EXHIBIT C DEVELOPMENT REGULATIONS

I. <u>DEVELOPMENT STANDARDS</u>: The Property shall generally develop in accordance with the Concept Plan and, with the exception of the commercial tract shown on the Concept Plan that is governed by Section VI of this <u>Exhibit C</u>, comply with the standards for property located in the R-1 base zoning district, as set forth in the Zoning Ordinance, except as modified on this <u>Exhibit C</u>; however, the Developer reserves the right to relocate lots shown on the Concept Plan provided the changes otherwise comply with these Development Regulations and the minimum and maximum number of each lot type stated on the Concept Plan. The development standards in the following table and the notes following the table shall be the exclusive lot size, building size, setback, building height, and landscaping requirements applicable to the Property. The maximum number of residential lots is 271.

| Single Fam | ily (Base Zoning: R-1) |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Lot Size | |
| (Unless stated otherwise, the minimum) | |
| Lot Width (feet) | 40'- Up to 59 of the Lots 50'- All remaining Total Project Lots 60'- No less than 27 of the Lots |
| Lot Area (sq. ft.) | 40' Width Lots – 4,000 50' Width Lots – 5,000 60' Width Lots – 6,000 |
| Lot Depth (feet) | 100 |
| Dwelling Regulations (Minimum) | |
| Minimum air conditioned floor area for single family residences | 40' Width Lots – 1,300 SF 50' Width Lots – 1,400 SF 60' Width Lots – 1,400 SF |
| Yard Requirements | |
| (Minimum building setback requirements) | |
| Front Yard (feet) | 20 |
| Garage Set Back (feet) | 23 |
| Side Yard (feet) | 5 |
| Side Yard of Corner Lots (feet) | 10 |
| Side Yard of Corner Lots (feet) on Key Lots | 20 |
| Rear Yard (feet)* | 15 |

| Height of Structures | |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------|
| (Maximum) | |
| Main Structure (feet) | 35 |
| Accessory Structure (feet) | 15 |
| Landscaping | |
| (Minimum) | |
| Minimum 3" Caliper Tree and minimum 1.5" caliper ornamental tree | 2 Trees in Front Yard |
| Shrubs – minimum 3 gallon to 5 gallon shrubs along the front elevation of the home (excluding garage and front entry) | 10 shrubs |
| Sod | Front and Side Yards |
| | |

Fences

Board-on-board, stained, cedar and weather treated with a face cap and steel posts

Minimum six foot (6') in height

II. <u>ADDITIONAL CONDITIONS</u>:

- **A.** Maximum number of residential lots within the Property shall not exceed 271 lots ("<u>Total Project Lots</u>"). The Developer reserves the right to relocate lots as stated in the first paragraph of this exhibit.
- **B.** "Key Lots" are defined as a corner lot which is backing up to an abutting side yard.
- **C.** All homes may be front entry (i.e., may have front entry garages).
- **D.** The Property shall be used for single family purposes, parks, and open spaces only.
- **E.** No mobile or manufactured homes shall be built within the project.
- F. Homes with the same floor plan shall not be repeated side by side on adjacent lots. Homes with the same floor plan and exterior elevation located along the same block face shall not be repeated unless at least two intervening lots with different floor plans and exterior elevations separate them. Homes with the same exterior elevation shall not be located directly across the street from each other.
- **G.** The City may either approve an ordinance or otherwise require the Developer to include within the codes, covenants, and restrictions for the Property a requirement that all future lot and homeowners within the Property with an existing irrigation system to procure and pay for an annual inspection of such irrigation system.

^{*}Cul-de-sac and elbow lots may have a minimum rear yard building setback of 10 feet.

III. MAINTENANCE OF THE COMMON AREAS:

- **A.** Maintenance of the common areas, including, but not limited to, ponds, trails, and entrance features will be the responsibility of the homeowners' association (HOA).
- **B.** The Developer will be the contact entity with the City for all concerns regarding maintenance of park and open space until 100% of HOA control is turned over to the homeowners.
- **C.** HOA maintenance and responsibilities for common areas include, but are not limited to:
 - 1. Clean up and litter removal.
 - 2. Landscaping installation, care, maintenance, and replacement.
 - 3. Mowing, trimming, clearing, and removal of unwanted vegetation and dead trees, including parkway areas and areas outside of fences extending to the right-of-way.
 - 4. Maintain irrigation system, pay for the water used in the system.
 - 5. Maintain entry features and any other installed improvements, as shown on the Concept Plan.
 - 6. Pay for the electricity used for the lighting for the entry features.
- **D.** It is the Developer's responsibility to install irrigation systems, entry features, and any other improvements (excluding buildings) within the Property.

IV. HOME DESIGN

All structures shall abide by the following architectural standards:

- 1. <u>Exterior Façade Building Materials</u>: All homes shall have at least 65% brick, stone, granite, marble, concrete block, cement siding, or any other reasonably comparable masonry material per elevation. Such masonry requirement shall exclude any doors, windows and awnings.
- 2. <u>Roof and Roof Material</u>: All homes constructed within the project shall have a minimum of a 6:12 roof pitch. Roof materials shall be composition 25-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, natural or imitation clay shingles, or 3-tab shingles. Wooden shingles are prohibited.
- 3. <u>Garages</u>: All dwellings may have garages that face the street. The minimum garage size is eighteen (18) feet in width by twenty (20) feet in depth.

V. STREET AND SIDEWALK STANDARDS:

1. Street Treatments – Entry Features and Signage at Entries

Entry features shall include a stone capped monument with landscaping incorporated into open space area and illuminated by means other than streetlights, which shall include decorative iron accent panels of 2 or more different type/color of stone (can be synthetic or cultured).



Additionally, Developer will install a small, commercially suitable entrance sign or monument at the entrance of White Street. Upon the request of the applicant, the City Council may approve increases to the maximum height and size of any entrance sign or monument.

2. Street Treatments

Block numbers shall be incorporated with street lighting that is coordinated throughout the subdivision.

3. Pedestrian Sidewalks and Bike Trail

Except as otherwise provided in this Agreement, a four-foot wide concrete pedestrian sidewalk shall be located on both sides of every internal street within the right-of-way.

VI. COMMERCIAL TRACT:

1. Commercial Development Standards

The commercial tract shown on the Concept Plan shall be developed in accordance with the zoning regulations applicable to property located in a B-2 General Business zoning district pursuant to the Zoning Ordinance.

EXHIBIT D OFF-SITE SEWER IMPROVEMENTS

| 1 F Ha) NOISIVION SE SUID 1 IN | DDI ICTT | BE JN: | TD222002 | |
|------------------------------------------------|---------------|-----------|----------------|-----------|
| PLUE NIDGE SUBDIVISION (PR.1 PRUELL) | - LOEII) | Location: | Blue Ridge, TX | ~ |
| OPINION OF PROBABLE COST (OPC) | Street Length | Lot Count | Acreage | Date |
| Prepared by Bohler, with notes for assumptions | 0 | 0 | 0 | 4/14/2022 |
| SANITARY SEWER | \$ SINO | UNIT | QUANTITY | TOTAL |
| CONNECTION TO EXISTING MH (CORE DRILL) | \$3,500 | EA | 1 | \$3,500 |
| 12" SDR-35 (< 12' DEEP) | \$70 | LF | 1,150 | \$80,500 |
| 4' DIA. MANHOLE | \$5,800 | EA | 3 | \$17,400 |
| TRENCH SAFETY | \$2.50 | J) | 1,150 | \$2,875 |
| TESTING (EXCLUDING GEOTECH) | \$2.00 | LF | 1,150 | \$2,300 |
| BONDS | \$106,575 | PERCENT | 7% | \$2,132 |
| INSPECTION FEE | \$106,575 | PERCENT | 3% | \$3,197 |
| | | | | |
| SANITARY SEWER TOTAL | | | | \$111,904 |

| NCIAIRA | |
|----------------|-----------|
| SECTION | COST |
| SANITARY SEWER | \$111,904 |
| SUBTOTAL | \$111,904 |

| \$134 785 | Service Control | TOTAL CONSTRUCTION COST |
|-------------|-----------------|---------------------------------|
| \$11,190.40 | 10% | MISCELLANEOUS AND CONTINGENCIES |
| \$11,190.40 | 10% | DESIGN AND ENGINEERING |

EXHIBIT E BAKER STREET IMPROVEMENTS

| OPINION OF PROBABLE COST (OPC) | | Adi lote | Acreage | Date |
|-------------------------------------------------|---------------|-----------------------------------------|----------|------------|
| Description with motor for agentication | Street Length | CO1. FOE | 10000000 | 2000 |
| riepaied by bollier, with notes for assumptions | 950 | 2 | 1.1 | 6/28/2022 |
| SITE PREP/GRADING | UNITS | TINO | QUANTITY | TOTAL |
| CLEAR AND GRUB | \$1,400 | ACRE | 1.1 | \$1,540 |
| REMOVE, HAUL AWAY & DISPOSE OF EX. ASPH. PVMT. | \$4.75 | Շ | 3,000 | \$14,250 |
| MISC. EROSION CONTROL, INSPECTION, MAINT. | \$200 | WEEK | 26 | \$5,200 |
| GEOTECH TESTING | \$0.25 | λ | 3,000 | \$750 |
| SILT FENCE | \$1.50 | I.F | 1,900 | \$2,850.00 |
| CURLEX (4' WIDE) | \$0.60 | LF | 1,900 | \$1,140.00 |
| INLET PROTECTION | \$150 | EA | 4 | \$600 |
| CONSTRUCTION ENTRANCE | \$1,750 | EA | 1 | \$1,750 |
| EASEMENT ROW ACQUISITION | \$100,000 | EA | 1 | \$100,000 |
| | | | | |
| SITE PREP/GRADING TOTAL | | | | \$134,480 |
| STORM SEWER | \$ TINU | TINO | QUANTITY | TOTAL |
| DRAINAGE AS A PERCENT OF PAVING | \$396,250 | PERCENT | 20% | \$198,000 |
| BONDS | \$198,000 | PERCENT | 2% | \$4,000 |
| INSPECTION FEE | \$198,000 | PERCENT | 3% | \$6,000 |
| | | | | |
| STORM SEWER TOTAL | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | \$208,000 |
| PAVING | UNITS | TINO | QUANTITY | TOTAL |
| 6" REINFORCED CONC. PAVING (W/CURB) | \$75 | λS | 4,000 | \$300,000 |
| 6" SUBGRADE PREPARATION (LIME TREATED) | \$6.40 | SY | 4,200 | \$27,000 |
| HYDRATED LIME (36#/SY) | \$225 | TON | 92 | \$17,000 |
| 6" REINF. CONC. DRIVEWAY 12'x5' APRON (PER LOT) | \$625.00 | LOT | 2 | \$1,250 |
| TRAFFIC CONTROL | \$5,000 | LS | H | \$5,000 |
| SIGNS (STREET BLADES, STOP,) | \$1,500 | EA | 2 | \$3,000 |
| MISCELLANEOUS (UTILITY COORDINATION) | \$25,000 | EA | н | \$25,000 |
| BONDS | \$353,250 | PERCENT | 7% | \$7,000 |
| INSPECTION FEE | \$353,250 | PERCENT | 3% | \$11,000 |
| PAVING TOTAL | | San | | \$396,250 |
| SUMMARY | | | | |
| SECTION | | | ő | COST |
| SITE PREP/GRADING | | | \$13 | \$134,480 |
| STORM SEWER | | | \$20 | \$208,000 |
| PAVING | | | \$39 | \$396,250 |
| | | | | |
| SUBTOTAL | | | \$74 | \$743,040 |

| DESIGN AND ENGINEERING MISCELLANEOUS AND CONTINGENCIES | 10% 15% | \$111,456.00 |
|--------------------------------------------------------|------------|--------------|
| TOTAL CONSTRUCTION COST | | \$928,800 |

Exhibit E – Page 1

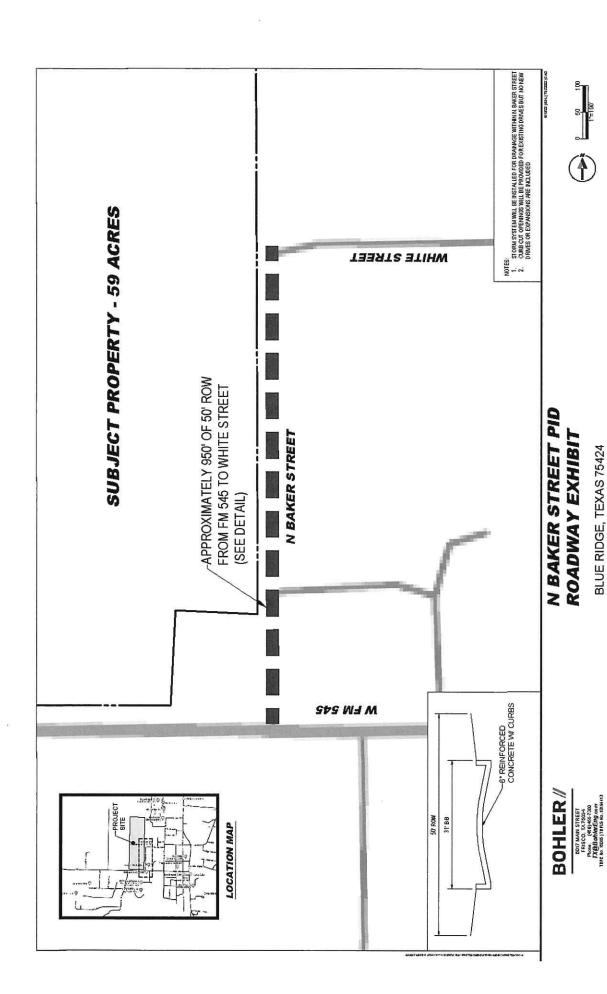


EXHIBIT F

WHITE STREET IMPROVEMENTS

| BLUE RIDGE SUBDIVISION (PH.1 WHITE) | VHITE) | BE JN: | TD2222002 | |
|-------------------------------------------------|-------------------------|-----------|----------------|------------|
| | | LOCATION: | biue Ridge, 17 | |
| OPINION OF PROBABLE COST (OPC) | Street Length | Lot Count | Acreage | Date |
| Prepared by Bohler, with notes for assumptions | 720 | 0 | 0.3 | 6/28/2022 |
| SITE PREP/GRADING | \$ TINO | TIND | QUANTITY | TOTAL |
| CLEAR AND GRUB | \$1,400 | ACRE | 0.3 | \$420 |
| REMOVE, HAUL AWAY & DISPOSE OF EX. ASPH. PVMT. | \$4.75 | ઇ | 1,000 | \$4,750 |
| MISC. EROSION CONTROL, INSPECTION, MAINT. | \$200 | WEEK | 26 | \$5,200 |
| GEOTECH TESTING | \$0.25 | Շ | 1,000 | \$250 |
| SILT FENCE | \$1.50 | I.F | 1,440 | \$2,160.00 |
| CURLEX (4' WIDE) | \$0.60 | J) | 1,440 | \$864.00 |
| INLET PROTECTION | \$150 | EA | 4 | \$600 |
| EASEMENT ROW ACQUISITION | \$100,000 | EA | 1 | \$100,000 |
| SITE PREP/GRADING TOTAL | | | | \$114,244 |
| STORM SEWER | \$ \$ INN | TINO | QUANTITY | TOTAL |
| DRAINAGE AS A PERCENT OF PAVING | \$319,500 | PERCENT | 20% | \$160,000 |
| BONDS | \$160,000 | PERCENT | 7% | \$3,000 |
| INSPECTION FEE | \$160,000 | PERCENT | 3% | \$5,000 |
| STORM SEWER TOTAL | | | | \$168,000 |
| PAVING | UNITS | TIND | QUANTITY | TOTAL |
| 6" REINFORCED CONC. PAVING (W/CURB) | \$75 | λS | 3,000 | \$225,000 |
| 6" SUBGRADE PREPARATION (LIME TREATED) | \$6.40 | λS | 3,150 | \$20,000 |
| HYDRATED LIME (36#/SY) | \$225 | TON | 22 | \$13,000 |
| STREET INTERSECTION | \$4,500 | EA | 1 | \$4,500 |
| 6" REINF. CONC. DRIVEWAY 12'x5' APRON (PER LOT) | \$625.00 | LOT | 8 | \$5,000 |
| TRAFFIC CONTROL | \$5,000 | SJ | 1 | \$5,000 |
| SIGNS (STREET BLADES, STOP,) | \$1,500 | EA | 2 | \$3,000 |
| MISCELLANEOUS (UTILITY COORDINATION) | \$30,000 | EA | 1 | \$30,000 |
| BONDS | \$275,500 | PERCENT | 5% | \$6,000 |
| INSPECTION FEE | \$275,500 | PERCENT | 3% | \$8,000 |
| PAVING TOTAL | | | | \$319,500 |
| SUMMARY | STREET, STREET, STREET, | SWE L | | |
| SECTION | | | Ö | COST |
| SITE PREP/GRADING | | | \$11 | \$114,244 |
| STORM SEWER | | | \$16 | \$168,000 |
| PAVING | | | \$31 | \$319,500 |
| | | | | |
| SUBIOIAL | | | 09\$ | \$601,744 |

TOTAL CONSTRUCTION COST

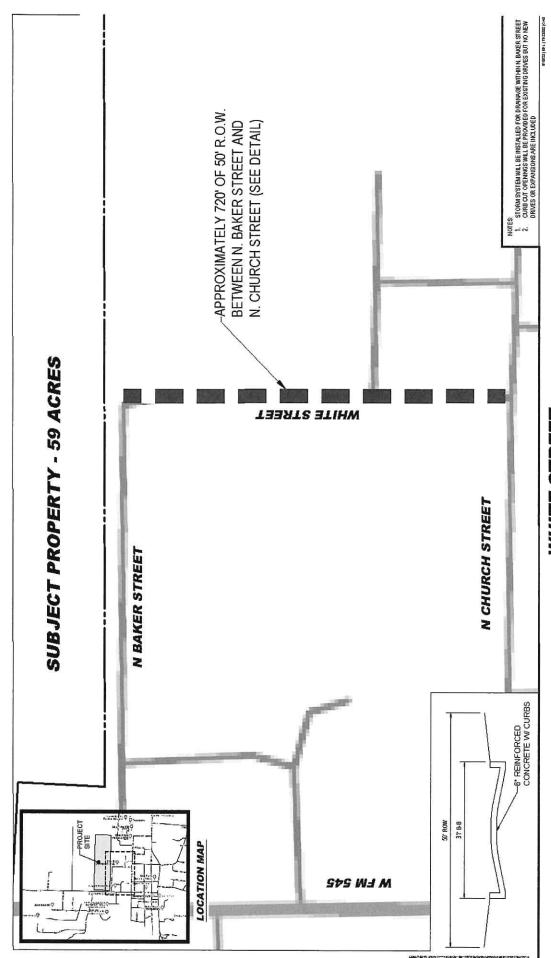
Exhibit F — Page 1

\$60,174.40 \$90,261.60

10% 15%

DESIGN AND ENGINEERING MISCELLANEOUS AND CONTINGENCIES

\$752,180



PID ROADWAY EXHIBIT WHITE STREET

BOHLER//

6017 MAIN STREET FRISCO, TX 75034 Phore: (400)-468-7300 TX@BohlerEng.com TIPE No. 1005 | TIPES No. 1019441

BLUE RIDGE, TEXAS 75424



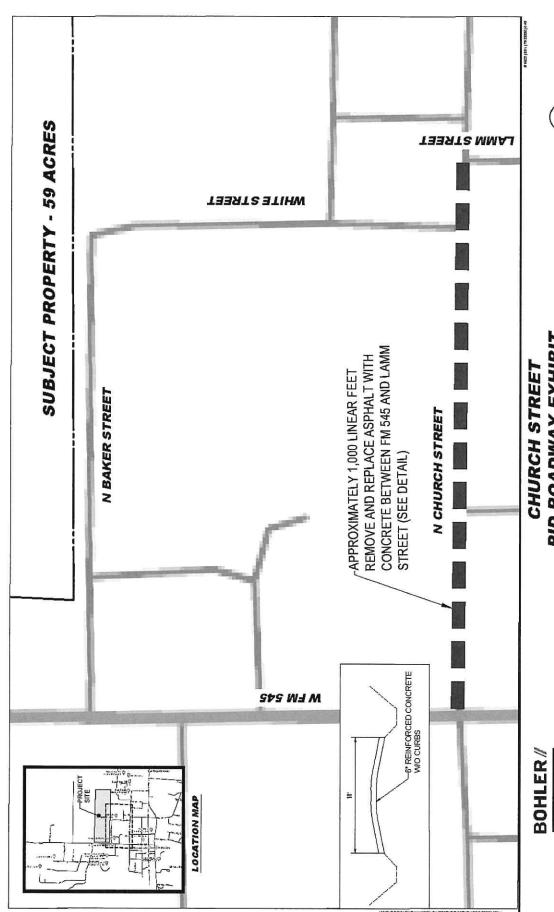


Exhibit F - Page 2

EXHIBIT G CHURCH STREET IMPROVEMENTS

| BLUE RIDGE SUBDIVISION (PH.1 CHURCH) | HURCH) | BE JN: Location: | TD222002 Blue Ridge, TX | |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OPINION OF PROBABLE COST (OPC) | Street Length | Lot Count | Acreage | Date |
| Prepared by Bohler, with notes for assumptions | 1,000 | 0 | 0.4 | 6/28/2022 |
| SITE PREP/GRADING | \$ LIND | TINU | QUANTITY | TOTAL |
| CLEAR AND GRUB | \$1,400 | ACRE | 0.4 | \$560 |
| REMOVE, HAUL AWAY & DISPOSE OF EX. ASPH. PVMT. | \$4.75 | ζ | 1,000 | \$4,750 |
| MISC. EROSION CONTROL, INSPECTION, MAINT. | \$200 | WEEK | 26 | \$5,200 |
| GEOTECH TESTING | \$0.25 | ζ | 1,000 | \$250 |
| SILT FENCE | \$1.50 | LF | 2,000 | \$3,000.00 |
| CURLEX (4' WIDE) | \$0.60 | LF | 2,000 | \$1,200.00 |
| CONSTRUCTION ENTRANCE | \$1,750 | EA | 1 | \$1,750 |
| | | | | |
| SITE PREP/GRADING TOTAL | 10 No. 10 Sept. 100 | | | \$16,710 |
| PAVING | UNIT\$ | UNIT | QUANTITY | TOTAL |
| 6" REINFORCED CONC. PAVING (NO CURB) | \$75 | λS | 2,000 | \$150,000 |
| 6" SUBGRADE PREPARATION (LIME TREATED) | \$6.40 | λS | 2,100 | \$13,000 |
| HYDRATED LIME (36#/SY) | \$225 | TON | 38 | \$9,000 |
| STREET INTERSECTION | \$4,500 | EA | 1 | \$4,500 |
| TRAFFIC CONTROL | \$5,000 | ΓS | 1 | \$5,000 |
| SIGNS (STREET BLADES, STOP,) | \$1,500 | EA | 2 | \$3,000 |
| ROADSIDE CULVERT REPAIR | \$2,000 | LOT | 14 | \$28,000 |
| MISCELLANEOUS (UTILITY COORDINATION) | \$35,000 | EA | 1 | \$35,000 |
| BONDS | \$184,500 | PERCENT | 7% | \$4,000 |
| INSPECTION FEE | \$184,500 | PERCENT | 3% | \$6,000 |
| PAVING TOTAL | | | | \$257,500 |
| SHAMAADV | | | | |
| SOUTH | | | i | - |
| SECTION | | | ב | COS |
| SITE PREP/GRADING | | | \$16 | \$16,710 |
| PAVING | | | \$25 | \$257,500 |
| | | | | |
| SUBTOTAL | | | \$27 | \$274,210 |
| | The same of the sa | | | The second secon |

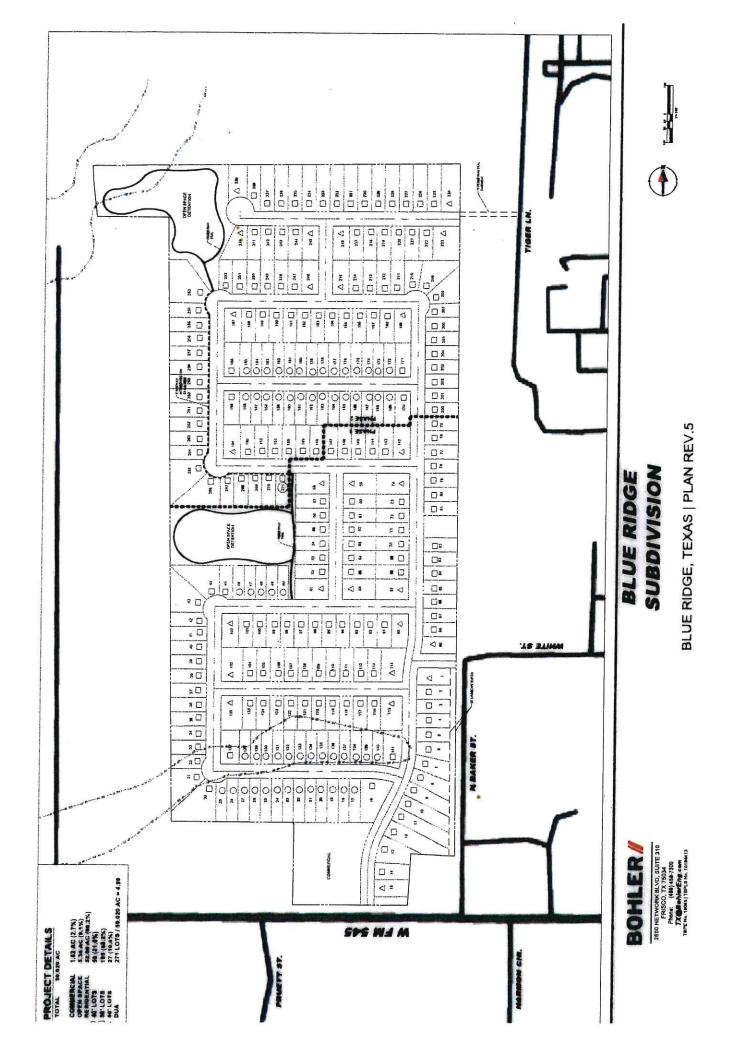
| \$27,421.00 | \$41,131.50 | \$342,763 |
|------------------------|---------------------------------|-------------------------|
| 10% | 15% | |
| DESIGN AND ENGINEERING | MISCELLANEOUS AND CONTINGENCIES | TOTAL CONSTRUCTION COST |
| | | 15.0 |



PID ROADWAY EXHIBIT

BLUE RIDGE, TEXAS 75424

Exhibit G - Page 2



CITY OF BLUE RIDGE, TEXAS RESOLUTION 2022-0705-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ESCROW AGREEMENT RELATING TO THE BLUE RIDGE NORTH PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS RELATED THERETO.

WHEREAS, on July 5, 2022, the City Council (the "City Council") of the City of Blue Ridge, Texas (the "City") adopted a resolution creating the Blue Ridge North Public Improvement District (the "District") in accordance with Chapter 372, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the City desires to approve the "Escrow Agreement" relating to the District (the "Development Agreement"); and

WHEREAS, the Escrow Agreement authorizes and directs the Escrow Agent (as defined in the Escrow Agreement) to hold in escrow a dissolution petition (the "Dissolution Petition"), signed by the Owner (as defined in the Escrow Agreement), with respect to the District, with instructions to submit the Dissolution Petition to the City Council in certain events, as described in the Escrow Agreement; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, THAT:

- SECTION 1. The findings and premises contained in the WHEREAS clauses above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes.
- SECTION 2. The Escrow Agreement in substantially the form attached hereto as **Exhibit A**, is approved and the Mayor is authorized to execute such Escrow Agreement on behalf of the City.
- SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE THIS THE 5^{th} DAY OF JULY, 2022.

| | CITY OF BLUE RIDGE, |
|---------------------------|------------------------|
| | RHONDA WILLIAMS, MAYOR |
| ATTEST: | |
| EDIE SIMS, CITY SECRETARY | |

Exhibit A to Resolution Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement (this "<u>Agreement</u>") is entered into on July 5, 2022, by and among Blue Ridge Independent School District ("<u>BRISD</u>") and Prograce Blueridge, LLC, a Texas limited liability company ("<u>Prograce</u>") (collectively, the "<u>Owner</u>"), the City of Blue Ridge, Texas (the "<u>City</u>"), and Messer, Fort, McDonald PLLC, City Attorney for the City (the "<u>Escrow Agent</u>").

AGREEMENT

This Agreement shall constitute the irrevocable escrow instructions of the Owner and the City to the Escrow Agent in connection with the City's creation of the Blue Ridge North Public Improvement District (the "<u>District</u>").

Section 1. In connection with the City adopting Resolution No. 2022-0705-001, authorizing and creating the District (the "Creation Resolution"), recorded in the real property records of Collin County, Texas, as Document No. _______ on ______, 2022, the Owner executed and delivered to the Escrow Agent a "Petition for the Dissolution of the Blue Ridge North Public Improvement District" (the "Dissolution Petition") attached hereto as Exhibit A.

Section 2. BRISD and Prograce collectively own all of the property to be contained within the District. As of the date of this Agreement, (i) BRISD and Dosti Partners LLC, a Texas limited liability company, an affiliate of Prograce ("Dosti") are parties to that certain "Commercial Contract - Unimproved Property" (such contract, including all addendums thereto, is referred to herein as the "BRISD Purchase Contract") for the purchase and sale of the all of the property within the District owned by BRISD (the "School District Property") to Dosti Partners LLC, a Texas limited liability company, a affiliate of Prograce ("Dosti"); and (ii) Fieldside Development, LLC, a Texas limited liability company (formerly known as GLA Ventures LLC) ("Fieldside"), Prograce, and Dosti, are parties to that certain "Unimproved Property Contract" (such contract, including all addendums thereto, is referred to herein as the "Prograce Purchase Contract") for the purchase and sale of the all of the property within the District, including the School District Property being acquired from BRISD under the BRISD Purchase Contract, to Fieldside. In the event that Fieldside has not purchased and closed on 100% of the property within the District (the "Property") under the terms of the Prograce Purchase Contract on or before December 31, 2022; then, upon written request by either the Owner or the City, the Escrow Agent is authorized and directed to complete and date the attached Dissolution Petition and to file the completed and dated Dissolution Petition with the City Secretary of the Blue Ridge, Texas for the purpose of allowing the City to dissolve the District in accordance with Chapter 372 of the Texas Local Government Code, including specifically Section 372.011.

Section 3. The Owner and the City hereby agree, to the extent allowed by law, to indemnify, protect, save and hold harmless Escrow Agent, its successors, assigns and agents from and against any and all liabilities, obligations, losses, damages, claims, actions, suits, costs, or expenses (including attorney's fees) of whatsoever kind or nature imposed on, incurred by, or asserted against Escrow Agent which in any way relate to, or arise out of, the execution and delivery of this Agreement and any action taken hereunder; provided, however, the parties hereto shall have no obligation to indemnify, save, and hold harmless the Escrow Agent, its successors, assigns, and agents from any liability incurred by, imposed upon, or asserted against it for its own willful misconduct or gross negligence.

- <u>Section 4</u>. Escrow Agent may resign at any time provided it shall provide notice of its resignation not less than thirty (30) days prior to its resignation.
- <u>Section 5</u>. This Agreement cannot be amended or modified without the written approval of all parties to this Agreement and the written consent of the Escrow Agent.
- <u>Section 6</u>. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by, and construed in accordance with the law of the State of Texas; and the performance of all obligations shall be in Collin County, Texas.
- <u>Section 7.</u> This Agreement shall terminate upon the earlier of: (1) the dissolution of the District, or (2) Fieldside has acquired all of the Property.
- <u>Section 8.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- Section 9. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Owner and the Escrow Agent each hereby represent that neither the Owner nor the Escrow Agent, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner or the Escrow Agent, as applicable, 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 state or federal law and excludes the Owner and the Escrow Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner and the Escrow Agent, as applicable, 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 state or federal sanctions regime relating to a foreign terrorist organization. The Owner and the Escrow Agent each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner or the Escrow Agent, as applicable, and exists to make a profit.

[Remainder of page left blank intentionally.]

EXECUTED AND EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

| <u>CITY:</u> |
|----------------------------------------|
| City of Blue Ridge, Texas |
| |
| |
| RHONDA WILLIAMS, MAYOR |
| |
| OWNER: |
| BLUE RIDGE INDEPENDENT SCHOOL DISTRICT |
| |
| By: |
| Name: |
| Title: |
| |
| OWNER: |
| PROGRACE BLUERIDGE, LLC |
| a Texas limited liability company |
| |
| By: |
| Name: |
| Title: |
| |
| ESCROW AGENT |
| MESSER, FORT, MCDONALD, PLLC |
| |
| |
| ANDY MESSER, CITY ATTORNEY |

Exhibit A

Petition to Dissolve the Blue Ridge North Public Improvement District

PETITION FOR THE DISSOLUTION OF THE BLUE RIDGE NORTH PUBLIC IMPROVEMENT DISTRICT

The undersigned Blue Ridge Independent School District ("BRISD") and Prograce Blueridge, LLC, a Texas limited liability company ("Prograce") are the owners of the property consisting of approximately 59.015 acres described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property") as of the date of the creation of the Blue Ridge North Public Improvement District (the "District"). As of the date of the creation of the District, Dosti Partners LLC, a Texas limited liability company ("Dosti Partners") and BRISD have entered into that certain "Commercial Contract - Unimproved Property," effective as of March 1, 2022 (such contract, as the same may be amended, is referred to as the "BRISD Purchase Contract") for the purchase of a portion of the Property consisting of approximately 31.82 acres (the "School District Property").

BRISD, Prograce and Dosti Partners (collectively referred to herein as "<u>Owner</u>") are submitting and filing with the City Secretary of the City of Blue Ridge, Texas (the "<u>City</u>") this petition (the "<u>Dissolution Petition</u>") requesting the City dissolve the District pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "<u>Act</u>"). In support of this Dissolution Petition, Owner presents the following:

The District was created by Resolution No. 2022-0705-001 (the "Creation Resolution") adopted by the City Council of the City after a duly noticed public hearing as required by the Act on July 5, 2022 and includes all of the Property, including the School District Property. The Creation Resolution was recorded in the real property records of Collin County, Texas on , 2022 as Document No.

as required by the Act.

As of the date of this Dissolution Petition, Fieldside Development, LLC, a Texas limited liability company (formerly known as GLA Ventures LLC) ("Fieldside") has not closed on the Property, which includes certain property owned by Prograce and includes the School District Property, under that certain "Unimproved Property Contract" between Fieldside, Prograce and Dosti effective as of January 28, 2022 (such contract, including all addendums thereto, is referred to collectively as the "Purchase Contract"). As contemplated by that certain "Development Agreement (Blue Ridge North in Blue Ridge, Texas)", effective July 5, 2022, between the City, BRISD, and Prograce, because Fieldside has not closed on the Property under the Purchase Contract prior to December 31, 2022, the Owner, hereby respectfully petitions the City to dissolve

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the District pursuant to Section 372.011 of the Act after a hearing meeting the requirements of Section 372.009 of the Act.

This Dissolution Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Exhibits referenced in this Dissolution Petition are attached hereto and made a part hereof for all purposes. This Dissolution Petition may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

This Dissolution Petition is hereby delivered to the City under the terms of that certain "Escrow Agreement" by and among the Owner, the City and Messer, Fort, McDonald PLLC, City Attorney for the City, as Escrow Agent, entered into on July 5, 2022, and is hereby submitted for the purpose of dissolving of the District by the City Council solely as provided in the Escrow Agreement.

[Remainder of page left blank intentionally.]

| RESPECTFULLY SUBMIT | ΓΕD, on this the, 20 |
|---------------------|-------------------------------------------------------------------|
| | OWNER: BLUE RIDGE INDEPENDENT SCHOOL DISTRICT |
| | By: Name: |
| | OWNER: PROGRACE BLUERIDGE, LLC a Texas limited liability company |
| | By: |
| | Name: Title: OWNER: |
| | DOSTI PARTNERS LLC a Texas limited liability company |
| | By: |
| | Title: |

Signature Page PID Dissolution Petition – Blue Ridge North PID

EXHIBIT A Metes and Bounds Description of the Property

BEING a tract of land situated in Collin County and City of Blue Ridge, Collin County, Texas, being a part of the Matthias Mowry Survey, Abstract No. 557 and the Greer Johnson survey, Abstract No. 478, being all of Lots 1 and 2, Block A of the Broken Steps Addition, an addition to the City of Blue Ridge, according to the plat thereof recorded in Document No. 2018-691, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), being part of a called 87.983 acre tract of land described in a Warranty Deed to Blue Ridge Independent School District, as recorded in Volume 4683, Page 1033, O.P.R.C.C.T. and being more particularly described as follows:

COMMENCING at a one-half inch iron rod with cap stamped "GEER 4117" found at the southeast corner of Lot 3, Block A of said Broken Steps Addition, said iron rod being at the intersection of the north line of Farm To Market Road 545(a variable width right-of-way) and the west line of Baker Road(a variable width right-of-way);

THENCE South 89 degrees 53 minutes 12 seconds West, a distance of 165.13 feet along the south line of said Lot 3 and the north line of Farm To Market Road 545 to one-half inch iron rod with cap stamped "BOHLERENG" (hereinafter called "iron rod set") set at the southwest corner of said Lot 3, said iron rod being the most southerly southeast corner of said Lot 1 and said iron rod being the POINT OF BEGINNING of the hereinafter described tract of land;

THENCE South 89 degrees 53 minutes 12 seconds West, a distance of 413.16 feet along the south line of said Lot 1 and the north line of Farm To Market Road 545 to one-half inch iron rod found at the most southerly southwest corner of said Lot 1 and the southeast corner of a called 2.239 acre tract of land described in a Special Warranty Deed to Ashlie Jo Welch Owens, as described in Document No. 20160323000342180, O.P.R.C.C.T., from which a one-half inch iron rod found bears South 89 degrees 42 minutes 26 seconds West, a distance of 99.38 feet;

THENCE North 00 degrees 12 minutes 36 seconds East, a distance of 289.03 feet along a west line of said Lot 1 and the east line of said 2.239 acre tract of land to a two (2) inch iron pipe found at the northeast corner of said 2.239 acre tract of land;

THENCE North 89 degrees 49 minutes 55 seconds West, along a south line of said Lot 1 and the north line of said 2.239 acre tract of land, passing a two (2) inch iron pipe found at a distance 299.31 feet, continuing in all a distance of 437.47 feet to a three (3) inch wood fence corner post found at the most westerly southwest corner of said Lot 1 and the northwest corner of said 2.239 acre tract of land, said fence corner post being in the east line of a called 18.37 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Padmaja Kollipara and wife, Ramakrishna Kollipara, as described in Document No. 20170601000706210, O.P.R.C.C.T.;

THENCE North 01 degrees 00 minutes 40 seconds West, passing a one-half inch iron rod with cap stamped "GEER 4117" found at the northwest corner of said Lot 1 at a distance of 2,118.92, continuing in all a distance of 2,127.78 feet to an iron rod set in a south line of said 87.983 acre tract of land;

THENCE North 89 degrees 33 minutes 47 seconds West, a distance of 252.23 feet along the most westerly south line of said 87.983 acre tract of land to a one-half inch iron rod with cap stamped "OWENS RPLS 5387" found at the most westerly southwest corner of said 87.983 acre tract of land;

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EXHIBIT A Metes and Bounds Description of the Property

THENCE North 06 degrees 30 minutes 40 seconds West, a distance of 115.75 feet along the west line of said 87.983 acre tract of land to a one-half inch iron rod with cap stamped "OWENS RPLS 5387" found for corner;

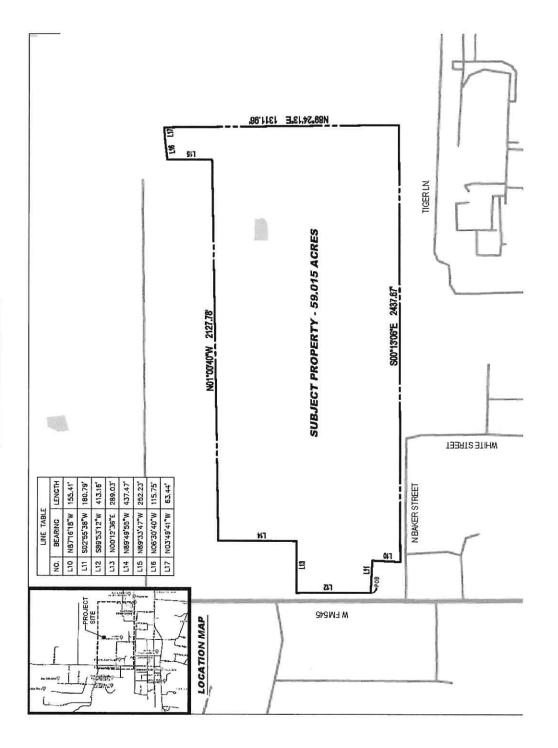
THENCE North 03 degrees 49 minutes 41 seconds West, a distance of 63.44 feet to a point in or near the centerline of a creek;

THENCE North 89 degrees 24 minutes 13 seconds East, along the east line of said Broken Steps Addition, a distance of 1,311.96 feet to an iron rod set in a east line of said 87.983 acre tract of land;

THENCE South 00 degrees 13 minutes 06 seconds East, along the east line of said Broken Steps Addition, passing the northwest corner of a tract of land described in Deed to Grace Trevino, recorded in Instrument No. 20120831001093380, O.P.R.C.C.T., at a distance of 1,277.14 feet to an iron rod set, passing the northeast corner of said Lot 2 and an ell corner of said Lot 1 at a distance of 1,746.78 feet, passing the southeast corner of said Lot 2 and an ell corner of said Lot 1 at a distance of 1,894.36 feet, continuing, in all a distance of 2,437.67 feet to an iron rod set at the most easterly southeast corner of said lot 1 and the northeast corner of said Lot 3;

THENCE North 87 degrees 16 minutes 18 seconds West, a distance of 155.41 feet along the north line of said Lot 3 and the south line of said Lot 1 to a one-half inch iron rod with cap stamped "GEER 4117" found at the northwest corner of Lot 3 and an angle point of said Lot 1;

THENCE South 02 degrees 55 minutes 38 seconds West, a distance of 180.79 feet along the west line of said Lot 3 and the southeast line of said Lot 1 to the POINT OF BEGINNING containing 2,570,695 square feet, or 59.015 acres of land.



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AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION SERVICES

| This Agreement | for Public | Improvement District Administration Services ("A | Agreement") is entered |
|-----------------|-------------|--------------------------------------------------|------------------------|
| into this | day of | , 2022, by and between P3 | Works, LLC |
| ("P3Works"), a: | nd the City | of Blue Ridge, Texas ("City"). | |

RECITALS

WHEREAS, the City Council is anticipating the creation of the Blue Ridge North Public Improvement District No. _ ("PID No. _" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3 Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

- 2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.
- 2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.
- 2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

- 3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Beginning on the February 1 following the levy of the Assessment and each February 1 thereafter, the fees shall increase by 2%.
- 3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice.
- 3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.
- 3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

ARTICLE IV

TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

GENERAL PROVISIONS

- 5.0 This Agreement supersedes any and all agreements, including any Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.
- 5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.
- 5.3 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then will provide to the City an IRMA Exemption Acceptance Letter in the general form attached as Exhibit B upon execution of the Agreement.
- 5.4 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.
- 5.5 Upon acceptance or approval by City, all deliverables prepared or assembled by P3Works under this Agreement, and any other related documents or items shall be delivered to City, in hard copy and digital format for City use only. All digital data which contains algorithms, formulas, methodologies and related content provided to the City by the P3Works shall remain the property of the P3Works, and is provided as backup documentation to the deliverables, but shall not be released in digital format to any third-parties due to the proprietary nature of the intellectual data.
- 5.6 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.
- 5.7 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- 5.8 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.
- 5.9 All notices, requests, demands, and other communications which are required to be given

under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

| To P3Works: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mary V. Petty Managing Partner P3Works, LLC 9284 Huntington Square, Ste. 100 North Richland Hills, Texas 76182 |
| To City: |
| Edie Sims City Secretary 200 S Main Blue Ridge, Texas 75424 |
| 5.10 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature. |
| Executed on this day of, 2022: |
| P3Works, LLC |
| BY: Mary V. Petty Managing Partner |
| City of Blue Ridge |
| BY: Rhonda Williams Mayor |

EXHIBIT A SERVICES TO BE PROVIDED

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

| Title | Hourly Rate |
|-----------------|-------------|
| Partner | \$250 |
| Project Manager | \$210 |
| Senior Analyst | \$185 |
| Analyst II | \$160 |
| Analyst | \$135 |
| Administrative | \$100 |

^{*}P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.

District Due Diligence and Preparation of PID Plan of Finance

- 1. P3Works will review project information and in conjunction with the City's Financial Advisor review a plan of finance for the proposed transaction, including
 - a) Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
 - b) Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks.
 - c) Bond sizing and bond phasing by improvement area,
 - d) Sources and uses of funds by improvement area,
 - e) Debt service schedules, and;
 - f) Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

- P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
- 2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

Bond Issuance Support

- 1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
- 2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1^{st} day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to "Consulting Services Relating to Future Improvement Areas and related Bond Issuance" for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

- 1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
- 2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
- 3. Update annual District assessment roll.
- 4. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to the levy of special assessments.
- 5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
- 6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
- 7. Update District database with newly subdivided parcels and property type classifications.
- 8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
- 9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
- 10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

Administration of Bond Funds (if bonds are sold)

- 1. Review and summarize the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
- 2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

Provide Public Information Request Support

- 1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
- 2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

- 1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
- 2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

- 1. Prepare for the P3Works website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
- 2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES (Required for any existing PID not created by P3Works.)

\$7,500 One Time Lump Sum Fee

- 1. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
- 2. Prepare written summary of all City administration and disclosure requirements.
- 3. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
- 4. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
- 5. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
- 6. Meet with City representatives to finalize policies and procedures relating to District Administration.

ADDITIONAL DISTRICT ADMINISTRATION SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

| Title | Hourly Rate |
|-----------------|-------------|
| Partner | \$250 |
| Project Manager | \$210 |
| Senior Analyst | \$185 |
| Analyst II | \$160 |
| Analyst | \$135 |
| Administrative | \$100 |

^{*}P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.

Continuing Disclosure Services

- 1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
- 2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
- 3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
- 4. P3Works will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

- 1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
- 2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
- 3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
- 4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

<u>Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)</u>

- 1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
- 2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
- 3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
- 4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

EXHIBIT BIRMA EXEMPTION LETTER



P3Works, LLC. 9284 Huntington Sq. Suite 100 North Richland Hills, Texas 76182

Mary V. Petty Managing Partner +1.817.393-0353 Phone Admin@P3-Works.com

June 6, 2022

Edie Sims City Secretary 200 S Main Blue Ridge, Texas 75424

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated _______, 20___, that the City of Blue Ridge (the "City") has engaged and is represented by _______, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty

Managing Partner

P3Works, LLC

Jon Snyder

Managing Partner

P3Works, LLC

The Local Mitigation Plan Review Tool demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers States and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- The <u>Regulation Checklist</u> provides a summary of FEMA's evaluation of whether the Plan has addressed all requirements.
- The Plan Assessment identifies the plan's strengths as well as documents areas for future improvement.
- The <u>Multi-jurisdiction Summary Sheet</u> is an optional worksheet that can be used to document how each
 jurisdiction met the requirements of the each Element of the Plan (Planning Process; Hazard Identification
 and Risk Assessment; Mitigation Strategy; Plan Review, Evaluation, and Implementation; and Plan
 Adoption).

The FEMA Mitigation Planner must reference this *Local Mitigation Plan Review Guide* when completing the *Local Mitigation Plan Review Tool*.

| Jurisdiction: | Title of Plan: | Date of Plan: |
|--------------------------------|--------------------------------|---------------|
| Collin County | Colin County Hazard Mitigation | December 2021 |
| | Plan | |
| Local Point of Contact: | Address: | |
| Randall Gurney | | |
| Title: | | |
| AEMC | | |
| Agency: | | |
| Collin County OEM | | |
| Phone Number: | E-Mail: | |
| 972-548-5581 | rgurney@co.collin.tx.us | |
| | | |
| State Reviewer: | Title: | Date: |
| Brian Hurtuk | Hazard Mitigation Planner | 3/8/2022 |
| | | |
| FEMA Reviewer: | Title: | Date: |
| David Freeborn | Community Planner | June 15, 2022 |
| Date Received in FEMA Region 6 | June 14, 2022 | |
| Plan Not Approved | | |
| Plan Approvable Pending | | |
| Adoption | | |
| Plan Approved | June 15, 2022 | |

SECTION 1:

REGULATION CHECKLIST

INSTRUCTIONS: The Regulation Checklist must be completed by FEMA. The purpose of the Checklist is to identify the location of relevant or applicable content in the Plan by Element/sub-element and to determine if each requirement has been 'Met' or 'Not Met.' The 'Required Revisions' summary at the bottom of each Element must be completed by FEMA to provide a clear explanation of the revisions that are required for plan approval. Required revisions must be explained for each plan sub-element that is 'Not Met.' Sub-elements should be referenced in each summary by using the appropriate numbers (A1, B3, etc.), where applicable. Requirements for each Element and sub-element are described in detail in this *Plan Review Guide* in Section 4, Regulation Checklist.

| 1. REGULATION CHECKLIST Regulation (44 CFR 201.6 Local Mitigation Plans) | Location in Plan (section and/or page number) | Met | Not Met |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|
| ELEMENT A. PLANNING PROCESS | | | |
| A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1)) | Pdf page numbers pp. 12-13, 291-292, 331-334, 371-374, 406- 409, 443-446, 480-483, 517-520, 557-561, 592- 595, 628-631, 663-666, 697-700, 737-740, 776- 779, 815-818, 852-855, 888-891, 926-929, 963- 966, 1005-1008, 1040- 1044 | x | |
| A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2)) | pp. 293, 331-333, 372- 373, 407-408, 444-445, 481-482, 518-519, 559- 560, 592-594, 629-630, 664-665, 698-699, 738- 739, 777-778, 817, 853-855, 889-890, 927- 929, 964-965, 1006- 1007 | x | |
| A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1)) | pp. 12, 293-294, 331- 334, 374, 408-409, 445-446, 482-483, 519- 520, 560-561, 594-595, 630-631, 665-666, 700, 739-740, 778-779, 817- 818, 855, 890-891, 929, 965-965, 1007- 1008, 1040-1044 | х | |
| A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3)) | pp. 12-13, 291, 331, 371-372, 406-407, 443, 480-481, 517, 558, 592, 628, 663-664, 697-698, 738, 776, 815-816, 853, 888-889, 926-927, 963, 1005 | x | |

| A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii)) | pp. 288, 328-329, 370, 404-405, 442, 479, 516, 591, 627, 662, 696, 736, 775, 814, 851, 887, 925, 962, 1004, 1039 | x |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---|
| A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i)) | pp. 287, 327, 368, 403, 440, 477, 514, 555, 590, 624-624, 660, 694, 734, 773-774, 812-813, 849, 885, 923-924, 960, 1002, 1037 | х |

1. REGULATION CHECKLIST Location in Plan Met Not

| Regulation (44 CFR 201.6 Local Mitigation Plans) | (section and/or page number) | iviet | Me |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|
| ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT | | | |
| B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i)) | pp. 14-98 | х | |
| B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i)) | pp. 14-98, 105-107, 109-111, 122-132, 134, 138, 140-161, 162-164, 165-166, 167-169, 171, 295-301, 336-337, 376- 377, 411-412, 449, 485, 523, 564, 635, 669, 742-743, 782, 821, 858, 893-894, 931, 968, 1011 | x | |
| B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii)) | pp. 107-174, 298-308, 338-352, 378-387, 412-422, 451-460, 486-496, 528-536, 567-577, 598-607, 635-643, 669-678, 705-716, 743-753, 783-794, 822-830, 859-867, 894-904, 933-942, 969-980, 1012-1021 | x | |
| B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii)) | pp. 116-121 | х | |

| 1. REGULATION CHECKLIST Regulation (44 CFR 201.6 Local Mitigation Plans) | Location in Plan (section and/or page number) | Met | Not Met |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|
| ELEMENT C. MITIGATION STRATEGY | | | |
| C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3)) | pp. 309-311, 353-355, 387-390, 423-425, 461-463, 498-500, 536-539, 578-580, 607-610, 644-646, 679-681, 717-719, 754-757, 795-797, 831-833, 868-870, 905-907, 943-945, 981-983, 1021-1024 | x | |
| C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii)) | pp. 286, 309-310, 324-326, 366-367, 401-402, 423-424, 438-439, 475-476, 512-513, 553-554, 589, 624, 658-659, 692-693, 732-733, 771-772, 810-811, 847-848, 883-884, 921-923, 958-959, 1000-1001, 1035-1036 | x | |
| C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i)) | pp. 3, 312, 356, 391, 426, 464, 501, 540, 581, 611, 647, 682, 720, 758, 798-799, 834, 871, 908, 946, 984, 1025 | x | |
| C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii)) | pp. 318-324, 361-365, 397-400, 432-437, 469-474, 507-511, 547-552, 583-588, 617-662, 653-658, 687-692, 726-732, 765-771, 805-810, 841-846, 878-882, 914-920, 952-957, 993-999, 1030-1034 | x | |
| C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii)) | pp. 313, 318-324, 357, 361-365, 392, 397-400, 427, 465, 469-474, 507-511, 541, 547-552, 582-588, 612, 617-662, 648, 653-685, 683, 687-692, 721, 726-732, 759, 765-771, 799, 805-810, 835, 841-846, 872, 878-882, 909, 914-920, 947, 952-957, 985, 993-999, 1026, 1030-1034 | x | |

| C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii)) ELEMENT C: REQUIRED REVISIONS | pp. 12-13, 288, 327- 328, 369-370, 403-404, 441, 478-479, 515-516, 555-556, 591, 626-627, 661-662, 694, 735, 774-775, 813-814, 850, 885-886, 924-925, 961- 962, 1003, 1038-1039 | х | |
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| | | | |
| 1. REGULATION CHECKLIST Regulation (44 CFR 201.6 Local Mitigation Plans) | Location in Plan (section and/or page number) | Met | Not Met |
| ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (ap | plicable to plan updates o | only) | |
| D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3)) | pp. 108, 297, 337, 378, 412, 451, 488, 524, 524, 567, 636, 670, 706, 745, 826, 864, 900, 937, 974, 1017 | x | |
| D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3)) | pp. 175-285, 313-318, 357-361, 392-397, 427- 432, 465-469, 502-506, 541-546, 582-583, 612- 617, 648-652, 683-687, 721-726, 759-765, 799- 805, 835-841, 872-877, 909-914, 947-952, 985- 993, 1026-1030 | x | |
| D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3)) | pp. 3, 297, | х | |
| ELEMENT D: REQUIRED REVISIONS ELEMENT E. PLAN ADOPTION | | | |
| E1. Does the Plan include documentation that the plan has been | A STANLE OF THE PARTY. | | |
| formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5)) | | N/A | |
| E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5)) | pp. 1 | х | |
| ELEMENT E: REQUIRED REVISIONS | The other jurisdictions mu | | |
| <u>E2:</u> The adoption documentation for Collin County has been received. I documentation once their governing bodies have adopted the plan ELEMENT F. ADDITIONAL STATE REQUIREMENTS (optional for State re | viewers only: not to be co | | |
| | viewers only; not to be co | mpieteu | |
| documentation once their governing bodies have adopted the plan ELEMENT F. ADDITIONAL STATE REQUIREMENTS (optional for State re | viewers only; not to be co | mpleted | |

SECTION 2: PLAN ASSESSMENT

INSTRUCTIONS: The purpose of the Plan Assessment is to offer the local community more comprehensive feedback to the community on the quality and utility of the plan in a narrative format. The audience for the Plan Assessment is not only the plan developer/local community planner, but also elected officials, local departments and agencies, and others involved in implementing the Local Mitigation Plan. The Plan Assessment must be completed by FEMA. The Assessment is an opportunity for FEMA to provide feedback and information to the community on: 1) suggested improvements to the Plan; 2) specific sections in the Plan where the community has gone above and beyond minimum requirements; 3) recommendations for plan implementation; and 4) ongoing partnership(s) and information on other FEMA programs, specifically Risk MAP and Hazard Mitigation Assistance programs. The Plan Assessment is divided into two sections:

- 1. Plan Strengths and Opportunities for Improvement
- 2. Resources for Implementing Your Approved Plan

Plan Strengths and Opportunities for Improvement is organized according to the plan Elements listed in the Regulation Checklist. Each Element includes a series of italicized bulleted items that are suggested topics for consideration while evaluating plans, but it is not intended to be a comprehensive list. FEMA Mitigation Planners are not required to answer each bullet item and should use them as a guide to paraphrase their own written assessment (2-3 sentences) of each Element.

The Plan Assessment must not reiterate the required revisions from the Regulation Checklist or be regulatory in nature and should be open-ended and to provide the community with suggestions for improvements or recommended revisions. The recommended revisions are suggestions for improvement and are not required to be made for the Plan to meet Federal regulatory requirements. The italicized text should be deleted once FEMA has added comments regarding strengths of the plan and potential improvements for future plan revisions. It is recommended that the Plan Assessment be a short synopsis of the overall strengths and weaknesses of the Plan (no longer than two pages), rather than a complete recap section by section.

Resources for Implementing Your Approved Plan provides a place for FEMA to offer information, data sources and general suggestions on the overall plan implementation and maintenance process. Information on other possible sources of assistance including, but not limited to, existing publications, grant funding or training opportunities, can be provided. States may add state and local resources, if available.

A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

Element A: Planning Process

Element B: Hazard Identification and Risk Assessment

On page 486 (F-485) the plan states that "we are unaware of any significant structures upstream from our jurisdiction which could potentially cause harm within our jurisdiction." This sentence is somewhat confusing and should be clarified.

Element C: Mitigation Strategy

One of the actions for Lavon (Hardening of critical facilities) is listed as being for Thunderstorm. Since this hazard was not profiled in the plan and generally is an umbrella hazard (wind, rain, lightning, or hail) it was impossible to determine what hazards the action is intended to address.

Lowry Crossing has an action for Severe Storms that has a similar problem. It is unknown what this hazard is as it was not profiled in the plan.

Element D: Plan Update, Evaluation, and Implementation (Plan Updates Only)

B. Resources for Implementing Your Approved Plan

This section provides examples of possible resources plan implementation.

Ideas may be offered on moving the mitigation plan forward and continuing the relationship with key mitigation stakeholders such as the following:

- What FEMA assistance (funding) programs are available (for example, Hazard Mitigation Assistance (HMA)) to the jurisdiction(s) to assist with implementing the mitigation actions?
- What other Federal programs (National Flood Insurance Program (NFIP), Community Rating System (CRS), Risk MAP, etc.) may provide assistance for mitigation activities?
- What publications, technical guidance or other resources are available to the jurisdiction(s) relevant to the identified mitigation actions?
- Are there upcoming trainings/workshops (Benefit-Cost Analysis (BCA), HMA, etc.) to assist the jurisdictions(s)?
- What mitigation actions can be funded by other Federal agencies (for example, U.S. Forest Service, National Oceanic and Atmospheric Administration (NOAA), Environmental Protection Agency (EPA)
 Smart Growth, Housing and Urban Development (HUD) Sustainable Communities, etc.) and/or state and local agencies?

FEMA Mitigation grants are available to eligible applicants. Search grants.gov for additional resources for implementing mitigation actions.

SECTION 3:

MULTI-JURISDICTION SUMMARY SHEET (OPTIONAL)

which required Elements for each jurisdiction were 'Met' or 'Not Met,' and when the adoption resolutions were received. This Summary Sheet does not imply that a mini-plan be developed for each jurisdiction; it should be used as an optional worksheet to ensure that each jurisdiction participating in the INSTRUCTIONS: For multi-jurisdictional plans, a Multi-jurisdiction Summary Spreadsheet may be completed by listing each participating jurisdiction, Plan has been documented and has met the requirements for those Elements (A through E).

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CITY OF BLUE RIDGE

2022 PLANNING CALENDAR



| May | Mailing of "Notices of Appraised Value" by Chief Appraiser. |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| April 30 | The Chief Appraiser prepares and certifies to the Tax Assessor an estimate of the taxable value. |
| May 15 | Deadline for submitting Appraisal Records to ARB. |
| July 20 | Deadline for ARB to approve Appraisal Records. |
| July 25 | Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit. |
| August | Certification of anticipated collection rate by Tax Assessor Collector. |
| July 25 - Aug. | Calculation of No-New-Revenue Tax Rate and Voter-Approval Tax Rates. |
| July 25 - Aug. | Submission of No-New-Revenue and Voter-Approval Tax Rates to governing body from Tax Office. |
| August 7 | Central Appraisal District's deadline to mail Transparency Website Postcard. |
| August 22 | Deadline to call an election. |
| August 29 | Deadline to adopt a tax rate above the Voter-Approval Tax Rate. |
| 07/29/22 | 72 Hour Notice for Meeting (Open Meetings Notice). |
| 08/02/22 | Meeting of Governing Body to Discuss Tax Rates. |
| | If proposed tax rate will exceed the No-New Revenue or Voter-Approval Tax Rate (whichever is lower), take record vote and schedule Public Hearing on the Tax Rate. |
| | Document record vote for "Notice of Public Hearing" (See "Governing Body Vote" Tab). |
| 08/18/22 | Publish the "Notice of Public Hearing" |
| | - Notice must be published in newspaper at least five (5) days before Public Hearing. |
| | Notice must be posted on the Transparency Website, www.CollinTaxes.org, at least five (5) days before Public Hearing. |
| | Notice must be posted prominently on the homepage of the entity's website at least seven (7) days before Public Hearing. |
| 08/16/22 | Post "Notice of Tax Rates" prominently on the homepage of entity's website seven (7) days before Public Hearing. |
| 08/26/22 | 72 Hour Notice for Meeting (Open Meetings Notice). |
| 08/30/22 | Public Hearing At least five (5) days after publication of "Notice of Public Hearing." Tax rate can be adopted at this meeting. If not adopted at this meeting, announce the date and time of the meeting to vote to be held within seven (7) days of Public Hearing. |
| 09/02/22 | 72 Hour Notice for Public Hearing (Open Meetings Notice). |
| 09/06/22 | Meeting to Vote on Tax Rate if tax rate was not adopted at the previous Public Hearing. Meeting to vote can be no later than seven (7) days after Public Hearing on tax rate. If tax rate is not adopted at the Public Hearing, it must be adopted at this meeting. |
| Expect | |

Expect 09/07/2022 no later than 09/09/2022

Deadline to submit the signed Tax Rate Ordinance to the Collin County Tax Office