18)	($1,091.18)
662684	$0.00	$1,949.11	$1,949.11	($896.59)	($896.59)
662685	$0.00	$0.00	$0.00	$0.00	$0.00
662686	$0.00	$110.09	$110.09	($50.64)	($50.64)
662687	$0.00	$2,287.06	$2,287.06	($1,052.05)	($1,052.05)
662688	$0.00	$2,787.55	$2,787.55	($1,282.27)	($1,282.27)
662689	$0.00	$2,929.73	$2,929.73	($1,347.68)	($1,347.68)
662690	$0.00	$2,724.49	$2,724.49	($1,253.27)	($1,253.27)
662691	$0.00	$2,850.20	$2,850.20	($1,311.09)	($1,311.09)
662692	$0.00	$2,282.16	$2,282.16	($1,049.79)	($1,049.79)
662693	$0.00	$2,384.41	$2,384.41	($1,096.83)	($1,096.83)
662694	$0.00	$2,137.52	$2,137.52	($983.26)	($983.26)
662695	$0.00	$2,453.46	$2,453.46	($1,128.59)	($1,128.59)
662696	$0.00	$2,598.81	$2,598.81	($1,195.45)	($1,195.45)
662697	$0.00	$2,545.73	$2,545.73	($1,171.04)	($1,171.04)
662698	$0.00	$2,508.93	$2,508.93	($1,154.11)	($1,154.11)
662699	$0.00	$3,244.90	$3,244.90	($1,492.65)	($1,492.65)
662700	$0.00	$3,070.36	$3,070.36	($1,412.37)	($1,412.37)
662701	$0.00	$2,911.22	$2,911.22	($1,339.16)	($1,339.16)
662702	$0.00	$2,631.29	$2,631.29	($1,210.39)	($1,210.39)
662703	$0.00	$2,603.67	$2,603.67	($1,197.69)	($1,197.69)
662704	$0.00	$2,736.75	$2,736.75	($1,258.91)	($1,258.91)
662705	$0.00	$0.00	$0.00	$0.00	$0.00
662706	$0.00	$2,579.32	$2,579.32	($1,186.49)	($1,186.49)
662707	$0.00	$2,696.26	$2,696.26	($1,240.28)	($1,240.28)
662708	$0.00	$2,463.72	$2,463.72	($1,133.31)	($1,133.31)
662709	$0.00	$2,644.29	$2,644.29	($1,216.37)	($1,216.37)
662710	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$0.00**	**$481,866.02**	**$481,866.02**	**($221,658.37)**	**($221,658.37)**

1 - Parcels represent the split ownership of Property ID 744816 per Denton County Appraisal District Records as of Augst 4, 2021.

Appendix E-1

MAJOR IMPROVEMENT AREA ASSESSMENT ROLL SUMMARY – 2021-22

Appendix E-1
Assessment Roll Summary - Major Improvement Area
2021-22

Parcel	Estimated No. of units	Lot Size	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
38646	143	N/A	Various	115.83	$1,389,524.99	$3,962.59	$116,053.68	$6,947.62	$11,600.19	($5.91)	$138,558.17
43806	89	N/A	3	81.34	$975,808.57	$2,782.77	$81,499.92	$4,879.04	$8,146.35	($64.99)	$97,243.09
43910	54	N/A	3	50.56	$606,530.12	$1,729.68	$50,657.64	$3,032.65	$5,063.50	($3.85)	$60,479.62
44219	192	N/A	3	164.04	$1,967,863.94	$5,611.87	$164,356.78	$9,839.32	$16,428.34	($12.39)	$196,223.92
584981	7	N/A	3	6.44	$77,255.81	$220.32	$6,452.44	$386.28	$644.96	($1,054.49)	$6,649.49
958385	31	N/A	3	28.33	$339,819.56	$969.08	$28,381.86	$1,699.10	$2,836.92	($22.63)	$33,864.33
757670	1	0	0	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757669	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($98.81)	$678.77
757668	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757667	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757666	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($98.81)	$678.77
757665	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757664	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757663	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($194.63)	$582.95
757662	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757661	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757660	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757659	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757658	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757657	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757656	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757655	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757654	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757653	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($330.00)	$579.16
757652	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($909.17)	$0.00
757651	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($254.51)	$654.65
757650	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($710.41)	$198.76
757649	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($134.74)	$774.42
757648	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757647	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($194.63)	$714.54
757646	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($224.57)	$684.60
757645	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($696.33)	$212.84
757644	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($909.17)	$0.00
757643	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($909.17)	$0.00
757642	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757641	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757640	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757639	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($209.60)	$699.57
757638	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($209.60)	$699.57
757637	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($125.76)	$783.41
757636	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($209.60)	$699.57
757635	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($209.60)	$699.57
757634	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($618.22)	$290.95
757633	1	50	4	0.76	$9,117.15	$26.00	$761.47	$45.59	$76.11	($909.17)	$0.00
757632	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($107.79)	$669.78
757631	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757630	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($149.71)	$627.86
757629	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757628	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757627	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757626	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757625	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757624	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757623	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($89.82)	$687.75
757622	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($107.79)	$669.78
757621	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($107.79)	$669.78
757620	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757619	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757618	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757617	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757616	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757615	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757614	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757613	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757612	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757611	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($602.05)	$175.52
757610	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757609	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757608	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757607	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757606	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757605	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757604	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757603	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757602	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757601	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757600	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73

Parcel	Estimated No. of units	Lot Size	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
757599	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757598	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757597	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757596	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757595	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757594	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757593	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757592	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757591	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757590	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757589	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($244.71)	$532.87
757588	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($116.78)	$660.80
757587	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757586	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757585	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757584	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757583	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757582	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757581	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757580	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757579	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757578	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757577	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757576	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757575	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757574	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757573	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757572	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757571	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757570	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757569	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757568	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757567	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($675.52)	$102.05
757566	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757565	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757564	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($350.78)	$426.79
757563	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($421.22)	$356.35
757562	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($662.45)	$115.13
757561	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($777.58)	$0.00
757560	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($107.79)	$669.78
757559	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757558	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($351.06)	$426.52
757557	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($568.44)	$209.14
757556	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757555	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($662.70)	$114.87
757554	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757553	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($405.14)	$372.44
757552	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757551	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757550	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757549	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757548	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757547	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757546	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757545	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757544	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757543	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757542	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757541	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757540	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757539	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757538	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757537	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757536	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757535	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757534	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757533	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($80.85)	$696.73
757532	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($134.74)	$642.83
757531	1	40	5	0.65	$7,797.56	$22.24	$651.26	$38.99	$65.10	($179.66)	$597.92
Total	**656**			**539.20**	**$6,468,375.00**	**$18,446.25**	**$540,241.25**	**$32,341.87**	**$54,000.00**	**($29,483.14)**	**$615,546.24**

Appendix E-2

MAJOR IMPROVEMENT AREA TIRZ CREDIT CALCULATIONS – 2021-22

Appendix E-2
TIRZ Credit Calculation - Major Improvement Area
2021-22

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
38646	$0.00	$12.84	$12.84	($5.91)	($5.91)
43806	$0.00	$141.29	$141.29	($64.99)	($64.99)
43910	$0.00	$8.36	$8.36	($3.85)	($3.85)
44219	$0.00	$26.93	$26.93	($12.39)	($12.39)
584981	$0.00	$2,292.38	$2,292.38	($1,054.49)	($1,054.49)
958385	$0.00	$49.20	$49.20	($22.63)	($22.63)
757670	$0.00	$0.00	$0.00	$0.00	$0.00
757669	$0.00	$214.80	$214.80	($98.81)	($98.81)
757668	$0.00	$1,926.78	$1,926.78	($886.32)	($777.58)
757667	$0.00	$2,338.93	$2,338.93	($1,075.91)	($777.58)
757666	$0.00	$214.80	$214.80	($98.81)	($98.81)
757665	$0.00	$175.75	$175.75	($80.85)	($80.85)
757664	$0.00	$175.75	$175.75	($80.85)	($80.85)
757663	$0.00	$423.10	$423.10	($194.63)	($194.63)
757662	$0.00	$1,887.12	$1,887.12	($868.08)	($777.58)
757661	$0.00	$175.75	$175.75	($80.85)	($80.85)
757660	$0.00	$175.75	$175.75	($80.85)	($80.85)
757659	$0.00	$1,878.93	$1,878.93	($864.31)	($777.58)
757658	$0.00	$1,954.79	$1,954.79	($899.20)	($777.58)
757657	$0.00	$175.75	$175.75	($80.85)	($80.85)
757656	$0.00	$175.75	$175.75	($80.85)	($80.85)
757655	$0.00	$175.75	$175.75	($80.85)	($80.85)
757654	$0.00	$1,901.30	$1,901.30	($874.60)	($777.58)
757653	$0.00	$717.40	$717.40	($330.00)	($330.00)
757652	$0.00	$2,492.41	$2,492.41	($1,146.51)	($909.17)
757651	$0.00	$553.29	$553.29	($254.51)	($254.51)
757650	$0.00	$1,544.37	$1,544.37	($710.41)	($710.41)
757649	$0.00	$292.92	$292.92	($134.74)	($134.74)
757648	$0.00	$273.39	$273.39	($125.76)	($125.76)
757647	$0.00	$423.10	$423.10	($194.63)	($194.63)
757646	$0.00	$488.19	$488.19	($224.57)	($224.57)
757645	$0.00	$1,513.75	$1,513.75	($696.33)	($696.33)
757644	$0.00	$2,235.55	$2,235.55	($1,028.35)	($909.17)
757643	$0.00	$2,549.97	$2,549.97	($1,172.99)	($909.17)
757642	$0.00	$273.39	$273.39	($125.76)	($125.76)
757641	$0.00	$273.39	$273.39	($125.76)	($125.76)
757640	$0.00	$273.39	$273.39	($125.76)	($125.76)
757639	$0.00	$455.65	$455.65	($209.60)	($209.60)
757638	$0.00	$455.65	$455.65	($209.60)	($209.60)
757637	$0.00	$273.39	$273.39	($125.76)	($125.76)
757636	$0.00	$455.65	$455.65	($209.60)	($209.60)
757635	$0.00	$455.65	$455.65	($209.60)	($209.60)
757634	$0.00	$1,343.95	$1,343.95	($618.22)	($618.22)
757633	$0.00	$2,699.10	$2,699.10	($1,241.59)	($909.17)
757632	$0.00	$234.33	$234.33	($107.79)	($107.79)
757631	$0.00	$195.27	$195.27	($89.82)	($89.82)
757630	$0.00	$325.46	$325.46	($149.71)	($149.71)
757629	$0.00	$195.27	$195.27	($89.82)	($89.82)
757628	$0.00	$195.27	$195.27	($89.82)	($89.82)
757627	$0.00	$195.27	$195.27	($89.82)	($89.82)
757626	$0.00	$195.27	$195.27	($89.82)	($89.82)
757625	$0.00	$195.27	$195.27	($89.82)	($89.82)
757624	$0.00	$195.27	$195.27	($89.82)	($89.82)
757623	$0.00	$195.27	$195.27	($89.82)	($89.82)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
757622	$0.00	$234.33	$234.33	($107.79)	($107.79)
757621	$0.00	$234.33	$234.33	($107.79)	($107.79)
757620	$0.00	$175.75	$175.75	($80.85)	($80.85)
757619	$0.00	$175.75	$175.75	($80.85)	($80.85)
757618	$0.00	$175.75	$175.75	($80.85)	($80.85)
757617	$0.00	$175.75	$175.75	($80.85)	($80.85)
757616	$0.00	$175.75	$175.75	($80.85)	($80.85)
757615	$0.00	$175.75	$175.75	($80.85)	($80.85)
757614	$0.00	$175.75	$175.75	($80.85)	($80.85)
757613	$0.00	$292.92	$292.92	($134.74)	($134.74)
757612	$0.00	$175.75	$175.75	($80.85)	($80.85)
757611	$0.00	$1,308.81	$1,308.81	($602.05)	($602.05)
757610	$0.00	$1,965.87	$1,965.87	($904.30)	($777.58)
757609	$0.00	$175.75	$175.75	($80.85)	($80.85)
757608	$0.00	$175.75	$175.75	($80.85)	($80.85)
757607	$0.00	$292.92	$292.92	($134.74)	($134.74)
757606	$0.00	$175.75	$175.75	($80.85)	($80.85)
757605	$0.00	$175.75	$175.75	($80.85)	($80.85)
757604	$0.00	$175.75	$175.75	($80.85)	($80.85)
757603	$0.00	$175.75	$175.75	($80.85)	($80.85)
757602	$0.00	$175.75	$175.75	($80.85)	($80.85)
757601	$0.00	$175.75	$175.75	($80.85)	($80.85)
757600	$0.00	$175.75	$175.75	($80.85)	($80.85)
757599	$0.00	$175.75	$175.75	($80.85)	($80.85)
757598	$0.00	$175.75	$175.75	($80.85)	($80.85)
757597	$0.00	$175.75	$175.75	($80.85)	($80.85)
757596	$0.00	$175.75	$175.75	($80.85)	($80.85)
757595	$0.00	$175.75	$175.75	($80.85)	($80.85)
757594	$0.00	$175.75	$175.75	($80.85)	($80.85)
757593	$0.00	$175.75	$175.75	($80.85)	($80.85)
757592	$0.00	$175.75	$175.75	($80.85)	($80.85)
757591	$0.00	$175.75	$175.75	($80.85)	($80.85)
757590	$0.00	$175.75	$175.75	($80.85)	($80.85)
757589	$0.00	$531.98	$531.98	($244.71)	($244.71)
757588	$0.00	$253.86	$253.86	($116.78)	($116.78)
757587	$0.00	$175.75	$175.75	($80.85)	($80.85)
757586	$0.00	$175.75	$175.75	($80.85)	($80.85)
757585	$0.00	$175.75	$175.75	($80.85)	($80.85)
757584	$0.00	$175.75	$175.75	($80.85)	($80.85)
757583	$0.00	$175.75	$175.75	($80.85)	($80.85)
757582	$0.00	$175.75	$175.75	($80.85)	($80.85)
757581	$0.00	$175.75	$175.75	($80.85)	($80.85)
757580	$0.00	$175.75	$175.75	($80.85)	($80.85)
757579	$0.00	$175.75	$175.75	($80.85)	($80.85)
757578	$0.00	$175.75	$175.75	($80.85)	($80.85)
757577	$0.00	$175.75	$175.75	($80.85)	($80.85)
757576	$0.00	$175.75	$175.75	($80.85)	($80.85)
757575	$0.00	$175.75	$175.75	($80.85)	($80.85)
757574	$0.00	$175.75	$175.75	($80.85)	($80.85)
757573	$0.00	$292.92	$292.92	($134.74)	($134.74)
757572	$0.00	$175.75	$175.75	($80.85)	($80.85)
757571	$0.00	$175.75	$175.75	($80.85)	($80.85)
757570	$0.00	$175.75	$175.75	($80.85)	($80.85)
757569	$0.00	$175.75	$175.75	($80.85)	($80.85)
757568	$0.00	$175.75	$175.75	($80.85)	($80.85)
757567	$0.00	$1,468.53	$1,468.53	($675.52)	($675.52)
757566	$0.00	$175.75	$175.75	($80.85)	($80.85)
757565	$0.00	$175.75	$175.75	($80.85)	($80.85)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 Available TIRZ Credit	2021-22 Applicable TIRZ Credit
757564	$0.00	$762.57	$762.57	($350.78)	($350.78)
757563	$0.00	$915.70	$915.70	($421.22)	($421.22)
757562	$0.00	$1,440.10	$1,440.10	($662.45)	($662.45)
757561	$0.00	$2,170.65	$2,170.65	($998.50)	($777.58)
757560	$0.00	$234.33	$234.33	($107.79)	($107.79)
757559	$0.00	$175.75	$175.75	($80.85)	($80.85)
757558	$0.00	$763.17	$763.17	($351.06)	($351.06)
757557	$0.00	$1,235.73	$1,235.73	($568.44)	($568.44)
757556	$0.00	$175.75	$175.75	($80.85)	($80.85)
757555	$0.00	$1,440.66	$1,440.66	($662.70)	($662.70)
757554	$0.00	$175.75	$175.75	($80.85)	($80.85)
757553	$0.00	$880.74	$880.74	($405.14)	($405.14)
757552	$0.00	$175.75	$175.75	($80.85)	($80.85)
757551	$0.00	$175.75	$175.75	($80.85)	($80.85)
757550	$0.00	$175.75	$175.75	($80.85)	($80.85)
757549	$0.00	$175.75	$175.75	($80.85)	($80.85)
757548	$0.00	$175.75	$175.75	($80.85)	($80.85)
757547	$0.00	$175.75	$175.75	($80.85)	($80.85)
757546	$0.00	$175.75	$175.75	($80.85)	($80.85)
757545	$0.00	$175.75	$175.75	($80.85)	($80.85)
757544	$0.00	$175.75	$175.75	($80.85)	($80.85)
757543	$0.00	$175.75	$175.75	($80.85)	($80.85)
757542	$0.00	$175.75	$175.75	($80.85)	($80.85)
757541	$0.00	$175.75	$175.75	($80.85)	($80.85)
757540	$0.00	$175.75	$175.75	($80.85)	($80.85)
757539	$0.00	$175.75	$175.75	($80.85)	($80.85)
757538	$0.00	$175.75	$175.75	($80.85)	($80.85)
757537	$0.00	$175.75	$175.75	($80.85)	($80.85)
757536	$0.00	$175.75	$175.75	($80.85)	($80.85)
757535	$0.00	$175.75	$175.75	($80.85)	($80.85)
757534	$0.00	$292.92	$292.92	($134.74)	($134.74)
757533	$0.00	$175.75	$175.75	($80.85)	($80.85)
757532	$0.00	$292.92	$292.92	($134.74)	($134.74)
757531	$0.00	$390.56	$390.56	($179.66)	($179.66)
Total	**$0.00**	**$68,666.32**	**$68,666.32**	**($31,586.51)**	**($29,483.14)**

Appendix F-1
IMPROVEMENT AREA #2 ASSESSMENT ROLL SUMMARY – 2021-22

Appendix F-1
Assessment Roll Summary - Improvement Area #2
2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
727063	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,040.04)	$1,548.31
727064	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($971.30)	$1,617.05
727065	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,178.09)	$1,410.26
727066	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,234.30)	$1,354.05
727067	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,249.96)	$1,338.39
727068	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,040.04)	$1,548.31
727069	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,141.66)	$1,446.69
3670365[1]	1	3	0.27	0.27	$10,249.87	$120.39	$642.55	$51.25	$39.96	($383.99)	$470.16
8452371[1]	1	3	0.54	0.54	$20,810.34	$244.43	$1,304.58	$104.05	$81.14	($759.60)	$974.60
727071	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($924.49)	$1,663.86
727072	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,276.15)	$1,312.20
727073	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,272.42)	$1,315.93
727074	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,306.03)	$1,282.32
727075	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,243.27)	$1,345.08
727076	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,127.27)	$1,461.08
727077	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,040.03)	$1,548.32
727078	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,185.44)	$1,402.91
727079	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,100.59)	$1,487.76
727080	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($988.41)	$1,599.94
727081	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,135.36)	$1,452.99
727082	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,033.67)	$1,554.68
727083	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,440.13)	$1,148.22
727084	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,285.11)	$1,303.24
727085	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,329.94)	$1,258.41
727086	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,054.99)	$1,533.36
727087	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,025.10)	$1,563.25
727088	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($985.49)	$1,602.86
727089	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,163.91)	$1,424.44
727090	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,123.55)	$1,464.80
727091	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,344.88)	$1,243.47
727092	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
727093	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($955.32)	$1,633.03
727094	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727095	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($261.65)	$2,326.70
727096	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($273.96)	$2,314.39
727097	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,037.77)	$1,550.58
727098	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,105.49)	$1,482.86
727099	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,149.59)	$1,438.76
727100	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727101	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727102	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727103	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($535.36)	$2,052.99
727104	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727105	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727106	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727107	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($818.56)	$1,769.79
727108	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727109	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727110	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($267.87)	$2,320.48
727111	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,043.03)	$1,545.32
727112	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($182.77)	$2,405.58
727113	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,048.17)	$1,540.18
727114	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($987.12)	$1,601.23
727115	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($251.58)	$2,336.77
727116	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,006.55)	$1,581.80
727117	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($201.47)	$2,386.88
727118	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,283.62)	$1,304.73
727119	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,060.96)	$1,527.39
727120	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727121	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($884.47)	$1,703.88
727122	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,225.34)	$1,363.01
727123	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,125.68)	$1,462.67
727124	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,145.85)	$1,442.50
727125	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($817.95)	$1,770.40
727126	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,040.04)	$1,548.31
727127	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,223.95)	$1,364.40
727128	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727129	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,233.81)	$1,354.54
727130	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,304.20)	$1,284.15
727131	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,225.34)	$1,363.01
727132	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($696.62)	$1,891.73
727133	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($585.33)	$2,003.02
727134	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($266.67)	$2,321.68
727135	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,183.43)	$1,404.92

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
727136	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($266.67)	$2,321.68
727137	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($266.70)	$2,321.65
727138	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($266.81)	$2,321.54
727139	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($830.84)	$1,757.51
727140	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($313.31)	$2,275.04
727141	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,025.10)	$1,563.25
727142	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($894.61)	$1,693.74
727143	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,007.40)	$1,580.95
727144	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($811.28)	$1,777.07
727145	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,009.43)	$1,578.92
727146	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,218.84)	$1,369.51
727147	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($638.07)	$1,950.28
727148	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($513.54)	$2,074.81
727149	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($866.94)	$1,721.41
727150	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($883.46)	$1,704.89
727151	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,204.86)	$1,383.49
727152	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($999.95)	$1,588.40
727153	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($902.08)	$1,686.27
727154	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,227.01)	$1,361.34
727155	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($286.02)	$2,302.33
727156	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727157	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727158	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($963.93)	$1,624.42
727159	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($926.48)	$1,661.87
727160	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,410.33)	$1,178.02
727161	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,315.04)	$1,273.31
727162	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($905.37)	$1,682.98
727163	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($978.93)	$1,609.42
727164	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($261.38)	$2,326.97
727165	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,110.41)	$1,477.94
727166	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($152.77)	$2,435.58
727167	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($806.79)	$1,781.56
727168	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($519.95)	$2,068.40
727169	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,196.34)	$1,392.01
727170	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,359.82)	$1,228.53
727171	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727172	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,382.30)	$1,206.05
727173	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,330.43)	$1,257.92
727174	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,036.93)	$1,551.42
727175	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,013.58)	$1,574.77
727176	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,190.69)	$1,397.66
727177	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,113.80)	$1,474.55
727178	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,028.09)	$1,560.26
727179	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,192.46)	$1,395.89
727180	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,216.93)	$1,371.42
727181	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,132.51)	$1,455.84
727182	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,031.97)	$1,556.38
727183	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($679.47)	$1,908.88
727184	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($754.62)	$1,833.73
727185	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($915.95)	$1,672.40
727186	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($564.13)	$2,024.22
727187	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,053.02)	$1,535.33
727188	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,060.96)	$1,527.39
727189	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,210.39)	$1,377.96
727190	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,042.41)	$1,545.94
727191	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($265.50)	$2,322.85
727192	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($265.78)	$2,322.57
727193	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($499.87)	$2,088.48
727194	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($274.16)	$2,314.19
727195	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,321.03)	$1,267.32
727196	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727197	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,290.01)	$1,298.34
727198	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,379.28)	$1,209.07
727199	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($984.62)	$1,603.73
727200	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($988.64)	$1,599.71
727201	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,379.28)	$1,209.07
727202	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,208.26)	$1,380.09
727203	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,019.33)	$1,569.02
727204	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,042.49)	$1,545.86
727205	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,247.91)	$1,340.44
727206	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($935.44)	$1,652.91
727207	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($970.46)	$1,617.89
727208	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,317.99)	$1,270.36
727209	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($326.83)	$2,261.52
727210	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,276.03)	$1,312.32
727211	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	$0.00	$2,588.35
727212	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($972.71)	$1,615.64
727213	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($928.95)	$1,659.40

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
727214	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($643.54)	$1,944.81
727215	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,082.57)	$1,505.78
727216	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,334.27)	$1,254.08
727217	1	3	0.81	0.81	$31,060.21	$364.82	$1,947.13	$155.30	$121.10	($1,485.17)	$1,103.18
725604	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($126.80)	$1,950.27
725605	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($92.96)	$1,984.11
725606	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($1,144.53)	$932.54
725607	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($674.87)	$1,402.20
725608	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($924.39)	$1,152.68
725609	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($856.29)	$1,220.78
725610	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($764.72)	$1,312.35
725611	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.84)	$1,227.23
725612	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725613	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725614	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.55)	$1,401.52
725615	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($793.44)	$1,283.63
725616	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($926.97)	$1,150.10
725617	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($513.06)	$1,564.01
725618	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($921.11)	$1,155.96
725619	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.84)	$1,227.23
725620	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($140.16)	$1,936.91
725621	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725622	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($140.16)	$1,936.91
725623	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.11)	$1,227.96
725624	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725625	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725626	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.09)	$1,992.98
725627	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($509.68)	$1,567.39
725628	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($860.22)	$1,216.85
725629	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.93)	$1,409.14
725630	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
725631	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($986.25)	$1,090.82
725632	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($845.22)	$1,231.85
725633	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($679.41)	$1,397.66
725634	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($847.32)	$1,229.76
725635	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.43)	$1,401.64
725636	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($769.26)	$1,307.81
725637	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($925.69)	$1,151.39
725638	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($680.09)	$1,396.98
725639	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($899.43)	$1,177.64
725640	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($855.00)	$1,222.07
725641	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($679.41)	$1,397.66
725642	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($925.69)	$1,151.39
725643	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.92)	$1,409.16
725644	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($847.32)	$1,229.76
725645	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($680.09)	$1,396.98
725646	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($764.95)	$1,312.12
725647	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.92)	$1,409.16
725648	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($86.82)	$1,990.25
725649	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($86.30)	$1,990.77
725650	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($119.40)	$1,957.67
725651	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($119.60)	$1,957.47
725652	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725653	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.52)	$1,409.55
725654	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($921.56)	$1,155.51
725655	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($850.56)	$1,226.51
725656	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($929.16)	$1,147.91
725657	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($674.97)	$1,402.10
725658	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.30)	$1,227.77
725659	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($760.47)	$1,316.60
725660	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.66)	$1,401.41
725661	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($845.14)	$1,231.94
725662	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($929.11)	$1,147.96
725663	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($842.88)	$1,234.19
725664	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($925.61)	$1,151.46
725665	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($796.31)	$1,280.76
725666	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($166.99)	$1,910.08
725667	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($140.26)	$1,936.81
725668	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($96.84)	$1,980.23
725669	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($119.67)	$1,957.40
725670	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($789.26)	$1,287.81
725671	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.18)	$1,992.89
725672	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.18)	$1,992.89
725673	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($924.53)	$1,152.54
725674	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($838.12)	$1,238.96
725675	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($905.56)	$1,171.51
725676	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($662.73)	$1,414.34
725677	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($843.65)	$1,233.42

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
725678	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.00)	$1,402.07
725679	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($919.24)	$1,157.83
725680	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.69)	$1,401.38
725681	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($921.25)	$1,155.82
725682	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($663.51)	$1,413.56
725683	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($824.86)	$1,252.21
725684	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($662.73)	$1,414.34
725685	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($760.55)	$1,316.52
725686	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($917.76)	$1,159.32
725687	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($749.07)	$1,328.00
725688	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($926.21)	$1,150.86
725689	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($928.99)	$1,148.08
725690	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($764.11)	$1,312.96
725691	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($890.61)	$1,186.46
725692	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.24)	$1,409.83
725693	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($786.29)	$1,290.78
725694	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($936.74)	$1,140.33
725695	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.50)	$1,409.57
725696	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($800.35)	$1,276.72
725697	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.24)	$1,409.83
725698	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($848.49)	$1,228.58
725699	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($710.75)	$1,366.32
725701	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($941.42)	$1,135.65
725702	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($628.89)	$1,448.18
725703	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.86)	$1,227.21
725704	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($675.38)	$1,401.69
725705	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.97)	$1,993.10
725706	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.97)	$1,993.10
725707	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.13)	$1,992.94
725708	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($645.73)	$1,431.34
725709	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($850.11)	$1,226.96
725710	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($674.93)	$1,402.14
725711	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.12)	$1,992.96
725712	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($84.12)	$1,992.96
725713	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.52)	$1,409.55
725714	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725715	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725716	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725717	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725718	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($663.03)	$1,414.04
725719	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($139.81)	$1,937.26
725720	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($83.89)	$1,993.19
725721	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($667.76)	$1,409.31
725722	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($750.20)	$1,326.88
725723	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($953.77)	$1,123.30
725724	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($958.13)	$1,118.94
725725	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($681.74)	$1,395.33
725726	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($849.83)	$1,227.24
725727	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($670.42)	$1,406.65
725728	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($88.32)	$1,988.75
725729	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($88.32)	$1,988.75
725730	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($669.63)	$1,407.44
725731	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($88.32)	$1,988.75
725732	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($149.03)	$2,279.54
725733	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($131.90)	$2,296.68
725734	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($962.34)	$1,466.23
725735	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($760.12)	$1,668.46
725736	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($1,093.94)	$1,334.64
725737	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($955.95)	$1,472.62
725738	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($709.12)	$1,719.45
725739	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
725740	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($1,040.04)	$1,388.53
725741	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($780.92)	$1,647.65
725742	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($1,018.90)	$1,409.67
725743	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
725744	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
725745	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($162.95)	$2,265.62
725746	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($125.73)	$2,302.85
725747	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($125.81)	$2,302.76
725748	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($196.33)	$2,232.25
725749	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
717579	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($684.84)	$1,392.23
717580	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($647.00)	$1,430.07
717581	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($618.56)	$1,458.51
717582	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($137.48)	$1,939.60
717583	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($866.70)	$1,210.37
717584	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($603.76)	$1,473.31
717585	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($810.48)	$1,266.59

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
717586	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($781.87)	$1,295.20
717587	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717588	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($612.84)	$1,464.23
717589	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($869.69)	$1,207.38
717590	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717591	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($781.87)	$1,295.20
717592	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($795.95)	$1,281.12
717593	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717594	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717595	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($882.24)	$1,194.83
717596	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717597	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($717.82)	$1,359.25
717598	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($610.84)	$1,466.23
717599	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($783.73)	$1,293.35
717600	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($816.50)	$1,260.57
717601	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.64)	$1,451.43
717602	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($687.38)	$1,389.69
717603	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($878.66)	$1,198.42
717604	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
717605	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($582.03)	$1,495.04
717606	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($627.57)	$1,449.50
717607	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($345.42)	$1,731.65
717608	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($612.17)	$1,464.90
717609	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($815.41)	$1,261.66
717610	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($622.14)	$1,454.93
717611	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($778.36)	$1,298.71
717612	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($611.36)	$1,465.71
717613	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($933.41)	$1,143.66
717614	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($882.86)	$1,194.22
717615	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($615.15)	$1,461.92
717616	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($628.77)	$1,448.30
717617	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($717.27)	$1,359.80
717618	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($795.41)	$1,281.66
717619	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($784.99)	$1,292.08
717620	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($613.97)	$1,463.10
717621	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($784.99)	$1,292.08
717622	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($632.65)	$1,444.42
717623	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($633.39)	$1,443.68
717624	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($736.49)	$1,340.58
717625	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($800.57)	$1,276.51
717626	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($703.59)	$1,373.48
717627	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($872.81)	$1,204.26
717628	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($873.62)	$1,203.45
717629	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($634.20)	$1,442.87
717630	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($938.82)	$1,138.25
717631	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($827.51)	$1,249.56
717632	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($619.37)	$1,457.70
717633	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($784.33)	$1,292.74
717634	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($791.27)	$1,285.80
717635	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($938.84)	$1,138.23
717636	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717637	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($634.20)	$1,442.87
717638	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717639	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($792.25)	$1,284.82
717640	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($611.95)	$1,465.12
717641	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($851.76)	$1,225.31
717642	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($774.06)	$1,303.01
717643	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717644	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($612.33)	$1,464.74
717645	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($652.93)	$1,424.14
717646	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($621.24)	$1,455.83
717647	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($925.87)	$1,151.21
717648	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($606.44)	$1,470.63
717649	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($777.47)	$1,299.60
717650	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($621.24)	$1,455.83
717651	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($608.44)	$1,468.63
717652	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($776.09)	$1,300.98
717653	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($588.67)	$1,488.40
717654	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($603.76)	$1,473.31
717655	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($923.18)	$1,153.89
717656	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($788.51)	$1,288.56
717657	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($680.01)	$1,397.06
717658	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
717659	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($782.97)	$1,294.10
717660	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($613.94)	$1,463.13
717661	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($793.38)	$1,283.69
717662	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($626.74)	$1,450.33
717663	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($824.38)	$1,252.69

Parcel	Estimated No. of units	Lot Type	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	TIRZ Credit	Annual Installment
717664	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($789.40)	$1,287.67
717665	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($516.84)	$1,560.23
717666	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($768.32)	$1,308.75
717667	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($787.24)	$1,289.83
717668	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
717669	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($629.44)	$1,447.63
717670	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($797.76)	$1,279.31
717671	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($809.16)	$1,267.91
717672	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($652.93)	$1,424.14
717673	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($866.51)	$1,210.56
717674	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($775.01)	$1,302.06
717675	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($607.24)	$1,469.83
717676	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($825.17)	$1,251.90
717677	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($798.50)	$1,278.57
717678	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($631.86)	$1,445.21
717679	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($936.49)	$1,140.58
717680	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($885.95)	$1,191.12
717681	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($788.09)	$1,288.98
717682	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($617.06)	$1,460.01
717683	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($909.88)	$1,167.19
717684	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($974.74)	$1,102.33
717685	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($630.14)	$1,446.93
717686	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($615.17)	$1,461.90
717687	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($796.61)	$1,280.46
717688	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($820.83)	$1,256.24
717689	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($787.23)	$1,289.84
717690	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($724.63)	$1,352.44
717691	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($632.48)	$1,444.59
717692	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($583.88)	$1,493.19
717693	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($937.12)	$1,139.95
717694	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($799.13)	$1,277.94
717695	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($678.62)	$1,398.45
717696	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($808.78)	$1,268.29
717697	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($958.27)	$1,118.80
717698	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($643.94)	$1,433.13
717699	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($625.24)	$1,451.83
717700	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($828.59)	$1,248.48
717701	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	$0.00	$2,077.07
717702	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($606.89)	$1,470.18
717703	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($782.43)	$1,294.64
717704	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($879.06)	$1,198.01
717705	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($621.03)	$1,456.04
717706	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($711.87)	$1,365.20
717707	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($814.32)	$1,262.76
717708	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($777.26)	$1,299.81
717709	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($787.68)	$1,289.39
717710	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($606.23)	$1,470.84
717711	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($584.90)	$1,492.17
717712	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($680.82)	$1,396.25
717713	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($811.90)	$1,265.17
717714	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($872.82)	$1,204.25
717715	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($842.81)	$1,234.26
717716	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($650.21)	$1,426.86
717717	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($813.53)	$1,263.54
717718	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($820.27)	$1,256.80
717719	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
717720	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($615.18)	$1,461.89
717721	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($871.44)	$1,205.63
717722	1	5	0.65	0.65	$24,924.86	$292.76	$1,562.51	$124.62	$97.18	($810.98)	$1,266.09
717723	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($783.02)	$1,645.55
717724	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($643.08)	$1,785.50
717725	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($837.78)	$1,590.80
717726	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($802.13)	$1,626.45
717727	0	N/A	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
717728	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($837.86)	$1,590.72
717729	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($197.63)	$2,230.95
717730	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($803.06)	$1,625.52
717731	1	4	0.76	0.76	$29,142.91	$342.30	$1,826.93	$145.71	$113.63	($860.72)	$1,567.85
Total	**443**		**314.36**	**314.36**	**$12,054,427.59**	**$141,585.60**	**$755,677.60**	**$60,272.14**	**$47,000.00**	**($322,624.02)**	**$681,911.32**

1 - Parcel's Equivalent Unit, Outstanding Assesssment, and Annual Installment due are split based upon ownership records per the Denton County Appraisal District as of August 4, 2021 and as a result, do not represent a new Lot Type.

Appendix F-2
IMPROVEMENT AREA #2 TIRZ CREDIT CALCULATIONS – 2021-22

Appendix F-2
TIRZ Credit Calculation - Improvement Area #2
2021-22

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
727063	$0.00	$2,260.96	$2,260.96	($1,040.04)	($1,040.04)
727064	$0.00	$2,111.53	$2,111.53	($971.30)	($971.30)
727065	$0.00	$2,561.06	$2,561.06	($1,178.09)	($1,178.09)
727066	$0.00	$2,683.27	$2,683.27	($1,234.30)	($1,234.30)
727067	$0.00	$2,717.31	$2,717.31	($1,249.96)	($1,249.96)
727068	$0.00	$2,260.96	$2,260.96	($1,040.04)	($1,040.04)
727069	$0.00	$2,481.86	$2,481.86	($1,141.66)	($1,141.66)
3670365[1]	$0.00	$834.77	$834.77	($383.99)	($383.99)
8452371[1]	$0.00	$1,651.30	$1,651.30	($759.60)	($759.60)
727071	$0.00	$2,009.77	$2,009.77	($924.49)	($924.49)
727072	$0.00	$2,774.23	$2,774.23	($1,276.15)	($1,276.15)
727073	$0.00	$2,766.13	$2,766.13	($1,272.42)	($1,272.42)
727074	$0.00	$2,839.20	$2,839.20	($1,306.03)	($1,306.03)
727075	$0.00	$2,702.76	$2,702.76	($1,243.27)	($1,243.27)
727076	$0.00	$2,450.59	$2,450.59	($1,127.27)	($1,127.27)
727077	$0.00	$2,260.94	$2,260.94	($1,040.03)	($1,040.03)
727078	$0.00	$2,577.05	$2,577.05	($1,185.44)	($1,185.44)
727079	$0.00	$2,392.59	$2,392.59	($1,100.59)	($1,100.59)
727080	$0.00	$2,148.72	$2,148.72	($988.41)	($988.41)
727081	$0.00	$2,468.18	$2,468.18	($1,135.36)	($1,135.36)
727082	$0.00	$2,247.10	$2,247.10	($1,033.67)	($1,033.67)
727083	$0.00	$3,130.71	$3,130.71	($1,440.13)	($1,440.13)
727084	$0.00	$2,793.72	$2,793.72	($1,285.11)	($1,285.11)
727085	$0.00	$2,891.17	$2,891.17	($1,329.94)	($1,329.94)
727086	$0.00	$2,293.45	$2,293.45	($1,054.99)	($1,054.99)
727087	$0.00	$2,228.48	$2,228.48	($1,025.10)	($1,025.10)
727088	$0.00	$2,142.37	$2,142.37	($985.49)	($985.49)
727089	$0.00	$2,530.24	$2,530.24	($1,163.91)	($1,163.91)
727090	$0.00	$2,442.49	$2,442.49	($1,123.55)	($1,123.55)
727091	$0.00	$2,923.66	$2,923.66	($1,344.88)	($1,344.88)
727092	$0.00	$0.00	$0.00	$0.00	$0.00
727093	$0.00	$2,076.79	$2,076.79	($955.32)	($955.32)
727094	$0.00	$0.00	$0.00	$0.00	$0.00
727095	$0.00	$568.81	$568.81	($261.65)	($261.65)
727096	$0.00	$595.56	$595.56	($273.96)	($273.96)
727097	$0.00	$2,256.02	$2,256.02	($1,037.77)	($1,037.77)
727098	$0.00	$2,403.23	$2,403.23	($1,105.49)	($1,105.49)
727099	$0.00	$2,499.11	$2,499.11	($1,149.59)	($1,149.59)
727100	$0.00	$582.33	$582.33	($267.87)	($267.87)
727101	$0.00	$582.33	$582.33	($267.87)	($267.87)
727102	$0.00	$582.33	$582.33	($267.87)	($267.87)
727103	$0.00	$1,163.82	$1,163.82	($535.36)	($535.36)
727104	$0.00	$582.33	$582.33	($267.87)	($267.87)
727105	$0.00	$582.33	$582.33	($267.87)	($267.87)
727106	$0.00	$582.33	$582.33	($267.87)	($267.87)
727107	$0.00	$1,779.47	$1,779.47	($818.56)	($818.56)
727108	$0.00	$582.33	$582.33	($267.87)	($267.87)
727109	$0.00	$582.33	$582.33	($267.87)	($267.87)
727110	$0.00	$582.33	$582.33	($267.87)	($267.87)
727111	$0.00	$2,267.46	$2,267.46	($1,043.03)	($1,043.03)
727112	$0.00	$397.33	$397.33	($182.77)	($182.77)
727113	$0.00	$2,278.63	$2,278.63	($1,048.17)	($1,048.17)
727114	$0.00	$2,145.92	$2,145.92	($987.12)	($987.12)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
727115	$0.00	$546.92	$546.92	($251.58)	($251.58)
727116	$0.00	$2,188.15	$2,188.15	($1,006.55)	($1,006.55)
727117	$0.00	$437.97	$437.97	($201.47)	($201.47)
727118	$0.00	$2,790.47	$2,790.47	($1,283.62)	($1,283.62)
727119	$0.00	$2,306.44	$2,306.44	($1,060.96)	($1,060.96)
727120	$0.00	$0.00	$0.00	$0.00	$0.00
727121	$0.00	$1,922.77	$1,922.77	($884.47)	($884.47)
727122	$0.00	$2,663.78	$2,663.78	($1,225.34)	($1,225.34)
727123	$0.00	$2,447.13	$2,447.13	($1,125.68)	($1,125.68)
727124	$0.00	$2,490.97	$2,490.97	($1,145.85)	($1,145.85)
727125	$0.00	$1,778.15	$1,778.15	($817.95)	($817.95)
727126	$0.00	$2,260.96	$2,260.96	($1,040.04)	($1,040.04)
727127	$0.00	$2,660.76	$2,660.76	($1,223.95)	($1,223.95)
727128	$0.00	$0.00	$0.00	$0.00	$0.00
727129	$0.00	$2,682.19	$2,682.19	($1,233.81)	($1,233.81)
727130	$0.00	$2,835.22	$2,835.22	($1,304.20)	($1,304.20)
727131	$0.00	$2,663.78	$2,663.78	($1,225.34)	($1,225.34)
727132	$0.00	$1,514.40	$1,514.40	($696.62)	($696.62)
727133	$0.00	$1,272.45	$1,272.45	($585.33)	($585.33)
727134	$0.00	$579.72	$579.72	($266.67)	($266.67)
727135	$0.00	$2,572.68	$2,572.68	($1,183.43)	($1,183.43)
727136	$0.00	$579.72	$579.72	($266.67)	($266.67)
727137	$0.00	$579.79	$579.79	($266.70)	($266.70)
727138	$0.00	$580.02	$580.02	($266.81)	($266.81)
727139	$0.00	$1,806.17	$1,806.17	($830.84)	($830.84)
727140	$0.00	$681.11	$681.11	($313.31)	($313.31)
727141	$0.00	$2,228.48	$2,228.48	($1,025.10)	($1,025.10)
727142	$0.00	$1,944.80	$1,944.80	($894.61)	($894.61)
727143	$0.00	$2,190.00	$2,190.00	($1,007.40)	($1,007.40)
727144	$0.00	$1,763.65	$1,763.65	($811.28)	($811.28)
727145	$0.00	$2,194.42	$2,194.42	($1,009.43)	($1,009.43)
727146	$0.00	$2,649.65	$2,649.65	($1,218.84)	($1,218.84)
727147	$0.00	$1,387.11	$1,387.11	($638.07)	($638.07)
727148	$0.00	$1,116.40	$1,116.40	($513.54)	($513.54)
727149	$0.00	$1,884.65	$1,884.65	($866.94)	($866.94)
727150	$0.00	$1,920.57	$1,920.57	($883.46)	($883.46)
727151	$0.00	$2,619.27	$2,619.27	($1,204.86)	($1,204.86)
727152	$0.00	$2,173.81	$2,173.81	($999.95)	($999.95)
727153	$0.00	$1,961.05	$1,961.05	($902.08)	($902.08)
727154	$0.00	$2,667.42	$2,667.42	($1,227.01)	($1,227.01)
727155	$0.00	$621.78	$621.78	($286.02)	($286.02)
727156	$0.00	$0.00	$0.00	$0.00	$0.00
727157	$0.00	$0.00	$0.00	$0.00	$0.00
727158	$0.00	$2,095.51	$2,095.51	($963.93)	($963.93)
727159	$0.00	$2,014.08	$2,014.08	($926.48)	($926.48)
727160	$0.00	$3,065.94	$3,065.94	($1,410.33)	($1,410.33)
727161	$0.00	$2,858.79	$2,858.79	($1,315.04)	($1,315.04)
727162	$0.00	$1,968.20	$1,968.20	($905.37)	($905.37)
727163	$0.00	$2,128.11	$2,128.11	($978.93)	($978.93)
727164	$0.00	$568.22	$568.22	($261.38)	($261.38)
727165	$0.00	$2,413.94	$2,413.94	($1,110.41)	($1,110.41)
727166	$0.00	$332.10	$332.10	($152.77)	($152.77)
727167	$0.00	$1,753.89	$1,753.89	($806.79)	($806.79)
727168	$0.00	$1,130.32	$1,130.32	($519.95)	($519.95)
727169	$0.00	$2,600.74	$2,600.74	($1,196.34)	($1,196.34)
727170	$0.00	$2,956.14	$2,956.14	($1,359.82)	($1,359.82)
727171	$0.00	$0.00	$0.00	$0.00	$0.00

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
727172	$0.00	$3,005.01	$3,005.01	($1,382.30)	($1,382.30)
727173	$0.00	$2,892.24	$2,892.24	($1,330.43)	($1,330.43)
727174	$0.00	$2,254.19	$2,254.19	($1,036.93)	($1,036.93)
727175	$0.00	$2,203.43	$2,203.43	($1,013.58)	($1,013.58)
727176	$0.00	$2,588.45	$2,588.45	($1,190.69)	($1,190.69)
727177	$0.00	$2,421.30	$2,421.30	($1,113.80)	($1,113.80)
727178	$0.00	$2,234.97	$2,234.97	($1,028.09)	($1,028.09)
727179	$0.00	$2,592.31	$2,592.31	($1,192.46)	($1,192.46)
727180	$0.00	$2,645.50	$2,645.50	($1,216.93)	($1,216.93)
727181	$0.00	$2,461.98	$2,461.98	($1,132.51)	($1,132.51)
727182	$0.00	$2,243.42	$2,243.42	($1,031.97)	($1,031.97)
727183	$0.00	$1,477.10	$1,477.10	($679.47)	($679.47)
727184	$0.00	$1,640.48	$1,640.48	($754.62)	($754.62)
727185	$0.00	$1,991.20	$1,991.20	($915.95)	($915.95)
727186	$0.00	$1,226.36	$1,226.36	($564.13)	($564.13)
727187	$0.00	$2,289.17	$2,289.17	($1,053.02)	($1,053.02)
727188	$0.00	$2,306.44	$2,306.44	($1,060.96)	($1,060.96)
727189	$0.00	$2,631.29	$2,631.29	($1,210.39)	($1,210.39)
727190	$0.00	$2,266.11	$2,266.11	($1,042.41)	($1,042.41)
727191	$0.00	$577.18	$577.18	($265.50)	($265.50)
727192	$0.00	$577.78	$577.78	($265.78)	($265.78)
727193	$0.00	$1,086.67	$1,086.67	($499.87)	($499.87)
727194	$0.00	$596.01	$596.01	($274.16)	($274.16)
727195	$0.00	$2,871.80	$2,871.80	($1,321.03)	($1,321.03)
727196	$0.00	$0.00	$0.00	$0.00	$0.00
727197	$0.00	$2,804.36	$2,804.36	($1,290.01)	($1,290.01)
727198	$0.00	$2,998.43	$2,998.43	($1,379.28)	($1,379.28)
727199	$0.00	$2,140.48	$2,140.48	($984.62)	($984.62)
727200	$0.00	$2,149.21	$2,149.21	($988.64)	($988.64)
727201	$0.00	$2,998.43	$2,998.43	($1,379.28)	($1,379.28)
727202	$0.00	$2,626.65	$2,626.65	($1,208.26)	($1,208.26)
727203	$0.00	$2,215.93	$2,215.93	($1,019.33)	($1,019.33)
727204	$0.00	$2,266.28	$2,266.28	($1,042.49)	($1,042.49)
727205	$0.00	$2,712.84	$2,712.84	($1,247.91)	($1,247.91)
727206	$0.00	$2,033.57	$2,033.57	($935.44)	($935.44)
727207	$0.00	$2,109.69	$2,109.69	($970.46)	($970.46)
727208	$0.00	$2,865.19	$2,865.19	($1,317.99)	($1,317.99)
727209	$0.00	$710.49	$710.49	($326.83)	($326.83)
727210	$0.00	$2,773.97	$2,773.97	($1,276.03)	($1,276.03)
727211	$0.00	$0.00	$0.00	$0.00	$0.00
727212	$0.00	$2,114.58	$2,114.58	($972.71)	($972.71)
727213	$0.00	$2,019.45	$2,019.45	($928.95)	($928.95)
727214	$0.00	$1,399.01	$1,399.01	($643.54)	($643.54)
727215	$0.00	$2,353.42	$2,353.42	($1,082.57)	($1,082.57)
727216	$0.00	$2,900.58	$2,900.58	($1,334.27)	($1,334.27)
727217	$0.00	$3,228.63	$3,228.63	($1,485.17)	($1,485.17)
725604	$0.00	$275.66	$275.66	($126.80)	($126.80)
725605	$0.00	$202.09	$202.09	($92.96)	($92.96)
725606	$0.00	$2,488.11	$2,488.11	($1,144.53)	($1,144.53)
725607	$0.00	$1,467.11	$1,467.11	($674.87)	($674.87)
725608	$0.00	$2,009.55	$2,009.55	($924.39)	($924.39)
725609	$0.00	$1,861.50	$1,861.50	($856.29)	($856.29)
725610	$0.00	$1,662.44	$1,662.44	($764.72)	($764.72)
725611	$0.00	$1,847.47	$1,847.47	($849.84)	($849.84)
725612	$0.00	$182.81	$182.81	($84.09)	($84.09)
725613	$0.00	$182.81	$182.81	($84.09)	($84.09)
725614	$0.00	$1,468.59	$1,468.59	($675.55)	($675.55)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
725615	$0.00	$1,724.87	$1,724.87	($793.44)	($793.44)
725616	$0.00	$2,015.15	$2,015.15	($926.97)	($926.97)
725617	$0.00	$1,115.34	$1,115.34	($513.06)	($513.06)
725618	$0.00	$2,002.42	$2,002.42	($921.11)	($921.11)
725619	$0.00	$1,847.47	$1,847.47	($849.84)	($849.84)
725620	$0.00	$304.69	$304.69	($140.16)	($140.16)
725621	$0.00	$182.81	$182.81	($84.09)	($84.09)
725622	$0.00	$304.69	$304.69	($140.16)	($140.16)
725623	$0.00	$1,845.89	$1,845.89	($849.11)	($849.11)
725624	$0.00	$182.81	$182.81	($84.09)	($84.09)
725625	$0.00	$182.81	$182.81	($84.09)	($84.09)
725626	$0.00	$182.81	$182.81	($84.09)	($84.09)
725627	$0.00	$1,108.00	$1,108.00	($509.68)	($509.68)
725628	$0.00	$1,870.05	$1,870.05	($860.22)	($860.22)
725629	$0.00	$1,452.02	$1,452.02	($667.93)	($667.93)
725630	$0.00	$0.00	$0.00	$0.00	$0.00
725631	$0.00	$2,144.02	$2,144.02	($986.25)	($986.25)
725632	$0.00	$1,837.43	$1,837.43	($845.22)	($845.22)
725633	$0.00	$1,476.97	$1,476.97	($679.41)	($679.41)
725634	$0.00	$1,841.99	$1,841.99	($847.32)	($847.32)
725635	$0.00	$1,468.33	$1,468.33	($675.43)	($675.43)
725636	$0.00	$1,672.31	$1,672.31	($769.26)	($769.26)
725637	$0.00	$2,012.36	$2,012.36	($925.69)	($925.69)
725638	$0.00	$1,478.46	$1,478.46	($680.09)	($680.09)
725639	$0.00	$1,955.28	$1,955.28	($899.43)	($899.43)
725640	$0.00	$1,858.69	$1,858.69	($855.00)	($855.00)
725641	$0.00	$1,476.97	$1,476.97	($679.41)	($679.41)
725642	$0.00	$2,012.36	$2,012.36	($925.69)	($925.69)
725643	$0.00	$1,451.99	$1,451.99	($667.92)	($667.92)
725644	$0.00	$1,841.99	$1,841.99	($847.32)	($847.32)
725645	$0.00	$1,478.46	$1,478.46	($680.09)	($680.09)
725646	$0.00	$1,662.94	$1,662.94	($764.95)	($764.95)
725647	$0.00	$1,451.99	$1,451.99	($667.92)	($667.92)
725648	$0.00	$188.73	$188.73	($86.82)	($86.82)
725649	$0.00	$187.61	$187.61	($86.30)	($86.30)
725650	$0.00	$259.56	$259.56	($119.40)	($119.40)
725651	$0.00	$260.01	$260.01	($119.60)	($119.60)
725652	$0.00	$182.36	$182.36	($83.89)	($83.89)
725653	$0.00	$1,451.13	$1,451.13	($667.52)	($667.52)
725654	$0.00	$2,003.40	$2,003.40	($921.56)	($921.56)
725655	$0.00	$1,849.05	$1,849.05	($850.56)	($850.56)
725656	$0.00	$2,019.92	$2,019.92	($929.16)	($929.16)
725657	$0.00	$1,467.33	$1,467.33	($674.97)	($674.97)
725658	$0.00	$1,846.30	$1,846.30	($849.30)	($849.30)
725659	$0.00	$1,653.19	$1,653.19	($760.47)	($760.47)
725660	$0.00	$1,468.82	$1,468.82	($675.66)	($675.66)
725661	$0.00	$1,837.25	$1,837.25	($845.14)	($845.14)
725662	$0.00	$2,019.80	$2,019.80	($929.11)	($929.11)
725663	$0.00	$1,832.35	$1,832.35	($842.88)	($842.88)
725664	$0.00	$2,012.20	$2,012.20	($925.61)	($925.61)
725665	$0.00	$1,731.10	$1,731.10	($796.31)	($796.31)
725666	$0.00	$363.03	$363.03	($166.99)	($166.99)
725667	$0.00	$304.92	$304.92	($140.26)	($140.26)
725668	$0.00	$210.52	$210.52	($96.84)	($96.84)
725669	$0.00	$260.15	$260.15	($119.67)	($119.67)
725670	$0.00	$1,715.78	$1,715.78	($789.26)	($789.26)
725671	$0.00	$183.00	$183.00	($84.18)	($84.18)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
725672	$0.00	$183.00	$183.00	($84.18)	($84.18)
725673	$0.00	$2,009.85	$2,009.85	($924.53)	($924.53)
725674	$0.00	$1,821.99	$1,821.99	($838.12)	($838.12)
725675	$0.00	$1,968.60	$1,968.60	($905.56)	($905.56)
725676	$0.00	$1,440.71	$1,440.71	($662.73)	($662.73)
725677	$0.00	$1,834.02	$1,834.02	($843.65)	($843.65)
725678	$0.00	$1,467.40	$1,467.40	($675.00)	($675.00)
725679	$0.00	$1,998.35	$1,998.35	($919.24)	($919.24)
725680	$0.00	$1,468.89	$1,468.89	($675.69)	($675.69)
725681	$0.00	$2,002.72	$2,002.72	($921.25)	($921.25)
725682	$0.00	$1,442.42	$1,442.42	($663.51)	($663.51)
725683	$0.00	$1,793.18	$1,793.18	($824.86)	($824.86)
725684	$0.00	$1,440.71	$1,440.71	($662.73)	($662.73)
725685	$0.00	$1,653.37	$1,653.37	($760.55)	($760.55)
725686	$0.00	$1,995.12	$1,995.12	($917.76)	($917.76)
725687	$0.00	$1,628.41	$1,628.41	($749.07)	($749.07)
725688	$0.00	$2,013.51	$2,013.51	($926.21)	($926.21)
725689	$0.00	$2,019.54	$2,019.54	($928.99)	($928.99)
725690	$0.00	$1,661.10	$1,661.10	($764.11)	($764.11)
725691	$0.00	$1,936.11	$1,936.11	($890.61)	($890.61)
725692	$0.00	$1,450.53	$1,450.53	($667.24)	($667.24)
725693	$0.00	$1,709.32	$1,709.32	($786.29)	($786.29)
725694	$0.00	$2,036.40	$2,036.40	($936.74)	($936.74)
725695	$0.00	$1,451.09	$1,451.09	($667.50)	($667.50)
725696	$0.00	$1,739.90	$1,739.90	($800.35)	($800.35)
725697	$0.00	$1,450.53	$1,450.53	($667.24)	($667.24)
725698	$0.00	$1,844.55	$1,844.55	($848.49)	($848.49)
725699	$0.00	$1,545.11	$1,545.11	($710.75)	($710.75)
725701	$0.00	$2,046.56	$2,046.56	($941.42)	($941.42)
725702	$0.00	$1,367.15	$1,367.15	($628.89)	($628.89)
725703	$0.00	$1,847.53	$1,847.53	($849.86)	($849.86)
725704	$0.00	$1,468.21	$1,468.21	($675.38)	($675.38)
725705	$0.00	$182.55	$182.55	($83.97)	($83.97)
725706	$0.00	$182.55	$182.55	($83.97)	($83.97)
725707	$0.00	$182.90	$182.90	($84.13)	($84.13)
725708	$0.00	$1,403.77	$1,403.77	($645.73)	($645.73)
725709	$0.00	$1,848.06	$1,848.06	($850.11)	($850.11)
725710	$0.00	$1,467.24	$1,467.24	($674.93)	($674.93)
725711	$0.00	$182.86	$182.86	($84.12)	($84.12)
725712	$0.00	$182.86	$182.86	($84.12)	($84.12)
725713	$0.00	$1,451.13	$1,451.13	($667.52)	($667.52)
725714	$0.00	$182.36	$182.36	($83.89)	($83.89)
725715	$0.00	$182.36	$182.36	($83.89)	($83.89)
725716	$0.00	$182.36	$182.36	($83.89)	($83.89)
725717	$0.00	$182.36	$182.36	($83.89)	($83.89)
725718	$0.00	$1,441.37	$1,441.37	($663.03)	($663.03)
725719	$0.00	$303.94	$303.94	($139.81)	($139.81)
725720	$0.00	$182.36	$182.36	($83.89)	($83.89)
725721	$0.00	$1,451.66	$1,451.66	($667.76)	($667.76)
725722	$0.00	$1,630.86	$1,630.86	($750.20)	($750.20)
725723	$0.00	$2,073.42	$2,073.42	($953.77)	($953.77)
725724	$0.00	$2,082.89	$2,082.89	($958.13)	($958.13)
725725	$0.00	$1,482.04	$1,482.04	($681.74)	($681.74)
725726	$0.00	$1,847.45	$1,847.45	($849.83)	($849.83)
725727	$0.00	$1,457.44	$1,457.44	($670.42)	($670.42)
725728	$0.00	$192.01	$192.01	($88.32)	($88.32)
725729	$0.00	$192.01	$192.01	($88.32)	($88.32)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
725730	$0.00	$1,455.72	$1,455.72	($669.63)	($669.63)
725731	$0.00	$192.01	$192.01	($88.32)	($88.32)
725732	$0.00	$323.98	$323.98	($149.03)	($149.03)
725733	$0.00	$286.73	$286.73	($131.90)	($131.90)
725734	$0.00	$2,092.05	$2,092.05	($962.34)	($962.34)
725735	$0.00	$1,652.43	$1,652.43	($760.12)	($760.12)
725736	$0.00	$2,378.13	$2,378.13	($1,093.94)	($1,093.94)
725737	$0.00	$2,078.16	$2,078.16	($955.95)	($955.95)
725738	$0.00	$1,541.57	$1,541.57	($709.12)	($709.12)
725739	$0.00	$0.00	$0.00	$0.00	$0.00
725740	$0.00	$2,260.96	$2,260.96	($1,040.04)	($1,040.04)
725741	$0.00	$1,697.66	$1,697.66	($780.92)	($780.92)
725742	$0.00	$2,215.01	$2,215.01	($1,018.90)	($1,018.90)
725743	$0.00	$0.00	$0.00	$0.00	$0.00
725744	$0.00	$0.00	$0.00	$0.00	$0.00
725745	$0.00	$354.24	$354.24	($162.95)	($162.95)
725746	$0.00	$273.32	$273.32	($125.73)	($125.73)
725747	$0.00	$273.51	$273.51	($125.81)	($125.81)
725748	$0.00	$426.80	$426.80	($196.33)	($196.33)
725749	$0.00	$0.00	$0.00	$0.00	$0.00
717579	$0.00	$1,488.78	$1,488.78	($684.84)	($684.84)
717580	$0.00	$1,406.53	$1,406.53	($647.00)	($647.00)
717581	$0.00	$1,344.69	$1,344.69	($618.56)	($618.56)
717582	$0.00	$298.86	$298.86	($137.48)	($137.48)
717583	$0.00	$1,884.14	$1,884.14	($866.70)	($866.70)
717584	$0.00	$1,312.52	$1,312.52	($603.76)	($603.76)
717585	$0.00	$1,761.92	$1,761.92	($810.48)	($810.48)
717586	$0.00	$1,699.71	$1,699.71	($781.87)	($781.87)
717587	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717588	$0.00	$1,332.27	$1,332.27	($612.84)	($612.84)
717589	$0.00	$1,890.63	$1,890.63	($869.69)	($869.69)
717590	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717591	$0.00	$1,699.71	$1,699.71	($781.87)	($781.87)
717592	$0.00	$1,730.32	$1,730.32	($795.95)	($795.95)
717593	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717594	$0.00	$0.00	$0.00	$0.00	$0.00
717595	$0.00	$1,917.91	$1,917.91	($882.24)	($882.24)
717596	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717597	$0.00	$1,560.47	$1,560.47	($717.82)	($717.82)
717598	$0.00	$1,327.91	$1,327.91	($610.84)	($610.84)
717599	$0.00	$1,703.75	$1,703.75	($783.73)	($783.73)
717600	$0.00	$1,775.00	$1,775.00	($816.50)	($816.50)
717601	$0.00	$1,360.09	$1,360.09	($625.64)	($625.64)
717602	$0.00	$1,494.31	$1,494.31	($687.38)	($687.38)
717603	$0.00	$1,910.12	$1,910.12	($878.66)	($878.66)
717604	$0.00	$0.00	$0.00	$0.00	$0.00
717605	$0.00	$1,265.29	$1,265.29	($582.03)	($582.03)
717606	$0.00	$1,364.28	$1,364.28	($627.57)	($627.57)
717607	$0.00	$750.92	$750.92	($345.42)	($345.42)
717608	$0.00	$1,330.80	$1,330.80	($612.17)	($612.17)
717609	$0.00	$1,772.64	$1,772.64	($815.41)	($815.41)
717610	$0.00	$1,352.47	$1,352.47	($622.14)	($622.14)
717611	$0.00	$1,692.09	$1,692.09	($778.36)	($778.36)
717612	$0.00	$1,329.04	$1,329.04	($611.36)	($611.36)
717613	$0.00	$2,029.15	$2,029.15	($933.41)	($933.41)
717614	$0.00	$1,919.25	$1,919.25	($882.86)	($882.86)
717615	$0.00	$1,337.28	$1,337.28	($615.15)	($615.15)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
717616	$0.00	$1,366.89	$1,366.89	($628.77)	($628.77)
717617	$0.00	$1,559.28	$1,559.28	($717.27)	($717.27)
717618	$0.00	$1,729.16	$1,729.16	($795.41)	($795.41)
717619	$0.00	$1,706.51	$1,706.51	($784.99)	($784.99)
717620	$0.00	$1,334.72	$1,334.72	($613.97)	($613.97)
717621	$0.00	$1,706.51	$1,706.51	($784.99)	($784.99)
717622	$0.00	$1,375.33	$1,375.33	($632.65)	($632.65)
717623	$0.00	$1,376.94	$1,376.94	($633.39)	($633.39)
717624	$0.00	$1,601.06	$1,601.06	($736.49)	($736.49)
717625	$0.00	$1,740.36	$1,740.36	($800.57)	($800.57)
717626	$0.00	$1,529.54	$1,529.54	($703.59)	($703.59)
717627	$0.00	$1,897.42	$1,897.42	($872.81)	($872.81)
717628	$0.00	$1,899.18	$1,899.18	($873.62)	($873.62)
717629	$0.00	$1,378.69	$1,378.69	($634.20)	($634.20)
717630	$0.00	$2,040.92	$2,040.92	($938.82)	($938.82)
717631	$0.00	$1,798.93	$1,798.93	($827.51)	($827.51)
717632	$0.00	$1,346.46	$1,346.46	($619.37)	($619.37)
717633	$0.00	$1,705.07	$1,705.07	($784.33)	($784.33)
717634	$0.00	$1,720.16	$1,720.16	($791.27)	($791.27)
717635	$0.00	$2,040.95	$2,040.95	($938.84)	($938.84)
717636	$0.00	$0.00	$0.00	$0.00	$0.00
717637	$0.00	$1,378.69	$1,378.69	($634.20)	($634.20)
717638	$0.00	$0.00	$0.00	$0.00	$0.00
717639	$0.00	$1,722.28	$1,722.28	($792.25)	($792.25)
717640	$0.00	$1,330.33	$1,330.33	($611.95)	($611.95)
717641	$0.00	$1,851.65	$1,851.65	($851.76)	($851.76)
717642	$0.00	$1,682.73	$1,682.73	($774.06)	($774.06)
717643	$0.00	$0.00	$0.00	$0.00	$0.00
717644	$0.00	$1,331.15	$1,331.15	($612.33)	($612.33)
717645	$0.00	$1,419.41	$1,419.41	($652.93)	($652.93)
717646	$0.00	$1,350.52	$1,350.52	($621.24)	($621.24)
717647	$0.00	$2,012.75	$2,012.75	($925.87)	($925.87)
717648	$0.00	$1,318.35	$1,318.35	($606.44)	($606.44)
717649	$0.00	$1,690.15	$1,690.15	($777.47)	($777.47)
717650	$0.00	$1,350.52	$1,350.52	($621.24)	($621.24)
717651	$0.00	$1,322.70	$1,322.70	($608.44)	($608.44)
717652	$0.00	$1,687.16	$1,687.16	($776.09)	($776.09)
717653	$0.00	$1,279.72	$1,279.72	($588.67)	($588.67)
717654	$0.00	$1,312.52	$1,312.52	($603.76)	($603.76)
717655	$0.00	$2,006.92	$2,006.92	($923.18)	($923.18)
717656	$0.00	$1,714.15	$1,714.15	($788.51)	($788.51)
717657	$0.00	$1,478.29	$1,478.29	($680.01)	($680.01)
717658	$0.00	$0.00	$0.00	$0.00	$0.00
717659	$0.00	$1,702.10	$1,702.10	($782.97)	($782.97)
717660	$0.00	$1,334.66	$1,334.66	($613.94)	($613.94)
717661	$0.00	$1,724.74	$1,724.74	($793.38)	($793.38)
717662	$0.00	$1,362.48	$1,362.48	($626.74)	($626.74)
717663	$0.00	$1,792.14	$1,792.14	($824.38)	($824.38)
717664	$0.00	$1,716.09	$1,716.09	($789.40)	($789.40)
717665	$0.00	$1,123.57	$1,123.57	($516.84)	($516.84)
717666	$0.00	$1,670.26	$1,670.26	($768.32)	($768.32)
717667	$0.00	$1,711.39	$1,711.39	($787.24)	($787.24)
717668	$0.00	$1,787.43	$1,787.43	($822.22)	PREPAID
717669	$0.00	$1,368.34	$1,368.34	($629.44)	($629.44)
717670	$0.00	$1,734.26	$1,734.26	($797.76)	($797.76)
717671	$0.00	$1,759.04	$1,759.04	($809.16)	($809.16)
717672	$0.00	$1,419.41	$1,419.41	($652.93)	($652.93)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
717673	$0.00	$1,883.72	$1,883.72	($866.51)	($866.51)
717674	$0.00	$1,684.80	$1,684.80	($775.01)	($775.01)
717675	$0.00	$1,320.08	$1,320.08	($607.24)	($607.24)
717676	$0.00	$1,793.85	$1,793.85	($825.17)	($825.17)
717677	$0.00	$1,735.88	$1,735.88	($798.50)	($798.50)
717678	$0.00	$1,373.61	$1,373.61	($631.86)	($631.86)
717679	$0.00	$2,035.84	$2,035.84	($936.49)	($936.49)
717680	$0.00	$1,925.98	$1,925.98	($885.95)	($885.95)
717681	$0.00	$1,713.24	$1,713.24	($788.09)	($788.09)
717682	$0.00	$1,341.44	$1,341.44	($617.06)	($617.06)
717683	$0.00	$1,978.00	$1,978.00	($909.88)	($909.88)
717684	$0.00	$2,119.00	$2,119.00	($974.74)	($974.74)
717685	$0.00	$1,369.88	$1,369.88	($630.14)	($630.14)
717686	$0.00	$1,337.33	$1,337.33	($615.17)	($615.17)
717687	$0.00	$1,731.77	$1,731.77	($796.61)	($796.61)
717688	$0.00	$1,784.41	$1,784.41	($820.83)	($820.83)
717689	$0.00	$1,711.37	$1,711.37	($787.23)	($787.23)
717690	$0.00	$1,575.29	$1,575.29	($724.63)	($724.63)
717691	$0.00	$1,374.96	$1,374.96	($632.48)	($632.48)
717692	$0.00	$1,269.31	$1,269.31	($583.88)	($583.88)
717693	$0.00	$2,037.22	$2,037.22	($937.12)	($937.12)
717694	$0.00	$1,737.23	$1,737.23	($799.13)	($799.13)
717695	$0.00	$1,475.27	$1,475.27	($678.62)	($678.62)
717696	$0.00	$1,758.22	$1,758.22	($808.78)	($808.78)
717697	$0.00	$2,083.20	$2,083.20	($958.27)	($958.27)
717698	$0.00	$1,399.87	$1,399.87	($643.94)	($643.94)
717699	$0.00	$1,359.22	$1,359.22	($625.24)	($625.24)
717700	$0.00	$1,801.28	$1,801.28	($828.59)	($828.59)
717701	$0.00	$0.00	$0.00	$0.00	$0.00
717702	$0.00	$1,319.33	$1,319.33	($606.89)	($606.89)
717703	$0.00	$1,700.93	$1,700.93	($782.43)	($782.43)
717704	$0.00	$1,911.01	$1,911.01	($879.06)	($879.06)
717705	$0.00	$1,350.07	$1,350.07	($621.03)	($621.03)
717706	$0.00	$1,547.54	$1,547.54	($711.87)	($711.87)
717707	$0.00	$1,770.25	$1,770.25	($814.32)	($814.32)
717708	$0.00	$1,689.70	$1,689.70	($777.26)	($777.26)
717709	$0.00	$1,712.34	$1,712.34	($787.68)	($787.68)
717710	$0.00	$1,317.90	$1,317.90	($606.23)	($606.23)
717711	$0.00	$1,271.53	$1,271.53	($584.90)	($584.90)
717712	$0.00	$1,480.05	$1,480.05	($680.82)	($680.82)
717713	$0.00	$1,765.01	$1,765.01	($811.90)	($811.90)
717714	$0.00	$1,897.43	$1,897.43	($872.82)	($872.82)
717715	$0.00	$1,832.19	$1,832.19	($842.81)	($842.81)
717716	$0.00	$1,413.51	$1,413.51	($650.21)	($650.21)
717717	$0.00	$1,768.54	$1,768.54	($813.53)	($813.53)
717718	$0.00	$1,783.20	$1,783.20	($820.27)	($820.27)
717719	$0.00	$1,400.17	$1,400.17	($644.08)	PREPAID
717720	$0.00	$1,337.34	$1,337.34	($615.18)	($615.18)
717721	$0.00	$1,894.43	$1,894.43	($871.44)	($871.44)
717722	$0.00	$1,763.01	$1,763.01	($810.98)	($810.98)
717723	$0.00	$1,702.22	$1,702.22	($783.02)	($783.02)
717724	$0.00	$1,398.00	$1,398.00	($643.08)	($643.08)
717725	$0.00	$1,821.26	$1,821.26	($837.78)	($837.78)
717726	$0.00	$1,743.75	$1,743.75	($802.13)	($802.13)
717727	$0.00	$0.00	$0.00	$0.00	$0.00
717728	$0.00	$1,821.43	$1,821.43	($837.86)	($837.86)
717729	$0.00	$429.62	$429.62	($197.63)	($197.63)

Property ID	Base Year Town Taxes Paid	2020 Town Taxes Paid	2020 Tax Increment	2021-22 TIRZ Credit Revenue	2021-22 TIRZ Credit
717730	$0.00	$1,745.78	$1,745.78	($803.06)	($803.06)
717731	$0.00	$1,871.14	$1,871.14	($860.72)	($860.72)
Total	**$0.00**	**$704,544.16**	**$704,544.16**	**($324,090.31)**	**($322,624.02)**

1 - Parcels represent the split ownership of Property ID 727070 per Denton County Appraisal District Records as of Augst 4, 2021.

Appendix G

PHASE #3B LOCAL IMPROVEMENTS ASSESSMENT ROLL SUMMARY – 2021-22

Appendix G
Assessment Roll Summary - Phase #3B
2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Adminstrative Expense	TIRZ Credit	Annual Installment
757670	0	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
757669	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757668	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757667	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757666	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757665	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757664	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757663	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757662	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757661	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757660	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757659	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757658	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757657	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757656	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757655	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757654	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757653	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757652	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757651	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757650	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757649	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757648	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757647	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757646	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757645	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757644	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757643	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757642	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757641	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757640	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757639	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757638	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757637	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757636	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757635	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757634	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757633	1	50	0.76	$20,548.59	$204.74	$1,851.43	$172.24	$0.00	$2,228.41
757632	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757631	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757630	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757629	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757628	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757627	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757626	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757625	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757624	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757623	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757622	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757621	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757620	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757619	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757618	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757617	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757616	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757615	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757614	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Adminstrative Expense	TIRZ Credit	Annual Installment
757613	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757612	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757611	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757610	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757609	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757608	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757607	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757606	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757605	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757604	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757603	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757602	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757601	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757600	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757599	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757598	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757597	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757596	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757595	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757594	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757593	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757592	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757591	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757590	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757589	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757588	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757587	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757586	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757585	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757584	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757583	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757582	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757581	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757580	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757579	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757578	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757577	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757576	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757575	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757574	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757573	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757572	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757571	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757570	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757569	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757568	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757567	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757566	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757565	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757564	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757563	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757562	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757561	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757560	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757559	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757558	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757557	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757556	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757555	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757554	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757553	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Outstanding Assessment	Principal	Interest	Adminstrative Expense	TIRZ Credit	Annual Installment
757552	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757551	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757550	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757549	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757548	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757547	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757546	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757545	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757544	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757543	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757542	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757541	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757540	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757539	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757538	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757537	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757536	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757535	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757534	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757533	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757532	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
757531	1	40	0.65	$17,574.45	$175.11	$1,583.46	$147.31	$0.00	$1,905.88
Total	**139**		**92.66**	**$2,505,305.64**	**$24,962.28**	**$225,728.04**	**$21,000.00**	**$0.00**	**$271,690.32**

Date:	08/17/2021
Agenda Item #:	6. N.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0817202103 Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2021 Rate Review Mechanism Filing.**

DESCRIPTION:

The Town, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of $43.4 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $40.5 million, $29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $22.34 million instead of the claimed $40.5 million. The amount of the $22.34 million deficiency applicable to ACSC members would be $16.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of $22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately $3.8 million.

The Executive Committee recommends a settlement at $22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate $22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be $4.03 or 1.61 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the Town of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $22.78 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the Town for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.

9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2021 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $43.4 million in additional system-wide revenues, the RRM settlement at $22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at $22.78 million (plus $3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of town employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Attachments Referenced in Description

Resolution No. 0817202103

Attachment 1 to
Model Staff Report

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
1	**Residential**								
2	Customer Charge	$ 20.25	$ 20.85	13,861,632		$ 280,698,048	$ 289,015,027		$ 8,316,979
3	Consumption Charge	0.26651	0.27979		627,298,034	167,181,199	175,511,717		$ 8,330,518
4	Revenue Related Taxes					30,398,805	31,528,717		
5	Total Class Revenue					$ 478,278,052	$ 496,055,461	$ 17,777,409	
6									
7	**Commercial**								
8	Customer Charge	$ 54.50	$ 56.50	1,094,352		$ 59,642,184	$ 61,830,888		$ 2,188,704
9	Consumption Charge	0.11728	0.12263		363,850,875	42,672,431	44,619,033		$ 1,946,602
10	Revenue Related Taxes					6,944,376	7,225,051		
11	Total Class Revenue					$ 109,258,991	$ 113,674,972	$ 4,415,981	
12									
13	**Industrial & Transportation**								
14	Customer Charge	$ 1,014.50	$ 1,054.75	7,056		$ 7,158,312	$ 7,442,316		$ 284,004
15	Consumption Charge Tier 1	$ 0.4157	$ 0.4330		7,479,741	3,109,328	3,238,728		$ 129,400
16	Consumption Charge Tier 2	$ 0.3044	$ 0.3171		8,282,846	2,521,298	2,626,490		$ 105,192
17	Consumption Charge Tier 3	$ 0.0653	$ 0.0680		13,018,926	850,136	885,287		$ 35,151
18	Revenue Related Taxes					925,722	963,306		
19	Total Class Revenue					$ 14,564,796	$ 15,156,127	$ 591,331	
20									
21	**Total Excluding Other Revenue**					$ 602,101,840	$ 624,886,561	$ 22,784,721	$ 21,336,550
22									
23									
24	**Revenue Related Tax Factor**	6.7873%							

Attachment 2
to 2021 RRM Staff Report

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.							Current	Proposed	Change	
1	**Rate R @ 45.2 Ccf**									
2	Customer charge						$ 20.25			
3	Consumption charge	45.2	CCF	X	$ 0.26651	=	12.05			
4	Rider GCR Part A	45.2	CCF	X	$ 0.16000	=	7.23			
5	Rider GCR Part B	45.2	CCF	X	$ 0.33320	=	15.06			
6	Subtotal						$ 54.59			
7	Rider FF & Rider TAX		$ 54.59	X	0.06787	=	3.71			
8	Total						$ 58.30			
9										
10	Customer charge							$ 20.85		
11	Consumption charge	45.2	CCF	X	$ 0.27979	=		12.65		
12	Rider GCR Part A	45.2	CCF	X	$ 0.16000	=		7.23		
13	Rider GCR Part B	45.2	CCF	X	$ 0.33320	=		15.06		
14	Subtotal							$ 55.79		
15	Rider FF & Rider TAX		$ 55.79	X	0.06787	=		3.79		
16	Total							$ 59.58	$	1.28
17										2.20%
18										
19	**Rate C @ 332.5 Ccf**						**Current**	**Proposed**	**Change**	
20	Customer charge						$ 54.50			
21	Consumption charge	332.5	CCF	X	$ 0.11728	=	38.99			
22	Rider GCR Part A	332.5	CCF	X	$ 0.16000	=	53.20			
23	Rider GCR Part B	332.5	CCF	X	$ 0.26321	=	87.51			
24	Subtotal						$ 234.20			
25	Rider FF & Rider TAX		$ 234.20	X	0.06787	=	15.90			
26	Total						$ 250.10			
27										
28	Customer charge							$ 56.50		
29	Consumption charge	332.5	CCF	X	$ 0.12263	=		40.77		
30	Rider GCR Part A	332.5	CCF	X	$ 0.16000	=		53.20		
31	Rider GCR Part B	332.5	CCF	X	$ 0.26321	=		87.51		
32	Subtotal							$ 237.98		
33	Rider FF & Rider TAX		$ 237.98	X	0.06787	=		16.15		
34	Total							$ 254.13	$	4.03
35										1.61%

36	**Rate I @ 4079 MMBTU**								**Current**		**Proposed**	**Change**
37	Customer charge								$ 1,014.50			
38	Consumption charge	1,500	MMBTU	X	$	0.4157	=		623.55			
39	Consumption charge	2,579	MMBTU	X	$	0.3044	=		785.05			
40	Consumption charge	0	MMBTU	X	$	0.0653	=		-			
41	Rider GCR Part A	4,079	MMBTU	X	$	1.5625	=		6,373.46			
42	Rider GCR Part B	4,079	MMBTU	X	$	0.5380	=		2,194.58			
43	Subtotal								$ 10,991.14			
44	Rider FF & Rider TAX		$ 10,991.14	X	0.06787		=		746.00			
45	Total								$ 11,737.14			
46												
47	Customer charge										$ 1,054.75	
48	Consumption charge	1,500	MMBTU	X	$	0.4330	=				649.50	
49	Consumption charge	2,579	MMBTU	X	$	0.3171	=				817.80	
50	Consumption charge	0	MMBTU	X	$	0.0680	=				-	
51	Rider GCR Part A	4,079	MMBTU	X	$	1.5625	=				6,373.46	
52	Rider GCR Part B	4,079	MMBTU	X	$	0.5380	=				2,194.58	
53	Subtotal										$ 11,090.09	
54	Rider FF & Rider TAX		$ 11,090.09	X	0.06787		=				752.72	
55	Total										$ 11,842.81	$ 105.67
56												0.90%
57	**Rate T @ 4079 MMBTU**								**Current**		**Proposed**	**Change**
58	Customer charge								$ 1,014.50			
59	Consumption charge	1,500	MMBTU	X	$	0.4157	=		623.55			
60	Consumption charge	2,579	MMBTU	X	$	0.3044	=		785.05			
61	Consumption charge	0	MMBTU	X	$	0.0653	=		-			
62	Rider GCR Part B	4,079	MMBTU	X	$	0.5380	=		2,194.58			
63	Subtotal								$ 4,617.68			
64	Rider FF & Rider TAX		$ 4,617.68	X	0.06787		=		313.41			
65	Total								$ 4,931.09			
66												
67	Customer charge										$ 1,054.75	
68	Consumption charge	1,500	MMBTU	X	$	0.4330	=				649.50	
69	Consumption charge	2,579	MMBTU	X	$	0.3171	=				817.80	
70	Consumption charge	0	MMBTU	X	$	0.0680	=				-	
71	Rider GCR Part B	4,079	MMBTU	X	$	0.5380	=				2,194.58	
72	Subtotal										$ 4,716.63	
73	Rider FF & Rider TAX		$ 4,716.63	X	0.06787		=				320.13	
74	Total										$ 5,036.76	$ 105.67
75												2.14%

Attachment 3
to 2021 RRM Staff Report

RRM Monthly Savings Over GRIP and DARR Rates

ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	$20.85	$23.80	$27.68	$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	$0.27979	$0.19526	$0.14846	$0.18653
Average Monthly Bill	$33.50	$34.09	$34.39	$34.33
		-$0.60	-$0.89	-$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

RESOLUTION NO. 0817202103

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the Town of Little Elm, Texas ("Town") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately $3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of $22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato,

General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF AUGUST, 2021.

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert Brown, Town Attorney

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

MID-TEX DIVISION **RRC Tariff No:**
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 20.85 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 20.90 per month
Commodity Charge – All Ccf	$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE: Page**

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 56.50 per month
Rider CEE Surcharge	$ 0.01 per month[1]
Total Customer Charge	$ 56.51 per month
Commodity Charge – All Ccf	$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4330 per MMBtu
Next 3,500 MMBtu	$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4330 per MMBtu
Next 3,500 MMBtu	$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 12/01/2021**	**PAGE:**

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	$ 2,917,949	$ 4,908,358	$ 5,447,063	$ 293,818	$ 6,600,073	
2	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%	
	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)						
3		$ 1,274,655	$ 2,144,130	$ 4,145,546	$ 293,818	$ 5,023,057	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	$ 1,274,655	$ 2,144,130	$ 4,145,546	$ 293,818	$ 5,023,057	$ 12,881,205
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%	
11							
12							
13	Total Pension Account Plan	$ 956,873		$ 1,602,484			$ 2,559,357
14	Total Post-Employment Benefit Plan		$ 1,609,582			$ 1,941,691	3,551,272
15	Total Supplemental Executive Benefit Plan				$ 32,322		32,322
16	Total (Ln 13 + Ln 14 + Ln 15)	$ 956,873	$ 1,609,582	$ 1,602,484	$ 32,322	$ 1,941,691	$ 6,142,952
17							

18 Notes:
19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.
20 2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the
21 benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods
22 includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
23 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	$ -	$ -	$ (51,477,654)	$ -	$ -	$ 343,746,535	$ -	$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor					See WP_F-5.1		6.79%	
30	Revenue Related Taxes on Annual Amortization					Amortization * Tax Factor		$ 3,949,355	
31	Amortization Including Revenue Related Taxes					Amortization + Taxes		$ 62,136,973	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

Date:	08/17/2021
Agenda Item #:	6. O.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0817202104 Approving Certain Project Expenditures for TIRZ 6; Providing a Severability Clause; and Providing an Effective Date.**

DESCRIPTION:

On August 17, 2021 the Tax Increment Reinvestment Zone Six Board approved Resolution No. 0817202101T6, to approve a payment from the Incremental Tax Revenues Collected from the TIRZ Six Fund. Revenues were collected from incremental tax revenue from fiscal year 2020-2021. Funds will be disbursed to the Rudman Tract Public Improvement District not to exceed $46,803 as identified in Exhibit A.

BUDGET IMPACT:

N/A

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0817202104 TIRZ 6 2022 Budget

Rudman Tract PID 2021-2022 SAP

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0817202104

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas (hereinafter referred to as the "Town"), pursuant to Chapter 3I 1 of the Texas Tax Code, as amended (hereinafter referred to as the "Act"), may designate a geographic area within the Town as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on November 1, 2016, pursuant to and as required by the Act, the governing body of the Town (hereinafter referred to as the "Town Council") approved and adopted by Ordinance No. 1358, a Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Six, Town of Little Elm, Texas, for a tax increment reinvestment zone containing property located within the Town of Little Elm, Texas; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Six, Town of Little Elm, Texas, authorized through the passage of Resolution No. TIRZ Six **0817202101T6** on August 17, 2021 the certain expenditures of the Incremental Tax Revenues Collected for fiscal year 2020-2021 to be disbursed to **Rudman Tract Public Improvement District (PID)** not to exceed **$46,803** as identified in **Exhibit A**; of which the Board found were authorized expenditures under the Act; and

WHEREAS, the Town Council desires to approve and authorize the expenditures approved by the Board of Directors of Reinvestment Zone Number Six, Town of Little Elm, Texas.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the Town Council hereby approves the expenditures approved by the Board of Directors of Reinvestment Zone Number Six, Town of Little Elm, Texas, Incremental

Tax Revenues Collected for fiscal year 2020-2021 to be disbursed to the **Rudman Tract PID** not to exceed **$46,803** as identified in **Exhibit A**

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Board of Directors hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THIS THE 17th DAY OF AUGUST 2021.

_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

Exhibit A

TIRZ Six Credit Total per Area

Area	2021-2022 Estimated TIRZ Credit
Phase One	$43,626
Phase Two	$3,177
Total	**$46,803**

Exhibit A

RUDMAN TRACT
PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 - 8/31/22)

AS APPROVED BY TOWN COUNCIL ON:
AUGUST 17, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

RUDMAN TRACT
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/21 – 8/31/22)

TABLE OF CONTENTS

I. INTRODUCTION 1

II. UPDATE OF THE SERVICE PLAN 2

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS 2
B. FIVE YEAR SERVICE PLAN 6
C. STATUS OF DEVELOPMENT 6
D. ANNUAL BUDGET – PHASE #1 7
E. ANNUAL INSTALLMENTS PER UNITS – PHASE #1 9
F. ANNUAL BUDGET – PHASE #2 MAJOR IMPROVEMENTS 10
G. ANNUAL INSTALLMENTS PER UNITS – PHASE #2 MAJOR IMPROVEMENTS 12
H. ANNUAL BUDGET – PHASE #2 DIRECT IMPROVEMENTS 13
I. ANNUAL INSTALLMENTS PER UNITS – PHASE #2 DIRECT IMPROVEMENTS 15
H. BOND REDEMPTION RELATED UPDATES 16

III. UPDATE OF THE ASSESSMENT PLAN 17

IV. UPDATE OF THE ASSESSMENT ROLL 18

A. PARCEL UPDATES 18
B. PREPAYMENT OF ASSESSMENTS 19

APPENDIX A - PID MAP

APPENDIX B - PREPAID PARCELS

APPENDIX C - ASSESSED VALUE OF THE PID

APPENDIX D-1 – PHASE #1 ASSESSMENT ROLL SUMMARY - 2021-22

APPENDIX D-2 – PHASE #1 TIRZ CALCULATION - 2021-22

APPENDIX E-1 – PHASE #2 MAJOR IMPROVEMENT ASSESSMENT ROLL SUMMARY - 2021-22

APPENDIX E-2 – PHASE #2 MAJOR IMPROVEMENTS TIRZ CALCULATION - 2021-22

APPENDIX F – PHASE #2 DIRECT IMPROVEMENTS ASSESSMENT ROLL SUMMARY - 2021-22

I. INTRODUCTION

The Rudman Tract Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the Town Council on October 18, 2016 to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. The Town approved reimbursement obligations to finance the public improvements provided for the benefit of the property in the PID. Phase #1 Reimbursement Agreement in in the aggregate principal amount of $7,300,000 (the "Phase #1 Reimbursement Agreement") and Phase #2 Major Improvements Reimbursement Agreement in the aggregate principal amount of $2,075,000 (the "Phase #2 Major Improvements Reimbursement Agreement") are secured by Assessments.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the Town identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. On May 18, 2021, the Service and Assessment Plan was updated for Phase #2 Direct Improvements (the "Updated Service and Assessment Plan"), and a reimbursement agreement was executed in the amount of $9,160,000 (the "Phase #2 Direct Improvements Reimbursement Agreement") to finance the costs of the Phase #2 Direct Improvements.

Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2021-22 (the "Annual Service Plan Update").

The Town also adopted assessment rolls (the "Assessment Rolls") identifying the Assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update is related to the annual budget for the payment of PID obligations in 2021-22.

Capitalized terms used herein shall have the meanings defined in the Updated Service and Assessment Plan, unless specified otherwise herein.

(the remainder of this page is intentionally left blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Phase #1 Authorized Improvements Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on April 4, 2017, the initial total estimated costs of the Authorized Improvements were equal to $9,393,393, including $6,297,658 in Phase #1 direct costs and $2,867,610 in Phase #1 Major Improvement costs. As provided by the Kimberly-Horn & Associates (the "Project Engineer"), the actual costs of the Authorized Improvements were equal to $7,586,530, including, representing a decrease of $1,806,863 from the initial total estimated costs.

According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020, the Phase #1 Improvements were completed and accepted by the Town in May 2017.

Table II-A-1 on the following page summarizes the updated sources and uses of funds required to construct the Authorized Improvements and establish the PID. The Actual Costs of the Authorized Improvements were provided by the Project Engineer. For additional PID development-related information, refer to the link below:

https://emma.msrb.org/IssueView/Details/ES379221

(the remainder of this page is intentionally left blank)

Table II-A-1
Updated Sources and Uses – Authorized Improvements – Phase #1

Sources of Funds	Initial Estimated Budget [1]	Actual Costs[2]	Variance
Par amount	$7,300,000	$7,300,000	$0
Other funding sources	$2,093,393	$286,530	($1,806,863)
Total Sources	**$9,393,393**	**$7,586,530**	**($1,806,863)**
Uses of Funds			
Phase #1 Improvements			
Roadway improvements	$2,165,227	$2,336,210	$170,983
Water distribution system improvements	$840,020	$833,195	($6,825)
Sanitary sewer improvements	$730,300	$719,611	($10,689)
Storm drainage improvements	$1,464,831	$876,954	($587,877)
Other soft and miscellaneous costs	$1,097,280	$831,139	($266,141)
Subtotal: Phase #1 Improvements	*$6,297,658*	*$5,597,110*	*($700,548)*
Phase #1 Major Improvements			
Roadway improvements	$1,006,491	$580,555	($425,936)
Water distribution system improvements	$507,871	$187,483	($320,388)
Sanitary sewer improvements	$369,698	$515,262	$145,564
Storm drainage improvements	$317,755	$118,278	($199,477)
Other soft and miscellaneous costs	$665,795	$359,717	($306,078)
Subtotal: Phase #1 Major Improvements	*$2,867,610*	*$1,761,296*	*($1,106,314)*
Estimated PID establishment related costs	$228,125	$228,125	$0
Total Uses	**$9,393,393**	**$7,586,530**	**($1,806,863)**

1 – According to the Service and Assessment Plan dated April 4, 2017.
2 – According to information provided by the Project Engineer on August 5, 2020.

Authorized Improvement Area Cost Variances

As stated in Table II-A-1 above, there are significant variances to the Phase #1 Authorized Improvement aggregate budget. The Project Engineer has confirmed that the original budget line items accounted for significant contingency which was not needed. As a result, there was a net decrease in actual costs.

Phase #2 Major Improvements Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on April 4, 2017, the initial total estimated costs of the Phase #2 Major Improvements were equal to $2,167,026. As provided by the Project Engineer, the actual costs of the Phase #2 Major Improvements were equal to $1,328,697, including, representing a decrease of $838,329 from the initial total estimated costs.

According to the Developer's Quarterly Improvement Implementation Report dated as of June 30, 2020, the Phase #2 Major Improvements were completed and accepted by the Town in May 2017.

Table II-A-2 below summarizes the updated sources and uses of funds required to construct the Phase #2 Major Improvements and establish the PID. The Actual Costs of the Authorized Improvements were provided by the Project Engineer. For additional PID development-related information, refer to the link below:

https://emma.msrb.org/RE1362354-RE1058879-RE1468369.pdf

Table II-A-2
Updated Sources and Uses – Phase #2 Major Improvements

Sources of Funds	Initial Estimated Budget [1]	Actual Costs[2]	Variance
Par amount	$2,075,000	$1,365,000	($710,000)
Other funding sources	$393,901	$265,572	($128,329)
Total Sources	**$2,468,901**	**$1,630,572**	**($838,329)**
Uses of Funds			
Phase #2 Major Improvements			
Roadway improvements	$760,596	$437,963	($322,633)
Water distribution system improvements	$383,793	$141,435	($242,359)
Sanitary sewer improvements	$279,378	$388,707	$109,329
Storm drainage improvements	$240,124	$89,227	($150,897)
Other soft and miscellaneous costs	$503,135	$271,366	($231,769)
Subtotal: Phase #1 Major Improvements	*$2,167,026*	*$1,328,697*	*($838,329)*
Estimated PID establishment related costs	$301,875	$301,875	$0
Total Uses	**$2,468,901**	**$1,630,572**	**($838,329)**

1 – According to the Service and Assessment Plan dated April 4, 2017.
2 – According to information provided by the Project Engineer on August 5, 2020.

Phase #2 Major Improvements Cost Variances

As stated in Table II-A-2 on the previous page, there are significant variances to the Phase #2 Major Improvements aggregate budget. The project engineer has confirmed that the original budget line items included substantial contingency that was subsequently determined as excessive. As a result of this determination, $710,000 in excess funds were used to permanently reduce Phase #2 Major Improvements Reimbursement Agreement balance on March 1, 2020, resulting in a net decrease in total actual costs.

Phase #2 Direct Improvements Sources and Uses

Pursuant to the Updated Service and Assessment Plan adopted on May 18, 2021, the initial total estimated costs of the Phase #2 Direct Improvements were equal to $9,261,884. As provided by the Project Engineer, the actual costs of the Phase #2 Direct Improvements remain unchanged from the initial total estimated costs as of August 5, 2021.

Table II-A-3 below summarizes the updated sources and uses of funds required to construct the Phase #2 Direct Improvements as shown in the Updated Service and Assessment Plan.

Table II-A-3
Updated Sources and Uses – Phase #2 Direct Improvements

Sources of Funds	Initial Estimated Budget	Budget Revisions	Updated Budget	Amount Spent to Date	Remaining Balance
Phase #2 Direct Improvements Reimbursement Agreement	$9,160,000	$0	$9,160,000	$0	$9,160,000
Other funding sources					
Developer contributions	$101,884	$0	$101,884	$0	$101,884
Subtotal: Other funding sources	*$101,884*	*$0*	*$101,884*	*$0*	*$101,884*
Total Sources	**$9,261,884**	**$0**	**$9,261,884**	**$0**	**$9,261,884**
Uses of Funds					
Major Improvements					
Road Improvements including Right-of-way	$4,351,483	$0	$4,351,483	$0	$4,351,483
Water Distribution System Improvements	$673,280	$0	$673,280	$0	$673,280
Sanitary Sewer Improvements	$1,931,897	$0	$1,931,897	$0	$1,931,897
Storm Drainage Improvements	$1,108,974	$0	$1,108,974	$0	$1,108,974
Other Soft and Miscellaneous Costs	$1,196,250	$0	$1,196,250	$0	$1,196,250
Total Uses	**$9,261,884**	**$0**	**$9,261,884**	**$0**	**$9,261,884**

1 – According to the Project Engineer as of August 5, 2021.

Phase #2 Direct Improvements Cost Variances

As stated in Table II-A-3 on the previous page, there are no significant variances to the Phase #2 Direct Improvements aggregate budget.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years.

For additional details regarding the PID Authorized Improvements, refer to the links provided in Section II.A. of this report.

All of the Authorized Improvements are expected to be built within a period of five years. The actual costs for the Authorized Improvements are shown in Section II.A of this report, and the Annual Installments expected to be collected for these costs is shown by Table II-B-1 below.

Table II-B-1
Projected Annual Installments (2017-2027)

Assessment Year ending 09/01	Projected Annual Installments Phase #1[1]	Projected Annual Installments Phase #2 Major Improvements[1]	Projected Annual Installments Phase #2 Direct Improvements[1]
2017-2021	$3,365,642	$572,316	$0
2022	$579,145	$116,900	$723,908
2023	$625,672	$245,261	$729,408
2024	$627,631	$249,342	$729,537
2025	$628,914	$252,940	$729,675
2026	$629,519	$251,055	$729,824
2027	$629,448	$254,182	$635,784
Total	**$8,768,792**	**$2,228,154**	**$4,564,294**

1 – Assessment years ending 2017 through 2022 reflect actual Annual Installments and are net of applicable reserve fund income, capitalized interest and TIRZ Credits. Assessment years 2023 through 2027 reflect projected Annual Installments and are subject to change.

C. Status of Development

See Table II-C-1 on the following page for the estimated status of completed homes within the portion of Phase #1 located within the Town based on certificate of occupancy issuances, according to the Town.

Table II-C-1
Completed Homes – Phase #1

Status	Cumulative as of September 30, 2019	Cumulative as of June 30, 2020	Cumulative as of June 30, 2021
Homes completed[1]	5	24	43

1 – Homes completed are based on certificate of occupancy issuances as reported by the Town as of June 30, 2021.

See Appendix C for preliminary 2021 assessed values of all Parcels within the PID.

D. ANNUAL BUDGET – PHASE #1

Phase #1 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments beginning with the tax year following the execution of the Phase #1 Reimbursement Agreement, of which twenty-five (25) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest based on the interest rate applicable to the Phase #1 Reimbursement Agreement, which is 6.883 percent per annum for 2021-22. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22, and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan such as the TIRZ Annual Credit Amount and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments and administration of the PID.

Phase #1 Annual Installments to be Collected for 2021-22

The total outstanding cost of Phase #1 Improvements submitted by the Developer to the Town as of August 5, 2020 is $7,358,405. The outstanding principal balance on the Assessments is $6,955,848, which represents the Phase #1 reimbursement amount for 2021-22. Interest is

calculated on this reimbursement amount at the applicable interest rate explained on the previous page. The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-D-1 below.

Table II-D-1
Budget for the Phase #1 Annual Installments
to be Collected for 2021-22

Description	Total
Interest through September 1, 2022	$478,771
Principal due by September 1, 2022	$120,000
Subtotal debt service on Phase #1 Reimbursement Agreement	*$598,771*
Administrative Expenses	$34,000
Subtotal Expenses	$632,771
Available TIRZ Credit	($43,626)
Available Administrative Expense account	($10,000)
Subtotal funds available	($53,626)
Annual Installments	**$579,145**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due for 2021-22 in the amount of $478,771, which equal interest on the outstanding Assessments balance of $6,955,848 for one year and an effective interest rate of 6.883 percent. Annual Installments to be collected include a principal amount of $120,000. As a result, total Annual Installments to be collected for Phase #1 for principal and interest in 2021-22 is estimated to be equal to $598,771.

Administrative Expenses

Administrative Expenses include the Town, Administrator, auditor, and contingency fees. As shown in Table II-D-2 on the following page, the total administrative expenses to be collected for 2021-22 are estimated to be $34,000.

(remainder of page left intentionally blank)

Table II-D-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$2,000
Administrator	$25,000
Auditor	$4,000
Contingency	$3,000
Total	**$34,000**

Available TIRZ Credit

According to the Denton County Tax Assessor-Collector, there have been TIRZ increments collected in 2020 in the total amount of $43,626 that are available to be used as TIRZ Credit in 2021-22 for the respective Parcels within Phase #1. This TIRZ Credit amount is allocated based upon the amount of TIRZ increment generated by each Parcel within Phase #1 and each Parcel that has an outstanding Phase #1 Assessment balance as of September 1, 2021 as shown in Appendix D-2.

Available Administrative Expense Account

As of July 31, 2021, there is $10,000 anticipated to be available in the Administrative Expense Fund to reduce the Phase #1 Annual Installment for 2021-22.

E. Annual Installments per Units – Phase #1

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on Phase #1 Reimbursement Agreement and to cover Administrative Expenses of the PID.

According to the original Service and Assessment Plan, 275 residential units were estimated to be built within Phase #1 of the PID, representing 243.38 Equivalent Units. As of July 31, 2021, one unit has prepaid their Phase #1 Assessment in full resulting in 1.00 Equivalent Unit being prepaid. As a result, 274 units representing 242.38 total Equivalent Units will be billed for the 2021-22 Annual Installment. Accordingly, the net principal and interest portion of Annual Installment to be collected from each unit will be $2,470.38 (i.e. $598,771 ÷ 242.38 = $2,470.38). The net Administrative Expenses to be collected from each unit will be $99.02 (i.e. ($34,000 - $10,000) ÷ 242.38 = $99.02). As a result, the total Annual Installment to be collected from each unit within the PID will be $2,569.40 (i.e. $2,470.38 + $99.02 = $2,569.40).

The Annual Installment due to be collected from each Land Use Class in Phase #1 of the PID for 2021-22 is shown in II-E-1 on the following page.

Table II-E-1
Annual Installment Per Unit – Phase #1

Land Use Class	Annual Installment[1]	Equivalent Unit Factor	Annual Installment Per Unit[1]
Lot Type 1 (60' Lot)	$2,569.40	1.00	$2,569.40
Lot Type 2 (50' Lot)	$2,569.40	0.83	$2,132.60

1 – Annual Installment and Annual Installment per Unit amounts do not include applicable TIRZ Credits, if any.

The list of Parcels within Phase #1 the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix D-1.

F. Annual Budget – Phase #2 Major Improvements

Phase #2 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments beginning with the tax year following the execution of the Phase #2 Major Improvements Reimbursement Agreement, of which twenty-five (25) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest based on the interest rate applicable to the Phase #2 Major Improvements Reimbursement Agreement, which is 6.883 percent per annum for 2021-22. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22, and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan such as the TIRZ Annual Credit Amount and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #2 Major Improvements Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected

with the Annual Installments to pay expenses related to the collection of the Annual Installments and administration of the PID.

Phase #2 Major Improvements Annual Installments to be Collected for 2021-22

The total outstanding cost of Phase #2 Major Improvements submitted by the Developer to the Town as of August 5, 2020 is $1,328,697. The outstanding principal balance on the Phase #2 Major Improvements Assessments is $1,345,000 (after the reduction of the Authorized Improvements budget by $710,000), which represents the Phase #2 reimbursement amount for 2021-22. Interest is calculated on this reimbursement amount at the applicable interest rate explained on the previous page. The budget for the Phase #2 Major Improvements of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-F-1 below.

Table II-F-1
Budget for the Phase #2 Major Improvements Annual Installments to be Collected for 2021-22

Description	Total
Interest through September 1, 2022	$90,078
Principal due on September 1, 2022	$10,000
Subtotal debt service on Phase #2 Major Improvements Reimbursement Agreement	*$100,078*
Administrative Expenses	$30,000
Subtotal Expenses	*$130,078*
Available TIRZ Credit	($3,177)
Available Administrative Expense account	($10,000)
Subtotal funds available	*($13,177)*
Annual Installments	**$116,900**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due for 2021-22 in the amount of $90,078, which equal interest on the outstanding Assessments balance of $1,345,000 for one year and an effective interest rate of 6.883 percent. Annual Installments to be collected include a principal amount of $10,000. As a result, total Annual Installments to be collected for Phase #2 for principal and interest in 2021-22 is estimated to be equal to $100,078.

Administrative Expenses

Administrative Expenses include the Town, Administrator, auditor, and contingency fees. As shown in Table II-F-2 below, the total administrative expenses to be collected for 2021-22 are estimated to be $30,000.

Table II-F-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$1,000
Administrator	$25,000
Auditor	$1,500
Contingency	$2,500
Total	**$30,000**

Available TIRZ Credit

According to the Denton County Tax Assessor-Collector, there have been TIRZ increments collected in 2020 in the total amount of $3,177 that are available to be used as TIRZ Credit in 2021-22 for the Parcel within Phase #2. This TIRZ Credit amount to the Phase #2 Parcel within as shown in Appendix E-2.

Available Administrative Expense Account

As of July 31, 2021, there is $10,000 anticipated to be available in the Administrative Expense Fund to reduce the Phase #2 Major Improvements Annual Installment for 2021-22.

G. Annual Installments per Units – Phase #2 Major Improvements

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on Phase #2 Major Improvements Reimbursement Agreement and to cover Administrative Expenses of the PID.

According to the Updated Service and Assessment Plan, 206 residential units are estimated to be built within Phase #2 of the PID, representing 189.75 Equivalent Units. Accordingly, the net principal and interest portion of Annual Installment to be collected from each unit will be $527.42 (i.e. $100,078 ÷ 189.75 = $527.42). The net Administrative Expenses to be collected from each unit will be $105.40 (i.e. ($30,000 - $10,000) ÷ 189.75 = $105.40). As a result, the total Annual Installment to be collected from each unit within the PID will be $632.82 (i.e. $527.42 + $105.40 = $632.82).

The Phase #2 Major Improvement Annual Installment due to be collected from each Land Use Class in Phase #2 of the PID for 2021-22 is shown in II-G-1 below.

Table II-G-1
Phase #2 Major Improvement Annual Installment Per Unit

Land Use Class	Annual Installment	Equivalent Unit Factor	Annual Installment Per Unit
Lot Type 1 (60' Lot)	$632.82	1.00	$632.82
Lot Type 2 (50' Lot)	$632.82	0.87	$550.55

1 – Annual Installment and Annual Installment per Unit amounts do not include applicable TIRZ Credits, if any.

The list of Parcels within Phase #2 the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix E-1.

H. Annual Budget – Phase #2 Direct Improvements

Phase #2 Direct Improvements - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments beginning with the tax year following the execution of the Phase #2 Direct Improvements Reimbursement Agreement. As a result, the first Annual Installment will be due January 31, 2022, of which thirty (30) Annual Installments remain outstanding.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest based on the interest rate applicable to the Phase #2 Direct Improvements Reimbursement Agreement, which is 7.63 percent per annum for 2021-22. These payments, the "Annual Installments" of the Assessments, shall be billed by the Town in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2021-22, and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan such as the TIRZ Annual Credit Amount and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #2 Direct Improvements Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments and administration of the PID.

Phase #2 Direct Improvements Annual Installments to be Collected for 2021-22

The outstanding principal balance on the Phase #2 Direct Improvements Assessments is $9,160,000, which represents the Phase #2 Direct Improvements reimbursement amount for 2021-22. Interest is calculated on this reimbursement amount at the applicable interest rate explained on the previous page. The budget for the Phase #2 Direct Improvements of the PID will be paid from the collection of Annual Installments collected for 2021-22 as shown by Table II-H-1 below.

Table II-H-1
Budget for the Phase #2 Direct Improvements Annual Installments to be Collected for 2021-22

Description	Total
Interest through September 1, 2022	$698,908
Principal due on September 1, 2022	$0
Subtotal debt service on Phase #2 Direct Improvements Reimbursement Agreement	*$698,908*
Administrative Expenses	$25,000
Subtotal Expenses	*$723,908*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$723,908**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due for 2021-22 in the amount of $698,908, which equal interest on the outstanding Assessments balance of $9,160,000 for one year and an effective interest rate of 7.63 percent. There is no principal amount due to be collected for 2021-22. As a result, total Annual Installments to be collected for Phase #2 Direct Improvements for principal and interest in 2021-22 is estimated to be equal to $698,908.

Administrative Expenses

Administrative Expenses include the Town, Administrator, auditor, and contingency fees. As shown in Table II-H-2 on the following page, the total administrative expenses to be collected for 2021-22 are estimated to be $25,000.

Table II-H-2
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/1/21-8/31/22)
Town	$1,000
Administrator	$20,000
Auditor	$1,500
Contingency	$2,500
Total	**$25,000**

Available Administrative Expense Account

As of July 31, 2021, there are no funds anticipated to be available in the Administrative Expense Fund to reduce the Phase #2 Direct Improvements Annual Installment for 2021-22.

I. Annual Installments per Units – Phase #2 Direct Improvements

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on Phase #2 Direct Improvements Reimbursement Agreement and to cover Administrative Expenses of the PID.

According to the Updated Service and Assessment Plan, 206 residential units are estimated to be built within Phase #2 of the PID, representing 189.75 Equivalent Units. Accordingly, the net principal and interest portion of Annual Installment to be collected from each unit will be $3,683.31 (i.e. $698,908 ÷ 189.75 = $3,683.31). The net Administrative Expenses to be collected from each unit will be $131.75 (i.e. $25,000 ÷ 189.75 = $131.75). As a result, the total Annual Installment to be collected from each unit within the PID will be $3,815.06 (i.e. $3,683.31 + $131.75 = $3,815.06).

The Phase #2 Direct Improvements Annual Installment due to be collected from each Land Use Class in Phase #2 of the PID for 2021-22 is shown in II-I-1 below.

Table II-I-1
Phase #2 Direct Improvements Annual Installment Per Unit

Land Use Class	Annual Installment	Equivalent Unit Factor	Annual Installment Per Unit
Lot Type 1 (60' Lot)	$3,815.06	1.00	$3,815.06
Lot Type 2 (50' Lot)	$3,815.06	0.87	$3,319.10

1 – Annual Installment and Annual Installment per Unit amounts do not include applicable TIRZ Credits, if any.

The list of Parcels within Phase #2 the PID, the number of units to be developed on the current residential Parcels, the corresponding total Equivalent Units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix F**.**

H. BOND REDEMPTION RELATED UPDATES

According to the Project Engineer, the original estimated costs for the Phase #2 Major Improvements included significant amounts for contingency. The project engineer has confirmed that $710,000 was available in the Project Fund. Those funds were used to redeem $710,000 in Phase #2 Bonds on March 1, 2020.

(the remainder of this page is intentionally left blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Updated Service and Assessment Plan adopted by the Town Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed within the PID, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

According to the original Service and Assessment Plan, Lot Type 1 (60') Lots with Phase #2 of the PID were allocated Assessments based on an estimated home value of $337,500 and Lot Type 2 (50') Lots within Phase #2 of the PID were allocated Assessments based on an estimated home value of $281,250. As a result, Lot Type 1 (60') Lots were assigned an Equivalent Unit factor of 1.00 and Lot Type 2 (50') Lots were assigned an Equivalent factor of 0.83.

As shown in the Updated Service and Assessment Plan, the estimated home values for Lot Type 1 (60') Lots and Lot Type 2 (50') Lots were updated to $452,000 and $393,000, respectively. As a result, Lot Type 1 (60') Lots and Lot Type 2 (50') Lots within Phase #2 of the PID have a revised Equivalent Unit factor of 1.00 and 0.87, respectively.

Except as noted above, the method of assessing property has not been changed and Assessed Property will continue to be as provided in the Updated Service and Assessment Plan.

(the remainder of this page is intentionally left blank)

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Updated Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in 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 VII.C of the Service and Assessment Plan.

The Assessment Roll summary is shown in Appendix A. Each Parcel in the PID is identified, along with the outstanding Assessment on each Parcel, and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula on the following page:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the estimated Equivalent Units to be built on each newly subdivided Parcel

D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to Denton Central Appraisal District ("DCAD") online records, final plats, Phase #1A for 59 Phase #1 residential units and Phase #1B for 216 Phase #1 residential units, which were subdivided from Parcel 38224 and Parcel 38229, were recorded on January 22, 2019 and June 12, 2019, respectively. Phase #1A residential units were billed individually in 2019-20. Phase #1B

Parcels were not recognized by DCAD in 2019. As a result, Annual Installments for Phase #1B Parcels were billed individually beginning in 2020-21.

B. PREPAYMENT OF ASSESSMENTS

Phase #1

As of July 31, 2021, one (1) Parcel within Phase #1 of the PID has prepaid their Phase #1 Assessment in full.

Phase #2 Major Improvements

As of July 31, 2021, no Parcels within Phase #2 of the PID have prepaid their Phase #2 Major Improvements Assessment.

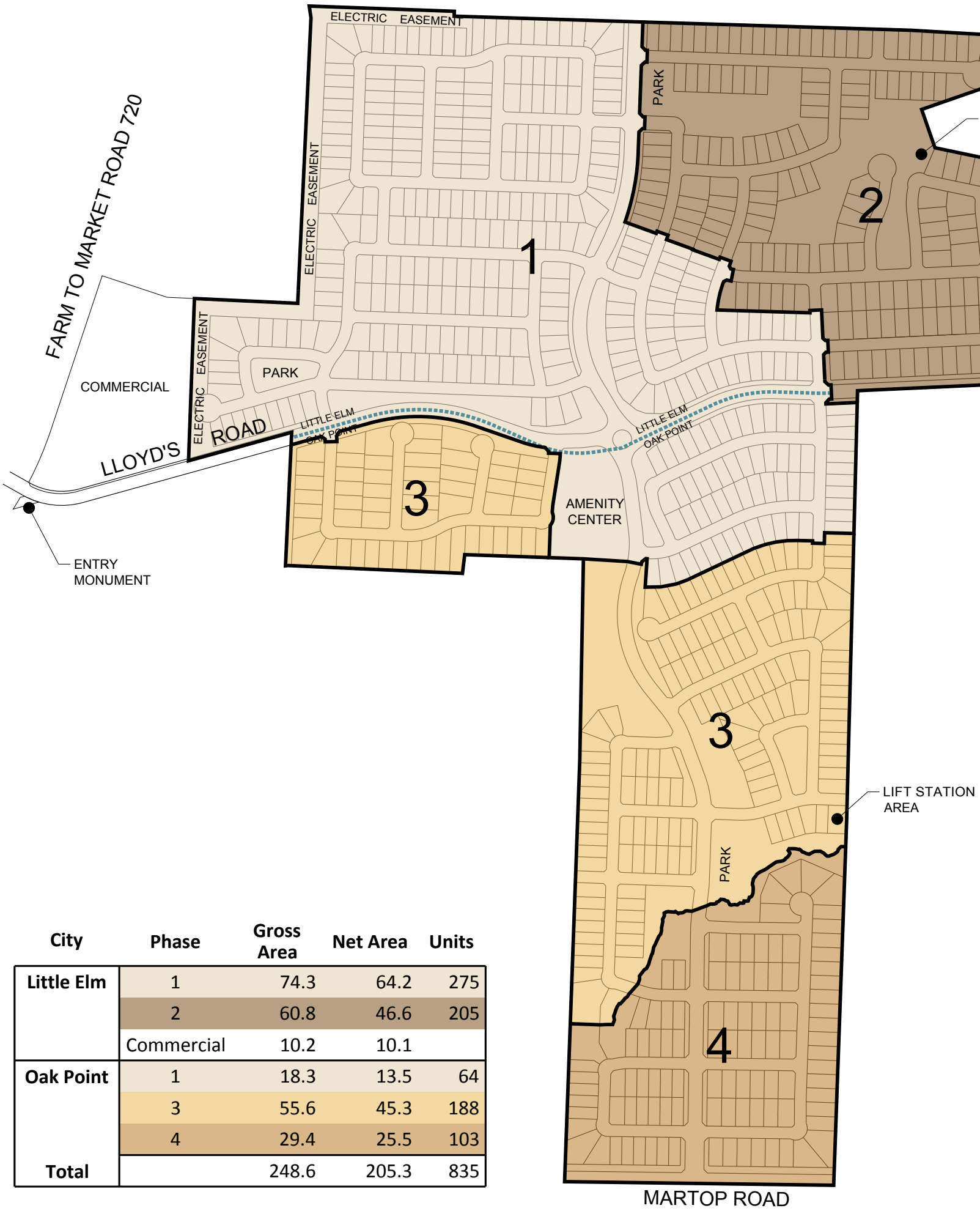
Phase #2 Direct Improvements

As of July 31, 2021, no Parcels within Phase #2 of the PID have prepaid their Phase #2 Direct Improvement Assessment.

The complete Assessment Roll is available for review at the Little Elm Town Hall, located at 100 Eldorado Parkway, Little Elm, Texas 75068.

(the remainder of this page is intentionally left blank)

APPENDIX A
PID MAP



City	Phase	Gross Area	Net Area	Units
Little Elm	1	74.3	64.2	275
	2	60.8	46.6	205
	Commercial	10.2	10.1	
Oak Point	1	18.3	13.5	64
	3	55.6	45.3	188
	4	29.4	25.5	103
Total		248.6	205.3	835

*Phase 1 Areas include offsite Lloyd Road improvements
**Net Area is net of Open Spaces, Electric Easement, Amenity Center, Parks & Areas not to be developed

Phase	Little Elm		Oak Point		Phase
	50' Lot	*60' Lot*	*50' Lot*	*60' Lot*	**Total**
1	186	89	64		339
2	124	81			205
3			133	55	188
4			38	65	103
Total	310	170	235	120	**835**

north

GRAPHIC SCALE IN FEET

0 250 500 1000

1" = 500'@ 11x17

PHASE MAP

Rudman NORTH

City of Oak Point & Town of Little Elm, Texas
January 2017

DWG NAME K:\FRI_CIVIL\SINGLE FAMILY PURSUITS\2014024 - RUDMAN NORTH TRACT\DWG\PRELIMINARY\EXHIBITS\EXHIBIT-PHASES.DWG
LAST SAVED 1/9/2017 5:16 PM

Kimley»Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

APPENDIX B
PREPAID PARCELS

APPENDIX B

Parcel ID	Prepayment Date	Amount	Full/Partial
749022	April 2021	$29,152	Full
TOTAL		**$29,152**	

APPENDIX C
ASSESSED VALUE OF THE PID

Appendix C

Rudman Tract PID

2021 Preliminary Assessed Value per Phase

Phase	Parcels	2021 Assessed Value[2]
Phase #1[1]	287	$43,502,297
Phase #2	1	$2,461,192
Total	**288**	**$45,963,489**

1 - Parcels include 275 residential lots and 12 open space lots.

6 - Parcel assessed values reflect 2021 preliminary values in accordance with Denton Central Appraisal District online records as of July 31, 2021.

APPENDIX D-1
PHASE #1 ASSESSMENT ROLL SUMMARY - 2021-22

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
748987	1	1.00	$28,698	$495	$1,975	$99.02	($72.61)	$2,496.79
748988	1	1.00	$28,698	$495	$1,975	$99.02	($751.06)	$1,818.34
748989	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
748990	1	1.00	$28,698	$495	$1,975	$99.02	($765.22)	$1,804.18
748991	1	1.00	$28,698	$495	$1,975	$99.02	($759.39)	$1,810.01
748992	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
748993[1]	1	0.50	$14,349	$248	$988	$49.51	($383.93)	$900.77
958868[1]		0.50	$14,349	$248	$988	$49.51	($383.93)	$900.77
748994	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
748995	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
748996	1	1.00	$28,698	$495	$1,975	$99.02	($737.36)	$1,832.04
748997	1	1.00	$28,698	$495	$1,975	$99.02	($687.06)	$1,882.34
748998	1	1.00	$28,698	$495	$1,975	$99.02	($767.95)	$1,801.45
748999	1	1.00	$28,698	$495	$1,975	$99.02	($546.86)	$2,022.54
749000	1	1.00	$28,698	$495	$1,975	$99.02	($70.16)	$2,499.24
749001	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749002	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749003	1	1.00	$28,698	$495	$1,975	$99.02	($726.24)	$1,843.16
749004	1	1.00	$28,698	$495	$1,975	$99.02	($117.68)	$2,451.72
749005	1	1.00	$28,698	$495	$1,975	$99.02	($117.68)	$2,451.72
749006	1	1.00	$28,698	$495	$1,975	$99.02	($735.65)	$1,833.75
749007	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749008	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749009	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749010	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749011	1	1.00	$28,698	$495	$1,975	$99.02	($70.55)	$2,498.85
749012	1	1.00	$28,698	$495	$1,975	$99.02	($74.27)	$2,495.13
749013	1	1.00	$28,698	$495	$1,975	$99.02	($767.82)	$1,801.58
749014	1	1.00	$28,698	$495	$1,975	$99.02	($600.09)	$1,969.31
749015	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749016	1	1.00	$28,698	$495	$1,975	$99.02	($615.88)	$1,953.52
749017	1	1.00	$28,698	$495	$1,975	$99.02	($577.40)	$1,992.00
749018	1	1.00	$28,698	$495	$1,975	$99.02	($611.49)	$1,957.91
749019	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749020	1	1.00	$28,698	$495	$1,975	$99.02	($584.06)	$1,985.34
749021	1	1.00	$28,698	$495	$1,975	$99.02	$0.00	$2,569.40
749022	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
749023	1	1.00	$28,698	$495	$1,975	$99.02	($71.53)	$2,497.87
749024	1	0.83	$23,819	$411	$1,639	$82.18	($55.70)	$2,076.90
749025	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749026	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749027	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749028	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749029	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749030	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
749031	1	0.83	$23,819	$411	$1,639	$82.18	($54.13)	$2,078.47
749032	1	0.83	$23,819	$411	$1,639	$82.18	($67.07)	$2,065.53
749033	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
749034	1	1.00	$28,698	$495	$1,975	$99.02	($77.12)	$2,492.28
749035	1	1.00	$28,698	$495	$1,975	$99.02	($69.47)	$2,499.93
749036	1	1.00	$28,698	$495	$1,975	$99.02	($64.72)	$2,504.68
749037	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749038	1	1.00	$28,698	$495	$1,975	$99.02	($659.43)	$1,909.97
749039	1	1.00	$28,698	$495	$1,975	$99.02	($797.87)	$1,771.53
749040	1	0.83	$23,819	$411	$1,639	$82.18	($655.68)	$1,476.92
749041	1	0.83	$23,819	$411	$1,639	$82.18	($72.12)	$2,060.48
749042	1	0.83	$23,819	$411	$1,639	$82.18	($487.96)	$1,644.65
749043	1	0.83	$23,819	$411	$1,639	$82.18	($467.87)	$1,664.73
749044	1	0.83	$23,819	$411	$1,639	$82.18	($73.00)	$2,059.60
749045	1	1.00	$28,698	$495	$1,975	$99.02	($107.87)	$2,461.53
749046	1	1.00	$28,698	$495	$1,975	$99.02	($114.80)	$2,454.60
749047	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
749048	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
749049	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
749050	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757294	1	0.83	$23,819	$411	$1,639	$82.18	($118.04)	$2,014.57
757293	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757292	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757291	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757290	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757289	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757288	1	0.83	$23,819	$411	$1,639	$82.18	($113.42)	$2,019.18
757287	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757286	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757285	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757284	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757283	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757282	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757281	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757280	1	0.83	$23,819	$411	$1,639	$82.18	($113.42)	$2,019.18
757279	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757278	1	0.83	$23,819	$411	$1,639	$82.18	($114.53)	$2,018.08
757277	1	1.00	$28,698	$495	$1,975	$99.02	($125.42)	$2,443.98
757276	1	1.00	$28,698	$495	$1,975	$99.02	($117.29)	$2,452.11
757275	1	0.83	$23,819	$411	$1,639	$82.18	($113.60)	$2,019.00
757274	1	0.83	$23,819	$411	$1,639	$82.18	($102.67)	$2,029.93
757273	1	0.83	$23,819	$411	$1,639	$82.18	($102.67)	$2,029.93
757272	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757271	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757270	1	1.00	$28,698	$495	$1,975	$99.02	($111.76)	$2,457.64

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757269	1	1.00	$28,698	$495	$1,975	$99.02	($147.95)	$2,421.45
757268	1	0.83	$23,819	$411	$1,639	$82.18	($108.58)	$2,024.02
757267	1	0.83	$23,819	$411	$1,639	$82.18	($107.11)	$2,025.50
757266	1	0.83	$23,819	$411	$1,639	$82.18	($106.37)	$2,026.23
757265	1	0.83	$23,819	$411	$1,639	$82.18	($104.89)	$2,027.71
757264	1	0.83	$23,819	$411	$1,639	$82.18	($112.49)	$2,020.11
757263	1	0.83	$23,819	$411	$1,639	$82.18	($117.85)	$2,014.75
757262	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757261	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757260	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757259	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757258	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757257	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757256	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757255	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757254	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757253	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757252	1	0.83	$23,819	$411	$1,639	$82.18	($114.34)	$2,018.26
757251	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757250	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757249	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757248	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757247	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757246	1	0.83	$23,819	$411	$1,639	$82.18	($114.34)	$2,018.26
757244	1	1.00	$28,698	$495	$1,975	$99.02	($112.49)	$2,456.91
757243	1	1.00	$28,698	$495	$1,975	$99.02	($115.82)	$2,453.58
757242	1	1.00	$28,698	$495	$1,975	$99.02	($116.56)	$2,452.84
757241	1	1.00	$28,698	$495	$1,975	$99.02	($113.60)	$2,455.80
757240	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757239	1	0.83	$23,819	$411	$1,639	$82.18	($113.79)	$2,018.81
757238	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757237	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757236	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757235	1	0.83	$23,819	$411	$1,639	$82.18	($104.89)	$2,027.71
757234	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757233	1	0.83	$23,819	$411	$1,639	$82.18	($133.73)	$1,998.87
757232	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757231	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757230	1	0.83	$23,819	$411	$1,639	$82.18	($109.17)	$2,023.43
757229	1	0.83	$23,819	$411	$1,639	$82.18	($109.17)	$2,023.43
757228	1	0.83	$23,819	$411	$1,639	$82.18	($109.17)	$2,023.43
757227	1	0.83	$23,819	$411	$1,639	$82.18	($109.17)	$2,023.43
757226	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757225	1	0.83	$23,819	$411	$1,639	$82.18	($117.48)	$2,015.12
757224	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757223	1	0.83	$23,819	$411	$1,639	$82.18	($134.47)	$1,998.13
757222	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757221	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757220	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757219	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757218	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757217	1	0.83	$23,819	$411	$1,639	$82.18	($118.96)	$2,013.64
757216	1	1.00	$28,698	$495	$1,975	$99.02	($124.31)	$2,445.09
757215	1	1.00	$28,698	$495	$1,975	$99.02	($193.65)	$2,375.75
757214	1	1.00	$28,698	$495	$1,975	$99.02	($115.26)	$2,454.14
757213	1	1.00	$28,698	$495	$1,975	$99.02	($114.34)	$2,455.06
757212	1	1.00	$28,698	$495	$1,975	$99.02	($112.86)	$2,456.54
757211	1	1.00	$28,698	$495	$1,975	$99.02	($188.11)	$2,381.29
757210	1	1.00	$28,698	$495	$1,975	$99.02	($188.11)	$2,381.29
757209	1	1.00	$28,698	$495	$1,975	$99.02	($118.22)	$2,451.18
757208	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757207	1	0.83	$23,819	$411	$1,639	$82.18	($113.42)	$2,019.18
757206	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757205	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757204	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757203	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757202	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757201	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757200	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757199	1	0.83	$23,819	$411	$1,639	$82.18	($113.42)	$2,019.18
757198	1	0.83	$23,819	$411	$1,639	$82.18	($120.07)	$2,012.54
757197	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757196	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757195	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757194	1	0.83	$23,819	$411	$1,639	$82.18	($546.90)	$1,585.70
757193	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757192	1	0.83	$23,819	$411	$1,639	$82.18	($415.77)	$1,716.83
757191	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757190	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757189	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757188	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757187	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757186	1	0.83	$23,819	$411	$1,639	$82.18	$0.00	$2,132.60
757185	1	0.83	$23,819	$411	$1,639	$82.18	($553.73)	$1,578.87
757184	1	0.83	$23,819	$411	$1,639	$82.18	($240.91)	$1,891.69
757183	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757182	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757181	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757180	1	0.83	$23,819	$411	$1,639	$82.18	($120.25)	$2,012.35
757179	1	0.83	$23,819	$411	$1,639	$82.18	($127.27)	$2,005.34

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757178	1	0.83	$23,819	$411	$1,639	$82.18	($109.36)	$2,023.25
757177	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757176	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757175	1	0.83	$23,819	$411	$1,639	$82.18	($563.58)	$1,569.02
757174	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757173	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757172	1	0.83	$23,819	$411	$1,639	$82.18	($115.63)	$2,016.97
757171	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757170	1	0.83	$23,819	$411	$1,639	$82.18	($193.65)	$1,938.95
757169	1	0.83	$23,819	$411	$1,639	$82.18	($111.20)	$2,021.40
757168	1	0.83	$23,819	$411	$1,639	$82.18	($111.76)	$2,020.85
757167	1	0.83	$23,819	$411	$1,639	$82.18	($111.94)	$2,020.66
757166	1	0.83	$23,819	$411	$1,639	$82.18	($111.76)	$2,020.85
757165	1	0.83	$23,819	$411	$1,639	$82.18	($111.39)	$2,021.21
757164	1	0.83	$23,819	$411	$1,639	$82.18	($110.09)	$2,022.51
757163	1	0.83	$23,819	$411	$1,639	$82.18	($102.67)	$2,029.93
757162	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757161	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757160	1	0.83	$23,819	$411	$1,639	$82.18	($143.52)	$1,989.08
757159	1	0.83	$23,819	$411	$1,639	$82.18	($116.37)	$2,016.23
757158	1	0.83	$23,819	$411	$1,639	$82.18	($180.97)	$1,951.63
757157	1	0.83	$23,819	$411	$1,639	$82.18	($108.58)	$2,024.02
757156	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757155	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757154	1	0.83	$23,819	$411	$1,639	$82.18	($107.11)	$2,025.50
757153	1	0.83	$23,819	$411	$1,639	$82.18	($106.37)	$2,026.23
757152	1	0.83	$23,819	$411	$1,639	$82.18	($106.37)	$2,026.23
757151	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757150	1	0.83	$23,819	$411	$1,639	$82.18	($104.15)	$2,028.45
757149	1	0.83	$23,819	$411	$1,639	$82.18	($121.36)	$2,011.25
757148	1	1.00	$28,698	$495	$1,975	$99.02	($117.29)	$2,452.11
757147	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757146	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757145	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757144	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757143	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757142	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757141	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757140	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757139	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757138	1	1.00	$28,698	$495	$1,975	$99.02	($109.54)	$2,459.86
757137	1	1.00	$28,698	$495	$1,975	$99.02	($117.48)	$2,451.92
757136	1	0.83	$23,819	$411	$1,639	$82.18	($113.79)	$2,018.81
757135	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757134	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757133	1	0.83	$23,819	$411	$1,639	$82.18	($107.11)	$2,025.50
757132	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757131	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757130	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757129	1	0.83	$23,819	$411	$1,639	$82.18	($109.54)	$2,023.06
757128	1	0.83	$23,819	$411	$1,639	$82.18	($107.84)	$2,024.76
757127	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757126	1	0.83	$23,819	$411	$1,639	$82.18	($105.63)	$2,026.97
757125	1	0.83	$23,819	$411	$1,639	$82.18	($110.46)	$2,022.14
757124	1	0.83	$23,819	$411	$1,639	$82.18	($114.34)	$2,018.26
757122	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757121	1	1.00	$28,698	$495	$1,975	$99.02	($119.33)	$2,450.07
757120	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757119	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757118	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757117	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757116	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757115	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757114	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757113	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757112	1	1.00	$28,698	$495	$1,975	$99.02	($187.18)	$2,382.22
757111[1]	1	0.40	$11,479	$198	$790	$39.61	($44.92)	$982.84
975256[1]		0.60	$17,219	$297	$1,185	$59.41	($67.38)	$1,474.25
757110	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757109	1	1.00	$28,698	$495	$1,975	$99.02	($112.31)	$2,457.09
757108	1	1.00	$28,698	$495	$1,975	$99.02	($117.29)	$2,452.11
757107	1	0.83	$23,819	$411	$1,639	$82.18	($112.13)	$2,020.48
757106	1	0.83	$23,819	$411	$1,639	$82.18	($169.89)	$1,962.71
757105	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757104	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757103	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757102	1	0.83	$23,819	$411	$1,639	$82.18	($169.89)	$1,962.71
757101	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757100	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757099	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757098	1	0.83	$23,819	$411	$1,639	$82.18	$0.00	$2,132.60
757097	1	0.83	$23,819	$411	$1,639	$82.18	($169.89)	$1,962.71
757096	1	0.83	$23,819	$411	$1,639	$82.18	($169.89)	$1,962.71
757095	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757094	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757093	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757092	1	0.83	$23,819	$411	$1,639	$82.18	($186.57)	$1,946.03
757091	1	0.83	$23,819	$411	$1,639	$82.18	($498.22)	$1,634.39
757090	0	0.00	$0	$0	$0	$0.00	$0.00	$0.00
757089	1	0.83	$23,819	$411	$1,639	$82.18	($135.95)	$1,996.66

Appendix D-1
Phase #1 Assessment Roll Summary - 2021-22

Parcel[1]	Number of Units	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
757088	1	0.83	$23,819	$411	$1,639	$82.18	($112.86)	$2,019.74
757087	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757086	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757085	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757084	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757083	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757082	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757081	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757080	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757079	1	0.83	$23,819	$411	$1,639	$82.18	($114.89)	$2,017.71
757078	1	0.83	$23,819	$411	$1,639	$82.18	($109.73)	$2,022.88
757077	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757076	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757075	1	0.83	$23,819	$411	$1,639	$82.18	($103.41)	$2,029.19
757074	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757073	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757072	1	0.83	$23,819	$411	$1,639	$82.18	($102.67)	$2,029.93
757071	1	0.83	$23,819	$411	$1,639	$82.18	($101.93)	$2,030.67
757070	1	0.83	$23,819	$411	$1,639	$82.18	($119.51)	$2,013.09
Total	**275**	**242.38**	**$6,955,848**	**$120,000.00**	**$478,771.02**	**$24,000.00**	**($43,626.19)**	**$579,144.83**

1 - Parcel's Equivalent Unit, outstanding Assessment, and Annual Installment due are split based upon ownership records per the Denton County Appraisal District as of July 31, 2021 and as result, do not represent a new Lot Type.

APPENDIX D-2
PHASE #1 TIRZ CALCULATION - 2021-22

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
748987	$242.03	$0.00	$242.03	($72.61)	($72.61)
748988	$2,503.52	$0.00	$2,503.52	($751.06)	($751.06)
748989	$359.56	$0.00	$359.56	($107.87)	($107.87)
748990	$2,550.74	$0.00	$2,550.74	($765.22)	($765.22)
748991	$2,531.30	$0.00	$2,531.30	($759.39)	($759.39)
748992	$359.56	$0.00	$359.56	($107.87)	($107.87)
748993	$2,559.51	$0.00	$2,559.51	($383.93)	($383.93)
958868	$0.00	$0.00	$0.00	($383.93)	($383.93)
748994	$215.74	$0.00	$215.74	($64.72)	($64.72)
748995	$215.74	$0.00	$215.74	($64.72)	($64.72)
748996	$2,457.86	$0.00	$2,457.86	($737.36)	($737.36)
748997	$2,290.20	$0.00	$2,290.20	($687.06)	($687.06)
748998	$2,559.83	$0.00	$2,559.83	($767.95)	($767.95)
748999	$1,822.86	$0.00	$1,822.86	($546.86)	($546.86)
749000	$233.85	$0.00	$233.85	($70.16)	($70.16)
749001	$215.74	$0.00	$215.74	($64.72)	($64.72)
749002	$359.56	$0.00	$359.56	($107.87)	($107.87)
749003	$2,420.81	$0.00	$2,420.81	($726.24)	($726.24)
749004	$392.25	$0.00	$392.25	($117.68)	($117.68)
749005	$392.25	$0.00	$392.25	($117.68)	($117.68)
749006	$2,452.15	$0.00	$2,452.15	($735.65)	($735.65)
749007	$215.74	$0.00	$215.74	($64.72)	($64.72)
749008	$215.74	$0.00	$215.74	($64.72)	($64.72)
749009	$215.74	$0.00	$215.74	($64.72)	($64.72)
749010	$215.74	$0.00	$215.74	($64.72)	($64.72)
749011	$235.16	$0.00	$235.16	($70.55)	($70.55)
749012	$247.58	$0.00	$247.58	($74.27)	($74.27)
749013	$2,559.41	$0.00	$2,559.41	($767.82)	($767.82)
749014	$2,000.30	$0.00	$2,000.30	($600.09)	($600.09)
749015	$359.56	$0.00	$359.56	($107.87)	($107.87)
749016	$2,052.93	$0.00	$2,052.93	($615.88)	($615.88)
749017	$1,924.66	$0.00	$1,924.66	($577.40)	($577.40)
749018	$2,038.31	$0.00	$2,038.31	($611.49)	($611.49)
749019	$359.56	$0.00	$359.56	($107.87)	($107.87)
749020	$1,946.85	$0.00	$1,946.85	($584.06)	($584.06)
749021	$0.00	$0.00	$0.00	$0.00	$0.00
749022	$2,517.12	$0.00	$2,517.12	($755.14)	PREPAID
749023	$238.43	$0.00	$238.43	($71.53)	($71.53)
749024	$185.67	$0.00	$185.67	($55.70)	($55.70)
749025	$180.44	$0.00	$180.44	($54.13)	($54.13)
749026	$180.44	$0.00	$180.44	($54.13)	($54.13)
749027	$180.44	$0.00	$180.44	($54.13)	($54.13)
749028	$180.44	$0.00	$180.44	($54.13)	($54.13)
749029	$180.44	$0.00	$180.44	($54.13)	($54.13)
749030	$180.44	$0.00	$180.44	($54.13)	($54.13)
749031	$180.44	$0.00	$180.44	($54.13)	($54.13)
749032	$223.58	$0.00	$223.58	($67.07)	($67.07)
749033	$0.00	$0.00	$0.00	$0.00	$0.00
749034	$257.06	$0.00	$257.06	($77.12)	($77.12)
749035	$231.57	$0.00	$231.57	($69.47)	($69.47)
749036	$215.74	$0.00	$215.74	($64.72)	($64.72)
749037	$359.56	$0.00	$359.56	($107.87)	($107.87)
749038	$2,198.09	$0.00	$2,198.09	($659.43)	($659.43)
749039	$2,659.57	$0.00	$2,659.57	($797.87)	($797.87)
749040	$2,185.60	$0.00	$2,185.60	($655.68)	($655.68)
749041	$240.39	$0.00	$240.39	($72.12)	($72.12)
749042	$1,626.52	$0.00	$1,626.52	($487.96)	($487.96)
749043	$1,559.57	$0.00	$1,559.57	($467.87)	($467.87)

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
749044	$243.33	$0.00	$243.33	($73.00)	($73.00)
749045	$359.56	$0.00	$359.56	($107.87)	($107.87)
749046	$382.67	$0.00	$382.67	($114.80)	($114.80)
749047	$0.00	$0.00	$0.00	$0.00	$0.00
749048	$0.00	$0.00	$0.00	$0.00	$0.00
749049	$0.00	$0.00	$0.00	$0.00	$0.00
749050	$0.00	$0.00	$0.00	$0.00	$0.00
757294	$393.45	$0.00	$393.45	($118.04)	($118.04)
757293	$339.78	$0.00	$339.78	($101.93)	($101.93)
757292	$339.78	$0.00	$339.78	($101.93)	($101.93)
757291	$339.78	$0.00	$339.78	($101.93)	($101.93)
757290	$339.78	$0.00	$339.78	($101.93)	($101.93)
757289	$373.75	$0.00	$373.75	($112.13)	($112.13)
757288	$378.06	$0.00	$378.06	($113.42)	($113.42)
757287	$352.09	$0.00	$352.09	($105.63)	($105.63)
757286	$352.09	$0.00	$352.09	($105.63)	($105.63)
757285	$352.09	$0.00	$352.09	($105.63)	($105.63)
757284	$352.09	$0.00	$352.09	($105.63)	($105.63)
757283	$352.09	$0.00	$352.09	($105.63)	($105.63)
757282	$352.09	$0.00	$352.09	($105.63)	($105.63)
757281	$352.09	$0.00	$352.09	($105.63)	($105.63)
757280	$378.06	$0.00	$378.06	($113.42)	($113.42)
757279	$0.00	$0.00	$0.00	$0.00	$0.00
757278	$381.75	$0.00	$381.75	($114.53)	($114.53)
757277	$418.07	$0.00	$418.07	($125.42)	($125.42)
757276	$390.98	$0.00	$390.98	($117.29)	($117.29)
757275	$378.67	$0.00	$378.67	($113.60)	($113.60)
757274	$342.24	$0.00	$342.24	($102.67)	($102.67)
757273	$342.24	$0.00	$342.24	($102.67)	($102.67)
757272	$623.94	$0.00	$623.94	($187.18)	($187.18)
757271	$374.36	$0.00	$374.36	($112.31)	($112.31)
757270	$372.52	$0.00	$372.52	($111.76)	($111.76)
757269	$493.16	$0.00	$493.16	($147.95)	($147.95)
757268	$361.94	$0.00	$361.94	($108.58)	($108.58)
757267	$357.02	$0.00	$357.02	($107.11)	($107.11)
757266	$354.56	$0.00	$354.56	($106.37)	($106.37)
757265	$349.63	$0.00	$349.63	($104.89)	($104.89)
757264	$374.98	$0.00	$374.98	($112.49)	($112.49)
757263	$392.83	$0.00	$392.83	($117.85)	($117.85)
757262	$339.78	$0.00	$339.78	($101.93)	($101.93)
757261	$339.78	$0.00	$339.78	($101.93)	($101.93)
757260	$339.78	$0.00	$339.78	($101.93)	($101.93)
757259	$339.78	$0.00	$339.78	($101.93)	($101.93)
757258	$373.75	$0.00	$373.75	($112.13)	($112.13)
757257	$373.75	$0.00	$373.75	($112.13)	($112.13)
757256	$339.78	$0.00	$339.78	($101.93)	($101.93)
757255	$339.78	$0.00	$339.78	($101.93)	($101.93)
757254	$339.78	$0.00	$339.78	($101.93)	($101.93)
757253	$339.78	$0.00	$339.78	($101.93)	($101.93)
757252	$381.13	$0.00	$381.13	($114.34)	($114.34)
757251	$373.75	$0.00	$373.75	($112.13)	($112.13)
757250	$339.78	$0.00	$339.78	($101.93)	($101.93)
757249	$339.78	$0.00	$339.78	($101.93)	($101.93)
757248	$339.78	$0.00	$339.78	($101.93)	($101.93)
757247	$339.78	$0.00	$339.78	($101.93)	($101.93)
757246	$381.13	$0.00	$381.13	($114.34)	($114.34)
757244	$374.98	$0.00	$374.98	($112.49)	($112.49)
757243	$386.06	$0.00	$386.06	($115.82)	($115.82)

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
757242	$388.52	$0.00	$388.52	($116.56)	($116.56)
757241	$378.67	$0.00	$378.67	($113.60)	($113.60)
757240	$0.00	$0.00	$0.00	$0.00	$0.00
757239	$379.29	$0.00	$379.29	($113.79)	($113.79)
757238	$339.78	$0.00	$339.78	($101.93)	($101.93)
757237	$339.78	$0.00	$339.78	($101.93)	($101.93)
757236	$339.78	$0.00	$339.78	($101.93)	($101.93)
757235	$349.63	$0.00	$349.63	($104.89)	($104.89)
757234	$365.13	$0.00	$365.13	($109.54)	($109.54)
757233	$445.77	$0.00	$445.77	($133.73)	($133.73)
757232	$339.78	$0.00	$339.78	($101.93)	($101.93)
757231	$344.71	$0.00	$344.71	($103.41)	($103.41)
757230	$363.90	$0.00	$363.90	($109.17)	($109.17)
757229	$363.90	$0.00	$363.90	($109.17)	($109.17)
757228	$363.90	$0.00	$363.90	($109.17)	($109.17)
757227	$363.90	$0.00	$363.90	($109.17)	($109.17)
757226	$359.48	$0.00	$359.48	($107.84)	($107.84)
757225	$391.60	$0.00	$391.60	($117.48)	($117.48)
757224	$0.00	$0.00	$0.00	$0.00	$0.00
757223	$448.23	$0.00	$448.23	($134.47)	($134.47)
757222	$373.75	$0.00	$373.75	($112.13)	($112.13)
757221	$339.78	$0.00	$339.78	($101.93)	($101.93)
757220	$339.78	$0.00	$339.78	($101.93)	($101.93)
757219	$339.78	$0.00	$339.78	($101.93)	($101.93)
757218	$373.75	$0.00	$373.75	($112.13)	($112.13)
757217	$396.53	$0.00	$396.53	($118.96)	($118.96)
757216	$414.37	$0.00	$414.37	($124.31)	($124.31)
757215	$645.49	$0.00	$645.49	($193.65)	($193.65)
757214	$384.21	$0.00	$384.21	($115.26)	($115.26)
757213	$381.13	$0.00	$381.13	($114.34)	($114.34)
757212	$376.21	$0.00	$376.21	($112.86)	($112.86)
757211	$627.02	$0.00	$627.02	($188.11)	($188.11)
757210	$627.02	$0.00	$627.02	($188.11)	($188.11)
757209	$394.06	$0.00	$394.06	($118.22)	($118.22)
757208	$0.00	$0.00	$0.00	$0.00	$0.00
757207	$378.06	$0.00	$378.06	($113.42)	($113.42)
757206	$352.09	$0.00	$352.09	($105.63)	($105.63)
757205	$352.09	$0.00	$352.09	($105.63)	($105.63)
757204	$352.09	$0.00	$352.09	($105.63)	($105.63)
757203	$352.09	$0.00	$352.09	($105.63)	($105.63)
757202	$352.09	$0.00	$352.09	($105.63)	($105.63)
757201	$352.09	$0.00	$352.09	($105.63)	($105.63)
757200	$352.09	$0.00	$352.09	($105.63)	($105.63)
757199	$378.06	$0.00	$378.06	($113.42)	($113.42)
757198	$400.22	$0.00	$400.22	($120.07)	($120.07)
757197	$339.78	$0.00	$339.78	($101.93)	($101.93)
757196	$339.78	$0.00	$339.78	($101.93)	($101.93)
757195	$339.78	$0.00	$339.78	($101.93)	($101.93)
757194	$1,823.01	$0.00	$1,823.01	($546.90)	($546.90)
757193	$339.78	$0.00	$339.78	($101.93)	($101.93)
757192	$1,385.91	$0.00	$1,385.91	($415.77)	($415.77)
757191	$339.78	$0.00	$339.78	($101.93)	($101.93)
757190	$373.75	$0.00	$373.75	($112.13)	($112.13)
757189	$373.75	$0.00	$373.75	($112.13)	($112.13)
757188	$339.78	$0.00	$339.78	($101.93)	($101.93)
757187	$339.78	$0.00	$339.78	($101.93)	($101.93)
757186	$0.00	$0.00	$0.00	$0.00	$0.00
757185	$1,845.78	$0.00	$1,845.78	($553.73)	($553.73)

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
757184	$803.04	$0.00	$803.04	($240.91)	($240.91)
757183	$339.78	$0.00	$339.78	($101.93)	($101.93)
757182	$339.78	$0.00	$339.78	($101.93)	($101.93)
757181	$373.75	$0.00	$373.75	($112.13)	($112.13)
757180	$400.83	$0.00	$400.83	($120.25)	($120.25)
757179	$424.22	$0.00	$424.22	($127.27)	($127.27)
757178	$364.52	$0.00	$364.52	($109.36)	($109.36)
757177	$359.48	$0.00	$359.48	($107.84)	($107.84)
757176	$359.48	$0.00	$359.48	($107.84)	($107.84)
757175	$1,878.61	$0.00	$1,878.61	($563.58)	($563.58)
757174	$359.48	$0.00	$359.48	($107.84)	($107.84)
757173	$359.48	$0.00	$359.48	($107.84)	($107.84)
757172	$385.44	$0.00	$385.44	($115.63)	($115.63)
757171	$0.00	$0.00	$0.00	$0.00	$0.00
757170	$645.49	$0.00	$645.49	($193.65)	($193.65)
757169	$370.67	$0.00	$370.67	($111.20)	($111.20)
757168	$372.52	$0.00	$372.52	($111.76)	($111.76)
757167	$373.13	$0.00	$373.13	($111.94)	($111.94)
757166	$372.52	$0.00	$372.52	($111.76)	($111.76)
757165	$371.29	$0.00	$371.29	($111.39)	($111.39)
757164	$366.98	$0.00	$366.98	($110.09)	($110.09)
757163	$342.24	$0.00	$342.24	($102.67)	($102.67)
757162	$339.78	$0.00	$339.78	($101.93)	($101.93)
757161	$339.78	$0.00	$339.78	($101.93)	($101.93)
757160	$478.40	$0.00	$478.40	($143.52)	($143.52)
757159	$387.90	$0.00	$387.90	($116.37)	($116.37)
757158	$603.24	$0.00	$603.24	($180.97)	($180.97)
757157	$361.94	$0.00	$361.94	($108.58)	($108.58)
757156	$359.48	$0.00	$359.48	($107.84)	($107.84)
757155	$359.48	$0.00	$359.48	($107.84)	($107.84)
757154	$357.02	$0.00	$357.02	($107.11)	($107.11)
757153	$354.56	$0.00	$354.56	($106.37)	($106.37)
757152	$354.56	$0.00	$354.56	($106.37)	($106.37)
757151	$352.09	$0.00	$352.09	($105.63)	($105.63)
757150	$347.17	$0.00	$347.17	($104.15)	($104.15)
757149	$404.52	$0.00	$404.52	($121.36)	($121.36)
757148	$390.98	$0.00	$390.98	($117.29)	($117.29)
757147	$374.36	$0.00	$374.36	($112.31)	($112.31)
757146	$374.36	$0.00	$374.36	($112.31)	($112.31)
757145	$623.94	$0.00	$623.94	($187.18)	($187.18)
757144	$374.36	$0.00	$374.36	($112.31)	($112.31)
757143	$374.36	$0.00	$374.36	($112.31)	($112.31)
757142	$374.36	$0.00	$374.36	($112.31)	($112.31)
757141	$374.36	$0.00	$374.36	($112.31)	($112.31)
757140	$623.94	$0.00	$623.94	($187.18)	($187.18)
757139	$623.94	$0.00	$623.94	($187.18)	($187.18)
757138	$365.13	$0.00	$365.13	($109.54)	($109.54)
757137	$391.60	$0.00	$391.60	($117.48)	($117.48)
757136	$379.29	$0.00	$379.29	($113.79)	($113.79)
757135	$339.78	$0.00	$339.78	($101.93)	($101.93)
757134	$339.78	$0.00	$339.78	($101.93)	($101.93)
757133	$357.02	$0.00	$357.02	($107.11)	($107.11)
757132	$365.13	$0.00	$365.13	($109.54)	($109.54)
757131	$365.13	$0.00	$365.13	($109.54)	($109.54)
757130	$365.13	$0.00	$365.13	($109.54)	($109.54)
757129	$365.13	$0.00	$365.13	($109.54)	($109.54)
757128	$359.48	$0.00	$359.48	($107.84)	($107.84)
757127	$339.78	$0.00	$339.78	($101.93)	($101.93)

Appendix D-2
TIRZ Credit Calculation - Phase #1
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
757126	$352.09	$0.00	$352.09	($105.63)	($105.63)
757125	$368.21	$0.00	$368.21	($110.46)	($110.46)
757124	$381.13	$0.00	$381.13	($114.34)	($114.34)
757122	$0.00	$0.00	$0.00	$0.00	$0.00
757121	$397.75	$0.00	$397.75	($119.33)	($119.33)
757120	$623.94	$0.00	$623.94	($187.18)	($187.18)
757119	$623.94	$0.00	$623.94	($187.18)	($187.18)
757118	$374.36	$0.00	$374.36	($112.31)	($112.31)
757117	$374.36	$0.00	$374.36	($112.31)	($112.31)
757116	$374.36	$0.00	$374.36	($112.31)	($112.31)
757115	$374.36	$0.00	$374.36	($112.31)	($112.31)
757114	$374.36	$0.00	$374.36	($112.31)	($112.31)
757113	$374.36	$0.00	$374.36	($112.31)	($112.31)
757112	$623.94	$0.00	$623.94	($187.18)	($187.18)
757111	$374.36	$0.00	$374.36	($44.92)	($44.92)
975256	$0.00	$0.00	$0.00	($67.38)	($67.38)
757110	$374.36	$0.00	$374.36	($112.31)	($112.31)
757109	$374.36	$0.00	$374.36	($112.31)	($112.31)
757108	$390.98	$0.00	$390.98	($117.29)	($117.29)
757107	$373.75	$0.00	$373.75	($112.13)	($112.13)
757106	$566.31	$0.00	$566.31	($169.89)	($169.89)
757105	$339.78	$0.00	$339.78	($101.93)	($101.93)
757104	$339.78	$0.00	$339.78	($101.93)	($101.93)
757103	$339.78	$0.00	$339.78	($101.93)	($101.93)
757102	$566.31	$0.00	$566.31	($169.89)	($169.89)
757101	$339.78	$0.00	$339.78	($101.93)	($101.93)
757100	$339.78	$0.00	$339.78	($101.93)	($101.93)
757099	$339.78	$0.00	$339.78	($101.93)	($101.93)
757098	$0.00	$0.00	$0.00	$0.00	$0.00
757097	$566.31	$0.00	$566.31	($169.89)	($169.89)
757096	$566.31	$0.00	$566.31	($169.89)	($169.89)
757095	$339.78	$0.00	$339.78	($101.93)	($101.93)
757094	$339.78	$0.00	$339.78	($101.93)	($101.93)
757093	$339.78	$0.00	$339.78	($101.93)	($101.93)
757092	$621.89	$0.00	$621.89	($186.57)	($186.57)
757091	$1,660.72	$0.00	$1,660.72	($498.22)	($498.22)
757090	$0.00	$0.00	$0.00	$0.00	$0.00
757089	$453.15	$0.00	$453.15	($135.95)	($135.95)
757088	$376.21	$0.00	$376.21	($112.86)	($112.86)
757087	$339.78	$0.00	$339.78	($101.93)	($101.93)
757086	$339.78	$0.00	$339.78	($101.93)	($101.93)
757085	$339.78	$0.00	$339.78	($101.93)	($101.93)
757084	$339.78	$0.00	$339.78	($101.93)	($101.93)
757083	$339.78	$0.00	$339.78	($101.93)	($101.93)
757082	$339.78	$0.00	$339.78	($101.93)	($101.93)
757081	$339.78	$0.00	$339.78	($101.93)	($101.93)
757080	$344.71	$0.00	$344.71	($103.41)	($103.41)
757079	$382.98	$0.00	$382.98	($114.89)	($114.89)
757078	$365.75	$0.00	$365.75	($109.73)	($109.73)
757077	$344.71	$0.00	$344.71	($103.41)	($103.41)
757076	$344.71	$0.00	$344.71	($103.41)	($103.41)
757075	$344.71	$0.00	$344.71	($103.41)	($103.41)
757074	$339.78	$0.00	$339.78	($101.93)	($101.93)
757073	$339.78	$0.00	$339.78	($101.93)	($101.93)
757072	$342.24	$0.00	$342.24	($102.67)	($102.67)
757071	$339.78	$0.00	$339.78	($101.93)	($101.93)
757070	$398.37	$0.00	$398.37	($119.51)	($119.51)
Total	**$147,937.75**	**$0.00**	**$147,937.75**	**($44,381.33)**	**($43,626.19)**

APPENDIX E-1
PHASE #2 MAJOR IMPROVEMENTS ASSESSMENT ROLL SUMMARY - 2021-22

Appendix E-1

2021-22 Phase #2 Major Improvements Assessment Roll Summary

Parcel	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	TIRZ Annual Credit Amount	2021-22 Annual Installment
698873	189.75	$1,345,000	$10,000.00	$90,077.60	$20,000.00	($3,177.35)	$116,900.25
Total	**189.75**	**$1,345,000**	**$10,000.00**	**$90,077.60**	**$20,000.00**	**($3,177.35)**	**$116,900.25**

APPENDIX E-2
PHASE #2 MAJOR IMPROVEMENTS TIRZ CALCULATION - 2021-22

Appendix E-2
TIRZ Credit Calculation - Phase #2
2021-22

Property ID (PIDN)	Town Taxes Collected (2020)[1]	Base Yr Taxes	2021-22 TIRZ Increments	Available 2021-22 TIRZ Credit (30.00%)	Applicable 2021-22 TIRZ Credit (30.00%)
698873	$10,591.17	$0.00	$10,591.17	($3,177.35)	($3,177.35)
Total	**#N/A**	**$0.00**	**$10,591.17**	**($3,177.35)**	**($3,177.35)**

APPENDIX F
PHASE #2 DIRECT IMPROVEMENTS ASSESSMENT ROLL SUMMARY - 2021-22

Appendix F

2021-22 Phase #2 Direct Improvements Assessment Roll Summary

Parcel	Total EU	Outstanding Assessments	Principal	Interest	Administrative Expenses	2021-22 Annual Installment
698873	189.75	$9,160,000	$0.00	$698,908.00	$25,000.00	$723,908.00
Total	**189.75**	**$9,160,000**	**$0.00**	**$698,908.00**	**$25,000.00**	**$723,908.00**

Date:	08/17/2021
Agenda Item #:	6. P.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No.0817202105 for an Incentive Agreement for the American Rescue Plan Act of 2021, COVID-19 Voucher Program.**

DESCRIPTION:

This Resolution is for the Incentive Program and Request for Grant money established by the Town of Little Elm in partnership with Little Elm EDC in an effort to support our local businesses. The program allows vouchers in the amount of $25 to be mailed to residents of Little Elm and surrounding neighboring communities to drive business to our area. The businesses acknowledge participation by signing the Incentive Agreement and Grant Request Application, providing the $25 discount to the customer, and agreeing to submit the required paperwork for reimbursement from the EDC.

BUDGET IMPACT:

The EDC will issue reimbursements to restaurants from the operating budget, but will then be reimbursed by the Town from the funds collected from the American Rescue Plan. The total amount allotted to the EDC for this program is $100,000 per year for the next 3 years. This program will end on December 31, 2024.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution 0817202105 Voucher Program

Date:	08/17/2021
Agenda Item #:	
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Discussion and Action to Approve a Resolution for an Incentive Agreement for the American Rescue Plan Act of 2021, COVID-19 Voucher program. (Jennette Espinosa, Executive Director)

DESCRIPTION:

This Resolution is for the Incentive Program and Request for Grant money established by the EDC in an effort to support our local businesses. The program allows vouchers in the amount of $25 be mailed to residents of Little Elm and surrounding neighboring communities to drive business to our area. The businesses acknowledge participation by signing the Incentive Agreement and Grant Request Application, providing the $25 discount to the customer and agreeing to submit the required paperwork for reimbursement from the EDC.

BUDGET IMPACT:

The EDC will issue reimbursements to restaurants from the operating budget, but will then be reimbursed by the Town from the funds collected from the American Rescue Plan. The total amount allotted to the EDC for this program is $100,000 per year for the next 3 years. This program will end on December 31, 2024.

RECOMMENDED ACTION:

Staff recommends the Board approve the Resolution as presented.

Attachments

Resolution 0817202105 Voucher Program

RESOLUTION NO. 0817202105

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, APPROVING A COVID-19 INCENTIVE PROGRAM AND THE FORM OF THE PROGRAM INCENTIVE AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the Town of Little Elm, Texas (hereinafter referred to as the "Town") elects to partner with the Little Elm Economic Development Corporation (hereinafter referred to as the "EDC"), which is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, the American Rescue Plan Act of 2021 signed into law, and established the coronavirus state Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the coronavirus state and local Fiscal Recovery Funds ("SLFRF"); and

WHEREAS, the SLRFR funds enable the EDC via the Town to provide grants due to ongoing public health threats associated with COVID-19 have negatively impacted business development in the State of Texas, Denton County, and the Town of Little Elm; and

WHEREAS, the Town and EDC recognizes the positive economic impact that the Project will bring to the Town's commercial activity, and find that the Project will promote new or expanded business development; and

WHEREAS, the grant payments to Local Business under this Agreement are exclusively performance-based, so that no payments will be made to Local Business until and unless the EDC has been assured receipt of a benefit for the Town's residents from the Project; and

WHEREAS, on August 17, 2021, the Little Elm Town Council determined that it is in the best interests of the citizens of Little Elm, Texas that economic development funds be provided to Local Business in exchange for their participation in the Project; and

WHEREAS, the Little Elm Town Council has further determined that the obligations it is undertaking in this Agreement, including expenditures of economic development funds, are suitable and necessary to promote or develop new or expanded business enterprises, namely the expenditures that constitute the Project, as hereinafter defined.

NOW, THEREFORE, BE IT RESOLVED BY THE LITTLE ELM TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town Council of the Town of Little Elm, and are fully incorporated into the body of this Resolution.

Section 2. That Town Council of the Town of Little Elm, hereby approve the form of the Incentive Agreement, a copy of which is attached hereto as ***Exhibit A***, and the COVID-19 Incentive Program.

Section 3. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this the 17th day of August, 2021.

_____
Curtis Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Exhibit A

[Form of Incentive Agreement]

RESOLUTION NO. 0817202105

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, APPROVING A COVID-19 INCENTIVE PROGRAM AND THE FORM OF THE PROGRAM INCENTIVE AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the Town of Little Elm, Texas (hereinafter referred to as the "Town") elects to partner with the Little Elm Economic Development Corporation (hereinafter referred to as the "EDC"), which is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, the American Rescue Plan Act of 2021 signed into law, and established the coronavirus state Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the coronavirus state and local Fiscal Recovery Funds ("SLFRF"); and

WHEREAS, the SLRFR funds enable the EDC via the Town to provide grants due to ongoing public health threats associated with COVID-19 have negatively impacted business development in the State of Texas, Denton County, and the Town of Little Elm; and

WHEREAS, the Town and EDC recognizes the positive economic impact that the Project will bring to the Town's commercial activity, and find that the Project will promote new or expanded business development; and

WHEREAS, the grant payments to Local Business under this Agreement are exclusively performance-based, so that no payments will be made to Local Business until and unless the EDC has been assured receipt of a benefit for the Town's residents from the Project; and

WHEREAS, on August 17, 2021, the Little Elm Town Council determined that it is in the best interests of the citizens of Little Elm, Texas that economic development funds be provided to Local Business in exchange for their participation in the Project; and

WHEREAS, the Little Elm Town Council has further determined that the obligations it is undertaking in this Agreement, including expenditures of economic development funds, are suitable and necessary to promote or develop new or expanded business enterprises, namely the expenditures that constitute the Project, as hereinafter defined.

NOW, THEREFORE, BE IT RESOLVED BY THE LITTLE ELM TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town Council of the Town of Little Elm, and are fully incorporated into the body of this Resolution.

Section 2. That Town Council of the Town of Little Elm, hereby approve the form of the Incentive Agreement, a copy of which is attached hereto as ***Exhibit A***, and the COVID-19 Incentive Program.

Section 3. This Resolution shall be in force and effect from and after its passage on the date shown below.

.PASSED AND ADOPTED, this the 17th day of August, 2021.

Curtis Cornelious, Mayor

ATTEST:

Caitlan Biggs, Town Secretary

Exhibit A

[Form of Incentive Agreement]

INCENTIVE AGREEMENT

This Incentive Agreement (this "Agreement") is entered into between the Little Elm Economic Development Corporation, a Texas non-profit corporation, and a Type A economic development corporation ("Little Elm EDC"), and _____ ("Local Business"), a business operating in the Town of Little Elm, Texas.

WHEREAS, Little Elm EDC is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

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

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

WHEREAS, residents of the Town of Little Elm, Texas ("Town") voted to authorize the creation of the Little Elm EDC and the adoption of a sales and use tax for the promotion and development of new and expanded business enterprises at the rate of one-half of one percent of EDC; and

WHEREAS, the corporation is authorized to study and fund various projects, including those prescribed in Chapters 501 and 504 of the Development Corporation Act (as amended), and which are found to promote or develop new or expanded business enterprises; and

WHEREAS, the Little Elm EDC exists for the purposes of encouraging and assisting entities with economic development projects and the creation of jobs for the benefit of the local economy and the citizens of Little Elm, Texas; and

WHEREAS, the Corporation is governed by a board of directors (the "LEEDC Board"), which are authorized to approve the Little Elm EDC's respective projects and expenditures; and

WHEREAS, Section 501.073, Texas Local Government Code, formerly Section 21 of the Texas Development Corporation Act of 1979, Art. 5190.6, Vernon's Texas Revised Civil Statutes, requires a municipality's governing body to approve all programs and expenditures of a development corporation authorized by such municipality; and

WHEREAS, the American Rescue Plan Act of 2021 signed into law, and established the coronavirus state Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the coronavirus state and local Fiscal Recovery Funds ("SLFRF"); and

WHEREAS, the SLRFR funds enable us to provide grants due to ongoing public health threats associated with COVID-19 have negatively impacted business development in the State of Texas, Denton County, and the Town of Little Elm; and

WHEREAS, the Little Elm EDC recognizes the positive economic impact that the Project will bring to the Town's commercial activity, and find that the Project will promote new or expanded business development; and

WHEREAS, the grant payments to Local Business under this Agreement are exclusively performance-based, so that no payments will be made to Local Business until and unless the Little Elm EDC has been assured receipt of a benefit for the Town's residents from the Project; and

WHEREAS, on August 9, 2021, the LEEDC Board determined that it is in the best interests of the citizens of Little Elm, Texas that economic development funds be provided to Local Business in exchange for their participation in the Project; and

WHEREAS, on August 9, 2021, the LEEDC Board determined that it is in the best interests of the citizens of Little Elm, Texas that economic development funds be provided to Local Business in exchange for their participation in the Project; and

WHEREAS, the LEEDC Board has further determined that the obligations it is undertaking in this Agreement, including expenditures of economic development funds, are suitable and necessary to promote or develop new or expanded business enterprises, namely the expenditures that constitute the Project, as hereinafter defined; and

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the Little Elm EDC and Local Business agree as follows:

Section 1. Recitals Incorporated; Effective Date.

1.1 The recitals above are incorporated into the terms of this Agreement as if set forth in full.

1.2 The Effective Date of this Agreement shall be the date that the last of the following events have occurred: (1) the LEEDC Board has duly resolved to undertake the project that is the subject of this Agreement and to enter into this Agreement; (2) the Parties to this Agreement have duly executed this Agreement; and authorized said Project and associated expenditures by the Little Elm EDC. This Agreement shall be of no effect until and unless all of said events have occurred.

Section 2. Term and Termination.

2.1 The term of this Agreement shall commence on the Effective Date. Where not otherwise specified herein, the terms of this Agreement shall expire **December 31, 2024.**

2.2 This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement or upon any of the following events:

(a) Written agreement of the Parties;

(b) Local Business fails to continuously meet all requirements for Project eligibility, or breaches this Agreement, and such requirement or breach is not remedied within five (5) days after receipt of written notice from the Little Elm EDC;

(c) Immediately upon receipt of written notice by the Town, if Local Business suffers an event of bankruptcy or insolvency;

(d) This Agreement has been terminated in accordance with its terms; and

(e) Upon written notice by the Little Elm EDC if the performance of obligations arising under this Agreement as to Local Business or Little Elm EDC is determined to be materially prohibited by executive order, disaster declaration, new legislation, or other equivalent governmental or regulatory action, or if any subsequent federal, state, or local legislation or decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

Section 3. Recitals Incorporated and Definitions.

3.1 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.2 The terms, "Agreement," "LEEDC Board," "Little Elm EDC", "Town," "Town Council," and "Local Business" shall have the meanings set forth in the preamble to this Agreement.

3.3 The following words or phrases shall have the following meanings:

"Town Council" means the governing body of the Town of Little Elm, Texas.

"Town Manager" means the Town Manager of the Town of Little Elm, Texas.

"Town Regulations" mean Town Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the Town.

"Parties" mean the Little Elm EDC and Local Business.

"Project" means the expenditure of economic development funds to be made by the Little Elm EDC in accordance with this Agreement and the Little Elm EDC's procedural rules for the purpose of promoting or developing new or expanded business enterprises.

"Registry" means the list of eligible persons or business entities created for the Project and maintained by the Little Elm EDC under Section 5.2 below.

"Retailer" means any person, company, business or other entity or establishment that locates and maintains a retail sales operation through the operation of a restaurant, bar, or ice cream store at any location in the designated incorporated Town limits during the term of this Agreement, not including grocery stores, fast food restaurants, liquor stores and gas stations.

Section 4. Local Business Obligations. The following obligations of Local Business described in this section serve as conditions precedent for eligibility for any Grant of Project Funds pursuant to Section 5.

4.1 Application, Agreement, & Registration. Local Business must complete the Little Elm EDC's application form, execute a copy of this Agreement, and deliver those forms and other required supporting materials to the Little Elm EDC. The application and Agreement documents must be complete, and accepted by the Little Elm EDC, and the applicant listed in the Registry for the Project in order for Local Business to be eligible for any grant funds from the Project. Applications from persons or entities which do not meet all of the requirements detailed in the application materials shall be rejected, and no Grant of Project Funds will be made to any person or entity not validly registered into the Project.

4.2 Records. In addition to maintaining all other records which must kept by law, Local Business shall retain all records regarding the administration of the Project and this Agreement for a time period of no less than one year following its termination or expiration. Upon reasonable request by one of the Little Elm EDC, Local Business shall provide copies of records necessary to verify compliance with the Agreement and the size of any Grant of Project Funds which Local Business requests.

4.3 Recognition of Little Elm EDC Vouchers. To receive any Grant of Project Funds, Local Business agrees and understands that it must provide its customers with value in goods and/or services equal to the amount stated on official vouchers distributed by the Little Elm EDC during certain conditions ("Qualifying Transactions"). The following requirements must be strictly observed for Local Business to obtain a Grant of Project Funds:

(a) In order to constitute a Qualifying Transaction, the provision of goods or services by the Local Business must be subject to the sales and use taxes collected on

behalf of the Town and the Little Elm EDC. Online transactions or other payments subject to Town sales taxes can be Qualifying Transactions if all other requirements are met.

(b) Local Business shall monitor and timely observe all new restrictions or requirements imposed by public health authorities which affect their operations.

(c) Local Business recognizes and agrees that the vouchers issued by the Little Elm EDC have no intrinsic value, are not redeemable for cash, and are not legal tender, and that possession or delivery of vouchers to the Little Elm EDC or the Town of Little Elm shall not entitle Local Business to any Project funds unless all other requirements of eligibility have been satisfied.

(d) Local Business shall only request a Grant of Project Funds for vouchers obtained through Qualifying Transactions having all of the following characteristics:

(1) Each voucher can be used only once and shall be physically collected from the customer and retained for delivery to the Little Elm EDC.
(2) The total amount of the transaction must be greater than the amount stated on the voucher.
(3) Only one voucher may be used in each Qualifying Transaction, and the customer must receive the same value of goods and services as provided by Local Business for equivalent non-voucher transactions.
(4) All applicable sales and use taxes must be applied to the transaction based on the total value of taxable goods and services provided by the Local Business in accordance with standard practices.
(5) The transaction must occur during the time period printed on the voucher by the Corporation.
(6) An itemized receipt showing the discount, in the amount of the voucher, must accompany each voucher.
(7) Provided a copy of the business's W9, Sales Tax Certificate, Business Owner contact information and general manager contact information.

(e) Local Business will receive a 1099 from the Little Elm EDC for the amount corresponding with the combined total check amount they receive for the vouchers submitted for reimbursement, and the end of each tax year (2021, 2022, 2023, and 2024)

4.4 Conditions of Grants. Local Business must, as a condition precedent to the payment of any Grant of Project Funds, timely provide the Little Elm EDC with all documentation necessary to issue payment, including but not limited to the Application for inclusion in the Registry, a written request for a Grant of Project Funds on the required form, the corresponding vouchers, and such other information as may reasonably be requested. Local Business must remain in good standing with all federal, state, and/or local licensing authorities and shall not have any uncured breach or default of this Agreement. The Little Elm EDC shall have the right to demand that Local Business

repay some or all Grant(s) of Project Funds received by Local Business, if Local Business does not conduct business enterprises in the Town of Little Elm.

4.5 Town Regulations. Local Business acknowledges that its operations must comply with all applicable Town Regulations. Except to the extent this Agreement provides for stricter or more restrictive requirements than those in applicable Town Regulations, the applicable Town Regulations shall control; provided, however, that Local Business acknowledges that the Grant of Project Funds to be paid to Local Business in accordance with this Agreement are in lieu of any and all rights to any other type of payment or reimbursement by the Little Elm EDC or the Town with respect to the Project, the vouchers, or any other aspect of Qualifying Transactions, and that by entering into this Agreement Local Business expressly waives any and all of said rights to any other type of compensation for participation in the Project or acceptance of a voucher from the Little Elm EDC or the Town, notwithstanding any other Town Regulations.

Section 5. Little Elm EDC Obligations; Grants of Project Funds.

5.1 Administration. The Little Elm EDC authorizes and designates the Executive Director and the EDC Coordinator of Little Elm EDC to coordinate, administer, execute, and oversee all aspects of the Project by any lawful means available. Prior to administrating the distribution of vouchers for the Project, the Little Elm EDC shall ensure that sufficient Project funds have been dedicated to issue all of the grants for the corresponding Qualifying Transactions.

5.2 Registry of Eligible Local Businesses. The Little Elm EDC shall create and maintain a registry list of Local Businesses who have timely submitted complete Applications, executed and returned a copy of this Agreement, and provided all other materials requested by the Little Elm EDC for participation in the Project ("Registry"), such that the Little Elm EDC declare the Application approved and cause the Local Business to be included in the Registry.

5.3 Processing Grants of Project Funds. Little Elm EDC shall issue one or more Grants of Project Funds to Local Business in accordance with the following:

(a) Local Business may submit a written request for a Grant of Project Funds in the form attached hereto as Exhibit "1", and accompanied by physical delivery of the corresponding Project vouchers, to the Little Elm EDC through designated Town staff. Requests shall be generally be processed by the EDC the order they are received.

(b) All requests for a Grant of Project Funds must be received by the Little Elm EDC on or before the close of the City's business day on **August 15, 2021**.

(c) Local Business shall not be eligible for any Grant of Project Funds until it has been approved for inclusion in the Registry. If Local Business does not complete an Application for inclusion in the Registry on or before **August 15, 2021,** Local Business irrevocably waives and releases any claim to Project Funds or other reimbursement for participation in the Project.

(d) The Little Elm EDC shall approve requests by Local Business for one or more Grant(s) of Project Funds submitted in accordance with this Agreement. The amount of the Grant of Project Funds approved for Local Business shall be equal to the aggregate values assigned to the vouchers returned by the Little Elm EDC prior to issuance (printed on the voucher) which were collected during Qualifying Transactions.

(e) For each approved request for a Grant of Project Funds, the Little Elm EDC cause a corresponding payment to issue to Local Business to the contact listed in Local Business' application. Vouchers returned to Little Elm EDC which are unable to be verified as collected during a Qualifying Transaction shall not be considered in calculating payments to be issued to Local Business.

(f) The Town, at its option, may offset any amounts due and payable to Local Business under this Agreement against any debt (including taxes) lawfully due to the Town or the Little Elm EDC by Local Business, regardless of whether the amount arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt due to the Town has been reduced to judgment by a court.

(g) Notwithstanding any other provision of this Agreement, requests for a Grant of Project Funds are only valid so long as Project funds have not been exhausted. Grants of Project Funds under this Agreement shall be paid solely from lawfully available funds comprising the current revenue of the Little Elm EDC. Under no circumstances shall the obligations of the Little Elm EDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. All disbursements of funds by the Little Elm EDC or Town shall be consistent with Article III, Section 52(a) of the Texas Constitution.

5.4 Disputed Amounts. If the Local Business seeks to dispute the amount disbursed by Little Elm EDC in association with any request for Grant of Project Funds, then Local Business must notify the Little Elm EDC in writing of the disputed amount and provide supplemental documentation explaining the factual basis for the dispute. The Little Elm EDC's designee shall review such requests and cause issuance of corrective payments to conform to the terms of this Agreement, but the Little Elm EDC will not be required to pay or accrue interest on such disputed amount.

5.5 Payee Information. With respect to any and every payment due to be paid at anytime by the Little Elm EDC to Local Business under this Agreement, the name of Payee for such payment shall be the name provided by Local Business for receipt of Project disbursements, and the payment shall be sent or delivered to the following address:

_____

ATTN: _____

_____

_____

Local Business may change the name and address of the Payee upon written notice to the Little Elm EDC provided at least 15 days in advance of the date that a payment is due. Said written notice must be duly executed by Local Business and acknowledged before a Notary Public.

Section 6. Warranties. Local Business warrants and represents to Little Elm EDC the following:

6.1 Local Business is lawfully engaged in conducting business in the State of Texas, and if not a natural person, is validly existing and in good standing under the laws of the State of Texas, having satisfied all conditions precedent for power and authority to carry on its business as presently conducted in the State of Texas.

6.2 Local Business has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

6.3 Local Business has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to any property it owns in the Town or uses in association with the Project, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

6.4 Any individual executing this Agreement on behalf of Local Business has been duly authorized to bind Local Business to its terms, and Local Business has directed them to do so without improper or undue influence of any kind.

6.5 In accordance with Chapter 2264 of the Texas Government Code, Local Business certifies that neither it, nor a branch, division, or department of Local Business, will ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Agreement, Local Business, or a branch, division, or department of Local Business, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or re-codified, Local Business shall repay the total amount of all public subsidies and/or incentives theretofore received under this Agreement with interest at two percent (2%) per annum not later than the 120th day after the date the Little Elm EDC notifies Local Business in writing of the violation.

6.6 No litigation or governmental proceeding is pending or, to the knowledge of Local Business and its general partner and officers, is threatened against or affecting Local Business, or the Property that may result in any material adverse change in Local Business's business, properties or operation.

6.7 Local Business shall not be in breach of any other contract by entering into and performing this Agreement. Local Business shall amend or enter into any other contract that may be necessary for Local Business to fully and timely perform its obligations under this Agreement.

6.8 Local Business recognizes and agrees that all vouchers issued by the Little Elm EDC in association with the Project are not legal tender and have no inherent cash value or fair market value.

Section 7. Miscellaneous.

7.1 Compliance with Laws. Local Business shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Project.

7.2 Non-Discrimination. Local Business covenants and agrees that Local Business will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Project on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

7.3 Time Periods. Time is of the essence in the performance of this Agreement.

7.4 Force Majeure. If the Little Elm EDC or Local Business are prevented, wholly or in part, from fulfilling their respective obligations under this Agreement by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, other causes of force majeure, or by reason of circumstances beyond its control, then the obligations of the Little Elm EDC or Local Business are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon. As it pertains to Local Business, the COVID-19 coronavirus and related public health measures shall not constitute a force majeure for purposes of this Agreement.

7.5 No Assignment. Local Business may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of Town Council and the Little Elm EDC, which approval will not be unreasonably withheld or delayed. Any unapproved assignment of Local Business's rights under this Agreement shall not release Local Business from its obligations hereunder. The Town Council or the Little Elm EDC may withhold approval of a third-party assignment without violation of this paragraph if it is determined that allowing the Assignment would frustrate or impair the purposes of the Project.

7.6 INDEMNITY. LOCAL BUSINESS COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE LITTLE ELM EDC, THE TOWN, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF LOCAL BUSINESS, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO LOCAL BUSINESS'S PERFORMANCE OF THIS

AGREEMENT OR PARTICIPATION IN THE PROJECT. LOCAL BUSINESS'S OBLIGATIONS UNDER THIS SECTION 7.6 SHALL SURVIVE THE TERM OF THIS AGREEMENT.

7.7 Events of Default by Local Business. The following events constitute a default of this Agreement by Local Business:

(a) The Little Elm EDC or the Town determines that any representation or warranty on behalf of Local Business contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to either of the Little Elm EDC in connection with this Agreement was incorrect or misleading in any material respect when made.

(b) If taxes owed to the Town by Local Business become delinquent, and Local Business fails to timely and properly follow the legal procedures for protest or contest.

(c) Local Business fails to timely, fully and completely comply with any one or more of the material requirements, obligations, duties, terms, conditions or warranties of this Agreement.

(d) Any attempt to copy, fabricate, duplicate, imitate, simulate, spoof, or otherwise fraudulently create vouchers resembling those issued by the Little Elm EDC for the Project, or to knowingly allow or assist others in doing same.

7.8 Notice of Default. Should the Little Elm EDC or Town determine that Local Business is in default according to the terms of this Agreement, the Little Elm EDC or Town shall notify Local Business in writing of the event of default and provide 60 days from the date of the notice ("Cure Period") for Local Business to cure the event of default. Should the Little Elm EDC fail to timely, fully and completely comply with any one or more of its obligations under this Agreement, such failure shall be an act of default by the Little Elm EDC and the Little Elm EDC shall have sixty (60) days to cure and remove the Default after receipt of written notice to do so from Local Business.

7.9 Estoppel. The Little Elm EDC shall, at any time upon reasonable written request by Local Business, provide to any interested parties an estoppel certificate or other document evidencing that this Agreement is in full force and effect, that no event of default by Local Business exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default), the status of completion of any public infrastructure improvements for which economic incentives are being provided by the Little Elm EDC, and the payment of funds and/or any other obligations set forth in this Agreement.

7.10 Results of Uncured Default by Local Business. After exhausting good faith attempts to address any default during the cure Period, and taking into account any extenuating circumstances that might have occurred through no fault of Local Business, as determined by the EDC Board, the following actions must be taken for any default that remains uncured after the Cure Period. Further, Local Business shall immediately repay all funds paid by the Little Elm EDC to them under this Agreement and shall pay the Little Elm EDC reasonable attorney fees and costs of court to collect

amounts due to Little Elm EDC if not immediately repaid upon demand from the Little Elm EDC. Upon full payment by Local Business of all sums due, the Little Elm EDC and Local Business shall have no further obligations to one another under this Agreement. Neither the Town, the Little Elm EDC, nor Local Business may be held liable for any consequential damages.

7.11 No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Local Business's default may not be considered an estoppel against the Little Elm EDC. It is expressly understood that if at any time Local Business is in default in any of its conditions or covenants of this Agreement, the failure on the part of the Little Elm EDC to promptly avail itself of the rights and remedies that the Little Elm EDC may have, will not be considered a waiver on the part of the Little Elm EDC, but the Little Elm EDC may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

7.12 Limitation of Remedies. Local Business specifically agrees that the Little Elm EDC shall only be liable to Local Business for the actual amount of the Project Funds to be conveyed to Local Business in association with a request for Grant of Project Funds meeting all requirements of this Agreement (including without limitation association with a Qualifying Transaction and collection and return of the physical voucher(s) issued by Little Elm EDC), and shall not be liable to Local Business for any actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by the Little Elm EDC under the terms of this Agreement. Payment by the Little Elm EDC is strictly limited to those Project Funds so allocated, budgeted, and actually received solely during the term of this Agreement. Payments to be made shall also require a written request from Local Business to be accompanied by all necessary supporting documentation in accordance with this Agreement.

7.13 Allocation of Risk. Local Business understands and agrees that the Little Elm EDC and the Town shall be in no circumstances be liable, or otherwise responsible, for any act of fraud or abuse by any other person or entity associated with the Project, including but not limited to members of the general public who patronize Local Business. The Little Elm EDC shall administer the Project in a manner reasonably calculated to prevent successful attempts to defraud the Project or Local Business, but makes no guarantee or warranty of any kind regarding its efforts, and Local Business accepts the associated risks as part of the consideration it supplies in this Agreement.

7.14 Notices. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing.

LOCAL BUSINESS:

Owner:_____ Manager:_____

Address: _____ Address: _____

_____ _____

Phone : _____ Phone: _____

LITTLE ELM EDC:

Little Elm Economic Development Corporation
Attn: Jennette Espinosa, Executive Director
100 West Eldorado Parkway
Little Elm, Texas 75068

A copy of all notices and correspondence sent to the Little Elm EDC must be sent to the Town and the Town Attorney at the following respective addresses:

TOWN:

Town of Little Elm
Attn.: Town Manager
100 West Eldorado Parkway
Little Elm, Texas 75068

Mr. Robert F. Brown, Esq.
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

Notice is effective upon deposit in the United States mail in the manner provided above.

7.15 Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit 1: Request for a Grant of Project Funds form

7.16 Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

7.17 Relationship of Parties. In performing this Agreement, both the Little Elm EDC and Local

Business will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-ventures, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no time shall the Little Elm EDC or the Town have any control over or charge of Local Business's design, construction or installation of any of the Infrastructure Improvements that are the subject of this agreement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise between the Little Elm EDC and Local Business.

7.18 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

7.19 Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

7.20 Venue. Venue for any legal action related to this Agreement is in Denton County, Texas.

7.21 Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

7.22 Sole Agreement. This Agreement constitutes the sole Agreement between the Little Elm EDC and Local Business. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

7.23 Third Party Beneficiaries. Except and solely to the extent that this Agreement benefits the Town, this Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

7.24 Binding Agreement. This Agreement shall be binding on and inure to the benefit of the

Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

7.25 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

EXECUTED BY THE PARTIES:

Little Elm Economic Development Corporation,
a Texas non-profit corporation

By:_____ Date: _____

_____
President

Town of Little Elm, Texas
a Texas home-rule municipality

By;_____ Date:_____

_____
Mayor

ON BEHALF OF LOCAL BUSINESS _____,

A Texas _____[entity type]

By:_____ Date: _____

_____
(Printed Name)

_____
Title

EXHIBIT 1

REQUEST FOR GRANT OF PROJECT FUNDS – COVID-19 VOUCHER PROJECT

REQUEST FOR GRANT OF PROJECT FUNDS

By completing and signing this Request for Grant of Project Funds, the undersigned represents to the Town of Little Elm, and the Little Elm Economic Development Corporation, that all of the information contained herein and required supporting materials is true and correct as of the date signed. The Town anticipates processing times of 5 business days from receipt of a complete request to issuance of approved grants.

Local Business Name:_____ Date submitted: _____

MATERIALS WHICH MUST ACCOMPANY THIS REQUEST

This form will not be processed unless and until the applicant has also been approved for inclusion in the project registry and provided all required materials. In addition, to be considered for complete, Applicant must deliver the following with this form:

- ☐ One or more voucher(s) issued by Corporations, accompanied by suitable documentation showing they were collected in association with Qualifying Transactions (as that term is defined by the Agreement). The vouchers must be physically returned to EDC staff via mail to 100 West Eldorado Parkway, Little Elm, TX 75068, **or via the after-hours library book drop box on the east side of Town Hall**.
- ☐ Additional documents **required** by EDC staff:
  - Copy of business W9 (see attachment)
  - Copy of Texas Sales Tax Certificate
  - Building/Business owner: name, cell phone number, and email
  - General manager: name, cell phone number, and email

GUIDELINES FOR EDC ACCEPTING VOUCHER FOR REIMBURSEMENT

- ☐ Additional documents required by EDC staff:
  - Must attach itemized ticket to voucher
  - Ticket must show removal of a $25 amount
  - All transactions must be greater than $25 stated on voucher
  - All vouchers must be redeemed by April 1, 2022 and submitted for reimbursement by April 15, 2022

****If the proper documentation noted above is not provided, no reimbursement will be issued per EDC audit policy****

VERIFICATION & SIGNATURE

By my signature below, I verify that the information used to complete this Request for Grant of Project Funds form is true and correct.

SIGNED BY_____(printed name), in my capacity as

_____ (title) of_____(business name)

on this the_____day of_____, 2020.

_____

Signature

****NOTE: Deadline to turn in all vouchers for reimbursement is April 15, 2022.**

Date:	08/17/2021
Agenda Item #:	6. Q.
Department:	Economic Development Corporation
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Seventh Amendment to the Ground Lease Purchase Agreement between Hula Hut and Little Elm EDC.**

DESCRIPTION:

The Agreement amends the following items:

- Starting October 1, 2021, Hula Hut will pay rent equal to 1% of the revenue quarterly, at the end of every three (3) month period on or before the 10 day of each month.
- On October 1, 2022, Hula Hut will pay rent equal to 2% of the revenue quarterly, at the end of every three (3) month period on or before the 10 day of each month.
- On October 1, 2023, Hula Hut will pay rent equal to 3% of the revenue quarterly, at the end of every three (3) month period on or before the 10 day of each month.

Hula Hut will consent to a 3rd party firm evaluating the restaurant for overall customer experience, customer service and cleanliness, after which the company will provide a summary of their evaluation with benchmarks and timelines for improvements, if needed. If Hula Hut does not heed the recommendations in the allocated proposed time, rent will go to 3% and will not revert to a lesser percentage.

The advertising requirements stated in the 5th Amendment of $35,000 with a marketing firm agreeable to the EDC is still in effect.

Section 9.2 Future Competition, 9.3 First Right of Refusal for 290 Restaurant, 9.4 Right of First Refusal for Cable Park Site at 280 East Eldorado Parkway, 9.5 Beach Snack Bar; and 9.6 First Option for Other Retail have all been removed from this amendment.

BUDGET IMPACT:

Starting October 1, 2021, the EDC will now receive annual rent payments from Hula Hut in the amount of 1% of the revenue, quarterly, at the end of every three (3) month period on or before the 10th day of each month. That amount increases to 2% in year two and 3% in year three.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Hula Hut 7th Amendment Ground Lease

AFTER RECORDING RETURN TO:
Little Elm Economic Development Corporation
100 West Eldorado Parkway
Little Elm, TX 75068

SEVENTH AMENDMENT TO GROUND LEASE PURCHASE AGREEMENT FOR PROPERTY IN LITTLE ELM, DENTON COUNTY, TEXAS

This **SEVENTH AMENDMENT TO GROUND LEASE PURCHASE AGREEMENT** (**"Seventh Amendment"**) is made and entered into on the ___ day of _____, 2021 (the **"Effective Date"**) by and between **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation having its principal address at 100 W. Eldorado Parkway, Little Elm, Texas 75068-5060 (**"Little Elm EDC"**), and **LITTLE ELM HULA HUT, LLC**, a Texas Limited Liability Company, or its permitted assigns (**"Hula Hut"**), having its principal address at 10750 Strait Lane, Dallas, Texas 75229.

RECITALS

WHEREAS, on or about September 9, 2013, Little Elm EDC and Hula Hut executed the original Ground Lease Purchase Agreement ("**Original Agreement**") concerning the Premises; and

WHEREAS, on or about September 8, 2014, the Town and Little Elm EDC amended the Original Agreement to extend the term of the Original Agreement and to extend other designated deadlines in the Original Agreement ("**First Amendment**"); and

WHEREAS, on or about March 15, 2015, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment) to address various matters and obligations ("**Second Amendment**"); and

WHEREAS, on or about June 1, 2015, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment and Second Amendment) to more clearly address the Premises subject to the Original Agreement, as amended ("**Third Amendment**"); and

WHEREAS, on or about March 6, 2017, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, and Third Amendment) to address the Annual Percentage Rent, Percentage Rent, and Rent Commencement Date ("**Fourth Amendment**"); and

WHEREAS, on or about May 15, 2018, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment) to address Annual Percentage Rent, Rent Commencement Date, and Advertising ("**Fifth Amendment**"); and

WHEREAS, on or about June 8, 2020, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment) to address Annual Percentage Rent, Rent Commencement Date, and certain "Impositions" ("**Sixth Amendment**"); and

WHEREAS, the parties, through this Seventh Amendment, desire to further amend the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment to address the certain obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and subject to the terms, provisions and conditions of this Seventh Amendment, and each in consideration of the duties, covenants and obligations of the other hereunder, Little Elm EDC does hereby lease, demise, and let the Premises (as hereinafter defined) unto Hula Hut, and Hula Hut does hereby lease the Premises from Little Elm EDC and the parties hereby agree as follows.

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENTS TO AGREEMENT.

(a) **Amendment to Agreement.** That Section 1.3 of the Agreement is hereby amended to read as follows:

> **"1.3** "**Annual Percentage Rent**" or **"Percentage Rent"** means an amount for each full Lease Year of the Term determined and calculated as follows: For the time period of October 1, 2021, through September 30, 2022, "Annual Percentage Rent" or "Percentage Rent" shall be one percent (1%) of Gross Revenue. For the time period of October 1, 2022, through September 30, 2023, "Annual Percentage Rent" or "Percentage Rent" shall be two percent (2%) of Gross Revenue. And, for the time period of October 1, 2023, through the end of the Lease Term, "Annual Percentage Rent" or "Percentage Rent" shall be three percent (3%) of Gross Revenue."

(b) **Amendment to Agreement.** That Section 1.29 of the Agreement is hereby amended to read as follows:

> **"1.29 Rent Commencement Date"** means October 1, 2021."

(c) **Amendment to Agreement.** That Section 8.10 of the Agreement is hereby amended to read as follows:

"**8.10** **Advertising and Customer Service**. Hula Hut, in its advertising efforts, must spend annually during the Term of this Agreement a minimum of Thirty-Five Thousand and No/100 Dollars ($35,000.00) with a marketing firm agreeable to Little Elm EDC and Hula Hut. Further, Hula Hut shall provide Little Elm EDC invoices and receipts of said marketing efforts on an annual basis. Said advertising shall emphasize its location in, and affiliation with, the Town of Little Elm, rather than its proximately to Lake Lewisville. In addition, Hula Hut consents to a third-party firm, agreeable to Little Elm EDC and Hula Hut, to evaluate the restaurant for overall customer experience, customer service, and cleanliness, after which said firm will provide a summary of their evaluation with benchmarks and timelines for improvement, if any. In the event, Hula Hut does not implement the recommendations proposed by said firm in the allocated time, the "Annual Percentage Rent" or "Percentage Rent" as provided in Section 1.3 of this Agreement shall be three percent (3%) of Gross Revenue through the end of the Lease Term."

(d) **Amendment to Agreement.** That Sections 9.2, 9.3, 9.4, 9.5, and 9.6 of the Agreement are hereby repealed in its entirety.

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Seventh Amendment:

(a) **Agreement and Amendment.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments, remain in full force and effect except where specifically modified by this Seventh Amendment.

(b) **Amendments.** This Seventh Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Seventh Amendment. No alteration of or amendment to this Seventh Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(c) **Applicable Law and Venue.** This Seventh Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Seventh Amendment shall lie in the state district courts of Denton County, Texas.

(d) **Assignment.** This Seventh Amendment may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.

(e) **Binding Obligation.** This Seventh Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Little Elm EDC warrants and

represents that the individual executing this Seventh Amendment on behalf of the Little Elm EDC has full authority to execute this Seventh Amendment and bind the Little Elm EDC to the same. Hula Hut warrants and represents that the individual executing this Seventh Amendment on Hula Hut's behalf has full authority to execute this Seventh Amendment and bind Hula Hut to the same.

(f) **Caption Headings.** Caption headings in this Seventh Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Seventh Amendment.

(g) **Counterparts.** This Seventh Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Effective Date.** The effective date (the "**Effective Date**") of this Seventh Amendment shall be the date of the latter to execute this Amendment by Hula Hut and the Little Elm EDC.

(i) **Severability.** The provisions of this Seventh Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Seventh Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Seventh Amendment shall be enforced as if the invalid provision had never been included.

(j) **Time is of the Essence**. Time is of the essence in the performance of this Seventh Amendment.

[**The Remainder of this Page Intentionally Left Blank]**

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, which constitute but one and the same instrument, as of the day and year first above written. Upon the final execution hereof by Little Elm EDC and Hula Hut, the last to sign of such parties shall complete the date on the first page thereof.

LITTLE ELM EDC:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Ken Eaken, President
Date Executed: _____

ATTEST:

_____
Jennette Espinosa, Executive Director

HULA HUT:

LITTLE ELM HULA HUT, LLC,
A Texas limited liability company

By: _____
Stephen Oyster, Managing Partner
Date Executed: _____

Date:	08/17/2021
Agenda Item #:	6. R.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Sixth Amendment of the Chapter 380 Agreement between Hula Hut and the Town of Little Elm.**

DESCRIPTION:

The Town will replace all landscaping, excluding the sand/smooth stones, both on the Town and EDC footprint and Hula Hut footprint. This amendment extends the period of time commencing on July 1, 2021, ending on June 30, 2024. The Town agrees to maintain all landscaping, palm trees, and irrigation (including both the irrigation meter and the pond meter) on the Property.

After June 30, 2024, such obligations revert to Hula Hut as the operator of the Property.

BUDGET IMPACT:

The Parks department will incur the costs of the landscape maintenance and landscape replacement.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Sixth Amendment 380 Hula Hut

AFTER RECORDING RETURN TO:
Little Elm Economic Development Corporation
100 West Eldorado Parkway
Little Elm, TX 75068

SEVENTH AMENDMENT TO GROUND LEASE PURCHASE AGREEMENT FOR PROPERTY IN LITTLE ELM, DENTON COUNTY, TEXAS

This **SEVENTH AMENDMENT TO GROUND LEASE PURCHASE AGREEMENT** (**"Seventh Amendment"**) is made and entered into on the ___ day of _____, 2021 (the **"Effective Date"**) by and between **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation having its principal address at 100 W. Eldorado Parkway, Little Elm, Texas 75068-5060 (**"Little Elm EDC"**), and **LITTLE ELM HULA HUT, LLC**, a Texas Limited Liability Company, or its permitted assigns (**"Hula Hut"**), having its principal address at 10750 Strait Lane, Dallas, Texas 75229.

RECITALS

WHEREAS, on or about September 9, 2013, Little Elm EDC and Hula Hut executed the original Ground Lease Purchase Agreement ("**Original Agreement**") concerning the Premises; and

WHEREAS, on or about September 8, 2014, the Town and Little Elm EDC amended the Original Agreement to extend the term of the Original Agreement and to extend other designated deadlines in the Original Agreement ("**First Amendment**"); and

WHEREAS, on or about March 15, 2015, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment) to address various matters and obligations ("**Second Amendment**"); and

WHEREAS, on or about June 1, 2015, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment and Second Amendment) to more clearly address the Premises subject to the Original Agreement, as amended ("**Third Amendment**"); and

WHEREAS, on or about March 6, 2017, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, and Third Amendment) to address the Annual Percentage Rent, Percentage Rent, and Rent Commencement Date ("**Fourth Amendment**"); and

WHEREAS, on or about May 15, 2018, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment) to address Annual Percentage Rent, Rent Commencement Date, and Advertising ("**Fifth Amendment**"); and

WHEREAS, on or about June 8, 2020, Little Elm EDC and Hula Hut amended the Original Agreement (as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment) to address Annual Percentage Rent, Rent Commencement Date, and certain "Impositions" ("**Sixth Amendment**"); and

WHEREAS, the parties, through this Seventh Amendment, desire to further amend the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment to address the certain obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and subject to the terms, provisions and conditions of this Seventh Amendment, and each in consideration of the duties, covenants and obligations of the other hereunder, Little Elm EDC does hereby lease, demise, and let the Premises (as hereinafter defined) unto Hula Hut, and Hula Hut does hereby lease the Premises from Little Elm EDC and the parties hereby agree as follows.

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENTS TO AGREEMENT.

(a) **Amendment to Agreement.** That Section 1.3 of the Agreement is hereby amended to read as follows:

> **"1.3** "**Annual Percentage Rent**" or **"Percentage Rent"** means an amount for each full Lease Year of the Term determined and calculated as follows: For the time period of October 1, 2021, through September 30, 2022, "Annual Percentage Rent" or "Percentage Rent" shall be one percent (1%) of Gross Revenue. For the time period of October 1, 2022, through September 30, 2023, "Annual Percentage Rent" or "Percentage Rent" shall be two percent (2%) of Gross Revenue. And, for the time period of October 1, 2023, through the end of the Lease Term, "Annual Percentage Rent" or "Percentage Rent" shall be three percent (3%) of Gross Revenue."

(b) **Amendment to Agreement.** That Section 1.29 of the Agreement is hereby amended to read as follows:

> **"1.29 Rent Commencement Date"** means October 1, 2021."

(c) **Amendment to Agreement.** That Section 8.10 of the Agreement is hereby amended to read as follows:

"**8.10** **Advertising and Customer Service**. Hula Hut, in its advertising efforts, must spend annually during the Term of this Agreement a minimum of Thirty-Five Thousand and No/100 Dollars ($35,000.00) with a marketing firm agreeable to Little Elm EDC and Hula Hut. Further, Hula Hut shall provide Little Elm EDC invoices and receipts of said marketing efforts on an annual basis. Said advertising shall emphasize its location in, and affiliation with, the Town of Little Elm, rather than its proximately to Lake Lewisville. In addition, Hula Hut consents to a third-party firm, agreeable to Little Elm EDC and Hula Hut, to evaluate the restaurant for overall customer experience, customer service, and cleanliness, after which said firm will provide a summary of their evaluation with benchmarks and timelines for improvement, if any. In the event, Hula Hut does not implement the recommendations proposed by said firm in the allocated time, the "Annual Percentage Rent" or "Percentage Rent" as provided in Section 1.3 of this Agreement shall be three percent (3%) of Gross Revenue through the end of the Lease Term."

(d) **Amendment to Agreement.** That Sections 9.2, 9.3, 9.4, 9.5, and 9.6 of the Agreement are hereby repealed in its entirety.

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Seventh Amendment:

(a) **Agreement and Amendment.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments, remain in full force and effect except where specifically modified by this Seventh Amendment.

(b) **Amendments.** This Seventh Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Seventh Amendment. No alteration of or amendment to this Seventh Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(c) **Applicable Law and Venue.** This Seventh Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Seventh Amendment shall lie in the state district courts of Denton County, Texas.

(d) **Assignment.** This Seventh Amendment may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.

(e) **Binding Obligation.** This Seventh Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. Little Elm EDC warrants and

represents that the individual executing this Seventh Amendment on behalf of the Little Elm EDC has full authority to execute this Seventh Amendment and bind the Little Elm EDC to the same. Hula Hut warrants and represents that the individual executing this Seventh Amendment on Hula Hut's behalf has full authority to execute this Seventh Amendment and bind Hula Hut to the same.

(f) **Caption Headings.** Caption headings in this Seventh Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Seventh Amendment.

(g) **Counterparts.** This Seventh Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Effective Date.** The effective date (the "**Effective Date**") of this Seventh Amendment shall be the date of the latter to execute this Amendment by Hula Hut and the Little Elm EDC.

(i) **Severability.** The provisions of this Seventh Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Seventh Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Seventh Amendment shall be enforced as if the invalid provision had never been included.

(j) **Time is of the Essence**. Time is of the essence in the performance of this Seventh Amendment.

[**The Remainder of this Page Intentionally Left Blank]**

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, which constitute but one and the same instrument, as of the day and year first above written. Upon the final execution hereof by Little Elm EDC and Hula Hut, the last to sign of such parties shall complete the date on the first page thereof.

LITTLE ELM EDC:

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Ken Eaken, President
Date Executed: _____

ATTEST:

_____
Jennette Killingsworth, Executive Director

HULA HUT:

LITTLE ELM HULA HUT, LLC,
A Texas limited liability company

By: _____
Stephen Oyster, Managing Partner
Date Executed: _____

Exhibit
Landscaping
Hula Hut
LITTLE ELM
Town of Little Elm
Denton County, Tx
Date: 8/10/2021
0
35
70
Feet
N
Landscaping Area
Parcel Boundary

Town Council Meeting

Date:	08/17/2021
Agenda Item #:	6. S.
Department:	Public Works
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action To Approve a **Contract for $64,671.99 with Evoqua Water Technologies for Wastewater Treatment Plant (WWTP) Odor Scrubber Repair.**

DESCRIPTION:

The Wastewater Treatment Plant (WWTP) utilizes an odor scrubbing devices manufactured by Siemens to cleanse the air of nuisance odors that are created during the treatment process in order to maintain a good relationship with our neighbors and visitors. The odor scrubber system is a critical piece of our infrastructure at the Wastewater Treatment plant.

The odor scrubber system has been in place since 2009, and has significantly reduced the number of odor complaints that the Town receives about the Wastewater Treatment Plant. The system utilizes a process of chemical application that helps to eliminate the odors created by the wastewater treatment process. The system is currently off-line and in need of repairs. This contract with Evoqua will provide the following:

- replace the main recirculation pump
- replace all of the diaphragms, pressure gauges and probes
- recalibrate the entire system

Evoqua is the only authorized dealer for this system. The cost for this work will be paid for out of the Wastewater Treatement operating budget with savings from chemicals.

BUDGET IMPACT:

The cost for this purchase will be paid for from the Wastewater Treatment operating budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Evoqua Scrubber Quote
Evoqua Scrubber Inspection

QUOTE

Proposal Number: **A21-070-A**
Date: August 4, 2021

12316 World Trade Drive
Suite 100
San Diego, CA 92128
gary.sutch@evoqua.com
Phone: (858) 924-8755
Fax : (858) 487-5600

EXPIRATION DATE: September 3, 2021

Billing Address:
Attn: Brian Hammer
Address: 1600 Mark Tree Lane
Little ELM, TX 75068
Phone: 214-471-7264

To Brian Hammer
Town Of Little ELM
1600 Mark Tree Lane
Little ELM, TX 75068
E mail bhammer@littleelm.org
Phone: 214-471-7264
OFFICE

Site Address:
Attn: See ABOVE
Address:
Phone:

Quote Prepared By	Job		Payment Terms	Payment Terms
Gary Sutch	Proj 4404		30 days or Credit card	

Qty	Item #	Description	Unit Price	Line Total
1		Acid wash systems LP-5000 and LP-1750 included 5 drums of acid		$23,421.00
1		Operator and maintenance training on both systems		$850.00
		List of parts for the LP-1750 requires		
1		NaOCL pump Head 2" PVC	$408.35	$408.35
1		NaOCL pump Diaphragm	$401.26	$401.26
1		NaOCL pump Check valves Kit	$282.67	$282.67
2		NaOCL pump inlet and discharge nipples	$71.83	$143.66
2		NaOCL pump nipple clamps	$126.30	$252.60
2		NaOH Pump Head 13/8 PVC	$391.99	$783.98
2		NaOH Pump Diaphragm	$364.49	$728.98
2		NaOH pump Check Valves Kit	$269.64	$539.28
4		NaOH Pump Inlet and discharge nipples	$71.83	$287.32
4		NaOH pump nipple clamps	$126.30	$505.20
3		Replace (3) Pressure relief valves and some piping	$411.21	$1,233.63
3		Replace (3) back pressure valve and some piping to refit to piping	$411.21	$1,233.63
1		Stage # 1 low level switch and assy	$1,127.00	$1,127.00
2		Recirculation pump pressure gauges and Dia.	$250.90	$501.80
2		pH probes	$1,045.80	$2,091.60
1		ORP Probes	$1,116.36	$1,116.36
2		Replace Differential pressure gauges and tubing	$192.00	$384.00
1		Sump Heater (this may not be required as the system is indoors	$2,079.20	$2,079.20
1.5		Gallons of pump oil	$107.25	$160.88
		List of parts for the LP5000		
1		NaOCL pump Head 2" PVC	$408.35	$408.35
1		NaOCL pump Diaphragm	$401.26	$401.26
1		NaOCL pump Check valves Kit	$282.67	$282.67
2		NaOCL pump inlet and discharge nipples	$71.83	$143.66
2		NaOCL pump nipple clamps	$126.30	$252.60
2		NaOH Pump Head 13/8 PVC	$391.99	$783.98
2		NaOH Pump Diaphragm	$364.49	$728.98
2		NaOH pump Check Valves Kit	$269.64	$539.28
4		NaOH Pump Inlet and discharge nipples	$71.83	$287.32
4		NaOH pump nipple clamps	$126.30	$505.20
2		Replace Differential pressure gauges and tubing	$192.00	$384.00
2		Recirculation pump pressure gauges and Dia.	$250.90	$501.80
2		pH probes	$1,045.80	$2,091.60
1		ORP Probes	$1,116.36	$1,116.36
3		Replace (3) Pressure Relief Valves and some piping	$411.21	$1,233.63
3		Replace (3) Back pressure valves and some piping	$411.21	$1,233.63
1		Stage # 1 recirculation pump use existing motor	$14,534.40	$14,534.40
1		Gel Coating of deck and front of scrubber were required	$550.00	$550.00
1.5		gallons of pump oil	$107.25	$160.88
	Note	System will need to be running to check air flow		
	Note	Quote based on Evoqua T&C		
	Note	Chemical pump parts and piping will be install if items are Purchase		
	Note	Pricing is based on complete order		
	Note	We will replace Back and relief valve piping to closest cut point if purchase		
	Note	Additional parts or labor at additional cost		
	Note	The Gel coat may be a little different in shade		

1. Are the items purchased for RESALE?
____ Yes X No
If YES, please provide a copy of resale certificate.
2. Is the purchasing company EXEMPT from Sales & Use Tax?
____ Yes X No
If YES, please provide a copy of exemption certificate.

SUBTOTAL	$64,671.99
SHIPPING/HANDL.	Included
USD TOTAL	$64,671.99

NOTE:
The above price excludes all applicable sales taxes.

This quotation is based upon Evoqua Standard Terms of Sale (attached), which shall form a binding part of any resulting order.

To accept this quotation and terms, please fill out the billing and shipping address above, sign below and return:

Authorized Purchaser _____ Date _____

THANK YOU FOR YOUR BUSINESS

EVOQUA
WATER TECHNOLOGIES

Project Number : SO 1111291
Site Superviser : Brian Hammer
Date Work Completed : 7-20-21
Work Completed By : A.J. Spires

Brian Hammer
Wastewater Treatment Crew Leader
bhammer@littleelm.org
c 214.471.7264
f 214.618.8278
1600 Mark Tree Lane
Little Elm, TX 75068
www.littleelm.org
LITTLE ELM
Direct Mail:
100 West Eldorado Parkway
Little Elm, TX 75068

Description of Work Completed:

Task		Complete?	Comments
	Inspect 2 LoPros	✓	

Description of items to be completed or issues to be resolved:

Number	Item or Issue	Promise Date	By Whom
	Report and Quotes to follow in a Few Weeks	2 weeks	Evoqua

Attach additional pages as needed

I CERTIFY THAT THE ABOVE WORK WAS COMPLETED EXCEPT FOR ITEMS LISTED AS DESCRIBED ABOVE AND THERE ARE NO FURTHER ISSUES REMAINING TO PROHIBIT THE REMAINING PAYMENT FOR THE EQUIPMENT PROVIDED BY EVOQUA WATER TECHNOLOGIES LLC:

Signed:

A.J. Arthur Spires
for EVOQUA Water Technologies LLC

Brian Hammer
for Customer (indicate title and company or attach business card)

Evoqua WT

Job Number: SO, 1111291 **Date: 8-2-2021**
Project Name: City of Little Elm
Project Address: Little Elm, TX

Site Contact: Brian Hammer
Phone Number: 214-471-7264

Services Performed

Arrived onsite on 7-19-21 to inspect 2 LoPro Odor control units, a LP-1750 and a LP-5000.

LP-1750.

Inspection of the scrubber began with a physical inspection. Caustic leaks were noted on the Stage 2 pump, stage 2 backpressure valve joint, and stage 1 discharge piping. The heads of all three chemical pumps showed wear, and due to age, should be replaced with new diaphragms and plastic parts, including the clamps and check valves. I then ran various components to check operation. Both recirculation pumps functioned normally. The spray patterns in the stages weren't perfect but would be corrected with an acid wash. The packing showed significant buildup, also correctable with an acid wash. The sumps were drained for inspection, and more buildup was noticed. This also let me check operation of the low-level switches, and the Stage 1 low level switch doesn't work and needs to be replaced. Both Recirculation pressure gauges and both Differential Pressure Gauges also need to be replaced. I also attempted to calibrate all 3 probes, and they all failed calibration.

Recommend they also be replaced. Scrubber fan sounded normal. Stage 1 Sump heater shorts out, causing the breaker to trip. Recommend replacement but may not be necessary if the building is heated. When the scrubber was new, it didn't have a building around it.

Amps recorded during checks:
Stage 1 Recirc pump: 1.5/1.5/1.4
Stage 2/3 Recirc Pump: 2.1/2.0/2.0
Fan: 2.2/2.3/2.3

LP-5000.

Started with a physical inspection. The heads of all three chemical pumps showed wear, and due to age, should be replaced with new diaphragms and plastic parts, including the clamps and check valves. Caustic leaks were noted on the Stage 1 Caustic Pump, Stage 2 pump, and stage 2 backpressure valve. I then ran various components to check operation. Stage 2 Recirculation pump functioned normally. Stage 1 recirculation pump has a loud roar coming from one of the pump bearings. The pump should be replaced. The motor checked out ok. The spray patterns in the stages weren't perfect but would be corrected with an acid wash. The packing showed significant buildup, also correctable with an acid wash. The sumps were drained for inspection, and more buildup was noticed. Both Recirculation pressure gauges and both Differential Pressure Gauges also need to be replaced. I also attempted to calibrate all 3 probes, and they all failed calibration. Recommend they also be replaced. Scrubber fan sounded normal. There are a few areas on the scrubber deck that need the gel coating repaired.

Amps recorded during checks:

Stage 1 Recirc pump: 7.5/7.6/7.7

Stage 2/3 Recirc Pump: 7.4/7.7/7/5

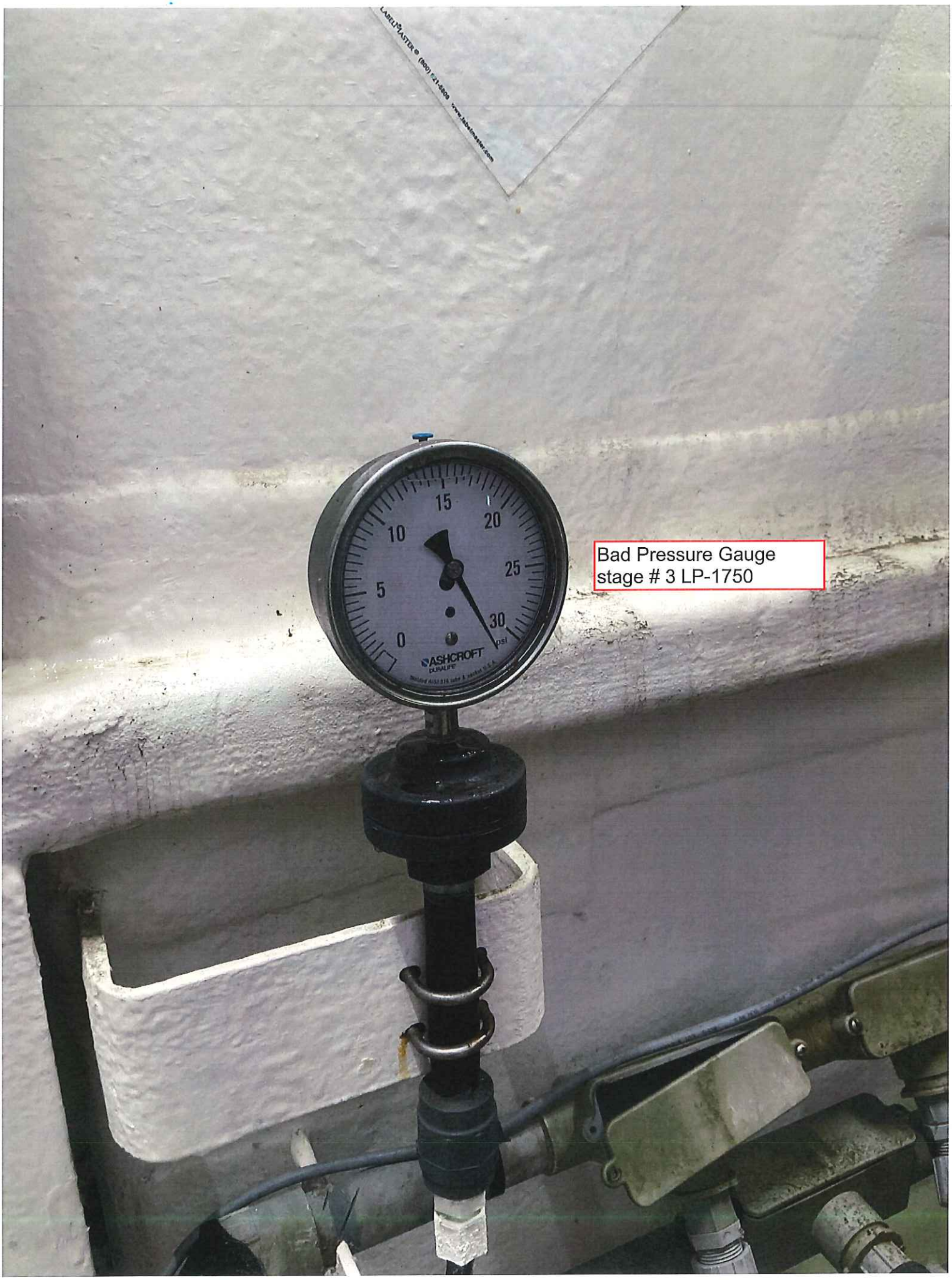
Fan: 17.9/18.1/18.0

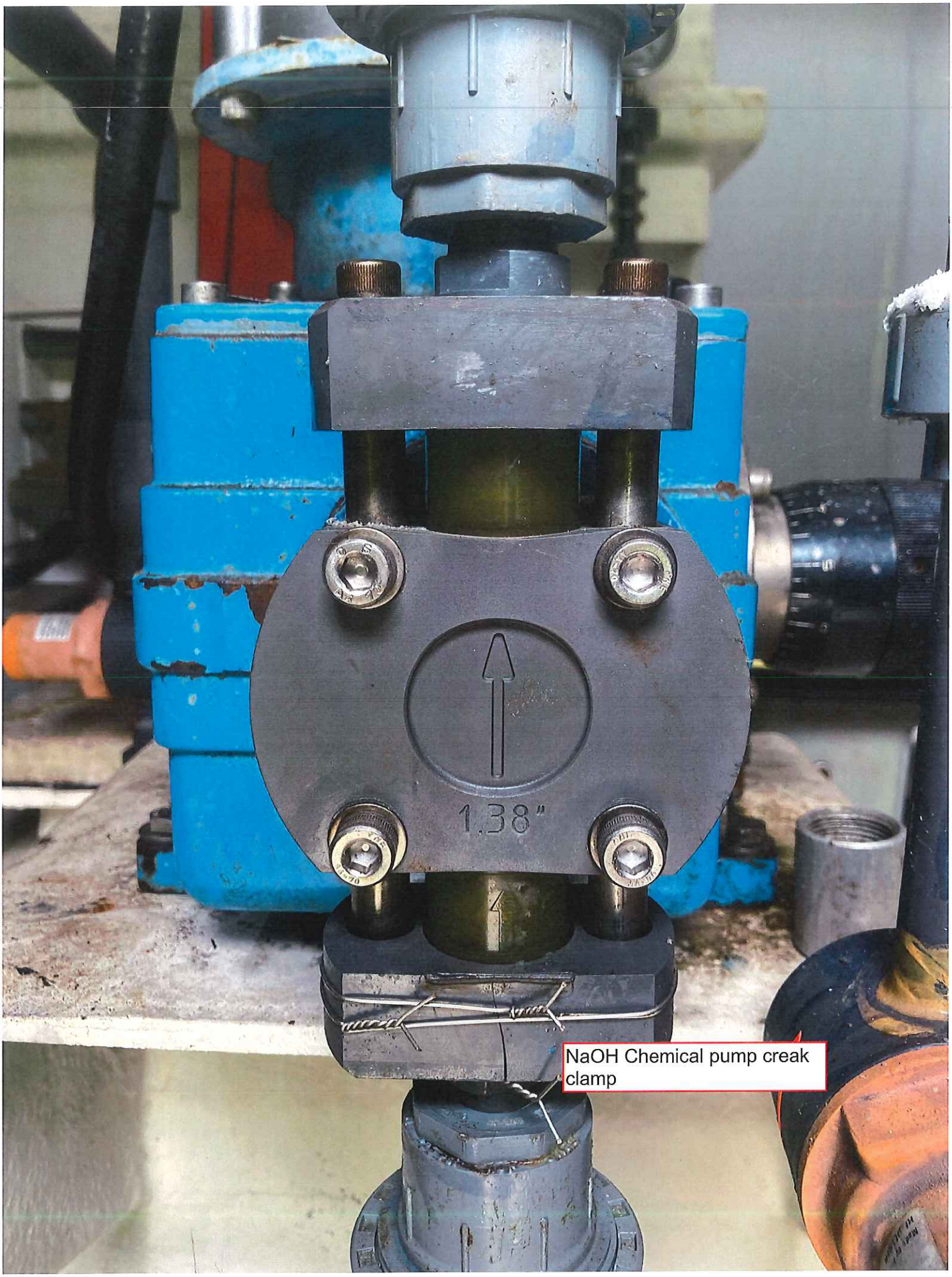
Arthur Spires

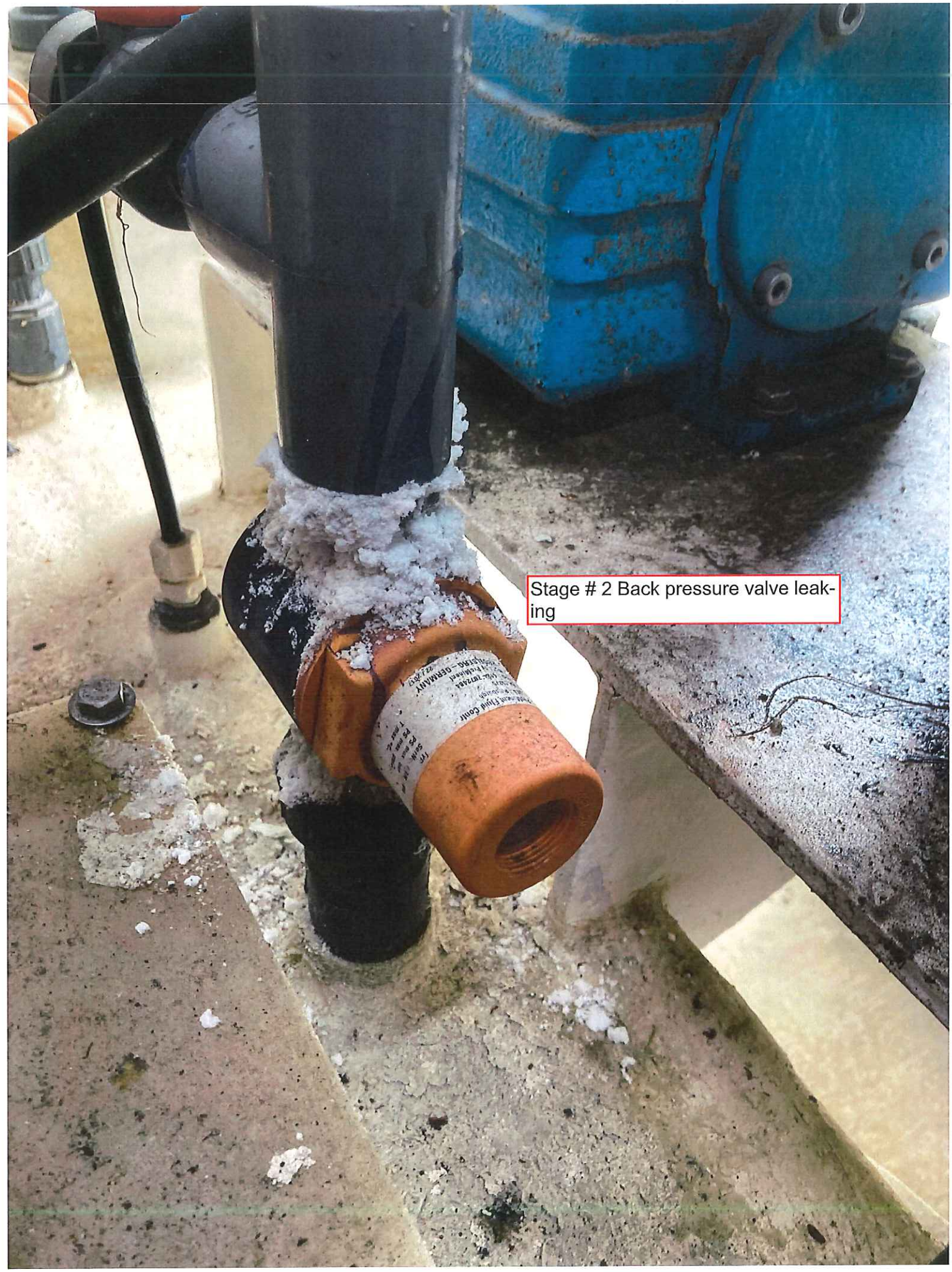
Buildup Stage # 1 LP-1750

Buildup stage # 3 LP-
1750

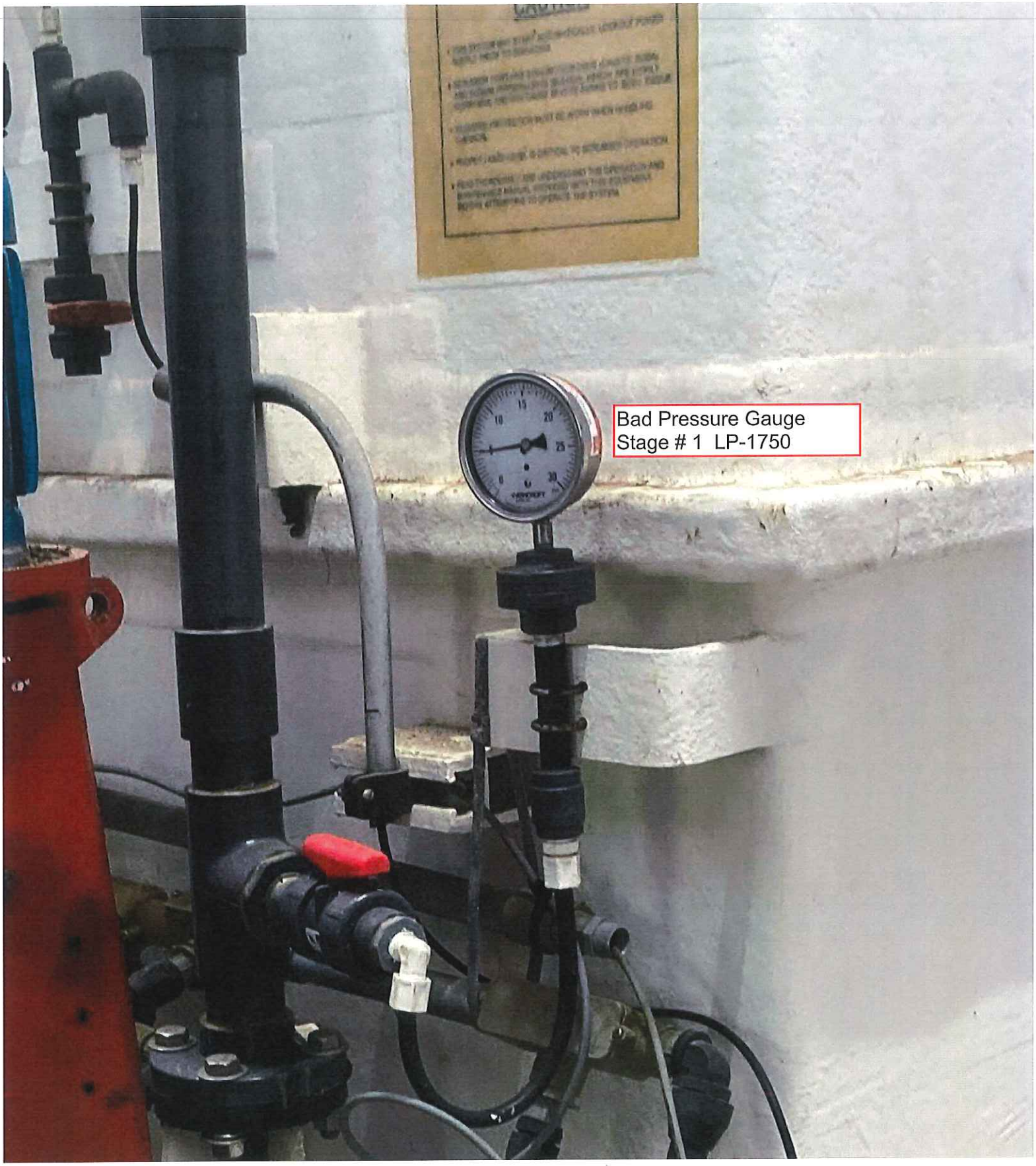
Buildup stage 3 sump LP-1750

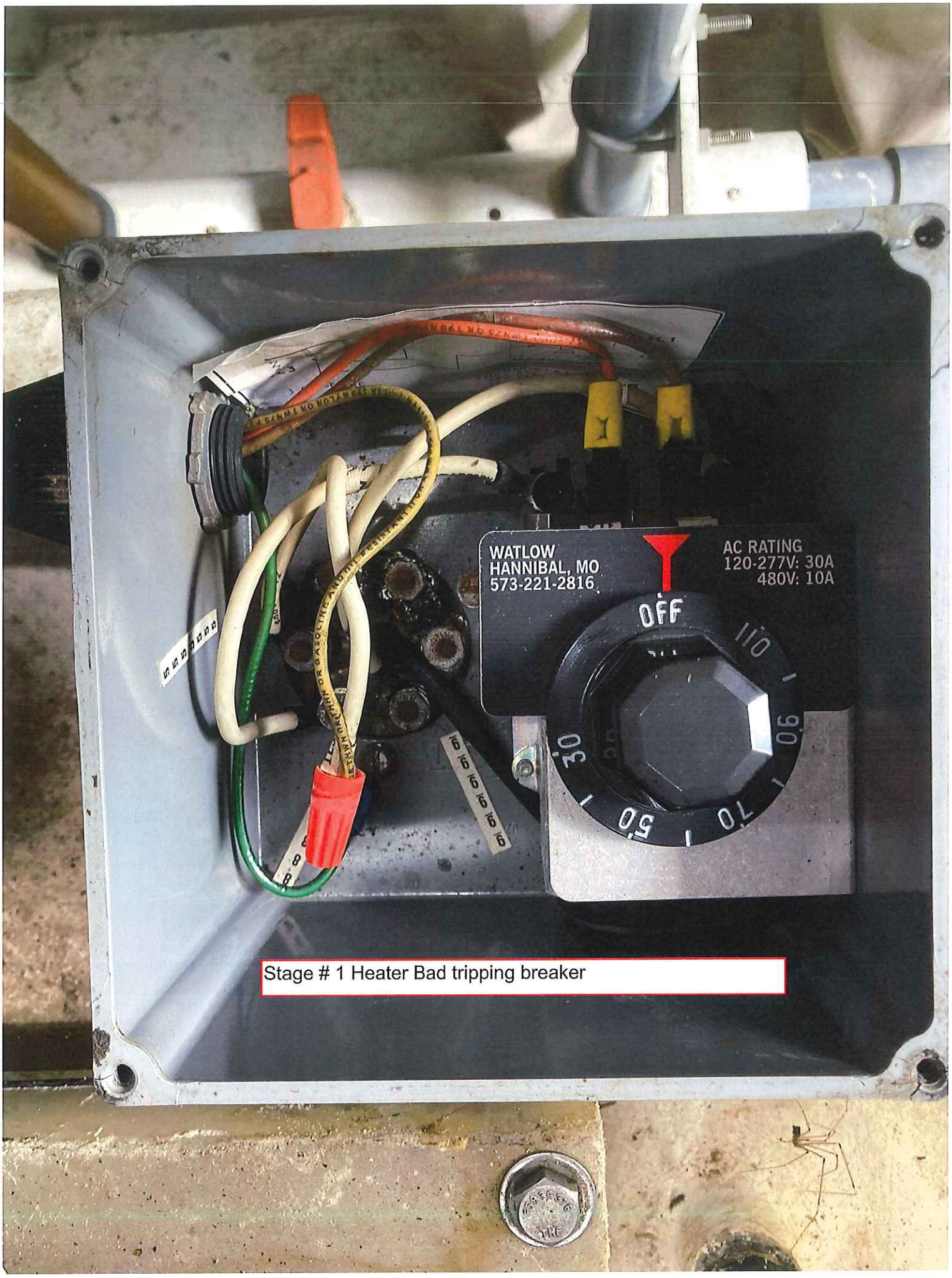

Bad Pressure Gauge
stage # 3 LP-1750
ASHCROFT
DURALIFE
0
5
10
15
20
25
30
psi


1.38"
NaOH Chemical pump creak clamp

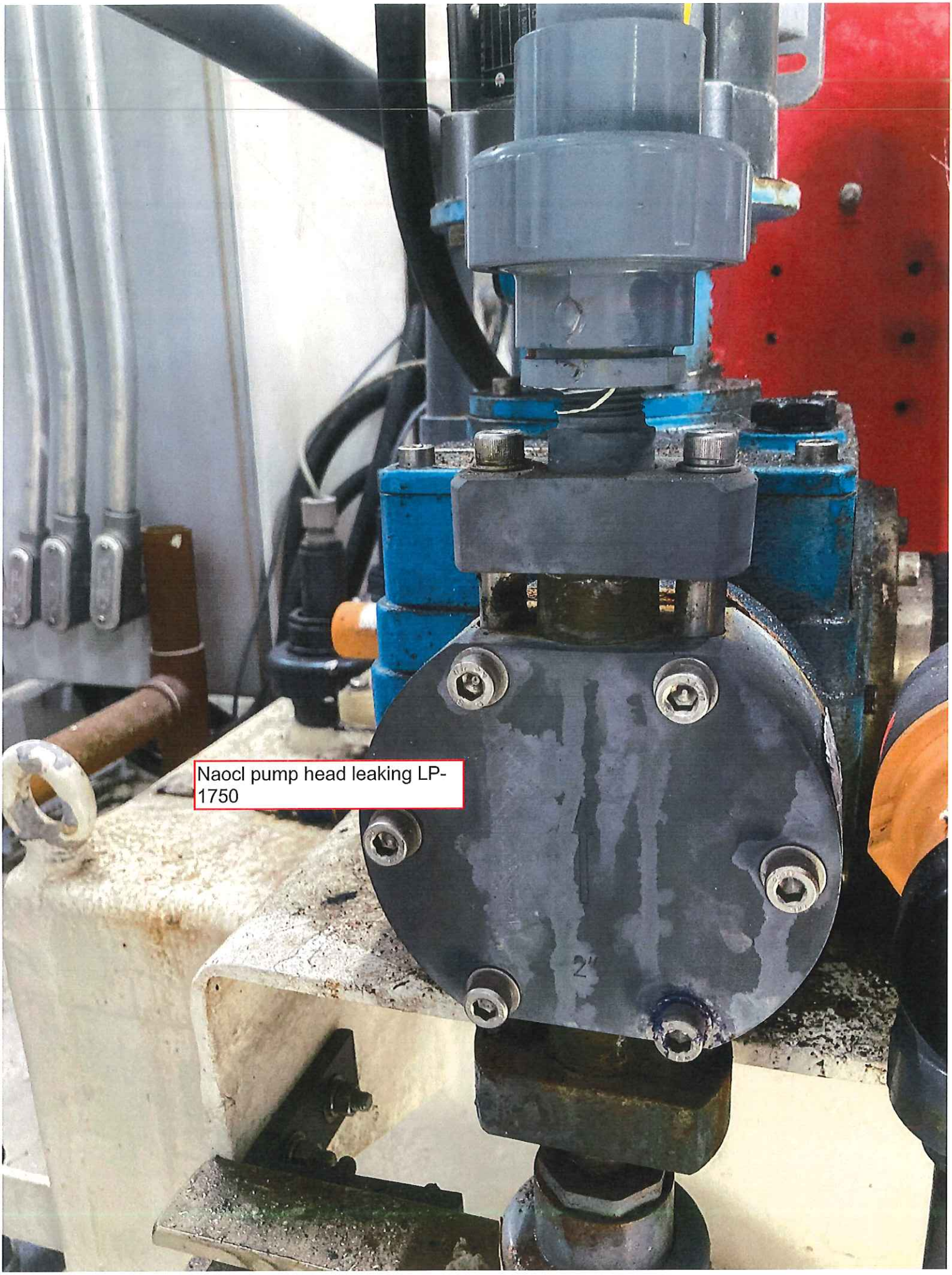

Stage # 2 Back pressure valve leaking

Stage # 1 sump buildup
LP-1750

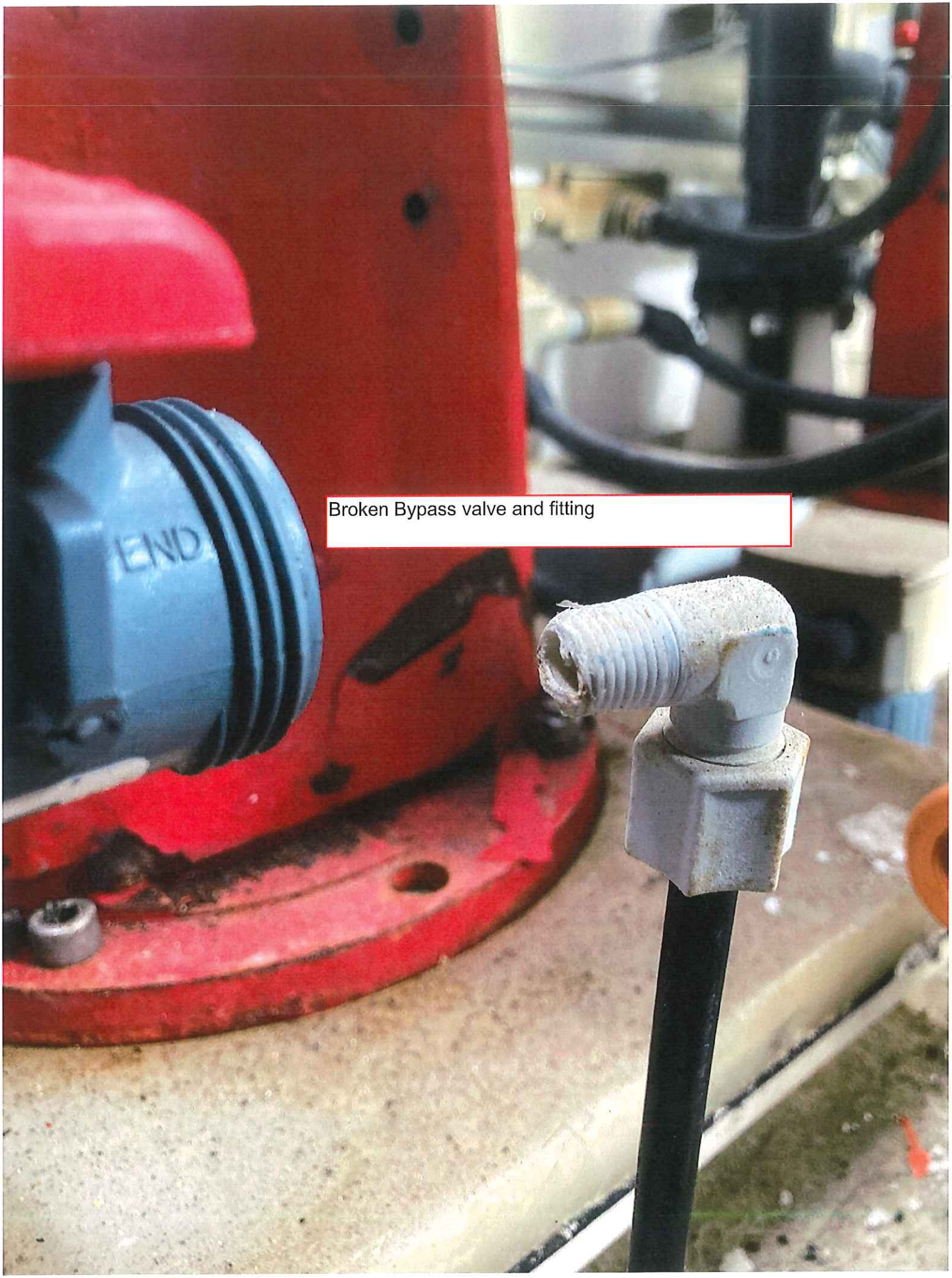

Bad Pressure Gauge
Stage # 1 LP-1750



Stage # 1 Heater Bad tripping breaker


Naocl pump head leaking LP-1750

Differential pressure
Gauge Missing Valve


Broken Bypass valve and fitting

SIEMENS

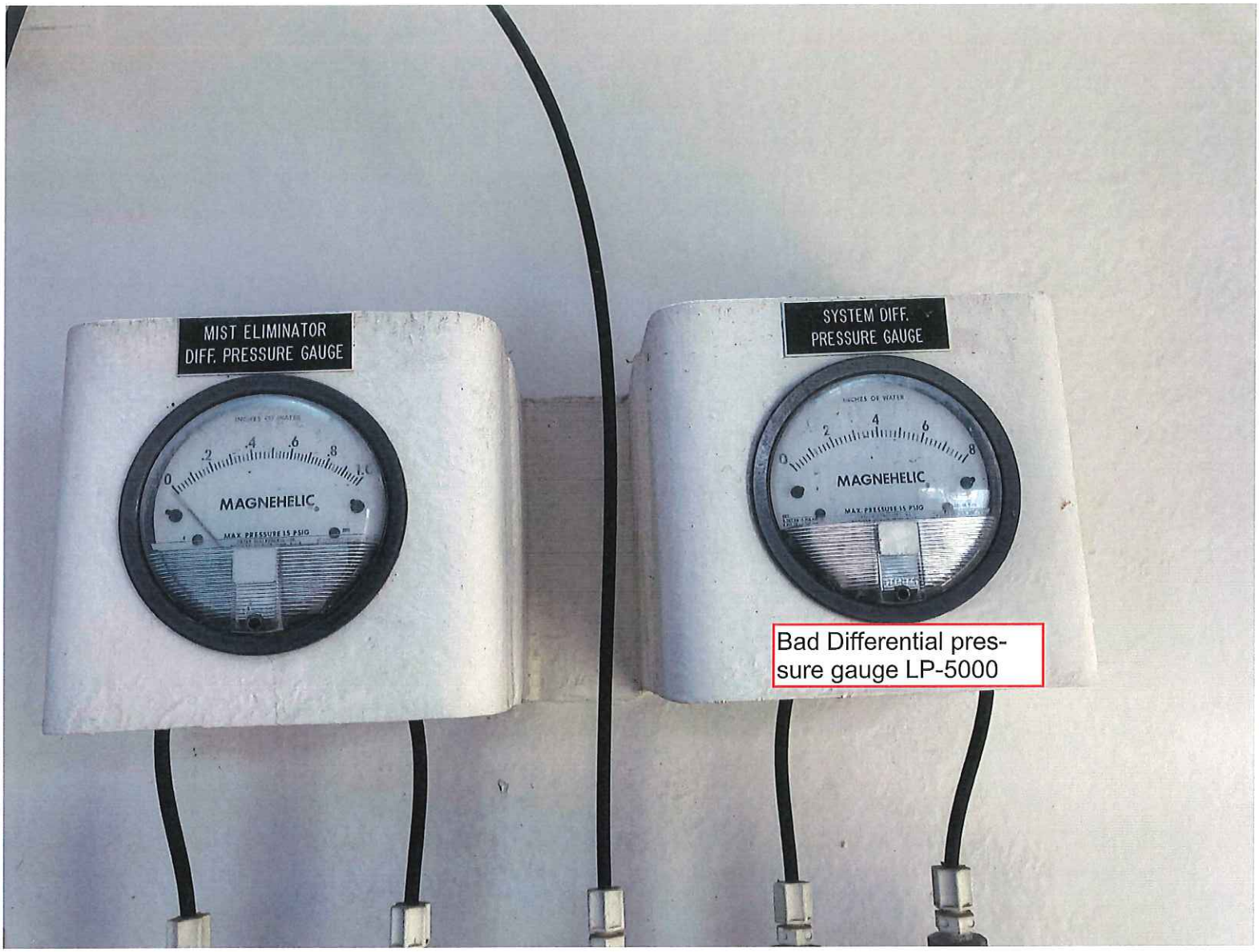
LO/PRO

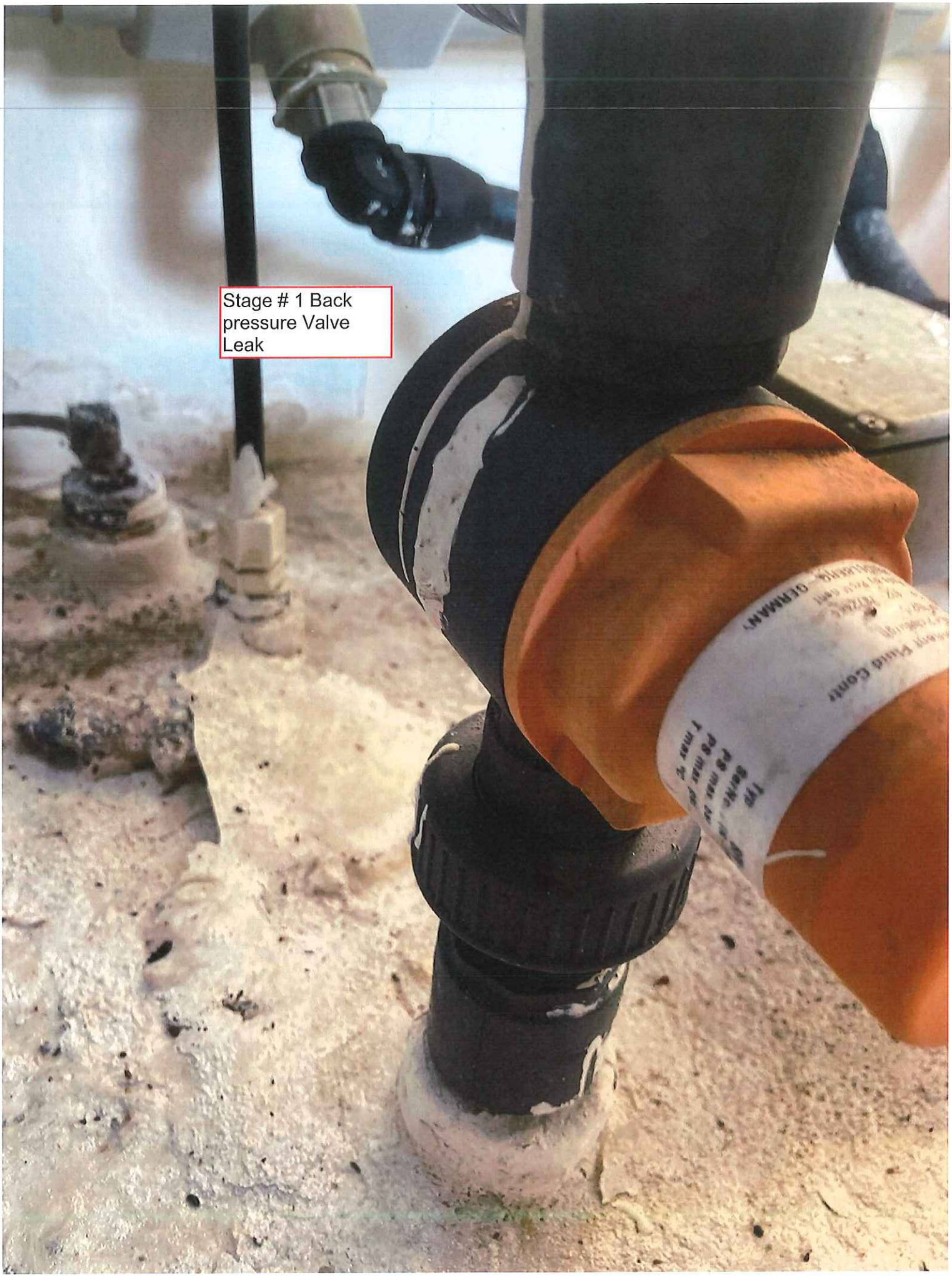
EQUIPMENT ID:	LO/PRO® ODOR CONTROL
EQUIPMENT NO:	OCS-2001 (4404-5001)
CONTENTS:	TO 5% NaOH, NaOCl
PRESSURE:	+8" W.C.
TEMPERATURE:	10 TO 130 °F
RESIN:	FRP (HETRON 922)
CORROSION BARRIER:	100 MIL
SIZE:	12'-6" x 7'-6"
HEIGHT:	11'-6" (EXCL. STACK)
WEIGHT:	6,800 lbs. (DRY)
APPLICATION:	LITTLE ELM WWTP BELT PRESS & TREATMENT UNITS LITTLE ELM, TX
DATE:	JANUARY 2010

U.S. PATENT NO 5,876,662
U.S. PATENT NO 6,174,498

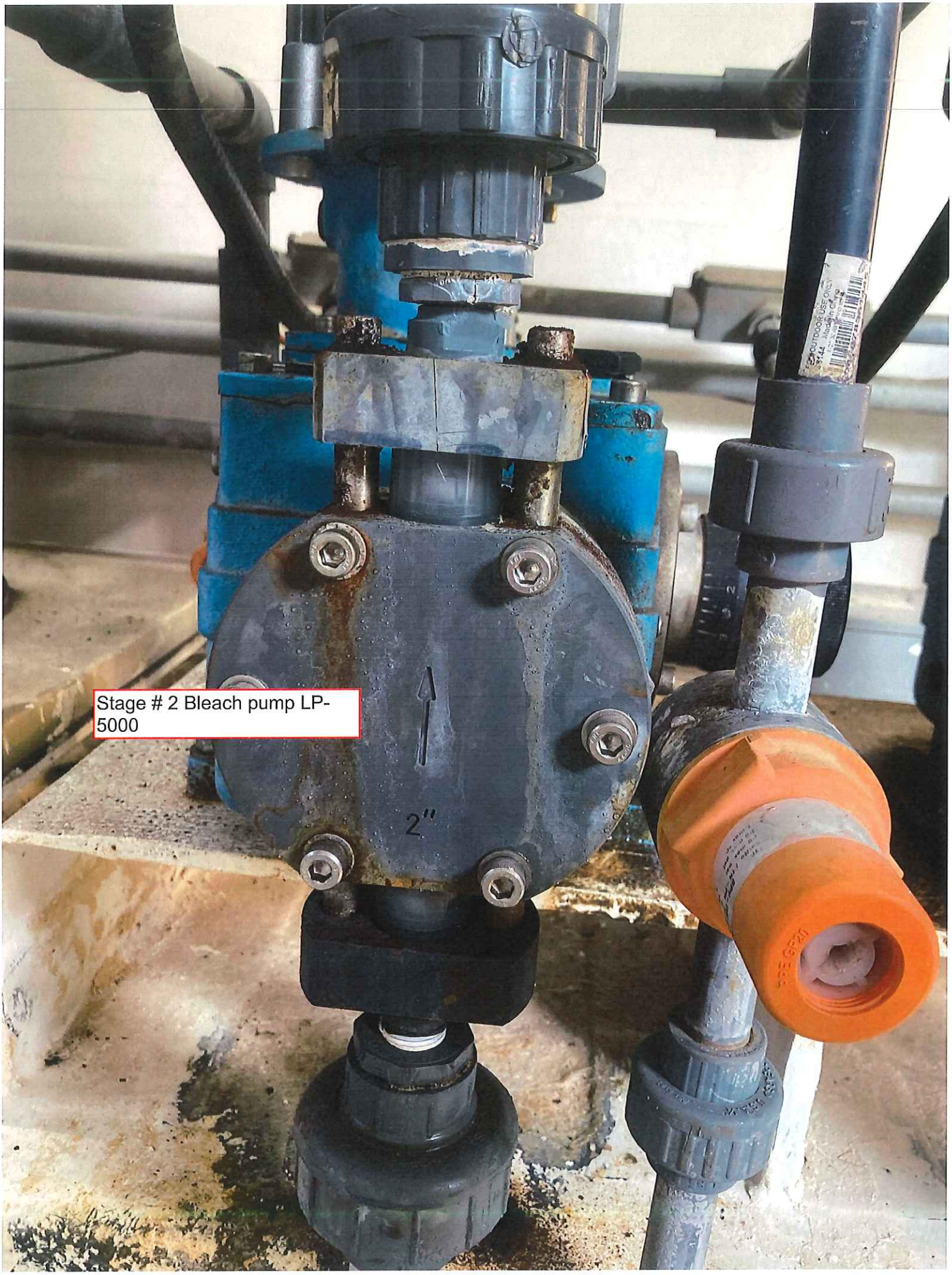
Face of scrubber need Gel Coating LP-5000

Stage 2/3 Back pressure valve leaking LP-5000


MIST ELIMINATOR
DIFF. PRESSURE GAUGE
MAGNEHELIC
SYSTEM DIFF.
PRESSURE GAUGE
MAGNEHELIC
Bad Differential pres-
sure gauge LP-5000

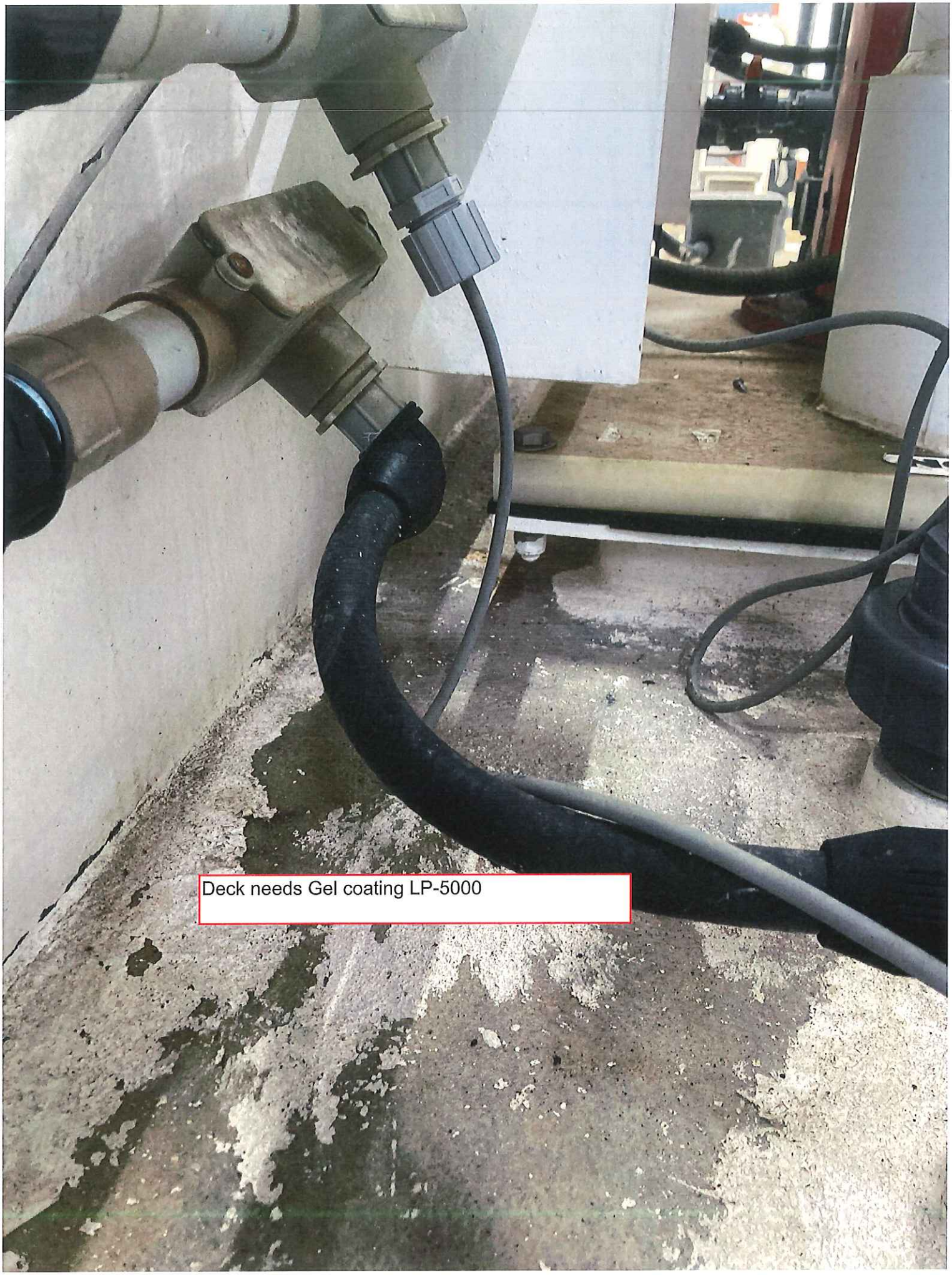

Stage # 1 Back pressure Valve Leak

Stage # 2 Caustic pump
LP-5000


Stage # 2 Bleach pump LP-5000
2"

Stage # 2 Buildup LP-5000

1.38"
Stage # 1 Caustic Pump LP-5000


Deck needs Gel coating LP-5000

Date:	08/17/2021
Agenda Item #:	6. T.
Department:	Community Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve a **Facility Use Agreement with Silverado Rentals.**

DESCRIPTION:

This agreement is to provide jet ski concessions at Little Elm Park for the purpose of providing a location for watercraft rentals and services. This operation will be out of the Little Elm Park Boat Ramp for the period of April 1 - October 1, 2021. This agreement may be extended twice, each for one-year increments, not to exceed a total of three years.

BUDGET IMPACT:

No expense will be incurred by the Town. The Concessionaire pays 10% of the gross revenue of any and all rentals or sales for up to six jet skis, and 15% once the fleet exceeds six jet skis.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Facility Use Agreement

FACILITY USE AGREEMENT
TOWN OF LITTLE ELM COMMUNITY SERVICES DEPARTMENT
JET SKI RENTAL CONCESSION
AT LITTLE ELM PARK

This Agreement is made by and between Greg Hall/Silverado Rentals (hereinafter referred to as the "Concessionaire"), and the Town of Little Elm, Texas (hereinafter referred to as the "Town"). Wherever in this Agreement the term "Concessionaire" is used, it shall include Concessionaire and any of its employees, servants, agents, or representatives.

1. Purpose. The Concessionaire is to provide jet ski concessions at Little Elm Park as set forth herein for the purpose of providing a location for watercraft rentals and services.

2. Use of Park. The Town hereby agrees to assign the concession at Little Elm Park on a non-exclusive basis and for the purpose herein expressed to the Concessionaire for the period April 1 through October 1, 2021. During such period, the Concessionaire shall have the right to use the park and lake upon such hours as may be set by the Town from time to time after presentation and approval of a proposed schedule by the Concessionaire. In consideration thereof, the Concessionaire agrees to pay to the Town 10% of the gross revenues of any and all rentals or sales for up to six (6) jet skis; and 15% once the fleet exceeds six (6) jet skis. The Concessionaire shall pay such monies to the Town on or before the last day of each month. The facility use agreement may be extended in one-year (1) increments twice with the mutual consent of both parties. The total length of this agreement will not exceed three (3) years. The Town and the Concessionaire expressly understand and agree that this agreement is subject to all the terms, conditions, privileges and obligations incorporated in the lease granted to the Town of Little Elm by the Secretary of the Army under Lease No. DACW 63-1-20-0550 and such terms are binding on the Concessionaire as if they were set forth herein.

3. Accounting. Upon three (3) days written notice, the Concessionaire agrees to provide the Town with access to all of its books and financial records, including, but not limited to, accounting records and banking records, in order to verify the amount of payments due to the Town. The Concessionaire shall provide to the Town an accounting of all Concession transactions including but not limited to any and all other sales or services provided.

4. Termination. The Concessionaire may terminate this Agreement upon submission of a 30-day written notice to the Town. The Town may terminate this Agreement: A) Upon submission of 30-day written notice "without cause"; or B) Immediately upon submission of written notice "for cause". All notices must be written and transmitted by certified mail.

5. Independent Contractor. The Concessionaire hereby agrees and acknowledges that it is an independent contractor and that its programs offered and services performed shall be and are independent of the Town's supervision, oversight, direction, or control.

6. Concessionaire Obligations.
   A. Provide all equipment, materials, labor, tools, and personnel necessary for proper operation of a quality watercraft rental concession operation.
      a. Concessionaire shall provide all Personal Flotation Devices (PFDs) approved by the US Coast Guard, in serviceable condition, readily accessible and of appropriate size for intended user.
      b. All vessels must be equipped with one Type I, II, III, or V wearable PFD for each person on board. A Type V PFD is acceptable only if used in accordance with the specific instructions on the label of the device.
      c. Concessionaire shall assure all watercraft are in proper repair and operating order at all times.
      d. Concessionaire shall permit no loitering at the site.
      e. Concessionaire shall permit no glass containers on park property and must enforce said rule with customers.
      f. All material and services provided by the Concessionaire shall comply with all current Federal, State and Local boating laws and regulations, as well as Town of Little Elm ordinances, rules and regulations.

   B. The Concessionaire shall employ a number of people sufficient to meet the demands of the public at the contract premises. The staff shall be uniformed in a manner consistent with a quality operation acceptable to the Town. The Concessionaire shall conduct a criminal background check on each employee by obtaining a Texas Department of Public Safety criminal history report and providing a copy of said report to the Director of Community Services of the Town. Any applicant possessing a criminal history that includes a conviction for a Class A Misdemeanor within the past 10 years or any felony regardless of time period is ineligible for employment.

   C. Remove trash generated by the program from the park, lake and adjacent areas at the conclusion of each day of operation.

   D. The Concessionaire shall provide and post a list of rental prices. The hours of operation and the Community Services Department's phone number for information and complaints shall be posted.

   E. Ensure that its employees and the enrollees in the program shall use the park and lake in a normal manner, and shall not abuse, injure, or damage the park, lake, or facilities.

   F. Timely investigate and promptly report to the Town Community Services Department any and all injuries or damages to persons or property at the park and lake during the hours of the Concessionaire's use.

   G. Do not sublet the use of the park or lake to any person or group of persons, unless approved in advance and in writing by the Town.

   H. Do not deny the general public access to the park or lake.

I. Designate and identify a contact person who will represent the Concessionaire before the Town's Community Services Department regarding this Agreement.

J. Concessionaire shall provide marketing for the concession. All signage posted by Concessionaire must be approved by the Town beforehand. Contractor shall permit no advertising at or on the building other than Concessionaire's business signs.

K. Concessionaire must submit to a criminal background check prior to any agreement.

L. Concessionaire shall provide and bear the cost of complete maintenance services for the watercraft rental.

M. The Concessionaire shall not make any structural alterations, repairs, or improvements of the premises, without the written permission from the Director of the Community Services Department.

N. Concession facilities and premises shall be maintained in good condition and repair.

O. The Concessionaire must use a cash register or program to enter all cash/credit card transactions with the capacity to provide each customer with a printed receipt. In addition, this cash register/program shall be equipped with the capability to print out daily sales totals.

7. Town Obligations.

A. Provide trash receptacles.

B. Designate and identify a contact person who will represent the Town regarding this Agreement.

C. Help with the advertisement of the watercraft rental through posting information on the Town's website and Community Services Department's print and electronic media.

D. In case of park closure, the Town will make every effort to notify the Concessionaire.

8. Minimum Hours of Operation*. Concessionaire may set its own days and hours of operation so long as the days and hours meet the below minimum:

- April 1 through October 1, 2021 (weather permitting)
    - 8:00 am to 30 minutes before sundown

*Concessionaire may operate more days or hours than the stated minimum requirement, however any operation beyond the minimum operation days and hours set forth in this agreement must be approved 72 hours in advance by the Director of Community Services.

9. Number and Types of Rentals. Must get approval to add additional vessels or other rentals/sales.

10. Pricing Requirements. Rental prices, including price changes, the rental rules and all other relations of the Concessionaire with the public, shall be subject to approval by the Town. The Concessionaire's pricing shall be in line with the going market rate in the prevailing DFW Metropolitan area. All changes in prices or items sold must be approved, denied or modified by the Director of Community Services within 30-days after a request to change process is submitted.

11. Payments. The Concessionaire agrees to pay the Town **10% of the gross revenues of any and all rentals or sales for up to six (6) jet skis; and 15% once the fleet exceeds six (6) jet skis**. "Gross revenue" as used in this contract shall be defined as all income of whatever nature is received by or accrued by Concessionaire, arising from the operation of the concession and for services performed under this contract by the Concessionaire including, but not limited to vessel rental, instruction fees, nonrefundable deposits, and the sale of all appropriate related items, and other items as approved. Gross revenue is total receipts before the deduction of any costs or expenses whatsoever; provided, however, that gross revenue shall exclude any sales taxes. The contractor shall pay such monies to the Town on or before the last day of each month. In addition, an itemized Monthly Concession Report shall be submitted with monthly payment. This report must include but not be limited to a complete listing of daily sales by item sold, a daily revenue tally, daily sales tax tally, and a daily net revenue tally. In addition, monthly totals of each line item, including total amount due to the Town of Little Elm.

12. Complaints. The Concessionaire shall assume full and complete responsibility for handling and resolving any and all complaints concerning the Concessionaire's operations, sales or service provided.

13. INDEMNITY. THE CONCESSIONAIRE AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF LITTLE ELM, ITS MAYOR, TOWN COUNCIL, EMPLOYEES, AGENTS, SERVANTS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND OR CHARACTER, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING IN TORT, OUT OF OR IN CONNECTION WITH THE CONCESSIONAIRE'S USE OF THE PARK OR LAKE PURSUANT TO THIS AGREEMENT, WHERE SUCH CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY OF ANY KIND OR CHARACTER ARISE, IN WHOLE OR IN PART, FROM THE ACTS, CONDUCT, OR OMISSIONS OF THE CONCESSIONAIRE AND/OR ITS EMPLOYEES, SERVANTS, AGENTS OR REPRESENTATIVES.

14. Insurance. The Concessionaire shall procure and maintain in force for the duration of this contract liability insurance against any claim for injury to a person or damage to property which may arise from, or in connection with, the use of the park or lake by the Concessionaire and its agents, representatives, volunteers, employees, subcontractors, invitees, and all enrollees in the Concessionaire's program. Such liability insurance shall be in an amount not less than $300,000 per person and $1,000,000 per occurrence. The Concessionaire shall procure and maintain such insurance coverage at its own expense. The

Concessionaire shall provide proof of insurance prior to the execution of this Agreement and at such other times as demanded by the Town. The Concessionaire shall ensure that the Town is named as an additional insured on such policy. The Concessionaire shall provide a Certificate of Insurance with the types and amounts of coverage within 14 calendar days of notification of award.

15. Notice. Notices required by this Agreement shall be submitted to the persons and/or organizations, as follows:

A. Notices to the Town shall be directed to:
   Town of Little Elm
   Director of Community Services
   100 W. Eldorado Parkway
   Little Elm, TX 75068
B. Notices to the Concessionaire shall be directed to:
   _____
   _____
   _____
   _____

The Parties may later designate in writing any other individual or entity to whom notices or referrals shall be submitted.

16. Closure of Park and Lake. The Town reserves the right to close the Park at any time and under any conditions deemed necessary for public safety. The Concessionaire hereby waives, releases, discharges and disclaims any and all claims, causes of action, losses, liability, damages or injuries relating to any closure of the park by the Town and further agrees to indemnify and hold harmless the Town, its Mayor, Town Council, employees, agents, servants, and representatives from any and all claims, losses, damages, causes of action, suits, and liability of any kind or character, including all expenses of litigation, court costs and attorney's fees, resulting from any closure of the park by the Town. Every effort will be used to notify the Concessionaire when a closure occurs.

17. Retention of Improvements. Should the Town terminate this Agreement resulting from the Concessionaire's breach, the Town shall be entitled to keep any improvements made by the Concessionaire. Concessionaire shall be given credit against the minimum amount that would have been due to the Town for the balance of the term of the Agreement.

18. Governing Law & Venue. This Agreement shall be governed by and is to be construed, interpreted and enforced in accordance with the laws of the State of Texas and of the United States of America. The Concessionaire and the Town agree and consent to the exclusive jurisdiction of the District Courts and County Courts at Law of Denton County, Texas, and of the United States District Court for the Northern District of Texas (Dallas Division) and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions between the Concessionaire and the Town and agree that such

courts shall be the exclusive forums for the resolution of any actions between the Concessionaire and the Town.

19. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the Concessionaire and the Town intend and agree that such provision is fully severable and that the remaining parts of the Agreement shall be effective and fully operative.

20. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All other oral agreements by the parties hereto are hereby merged into this Agreement, which shall not be amended or altered except by a written document signed by the parties hereto.

21. Representations and Warranties by Concessionaire. If Concessionaire is a corporation, partnership or a limited liability company, Concessionaire warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Concessionaire has been duly authorized to act for and bind Concessionaire.

22. Franchise Tax Certification. A corporate or limited liability company Concessionaire certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23. Eligibility Certification. Concessionaire certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

24. Payment of Debt or Delinquency to the State or Political Subdivision of the State. Concessionaire agrees that any payments owed to Concessionaire under the Agreement may be applied directly toward any debt or delinquency that Concessionaire owes the Town of Little Elm, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

25. Texas Family Code Child Support Certification. Concessionaire certifies that no owner, partner or officer of the company is delinquent in child support obligations and therefore is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

TOWN OF LITTLE ELM

By: _____ Date: _____

Matt Mueller, Town Manager
100 W. Eldorado Parkway
Little Elm, TX 75068
214-975-0405

CONCESSIONAIRE

By: _____ Date: _____

Date:	08/17/2021
Agenda Item #:	6. U.
Department:	Community Services
Strategic Goal:	Maximize community recreation and leisure activities
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve a **Concession Agreement with Frios Gourmet Pops.**

DESCRIPTION:

This agreement is to provide popsicles, ice cream, and ice cream treat concessions at McCord Park Splash Pad, Beard Park, Cottonwood Sports Complex, and other facilities as agreed/approved. The term of the agreement is April 1 - September 30, 2021, and may be extended twice in one-year increments, not to exceed a total of three years.

BUDGET IMPACT:

No expense will be incurred by the Town. The Concessionaire pays 10% of the gross revenue of any and all sales.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Concession Agreement

2021 CONCESSION AGREEMENT
TOWN OF LITTLE ELM – COMMUNITY SERVICES DEPARTMENT
ICE CREAM TREAT SALES AT DESIGNATED PARKS

This Agreement is made by and between Lauren Penn/Frios Gourmet Pops (hereinafter referred to as the "Concessionaire"), and the Town of Little Elm, Texas (hereinafter referred to as the "Town"). Wherever in this Agreement the term "Concessionaire" is used, it shall include Concessionaire and any of its employees, servants, agents, or representatives.

1. **PURPOSE**. The Concessionaire is to provide popsicles, ice cream and ice cream treat concessions at designated park locations to include:
    - McCord Park Splash Pad, 1001 Witt Road,
    - Beard Park, 310 E. Eldorado Parkway,
    - Cottonwood Sports Complex, 605 Lobo Lane,
    - Other LEAYSA Sports Facilities, as agreed.
2. Concessionaire may sell other items including water, soda, and other beverages, if approved by the Community Services Director.
3. **TERM**. The term of this agreement is April 1 to September 30, 2021. The agreement may be extended in one-year (1) increments (April 1 to September 30) twice with the mutual consent of both parties. The total length of this agreement will not exceed three (3) years. ***The Town and the Concessionaire expressly understand and agree that this agreement is subject to all the terms, conditions, privileges and obligations incorporated in the lease granted to the Town of Little Elm by the Secretary of the Army under Lease No. DACW 63-1-20-0550 and such terms are binding on the Concessionaire as if they were set forth herein.***
4. **USE OF PARKS**. The Town hereby agrees to allow ice cream treat concessions at designated Little Elm Parks on a non-exclusive basis and for the purpose herein expressed to the Concessionaire for the above term. During the term, the Concessionaire shall have the right to use the parks and lake upon such hours as set by the Town. ***Concessionaire must submit a proposed schedule which must be approved by the Community Services Director prior to implementation. This includes all parties and regular concessions.***
5. **FEES/PAYMENTS**. The Concessionaire agrees to pay to the Town **10% of the gross revenues of any and all sales made in approved parks or Town property;** The Concessionaire shall pay such monies to the Town on or before the 10th day of each month for the previous month's gross revenues.

    "Gross revenue" as used in this contract shall be defined as all income of whatever nature is received by or accrued by Concessionaire, arising from the operation of the concession and for services performed under this contract by the Concessionaire including, but not limited to snow cone sales, beverages, booking fees, nonrefundable deposits, and the sale of all appropriate related items, and other items as approved. Gross revenue is total receipts before the deduction of any costs or expenses whatsoever; provided, however, that gross revenue shall exclude any sales taxes. The concessionaire shall pay such monies to the Town on or before the 10th day of each month. In addition, an itemized Monthly Concession Report shall be submitted with monthly payment. This report must include but not be limited to a complete listing of daily sales by item sold, a daily revenue tally, daily sales tax tally, and a daily net revenue tally. In addition, monthly totals of each line item, including total amount due to the Town of Little Elm.
6. **ACCOUNTING**. Upon three (3) days written notice, the Concessionaire agrees to provide the Town with access to all of its books and financial records, including, but not limited to, accounting records and banking records, in order to verify the amount of payments due to the Town. The Concessionaire shall provide to the Town an accounting of all Concession transactions including

but not limited to any and all other sales or services provided.

7. **TERMINATION**. The Concessionaire may terminate this Agreement upon submission of a 30-day written notice to the Town. The Town may terminate this Agreement: A) Upon submission of 30-day written notice "without cause"; or B) Immediately upon submission of written notice "for cause". All notices must be written and transmitted by certified mail.

8. **INDEPENDENT CONTRACTOR**. The Concessionaire hereby agrees and acknowledges that it is an independent contractor and that its programs offered and services performed shall be and are independent of the Town's supervision, oversight, direction, or control. Concessionaire shall operate as an independent contractor and not as an officer, agent, servant, or employee of the Town.

9. **CONCESSIONAIRE OBLIGATIONS**.

A. Provide all equipment, materials, labor, tools, and personnel necessary for proper operation of an ice cream treat concession operation.

1. Concessionaire shall provide all supplies necessary to operate the concession.
2. Concessionaire shall not use Town services such as electrical or water without approval from the Community Services Director.
3. Concessionaire shall permit no loitering at the site.
4. Concessionaire shall permit no glass containers on park property and must enforce said rule with customers.
5. All material and services provided by the Concessionaire shall comply with all current Federal, State and Local laws and regulations, as well as Town of Little Elm ordinances, rules and regulations.

B. The Concessionaire shall employ a number of people sufficient to meet the demands of the public at the contract premises. The staff shall be uniformed in a manner consistent with a quality operation acceptable to the Town. The Concessionaire shall conduct a criminal background check on each employee by obtaining a Texas Department of Public Safety criminal history report and providing a copy of said report to the Director of Community Services of the Town. Any applicant possessing a criminal history that includes a conviction for a Class A Misdemeanor within the past 10 years or any felony regardless of time period is ineligible for employment.

C. Remove trash generated by the program from the park, lake and adjacent areas at the conclusion of each day of operation.

D. The Concessionaire shall provide and post a list of product prices. The hours of operation and the Community Services Department's phone number for information and complaints shall be posted.

E. Ensure that its employees shall use the parks in a normal manner, and shall not abuse, injure, or damage the park, lake, or facilities.

F. Timely investigate and promptly report to the Town Community Services Department any and all injuries or damages to persons or property at the park during the hours of the Concessionaire's use.

G. Do not sublet the use of the park to any person or group of persons, unless approved in advance and in writing by the Town.

H. Do not deny the general public access to the park.

I. Designate and identify a contact person who will represent the Concessionaire before the Town's Community Services Department regarding this Agreement.

J. Concessionaire shall provide marketing for the concession. All signage posted by Concessionaire must be approved by the Town beforehand. Contractor shall permit no advertising at or on the building other than Concessionaire's business signs.

K. Concessionaire and its employees must submit to a criminal background check prior to any agreement.

L. Concessionaire shall provide and bear the cost of complete maintenance services for the concession operation.

M. The Concessionaire shall not make any structural alterations, repairs, or improvements of the premises, without the written permission from the Community Services Director.

N. Concession facilities and premises shall be maintained in good condition and repair.

O. The Concessionaire must use a cash handling process to enter all cash transactions with the capacity to provide each customer with a printed receipt. This process must be able to generate daily/monthly reports to submit as documentation of sales.

10. **TOWN OBLIGATIONS.**

A. Provide a location to sell concessions.
B. Provide trash receptacles in parks.
C. Designate and identify a contact person who will represent the Town regarding this Agreement.
D. In case of park closure, the Town will make every effort to notify the Concessionaire.

11. **MINIMUM HOURS OF OPERATION***. Concessionaire may set its own days and hours of operation so long as the days and hours meet the below minimum or are approved by the Town:

- There are no minimum hours of operation but Concessionaire must provide a schedule to the Community Services Department for any time when they will be in operation.

*All other hours of operation must be submitted 72 hours in advance and approved by the Community Services Director.

12. **MINIMUM NUMBER AND TYPES OF RENTALS**. N/A.

13. **PRICING REQUIREMENTS**. Rental prices, including price changes, the rental rules and all other relations of the Concessionaire with the public, shall be subject to approval by the Town. The Concessionaire's pricing shall be in line with the going market rate in the prevailing DFW Metropolitan area. The prices shall remain the same for a minimum of one (1) year. After one (1) year, the Community Services Department must be notified of any proposed changes in prices or items sold 60-days prior to the suggested change in price going into effect. All changes in prices or items sold must be approved, denied or modified by the Director of Community Services within 30-days after a request to change process is submitted.

All rates and fees must be posted for public view.

14. **COMPLAINTS**. The Concessionaire shall assume full and complete responsibility for handling and resolving any and all complaints concerning the Concessionaire's operations, sales or service provided.

15. **INDEMNITY**. **THE CONCESSIONAIRE AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF LITTLE ELM, ITS MAYOR, TOWN COUNCIL, EMPLOYEES, AGENTS, SERVANTS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND OR CHARACTER, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING IN TORT, OUT OF OR IN CONNECTION WITH THE CONCESSIONAIRE'S USE OF THE PARK OR LAKE PURSUANT TO THIS AGREEMENT, WHERE SUCH CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY OF ANY KIND OR CHARACTER ARISE, IN WHOLE OR IN PART, FROM THE ACTS, CONDUCT, OR OMISSIONS OF THE CONCESSIONAIRE AND/OR ITS EMPLOYEES, SERVANTS, AGENTS OR REPRESENTATIVES.**

16. **INSURANCE**. The Concessionaire shall procure and maintain in force for the duration of this contract the following forms of insurance.

A. General Liability insurance against any claim for injury to a person or damage to property which may arise from, or in connection with, the use of the park or lake by the Concessionaire and its agents, representatives, volunteers, employees, subcontractors, invitees, and all enrollees in the Concessionaire's program. Such liability insurance shall be in an amount not less than $1,000,000 per person and $1,000,000 per occurrence.

B. Auto Liability insurance as required by State law.

C. Workers Compensation insurance as required by State law.

D. The Concessionaire shall procure and maintain such insurance coverage at its own expense. All employees must be covered. Subcontractors must provide the same coverage.

E. The Concessionaire shall ensure that the Town is named as an additional insured.

F. The Concessionaire shall provide a Certificate of Insurance with the types and amounts of coverage within 14 calendar days of notification of award.

17. **NOTICE**. Notices required by this Agreement shall be submitted to the persons and/or organizations, as follows:

Town of Little Elm	**Lauren Penn/Frios Gourmet Pops**
Purchasing/Community Services	Owner
100 W. Eldorado Parkway	1640 W. University Drive
Little Elm, TX 75068	Denton, TX 76201
contracts@littleelm.org	lauren@friospops.com

The Parties may later designate in writing any other individual or entity to whom notices or referrals shall be submitted.

18. **CLOSURE OF PARK AND LAKE**. The Town reserves the right to close the Parks at any time and under any conditions deemed necessary for public safety. The Concessionaire hereby waives, releases, discharges and disclaims any and all claims, causes of action, losses, liability, damages or injuries relating to any closure of the parks by the Town and further agrees to indemnify and hold harmless the Town, its Mayor, Town Council, employees, agents, servants, and representatives from any and all claims, losses, damages, causes of action, suits, and liability of any kind or character, including all expenses of litigation, court costs and attorney's fees, resulting from any closure of the park by the Town. Every effort will be used to notify the Concessionaire when a closure occurs.

19. **TOWN RIGHT TO OPERATE CONCESSION.** The Town reserves the right to operate a similar service if deemed necessary.

20. **RETENTION OF IMPROVEMENTS**. Should the Town terminate this Agreement resulting from the Concessionaire's breach, the Town shall be entitled to keep any improvements made by the Concessionaire. Concessionaire shall be given credit against the minimum amount that would have been due to the Town for the balance of the term of the Agreement.

21. **GOVERNING LAW & VENUE.** This Agreement shall be governed by and is to be construed, interpreted and enforced in accordance with the laws of the State of Texas and of the United States of America. The Concessionaire and the Town agree and consent to the exclusive jurisdiction of the District Courts and County Courts at Law of Denton County, Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions between the Concessionaire and the Town and agree that such courts shall be the exclusive forums for the resolution of any actions between the Concessionaire and the Town.

22. **SEVERABILITY.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the Concessionaire and the Town intend and agree that such provision is fully severable and that the remaining parts of the Agreement shall be effective and fully operative.

23. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding and agreement of the parties. All other oral agreements by the parties hereto are hereby merged into this Agreement, which shall not be amended or altered except by a written document signed by the parties hereto.

24. **AMENDMENTS –** All amendments and changes to this agreement must be in writing and signed by both parties.

25. **REPRESENTATIONS AND WARRANTIES BY CONCESSIONAIRE.** If Concessionaire is a corporation, partnership or a limited liability company, Concessionaire warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Concessionaire has been duly authorized to act for and bind Concessionaire.

26. **FRANCHISE TAX CERTIFICATION**. A corporate or limited liability company Concessionaire certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

27. **ELIGIBILITY CERTIFICATION**. Concessionaire certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **PAYMENT OF DEBT OR DELINQUENCY TO THE STATE OR POLITICAL SUBDIVISION OF THE STATE**. Concessionaire agrees that any payments owed to Concessionaire under the Agreement may be applied directly toward any debt or delinquency that Concessionaire owes the Town of Little Elm, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

29. **TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION**. Concessionaire certifies that no owner, partner or officer of the company is delinquent in child support obligations and therefore is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

30. **NON-DISCRIMINATION.** Concessionaire shall not discriminate against any employee or applicant for employment of Concessionaire or of the Town of Little Elm because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Concessionaire shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay, or other forms of compensation, and training opportunities.

31. **IMMIGRATION & NATIONALITY ACT.** The Town of Little Elm actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. The Concessionaire shall verify the identity and employment eligibility of all employees who perform work under this Agreement. The Concessionaire shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide the Town with copies of all I-9 forms and supporting eligibility documentation for each employee

who performs work under this Agreement. The Concessionaire shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. The Concessionaire shall provide the Town with a certification letter that it has complied with the verification requirements required by this Agreement. The Concessionaire shall indemnify the Town from any penalties or liabilities due to violations of this provision. The Town shall have the right to immediately terminate this Agreement for violations of this provision by the Concessionaire.

32. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the _____ day of _____, 2021.

TOWN OF LITTLE ELM

Matt Mueller, Town Manager
100 W. Eldorado Parkway
Little Elm, TX 75068
214-975-0405

Lauren Penn/Frios Gourmet Pops

Lauren Penn
1640 W. University Drive
Denton, TX 76201
214-620-0818

Date:	08/17/2021
Agenda Item #:	6. V.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve an **Interlocal Cooperation Agreement between Denton County, Texas and Town of Little Elm, Texas for the Design, Right-of-Way Acquisition, and Utility Relocations associated with the Reconstruction of King Road from Witt Road to Rose Lane.**

DESCRIPTION:

The Town has been working with Denton County to develop a funding plan for the King Road improvement project. This project has been on the Town's Capital Improvements program for many years. The project includes the widening of King Road from a two-lane asphalt barrow ditch section to a four and three-lane concrete curb and gutter section. The improvements will include a four-lane divided section from Witt Road west to approximately Anthem Drive, a three-lane from Anthem Drive to Rose Lane, underground stormwater, and sidewalks. The overall scope is from Witt Road to Rose Lane.

The probable construction cost for the project including right-of-way, engineering, construction, and testing is $6,000,000. In the proposed Interlocal Cooperation Agreement, Denton County has agreed to pay up to $4,500,000 of the qualified cost. The remaining cost or $1,500,000 will be paid by the Town and the City of Frisco. Town Staff and Frisco Staff are currently working on a companion Interlocal Agreement that will split the remaining cost not paid by the County and designate responsibility for design and construction. The Little Elm/Frisco agreement will be presented for Council consideration in September. This partnership with Denton County will greatly reduce the financial responsibility of the Town to complete the King Road Improvement Project. This ICA has been reviewed by Town Staff and the Town Attorney.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ICA - Denton County King Road

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS

THIS AGREEMENT is made, entered into, and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, engaged in the administration of county government and related services for the citizens of Denton County, Texas, hereinafter "the County;" and the Town of Little Elm, Texas, a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the Town of Little Elm, Texas, hereinafter "the Town." The County and the Town are collectively referred to herein as "the Parties."

WHEREAS, the County and the Town mutually desire to enter into this Agreement to provide for design, right-of-way acquisition, utility relocations and construction associated with the reconstruction of King Road from Witt Road to Rose Lane, located in the Town of Little Elm and Denton County Commissioner Precinct #2, hereinafter "the Project;" and

WHEREAS, the total cost of the Project is SIX MILLION AND NO/100 DOLLARS ($6,000,000.00), and the County shall contribute an amount which shall not exceed FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($4,500,000.00), toward satisfactory completion of the Project; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves a road which is an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the Town hereby agree that the scope of the Project shall be to provide for design, right-of-way acquisition, utility relocations and construction of associated with the reconstruction of the King Road from Witt Road to Rose Lane, located in the Town of Little Elm and Denton County Commissioner Precinct #2, at a total cost of the Project is SIX MILLION AND NO/100 DOLLARS ($6,000,000.00).

III.

The County hereby agrees to contribute an amount which shall not exceed FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($4,500,000.00), toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to secure a contract for the design, right-of-way acquisition, utility relocations and construction of the Project. In addition, the Town will provide all project inspections.

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the Town proceeds with completion of the Project, the Town shall submit invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 401 W. Hickory Street, Suite 423, Denton, Texas, 76201, and at the same time, submit a copy of all invoices to Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, on a monthly basis, and the County shall reimburse the Town for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all

expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement, hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town:	Honorable Curtis Cornelious, Mayor Town of Little Elm, Texas 100 West Eldorado Parkway Little Elm, Texas 75068
Copy To:	Mr. Matt Mueller, Town Manager Town of Little Elm, Texas 100 West Eldorado Parkway Little Elm, Texas 75068
For County:	Honorable Andy Eads Denton County Judge 110 West Hickory Street, 2nd Floor Denton, Texas 76201

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising under this Agreement shall lie in Denton County, Texas.

XI.

The Town agrees and understands that the Town, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XII.

The Town agrees to accept full responsibility for the acts, negligence, or omissions of all Town employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the Town.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible. Venue for any dispute arising under the terms of this Agreement shall be in Denton County, Texas.

XV.

The undersigned officers or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective Agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2021.

DENTON COUNTY, TEXAS
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority of
Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

TOWN OF LITTLE ELM, TEXAS
100 West Eldorado Parkway
Little Elm, Texas 75068

By: _____
Honorable Curtis Cornelious, Mayor
Town of Little Elm, Texas
Acting by and on behalf of the
Town of Little Elm, Texas

ATTEST:

By: _____
Town Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

_____
Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, at a total estimated cost of SIX MILLION AND NO/100 DOLLARS ($6,000,000.00), whereby Denton County shall make a contribution which shall not exceed FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($4,500,000.00) toward satisfactory completion of the Project, hereby gives its specific written approval to the Project prior to beginning of the Project in satisfaction of Texas Government Code §791.014.

The description of the Project is to provide for design, right-of-way acquisition, utility relocations and construction associated with the reconstruction of King Road from Witt Road to Rose Lane, located in the Town of Little Elm and Denton County Commissioner Precinct #2.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Little Elm, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

Date:	08/17/2021
Agenda Item #:	6. W.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve an **Interlocal Cooperation Agreement between Denton County, Texas and the Town of Little Elm, Texas for the Design, Right-of-Way Acquisition, Utility Relocation, and Construction of Union Place, Promenade Lane, and Pergola Parkway Deceleration Lanes and Right-Turn Lanes onto and off of US 380 at Promenade and Pergola Parkway, and the Two Northern Lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385.**

DESCRIPTION:

The Town and Denton County has developed an Interlocal Cooperation Agreement to provide funding for the design, right-of-way acquisition, utility relocation, and construction of Union Place Drive, Promenade Lane, and Pergola Parkway deceleration lanes and right-turn lanes onto and off or US 380 at Promenade and Pergola Parkway, and the two northern lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385.

The estimated cost of the project is $1,730,924. In this agreement, the County commits to contribute an amount not to exceed $1,730,924. The Town agrees to secure a contract for the design, right-of-way acquisition, utility relocation, and construction which will be required for satisfactory completion of the project. The Town intends to secure a contract with the US 380 Municipal Management District. This will be a separate Interlocal Cooperation Agreement between the Town and US 380 MMD. The Town will not have any financial contribution to the project. This ICA has been reviewed by Town Staff and the Town Attorney.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ICA - Denton County Union Park

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS

THIS AGREEMENT is made, entered into, and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, engaged in the administration of county government and related services for the citizens of Denton County, Texas, hereinafter "the County;" and the Town of Little Elm, Texas, a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the Town of Little Elm, Texas, hereinafter "the Town." The County and the Town are collectively referred to herein as "the Parties."

WHEREAS, the County and the Town mutually desire to enter into this Agreement to provide design, right-of-way acquisition, utility relocation, and construction of Union Place, Promenade Lane and Pergola Parkway deceleration lanes and right-turn lanes onto and off of US 380 at Promenade and Pergola Parkway, and the two northern lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385. The project scope includes engineering, geotech, construction material testing, utility relocation, paving, asphalt, sidewalks, street signage, and traffic control located in the Town of Little Elm and Denton County Commissioner Precinct #1, hereinafter "the Project;" and

WHEREAS, the estimated cost of the Project is ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00), and the County shall contribute an amount which shall not exceed ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00) toward satisfactory completion of the Project; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves a road which is an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the Town hereby agree that the scope of the Project shall be to provide design, right-of-way acquisition, utility relocation, and construction of Union Place, Promenade Lane and Pergola Parkway deceleration lanes and right-turn lanes onto and off of US 380 at Promenade and Pergola Parkway, and the two northern lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385. The project scope includes engineering, geotech, construction material testing, utility relocation, paving, asphalt, sidewalks, street signage, and traffic control located in the Town of Little Elm and Denton County Commissioner Precinct #1, at a total estimated Project cost of ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00).

III.

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to secure a contract for the design, right-of-way acquisition, utility relocation and construction which will be required for satisfactory completion of the Project. In addition, the Town will provide all project inspections.

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the Town proceeds with completion of the Project, the Town shall submit invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 401 W. Hickory Street, Suite 423, Denton, Texas, 76201, and at the same time, submit a copy of all invoices to Denton County Commissioner Precinct #1, Attn: Honorable Ryan Williams, 110 W. Hickory Street, Denton, Texas 76201, and Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, on a monthly basis, and the County shall reimburse the Town for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement, hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town:	Honorable Curtis Cornelious, Mayor Town of Little Elm, Texas 100 West Eldorado Parkway Little Elm, Texas 75068
Copy To:	Ms. Caitlin Biggs, Town Secretary Town of Little Elm, Texas 100 West Eldorado Parkway Little Elm, Texas 75068
For County:	Honorable Andy Eads Denton County Judge 110 West Hickory Street, 2nd Floor Denton, Texas 76201
Copy To:	Denton County District Attorney's Office - Civil Division 1450 East McKinney Street, Suite 3100 Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising under this Agreement shall lie in Denton County, Texas.

XI.

The Town agrees and understands that the Town, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XII.

The Town agrees to accept full responsibility for the acts, negligence, or omissions of all Town employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the Town.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible. Venue for any dispute arising under the terms of this Agreement shall be in Denton County, Texas.

XV.

The undersigned officers or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective Agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this_____day of_____, 2021.

DENTON COUNTY, TEXAS
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority of
Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

TOWN OF LITTLE ELM, TEXAS
100 West Eldorado Parkway
Little Elm, Texas 75068

By: _____
Honorable Curtis Cornelious, Mayor
Town of Little Elm, Texas
Acting by and on behalf of the
Town of Little Elm, Texas

ATTEST:

By: _____
Town Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

_____
Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, at a total estimated cost of ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00), whereby Denton County shall make a contribution which shall not exceed ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00) toward satisfactory completion of the Project, hereby gives its specific written approval to the Project prior to beginning of the Project in satisfaction of Texas Government Code §791.014.

The description of the Project and its location are design, right-of-way acquisition, utility relocation, and construction of Union Place, Promenade Lane and Pergola Parkway deceleration lanes and right-turn lanes onto and off of US 380 at Promenade and Pergola Parkway, and the two northern lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385. The project scope includes engineering, geotech, construction material testing, utility relocation, paving, asphalt, sidewalks, street signage, and traffic control located in the Town of Little Elm and Denton County CommissionerPrecinct #1.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Little Elm, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By:_____
Presiding Officer of the Denton
County Commissioners Court

Date:	08/17/2021
Agenda Item #:	6. X.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve an **Interlocal Cooperation Agreement between Highway 380 Municipal Management District #1 and the Town of Little Elm, TX for the Design, Right-of-Way Acquisition, Utility Relocation, and Construction of Union Place, Promenade Lane, and Pergola Parkway Deceleration Lanes and Right-Turn Lanes onto and off of US 380 at Promenade and Pergola Parkway, and the Two Northern Lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385.**

DESCRIPTION:

The Town and Highway 380 Municipal Management District #1 (MMD) has developed an Interlocal Cooperation Agreement to provide funding from the Town for the design, right-of-way acquisition, utility relocation, and construction of Union Place Drive, Promenade Lane, and Pergola Parkway deceleration lanes and right-turn lanes onto and off or US 380 at Promenade and Pergola Parkway, and the two northern lanes of Union Park Blvd from Winn Ridge Blvd to FM 1385.

The estimated cost of the project is $1,730,924. In this agreement, the Town commits to contribute an amount not to exceed the $1,730,924 to the MMD for the construction of the project. This financial contribution will be collected by the Town from Denton County by way of a separate ICA previously approved between the Town and Denton County. The MMD agrees to secure a contract for the design, right-of-way acquisition, utility relocation and construction which will be required for satisfactory completion of the project. As the MMD completes the work, they will invoice the Town. The Town will submit these invoices to the County in accordance with the Denton County/Little Elm ICA. Upon collection from the County, the Town will reimburse the MMD. This ICA has been reviewed by Town Staff and the Town Attorney.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ICA 380 MMD

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF LITTLE ELM, TEXAS, AND HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1

This Interlocal Cooperation Agreement between the Town of Little Elm, Texas and Highway 380 Municipal Management District No. 1 (this "Agreement") is made, entered into, and executed by and between the Town of Little Elm, Texas (the "Town"), a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the Town of Little Elm, Texas, and Highway 380 Municipal Management District No. 1 (the "District"), a special purpose district created under Section 59, Article XVI, of the Texas Constitution, located inside the corporate boundaries of the Town and inside the boundaries of Denton County, Texas (the "County"). The Town and the District are collectively referred to herein as the "Parties."

WHEREAS, the Parties mutually desire to enter into this Agreement for the purpose of providing design, right-of-way acquisition, utility relocation, and construction associated with Union Place, Promenade Lane and Pergola Parkway deceleration lanes and right-turn lanes onto and off of US 380 at Promenade Lane and Pergola Parkway, and the two northern lanes of Union Park Boulevard from Winn Ridge Boulevard to FM 1385, including engineering, geotech, construction material testing, utility relocation, paving, asphalt, sidewalks, street signage, and traffic control located in the Town and the County Commissioner Precinct No. 1 (the "Project"); and

WHEREAS, the estimated cost of the Project is ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00); and

WHEREAS, the Town and County have previously entered into that certain Interlocal

Cooperation Agreement between Denton County, Texas, and the Town of Little Elm, Texas (the "County Agreement") which, by its terms, provides that the County will contribute to the Town an amount not to exceed ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00) toward satisfactory completion of the Project; and

WHEREAS, the Town and the District value the timely completion of the Project, which involves roads which are an integral part of the Town's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"), provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the Town and the District hereby mutually agree to be subject to the provisions of the Act.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and the District upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to §791.011 of the Act, the Town and the District hereby enter into this Agreement in order to perform certain governmental functions and services in the area. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The Town and the District hereby agree that the scope of the Project shall be the design, right-of-way acquisition, utility relocation, and construction associated with Union Place,

Promenade Lane and Pergola Parkway deceleration lanes and right-turn lanes onto and off of US 380 at Promenade Lane and Pergola Parkway, and the two northern lanes of Union Park Boulevard from Winn Ridge Boulevard to FM 1385, including engineering, geotech, construction material testing, utility relocation, paving, asphalt, sidewalks, street signage, and traffic control located in the Town and the County Commissioner Precinct No. 1, at a total estimated Project cost of ONE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS ($1,730,924.00).

III.

The District agrees to secure contracts for the Project which will be required for satisfactory completion of the Project. In addition, the District will provide to the Town all project material test results.

IV.

The Town agrees that any funds received by it from Denton County for the Project shall be remitted to the District as soon as is practicable.

V.

This exchange of in-kind services between the Town and the District is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the District proceeds with completion of the Project, the District shall submit invoices for reimbursement, in accordance with the Interlocal Agreement, to the Town of Little Elm, c/o Kelly Wilson, Chief Financial Officer, 100 West Eldorado Parkway, Little Elm, Texas 75068, on a monthly basis. Upon satisfactory completion of the Project, the Town and the District shall prepare and complete a full audit of the Project. Invoices for reimbursement shall include detail

of all work completed for the Project, bills paid affidavit for completed work, and Town Engineer's confirmation of completion of work.

VII.

This Agreement represents the entire integrated agreement for the Project between the Town and the District and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable Curtis J. Cornelious, Mayor
Town of Little Elm, Texas
100 West Eldorado Parkway
Little Elm, Texas 75068

Copy To: Caitlan Biggs, Town Secretary
Town of Little Elm, Texas
100 West Eldorado Parkway
Little Elm, Texas 75068

For District: Highway 380 Municipal Management No. 1
Attn: Mindy L. Koehne
14755 Preston Road
Dallas, Texas 75254

VIII.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising under this Agreement shall lie in Denton County, Texas.

IX.

The District agrees and understands that the District, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the Town.

X.

The Town agrees and understands that the Town, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the District.

XI.

The District agrees to accept full responsibility for the acts, negligence, or omissions of all District employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the Town.

XII.

The Town agrees to accept full responsibility for the acts, negligence, or omissions of all Town employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the District.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the Town nor the District waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers or agents of the Parties hereto are the properly authorized officials

and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective Agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2021.

HIGHWAY 380 MUNICIPAL
MANAGEMENT DISTRICT NO. 1
14755 Preston Road, Suite 600
Dallas, Texas 75009

By:_____
President

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM:

By: _____
District Counsel

TOWN OF LITTLE ELM, TEXAS
100 West Eldorado Parkway
Little Elm, Texas 75068

By: _____
Honorable Curtis J. Cornelious,
Mayor, Town of Little Elm,
Texas Acting by and on behalf of
the Town of Little Elm, Texas

ATTEST:

By: _____
Town Secretary

APPROVED AS TO FORM:

By: _____
Town Attorney

Town Council Meeting

Date:	08/17/2021
Agenda Item #:	7. A.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on the **Proposed Budget for the Town of Little Elm for Fiscal Year 2021-2022.**

DESCRIPTION:

The purpose of this agenda item is to comply with Local Government Code and the Town Charter requirements for budget adoption. The Proposed Budget has been placed on file with the Town Secretary in addition to being placed on the Town's website for public inspection.

The proposed budget was discussed at Council Workshop on August 4th and filed with the Town Secretary. A Notice of Budget Hearing was published in the Denton Record Chronicle.

The Town Council cannot take any action regarding the budget at this public hearing. The sole purpose of the public hearing is to provide the public an opportunity to address the Council regarding the proposed budget for Fiscal Year 2021-2022.

For the FY 2021-2022 Proposed Budget, please follow this link. https://www.littleelm.org/DocumentCenter/View/14500/Proposed-Budget-Book-FINAL

BUDGET IMPACT:

Proposed FY 2021-2022 Town of Little Elm Budget

https://www.littleelm.org/DocumentCenter/View/14500/Proposed-Budget-Book-FINAL

RECOMMENDED ACTION:

Town recommends that the Town Council conduct a public hearing to receive feedback from the community and provide Town staff with direction on any changes to the proposed budget.

Town Council Meeting

Date:	08/17/2021
Agenda Item #:	8. A.
Department:	Finance
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Kelly Wilson, Chief Financial Officer

AGENDA ITEM:

Present, Discuss, and Consider Action on **All Matters Incident and Related to the Issuance and Sale of "Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021", including the Adoption of Ordinance No. 1629 Authorizing the Issuance of such Certificates of Obligation.**

DESCRIPTION:

The Town has been working closely with our Financial Advisor, Mark McLiney, with SAMCO Capital Markets, Inc. and Bob Dransfield with Norton Rose Fulbright US LLP to issue Certificate of Obligation Bonds.

The "Notice of Intention to Issue Town of Little Elm, Texas, Certificates of Obligation" was published in the Denton Record-Chronicle on June 6, 2021, and June 13, 2021. The Town authorized in the Notice of Intention an amount not to exceed $30,800,000 but now due to other funds being available and different budgetary priorities, the Town intends to issue an amount not to exceed of $24,000,000.

The 2021 Certificates of Obligation should be issued in one or more series in an aggregate principal amount not to exceed $30,800,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor, (ii) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor, (iv) professional services rendered in connection with the construction and financing of the foregoing project.

Outlined Projects-total issuance $24,000,000:

- TIRZ 3 Supported Debt - The Lawn at the Lakefront™ - $2,000,000
- CDC Supported Debt - Cottonwood Park - $4,000,000

- I&S Supported Debt - $9,000,000
    - Youth Softball Complex
    - Cottonwood Youth Baseball Improvements
    - Little Elm Park Camping Improvements
- Utility Supported Debt - $9,000,000
    - Service Center Expansion
    - Mansell 24-inch Transmission Line
    - WWTP Lab Building Expansion
    - WWTP Clarifier Rehabilitation
    - Cottownwood Park Utility Improvements

The Town is provided a bond rating that helps investors know the financial, management, and economic conditions of the Town. The Town has received two upgrades this year from Moody's and S&P rating agencies.

- Moody's from Aa3 to Aa2
- S&P from AA to AA+

BUDGET IMPACT:

All debt service payments has been outlined in the proposed FY 2021-2022 Town of Little Elm budget.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Ordinance No. 1629 2021 COs Issuance

Paying Agent/Registrar Agreement

ORDINANCE NO.1629

AN ORDINANCE authorizing the issuance of "TOWN OF LITTLE ELM, TEXAS, COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates; including the approval and execution of a Paying Agent/Registrar Agreement; the approval and distribution of a Preliminary Official Statement and Official Statement; and providing an effective date.

WHEREAS, the Town Council of the Town of Little Elm, Texas, (the "Council") has determined that certificates of obligation should be issued in one or more series in an aggregate principal amount not to exceed $30,800,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor, (ii) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection with the construction and financing of the foregoing project; and

WHEREAS, a "Notice of Intention to Issue Town of Little Elm, Texas, Certificates of Obligation" was (a) duly published in the *Denton Record-Chronicle*, a newspaper hereby found and determined to be of general circulation in the Town of Little Elm, Texas, on June 6, 2021 and June 13, 2021, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage and adoption of this Ordinance and (b) duly published continuously on the Town's website for at least forty-five (45) days before the tentative date stated therein for the passage and adoption of this Ordinance; and

WHEREAS, no petition protesting the issuance of such certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the Town, has been presented to or filed with the Mayor, Mayor Pro Tem, Town Secretary or any other official of the Town on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Council hereby finds and determines that $_____ in principal amount of the certificates of obligation described in the aforesaid notice should be issued and sold at this time,

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. Authorization – Designation – Principal Amount - Purpose. Certificates of obligation of the Town shall be and are hereby authorized to be issued in the aggregate principal amount of $_____ to be designated and bear the title "TOWN OF LITTLE ELM, TEXAS, COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" (the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor, (ii) constructing improvements and extensions to the Town's

Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection with the construction and financing of the foregoing project pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2. Fully Registered Obligations – Certificate Date - Authorized Denominations - Stated Maturities - Interest Rates. The Certificates are issuable in fully registered form only; shall be dated August 1, 2021 (the "Certificate Date"), shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on August 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at per annum rates in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

The Certificates shall bear interest on the unpaid principal amounts from the Certificate Date at the rates per annum shown in the Schedule above (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Certificates shall be payable on February 1 and August 1 of each year, commencing February 1, 2022, until maturity or prior redemption.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payments shall be in any coin or currency of the United States of America,

which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of BOKF, NA, Dallas, Texas, or its assigns, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. The Town agrees and covenants to cause to be kept and maintained at the Designated Payment/Transfer Office (defined below) of the Paying Agent/Registrar, books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register"), as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Mayor and Town Secretary of the Town are hereby authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the Town agrees to promptly cause a written notice of the change to be sent to each Holder by United States mail, first-class postage prepaid, and such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities, or on a date of earlier redemption thereof, only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially St. Paul, Minnesota or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). The Paying/Agent Registrar shall pay interest on the Certificates only to the Holder whose name appear in the Security Register at the close of business on the Record Date (the fifteenth (15th) day of the month next preceding each interest payment date) and shall be paid either by: (i) check sent United States mail, first-class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder's risk and expense. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then, the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. 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 Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 1, 2031 shall be subject to redemption prior to maturity, at the option of the Town, on August 1, 2030, or any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) Exercise of Optional Redemption Option. Not less than 45 days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Town shall notify the Paying Agent/Registrar of: (i) the decision to redeem Certificates, (ii) the principal amount of each Stated Maturity to be redeemed, and (iii) the date of redemption.

(c) **[**Mandatory Redemption. The Certificates having Stated Maturities of August 1 in each of the years 20__, 20__ and 20__ (collectively, the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Certificates maturing August 1, 20		Certificates maturing August 1, 20	
Redemption Date	Principal Amount ($)	Redemption Date	Principal Amount ($)
August 1, 20__	,000	August 1, 20__	,000
August 1, 20__*	,000	August 1, 20__*	,000

Certificates maturing August 1, 20	
Redemption Date	Principal Amount ($)
August 1, 20__	,000
August 1, 20__*	,000

_____
*maturity

At least forty-five (45) days prior to the mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates to be redeemed on the next following August 1 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of its Stated Maturity.

The principal amount of the Term Certificates required to be redeemed on a mandatory redemption date may be reduced, at the option of the Town, by the principal amount of Term Certificates which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.**]**

(d) Selection of Certificates for Redemption. If less than all Outstanding (as hereinafter defined) Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of

Certificates Outstanding, which is obtained by dividing the principal amount of such Certificates by $5,000, and shall select by lot the Certificates to be redeemed within such Stated Maturity.

(e) Notice of Redemption. Not less than 30 days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first-class postage prepaid, in the name of the Town and at the Town's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof. If a Certificate is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Town, state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the Town at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Certificates issued under and pursuant to the provisions of this Ordinance or, if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of like kind, or other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation,

accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the Town, of authorized denominations and of like Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by, the Town, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first-class postage prepaid, to the Holder and, upon the registration and delivery thereof, the same shall be valid obligations of the Town, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions of this Ordinance are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 28 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the Town nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of Certificate called for redemption in part.

SECTION 6. Execution - Registration. The Certificates shall be executed on behalf of the Town by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the Town Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals

who are or were the proper officers of the Town on the Certificate Date shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or any of them no longer hold such offices at the time of delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 7. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 of this Ordinance relating to the payment, and transfer/exchange of the Certificates, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the Town and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the applicable Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the Town determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the Town covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for appropriate Certificate certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, Certificates in definitive form shall be assigned, transferred and exchanged on the appropriate Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4, and 5 of this Ordinance.

SECTION 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued as a single fully registered certificate in the aggregate principal amount shown in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the "Initial Certificate) and shall be registered in the name of the initial purchaser(s) or their designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel

the Initial Certificate and exchange it for definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the named Holders at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and 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 insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistent with this Ordinance, be established by the Town or determined by the officers executing such Certificates as evidenced by their execution of the Certificates. Any portion of the text of any Certificate may be set forth on the reverse side of the Certificate with an appropriate reference on the face of the Certificate.

The definitive Certificates and the Initial Certificates shall be typewritten, printed, lithographed, engraved, photocopied, or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

The Town may provide (i) for the issuance of one fully registered Certificate for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for the registration of such Certificates in the name of a securities depository, or the nominee thereof. While any Certificate is registered in the name of a securities depository or its nominee, references herein and in the Certificates to the Holder or registered owner of such Certificates shall mean the securities depository or its nominee and shall not mean any other person.

(b) Form of Definitive Certificates.

REGISTERED NO. R-_____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF LITTLE ELM, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP NO:
August 1, 2021	_____	August 1, 20__	_____

Registered Owner:

Principal Amount DOLLARS

The Town of Little Elm (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Certificate Date) 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 being payable on February 1 and August 1 of each year, commencing February 1, 2022, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth (15th) day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent by first-class United States mail, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payments was due.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land therefor, (ii) constructing improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection with the construction and financing of the foregoing project under and in strict conformity with the Constitution and laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and pursuant to an ordinance adopted by the governing body of the Town (hereinafter referred to as the "Ordinance").

[The Certificates maturing on the dates shown below (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in

part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Certificates maturing August 1, 20		Certificates maturing August 1, 20	
Redemption Date	Principal Amount ($)	Redemption Date	Principal Amount ($)
August 1, 20__	,000	August 1, 20__	,000
August 1, 20__*	,000	August 1, 20__*	,000

Certificates maturing August 1, 20	
Redemption Date	Principal Amount ($)
August 1, 20__	,000
August 1, 20__*	,000

_____

*maturity

The particular Term Certificates to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the Town, by the principal amount of Term Certificates of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

The Certificates maturing on and after August 1, 2031 may be redeemed prior to their Stated Maturities, at the option of the Town, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 1, 2030, or any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to an optional redemption date, the Town shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the registered owners of the Certificates to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be

issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the Town and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Town, state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the Town's Waterworks and Sewer System (the "System"), such lien and pledge being limited to an amount not in excess of $1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding and hereafter issued by the Town. In the Ordinance, the Town reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of

the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its date of redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. 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 (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the Town is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the Town have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of the Net Revenues of the System as aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Certificate to be duly executed under the official seal of the Town as of the Certificate Date.

TOWN OF LITTLE ELM, TEXAS

_____

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

Town Secretary

(TOWN SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificates only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	(	
OF PUBLIC ACCOUNTS	(	
	(	REGISTER NO. _____
THE STATE OF TEXAS	(	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in St. Paul, Minnesota is the Designated Payment/Transfer Office for this Certificate.

BOKF, NA, Dallas, Texas
as Paying Agent/Registrar

By _____
Authorized Signature

Registration date:
_____

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)_____
_____
_____
(Social Security or other identifying number_____) the within Certificate of Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints
_____
attorney to transfer the within Certificate of Obligation on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature Guaranteed:

_____
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular

(f) Form of Initial Certificate. The Initial Certificates shall be in the form set forth in paragraph (b) of this Section except that the form of a single fully registered Initial Certificate shall be modified as follows:

The heading and first paragraph shall be amended as follows:

REGISTERED
NO. T-1

PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF LITTLE ELM, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date: August 1, 2021

Registered Owner:

Principal Amount ____ MILLION _____ THOUSAND DOLLARS

The Town of Little Elm (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount stated above on August 1 in the years and in the principal installments in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)

(Information to be inserted from schedule in Section 2.)

(or so much principal as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal amount from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Certificate Date) at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2022, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon prior redemption to the registered owner by BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"), upon the presentation and surrender, at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office.") Interest shall be payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth (15th) day of the month next preceding the interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10. Definitions. For purposes of this Ordinance and for clarity with respect to the issuance the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues for the Certificates, the following definitions are provided:

(a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of

Chapter 271, as amended, or any similar or law hereafter enacted, and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the "Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the Town become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month period ending on September 30 of each year.

(f) The term "Net Revenues" shall mean the gross revenues of the System, less the expense of operation and maintenance, including all salaries, labor, materials, interest, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the Town and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues".

(g) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the Town in accordance with the provisions of Section 27 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 28 hereof.

(h) The term "Prior Lien Obligations" shall mean all bonds or other similar obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of the Net Revenues of the System which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(i) The term "System" shall mean the Town's Waterworks and Sewer System, including, but not limited to, all properties, facilities and plants currently owned, operated and maintained by the Town for the supply, treatment and transportation of treated potable water and

for the collection, treatment and disposal of water-carried wastes, together with all future extensions, improvements, replacements and additions to the System.

SECTION 11. Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated "SPECIAL 2021 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the Town's depository. Any one or more of the Mayor, Mayor Pro Tem, Town Manager, Finance Director, and Town Secretary are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the Town, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Chapter 2256, Texas Government Code, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in the Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12. Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest the Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said Town, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected for the Certificates shall be paid into the Certificate Fund. The Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the Town for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding to that amount the

amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13. Limited Pledge of Net Revenues. The Town hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount not to exceed $1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates. This limited pledge of $1,000 of the Net Revenues of the System made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the Town shall pay all of such $1,000, after which time the pledge shall cease, all in accordance with the terms and provisions of this Ordinance; this limited pledge shall be junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Obligations" (identified and defined above in Section 10(h)) now outstanding and hereafter issued by the Town.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the Town under this Section 13, and such pledge is therefore valid, effective and perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the Town under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14. Revenue Fund. The Town hereby covenants and agrees that all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the Town, and all such revenues shall be deposited as collected into the "Town of Little Elm, Texas, Water Utility System and Sanitary Sewer System Fund" (heretofore created and established and hereinafter called the "Revenue Fund"). All moneys deposited to the credit of the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper operating and maintenance expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment of all amounts required to be deposited in the special funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of any ordinance authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the limited amounts pledged to the payment of the limited amounts required to be deposited in the special funds and accounts created and established for the payment of the debt service requirements of the Certificates and Additional Certificates.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Town purpose now or hereafter permitted by law.

SECTION 15. Deposits to Certificate Fund. The Town hereby covenants and agrees to cause to be deposited to the credit of the Certificate Fund the amount required to fully pay the interest and/or principal, then due and payable on the Certificates, such deposits to pay maturing principal and accrued interest on the Certificates to be made on or before the 1st day of each February and August, beginning February 1, 2022.

The deposits to be made to the credit of the Certificate Fund, as provided above, shall be made until such time as such Fund contains amounts equal to pay the principal of and interest and premium, if any, on the Certificates to maturity. Accrued interest, if any, and premium, if any, received from the purchaser of the Certificates deposited to the Certificate Fund and ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf the Certificates may be taken into consideration and reduce the amount of the deposits otherwise required to be deposited in the Certificate Fund from the Net Revenues of the System. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17. Maintenance of System - Insurance. The Town covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas.

SECTION 18. Rates and Charges. The Town hereby covenants and agrees with the Holders of the Certificates that rates and charges for water and sewer services afforded by the System will be established and maintained to provide revenues sufficient at all times to pay:

(a) all operating, maintenance, depreciation, replacement, betterment and interest charges and other costs incurred in the maintenance and operation of the System;

(b) To produce Net Revenues sufficient to pay (i) the interest on and principal of the Prior Lien Obligations as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment and security thereof and (ii) the amounts, if any, required to be deposited in the special funds created and established for the payment of the Certificates; and

(c) To pay other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

SECTION 19. Records and Accounts - Annual Audit. The Town further covenants and agrees that while any of the Certificates remain Outstanding, it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by law. The Holder or Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The Town further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants.

SECTION 20. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Town covenants and agrees particularly that in the event the Town (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the owner or owners of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Town and other officers of the Town to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission 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 acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies provided under this Ordinance shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 21. Special Covenants. The Town hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates, and it has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Chapter 1502 of the Texas Government Code, as amended, and Texas Local Government Code, Subchapter C of Section 271, as amended.

(b) Other than for the payment of: (i) the Prior Lien Obligations, and (ii) the limited pledge on the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the Town or of the System.

(c) While the pledge of the Net Revenues supporting the Certificates is outstanding, the Town will not sell, lease or encumber the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(d) To the extent that it legally may, while any of the Certificates are Outstanding, no franchise shall be granted for the installation or operation of any competing waterworks and sanitary sewer systems other than those owned by the Town, and the operation of any such systems by anyone other than the Town shall be prohibited.

SECTION 22. Issuance of Prior Lien Obligations and Additional Certificates. The Town hereby expressly reserves the right to issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable under law or otherwise, and, also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 23. Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained in this Ordinance bearing upon the management and operations of the System, and the administering and application of revenues derived from such operations, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations. To the extent of any irreconcilable conflict between the provisions contained in this Ordinance and in the prior ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained in the prior ordinances shall prevail to the extent of such conflict and shall be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledges of revenues made in this Ordinance for the payment and security for the Certificates.

SECTION 24. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 25. Cancellation. All Certificates surrendered for payment, redemption transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Town may have acquired in any manner whatsoever; and, all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 26. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section , the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchaser against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

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

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

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

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

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

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary, or final Income Tax Regulation designed to supplement, amend, or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding

Certificate is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Certificates with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States out of its general fund, or appropriate fund, or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Town Manager, and Finance Director, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 27. Satisfaction of Obligations of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest

on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, upon the Town's request, the Paying Agent/Registrar shall remit to the Town along with a written receipt, any moneys deposited and held in trust by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates which remain unclaimed for a period of three years after being so deposited and held on the Stated Maturity or applicable redemption date on the Certificates. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities," as used herein, shall mean any securities and obligations now or hereafter authorized by state law that are eligible to discharge obligations such as the Certificates. Current state law permits defeasance with the following types of securities: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Town authorizes the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that, on the date the Town authorizes the defeasance of the Certificates, have been refunded and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

SECTION 28. Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 29. Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains Outstanding except as permitted in this Section and in Section 33 hereof. The Town, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. Additionally, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, the Town may, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 30. Sale of the Certificates – Official Statement Approval. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the Town, and the sale of the Certificates to said Purchaser at the price of $_____ plus accrued interest from the Certificate Date to the date of delivery is hereby determined to be in the best interests of the Town and is approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

Furthermore, the Preliminary Official Statement and the Official Notice of Sale prepared in connection with the public offering and sale of the Certificates are hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of the sale (together

with such changes approved by any one or more of the Mayor, Mayor Pro Tem, Town Manager, Finance Director, and Town Secretary), is hereby approved as to form and content, and the Council hereby finds that the information and data contained in such Official Statement, dated August 17, 2021, pertaining to the Town and its financial affairs is true and correct in all material respects and no material facts have been omitted which are necessary to make the statements contained in the Official Statement, in the light of the circumstances under which they were made, not misleading. The use of such Official Statement in the reoffering, sale and delivery of the Certificates by the Purchaser is hereby approved and authorized. The Mayor and Town Secretary are further authorized and directed to manually execute and deliver for and on behalf of the Town copies of said Official Statement in final form as may be required by the Purchasers, and such Official Statement in the final form and content manually executed by said officials shall be deemed to be approved by the Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 31. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the accrued interest received from the Purchaser and amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a Town depository bank. Pending expenditure for the authorized projects and purposes set forth herein, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Section 2256.015 et seq., and the Town's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Town Council. Accrued interest as well as all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. $_____ of the cash premium will be deposited to the construction fund and the remaining cash premium of $_____ will be used to pay costs of issuance.

SECTION 32. Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, any one or more of the Mayor, Mayor Pro Tem, Finance Director, and Town Secretary, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Town and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the Town's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate(s) to the initial purchaser.

SECTION 33. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for,

an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Town shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2021, financial information and operating data with respect to the Town of the general type included under the heading in the Official Statement titled "INVESTMENT AUTHORITY AND INVESTMENT PRACTICES OF THE ISSUER - Current Investments" and the information in Tables 1, 2, 6, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25 and 26 of Appendix A of the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2021, and if not provided as part of such financial information and operating data, audited financial statements of the Town. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Town will file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix D of the Official Statement, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet website or filed with the SEC.

(c) Notice of Certain Events. The Town shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

(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 Internal Revenue Service 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 Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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 or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town 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 Town, 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 Town and (b) the Town intends the words used in the immediately preceding items (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB**.** All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the Town to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the Town does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the Town's financial results, condition, or prospects; nor does the Town undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, 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.

No default by the Town in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (i) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the Town if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Town's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or

selling Certificates in such offering. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Town Manager, Finance Director and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, Town Manager, Finance Director or Bond Counsel (as defined below) to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 35. Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. The Town Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the Town's bond counsel.

SECTION 36. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 37. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 38. Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 39. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 40. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 41. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 42. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 43. Incorporation of Findings and Determinations. The findings and determinations of the Town Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 44. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 45. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[*remainder of page intentionally left blank*]

PASSED AND ADOPTED, this August 17, 2021.

TOWN OF LITTLE ELM, TEXAS

_____
Mayor

ATTEST:

_____
Town Secretary

(Town Seal)

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of August 17, 2021 (this "Agreement"), by and between BOKF, NA, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the Town of Little Elm, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Little Elm, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021" (the "Securities"), dated August 1, 2021, such Securities scheduled to be delivered to the initial purchasers thereof on or about September 14, 2021; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

BOKF, NA Corporate Trust Services
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in

a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA

By:_____

Title:_____

Address: 5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

TOWN OF LITTLE ELM, TEXAS

By: _____
Mayor

Address: 100 West Eldorado Parkway
Little Elm, Texas 75068

Attest:

_____
Town Secretary

ANNEX A

Date:	08/17/2021
Agenda Item #:	8. B.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Present, Discuss, and Consider Action on **Resolution 0817202101 Appointing a Mayor Pro Tem for a One-Year Term of Office and Providing an Effective Date.**

DESCRIPTION:

Each year after the general election, the Town Council appoints a Council Member to serve as Mayor Pro-Tem for a one-year period. In case of the failure, inability, or refusal of the Mayor to act, the Mayor Pro-Tem shall perform the duties of the Mayor. If both the Mayor and the Mayor Pro-Tem are absent, any council member may be appointed to preside at the Town Council Meeting.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Attachments

Resolution No. 08172021

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0817202101

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS APPOINTING A MAYOR PRO TEM FOR A ONE YEAR TERM OF OFFICE, PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

Section 1. That the Town Council has determined and does hereby declare that appointment of a Mayor Pro Tem, an officer of the Town shall be appointed by the Town Council. Mayor Pro Tem shall hold his/her office for one year. In case of the failure, inability or refusal of the Mayor to act, the Mayor Pro Tem shall perform the duties of the Mayor. If both the Mayor and the Mayor Pro Tem are absent, any council member may be appointed to preside at the Town Council Meeting, L.G.C. Section 22.037.

Section 2. This Resolution No. 0817202101 shall become effective after its adoption.

Section 3. At the Town Council Meeting of August 17, 2021, the Town Council, upon motion by Council Member NAME and second by Council Member NAME, the members present voted to appoint Council Member NAME to serve as Mayor Pro Tem.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas this 17th day of August, 2021.

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Date:	08/17/2021
Agenda Item #:	8. C.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Mayor Curtis J. Cornelious

AGENDA ITEM:

Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Economic Development Corporation Board.**

DESCRIPTION:

The Town Council has liaison positions for the Community Development Corporation Board, the Economic Development Corporation Board, and the Planning and Zoning Commission. The current appointment for the Economic Development Corporation Board is Michael McClellan.

Staff requests direction from Town Council for the appointment for 2021 - 2022.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	08/17/2021
Agenda Item #:	8. D.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Mayor Curtis J. Cornelious

AGENDA ITEM:

Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Community Development Corporation Board.**

DESCRIPTION:

The Town Council has liaison positions for the Community Development Corporation Board, the Economic Development Corporation Board, and the Planning and Zoning Commission. The current appointment for the Community Development Corporation Board is Lisa Norman.

Staff requests direction from Town Council for the appointment for 2021 - 2022.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	08/17/2021
Agenda Item #:	8. E.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Mayor Curtis J. Cornelious

AGENDA ITEM:

Present, Discuss, and Consider Action on **Appointing a Town Council Member as Liaison for the Planning and Zoning Commission.**

DESCRIPTION:

The Town Council has liaison positions for the Community Development Corporation Board, the Economic Development Corporation Board, and the Planning and Zoning Commission. The current appointment for the Planning and Zoning Commission is Tony Singh.

Staff requests direction from Town Council for the appointment for 2021 - 2022.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	08/17/2021
Agenda Item #:	8. F.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Mayor Curtis J. Cornelious

AGENDA ITEM:

Present, Discuss, and Consider Action on **Appointing one or more Town Council Members as a School Board Liaison.**

DESCRIPTION:

The Town Council has had a liaison position for school districts that serve Little Elm residents. This item is to discuss bringing back this liaison position and making an appointment, if applicable.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.