CITY OF BLUE RIDGE SPECIAL SESSION AGENDA July 24, 2018, 7:00 P.M. Blue Ridge Community Center 200 W. Tilton Street

THE BLUE RIDGE CITY COUNCIL WILL MEET IN SPECIAL SESSION AT 7:00 P.M. ON TUESDAY, JULY 24, 2018, AT THE BLUE RIDGE COMMUNITY CENTER, LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS WITH THE FOLLOWING ITEMS ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

- 1. Call to order.
- 2. Roll call.
- Consider, discuss and act upon all matters incident and related to approving and authorizing publication of notice of intention to issue a certificate of obligation, including the adoption of a resolution pertaining thereto
- Consider, discuss and act upon all matters incident and related to approving and authorizing the execution of an engagement letter with Norton Rose Fulbright US LLP for bond counsel services
- Consider, discuss and act upon all matters incident and related to approving and authorizing the execution of a Municipal Advisory Agreement with Hilltop Securities Inc. as our Municipal Advisor
- 6. Consider, discuss and act upon a Professional Engineering Services Agreement with Birkhoff, Hendricks & Carter, LLP to provide engineering services for the Ridgeway Drive Roadway and Water Line Rehabilitation project
- 7. Budget Workshop for Fiscal Year 2018-2019
- 8. Adjournment.

Certified this the 20th day of July, 2018

Lord D. William

Rhonda Williams, Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information)

This facility is wheelchair accessible. Request for accommodations or sign interpretative services must be made 48 hours prior to this meeting. Please contact the city secretary's office at 972-752-5791 for further information.

I, the undersigned authority, do hereby certify that this notice was posted in the regular posting place of the City Hall building for Blue Ridge, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted July 20, 2018 by 5:00P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Edie Sims, City Secretary

CITY OF BLUE RIDGE RESOLUTION NO. 2018-0724-001

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the City Council of the City of Blue Ridge, Texas, has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271 (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; now, therefore,

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

SECTION 1: The City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in a principal amount not to exceed \$640,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, and shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

<u>SECTION 2</u>: The City Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

<u>SECTION 3</u>: It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

<u>SECTION 4</u>: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this July 24, 2018.

CITY OF BLUE RIDGE, TEXAS

ATTEST:	Rhonda Williams, Mayor
Edie Sims, City Secretary	
(City Seal)	

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF BLUE RIDGE, TEXAS, CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Blue Ridge, Texas, shall convene at 7:00 P.M. on the 4th day of September, 2018, at the City Hall, 200 South Main, Blue Ridge, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in an amount not to exceed \$640,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Edie Sims City Secretary City of Blue Ridge, Texas

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the "Agreement") is made and entered into by and between **City of Blue Ridge**, **Texas** (the "Issuer") and Hilltop Securities Inc. ("Hilltop Securities"), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the "Effective Date").

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer's issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

Scope of Services and Discharge of Responsibilities.

- 1. Scope of Services.
- (a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in Appendix A hereto (the "Municipal Advisory Services"). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer's independent registered municipal advisor ("IRMA") pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the "Scope of Services" hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.
- (b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities ("Non-Municipal Advisor Services"), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

- (c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.
- 2. Inquiries and Information in Connection with HilltopSecurities' Duties. If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

- 3. Actions Independent of or Contrary to Advice. The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.
- 4. Preparation of Official Statement in Connection with Issuance of Municipal Securities. If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer

hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. Representations and Certifications. If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. Services as Independent Registered Municipal Advisor.

1. Designation as IRMA and Scope of Designation.

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and

HilltopSecurities would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

- (b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.
- (c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services ("Joint Municipal Advisory Services"), whether engaged jointly with or separately from HilltopSecurities (a "Co-Municipal Advisor"), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor's fiduciary or other duties as municipal advisor to the Issuer.
- 2. HilltopSecurities Not Responsible for Independence from Third Parties. Notwithstanding HilltopSecurities' status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board ("MSRB") rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.
- 3. Recommendations Provided by Third Parties Relying on IRMA Exemption. The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or approved such aspect of the recommendation or otherwise having adopted the

recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

C. <u>Limitations on Scope of Engagement.</u>

- 1. Express Limitations. The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.
- 2. Limitation as to Matters Within Then-Current Scope of Engagement. It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.
- 3. Transactions and Services Outside Scope of Engagement. To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.
- 4. *Issuer Consent to Limitation in Scope.* The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. <u>Change in Scope of Services</u>. The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

E. Non-Municipal Advisory Activities Related to Scope of Services. The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

SECTION II TERM AND TERMINATION

A. Term of this Engagement. This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of five (5) years from such date. Unless HilltopSecurities or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods.

B. Termination of this Engagement. This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION III COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS

- **A.** <u>Compensation</u>. The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in <u>Appendix B</u> hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive.
- B. <u>Expenses</u>. HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.
- C. Third-Party Payments. The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a feesplitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).
- D. <u>No Custody of Issuer Funds</u>. This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.
- E. <u>Limitation on Liability</u>. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

SECTION IV REQUIRED DISCLOSURES

A. <u>Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.</u> The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as <u>Appendix C</u>, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.

- **B.** <u>Waiver of Disclosed Conflicts of Interest</u>. By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.
- C. <u>Consent to Electronic Delivery of Disclosures</u>. By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at esims@blueridgecity.com, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

SECTION V MISCELLANEOUS

- A. <u>Choice of Law</u>. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.
- **B.** <u>Binding Effect; Assignment.</u> This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- C. <u>Entire Agreement</u>. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

Signature page follows

HILLTOP SECURITIES INC.	CITY OF BLUE RIDGE, TEXAS
By: David K. Medanich	Ву:
Vice Chairman	Name
By: Nick Bulaich	Title:
Managing Director	Date:

APPENDIX A MUNICIPAL ADVISORY SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

- (a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.
- (b) For purposes of this Agreement, an issuance of municipal securities (an "issuance") shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.
- I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

- 1. Survey and Analysis. Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.
- 2. *Future Financings*. In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.
- 3. **Recommendations**. Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.
- 4. *Market Information*. Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. *Elections*. In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

- 6. **Method of Sale**. Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
 - a. If the issuance is to be sold by a competitive sale:
 - (1) Supervising the sale of the municipal securities;
 - (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
 - (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - (5) Obtaining CUSIP numbers on behalf of the Issuer.
 - b. If the issuance is to be sold by negotiated sale:
 - (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
 - (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;
 - (4) Advising the Issuer on the fairness of the price offered by the underwriters;
 - (5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;
 - (6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

- (7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.
- 7. Offering Documents for Competitive Offerings. Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.
- 8. Credit Ratings. Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.
- 9. Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants. Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.
- 10. *Financial Publications*. When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.
- 11. *Consultants*. After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.
- 12. Auditors. In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.
- 13. *Issuer Meetings*. Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.
- 14. *Printing*. To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.
- 15. **Bond Counsel**. Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
- 16. Changes in Laws. Providing to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which HilltopSecurities becomes aware in the ordinary course of its

business, it being understood that HilltopSecurities does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.

- 17. **Delivery of the Municipal Securities**. As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
- 18. **Debt Service Schedule**; **Authorizing Resolution**. After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
- 19. Continuing Disclosure. Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.
- II. <u>Baseline Advice on Outstanding Issuances of Municipal Securities</u>. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:
 - 1. *Exercising Calls*. Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
 - 2. Refundings and Tender Offers. Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.
 - 3. Continuing Disclosure. Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.
- III. <u>Particularized Services on Outstanding Issuances of Municipal Securities</u>. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this

Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

- 1. Other Post-Sale Services. Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.
- 2. **Brokerage of Municipal Escrow Investments.** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by First Southwest Asset Management, LLC as an investment adviser) with respect to such brokerage.
- IV. <u>Services as Independent Registered Municipal Advisor ("IRMA")</u>. At the written request of the Issuer, HilltopSecurities shall, as the Issuer's IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.
- V. Other Services Relating to Municipal Securities. HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:
 - 1. Capital Improvement Programs. Providing advice and assistance in the development of any capital improvement programs of the Issuer.
 - 2. Long-Range Planning. Providing advice and assistance in the development of other long-range financing plans of the Issuer.
 - 3. **Refundings and Tender Offers**. Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.
 - 4. **Continuing Disclosure Documents**. Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer's continuing disclosure undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. <u>New Issuances of Municipal Securities</u>. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

Base	Fee Per Issue		\$	10,000	
plus	\$10.00 per \$1,000	for the next	\$	250,000 of bonds issued	
plus	\$ 9.00 per \$1,000	for the next	\$	250,000 of bonds issued	
plus	\$ 6.00 per \$1,000	for the next	\$	500,000 of bonds issued	
plus	\$ 4.00 per \$1,000	for the next	\$1	,500,000 of bonds issued	
plus	\$ 2.50 per \$1,000	for the next	\$2	,500,000 of bonds issued	
plus	\$ 1.75 per \$1,000	for the next	\$5	,000,000 of bonds issued	
plus	\$ 1.25 per \$1,000	thereafter			

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

- II. <u>Baseline Advice on Outstanding Issuances of Municipal Securities</u>. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.
- III. <u>Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA</u>. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall not charge a fee for services rendered.
- IV. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.
- V. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous

expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement ("Conflict Disclosures") is provided by **Hilltop Securities Inc.** ("the Firm") to you (the "Client") in connection with our current municipal advisory agreement, ("the Agreement"). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. First Southwest Asset Management (FSAM), a SECregistered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm's arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate First Southwest Advisory, provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk though investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers two government investment pools for Texas governments; the Short-Term Asset Reserve Fund (TexSTAR) and the Local Government Investment Cooperative (LOGIC). These programs offer Texas government entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. Furthermore, this potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regime as a member of multiple self-regulatory organizations in which compliance is verified by not only internal tests but annual external examinations.

- II. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.
- III. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.
- IV. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is

mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

V. <u>Compensation-Based Conflicts</u>. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

- I. <u>Material Legal or Disciplinary Event</u>. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:
 - For related disciplinary actions please refer to the Firm's BrokerCheck webpage.
 - The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled
 with the SEC on February 2, 2016. The firm agreed to retain independent consultant and
 adopt the consultant's finding. Firm paid a fine of \$360,000.
 - The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
 - The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including

the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. FirstSouthwest's engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org/, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov/. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Blue Ridge, Texas, hereinafter referred to as "City", and Birkhoff, Hendricks & Carter, L.L.P., hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to complete engineering services for the Ridgeway Drive Roadway and Water Line Rehabilitation, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City under the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or

similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$2,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

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

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Mr. Craig M. Kerkhoff, P.E., C.F.M. Birkhoff, Hendricks & Carter, L.L.P. 11910 Greenville Ave., #600 Dallas, Texas 75243 Phone: (214) 361-7900 ckerkhoff@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Texas Board of Professional Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC 230, Austin, TX 78753, Phone (512) 239-5263, Fax (512) 239-5253.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF BLUE RIDGE, TEXAS General Law Municipality	BIRKHOFF, HENDRICKS & CARTER, L.L.P. A Texas Limited Liability Partnership Texas Board of Professional Engineers Firm No. 526 Texas Board of Professional Land Surveyors Firm No. 100318-00			
By: Ms. Rhonda Williams, Mayor	By: Craig M. Kerkhoff, P.E., C.F.M.			
Date:	Date: 7/3/18			
ATTEST				
Ву:				

EXHIBIT "A"

ENGINEERING SERVICES

Ridgeway Drive Roadway and Water Line Rehabilitation

Scope of Services

Prepare construction plans, specifications and bidding documents for paving rehabilitation of Ridgeway Drive (approximately 1,900 LF) from Highway 78 to Business 78. Also rehabilitating Creekside Drive (approximately 350 LF). The existing asphalt road will be pulverized and scarified, remixing it with the existing roadway base material. The subgrade will then be treated with lime stabilization, re-compacted and shaped with the base in accordance with the proposed geotechnical report. A 3-inch asphalt overlay will then be applied. Drainage will continue to be conveyed in the existing open channels next to the road. Existing drainage channels on the north side of Ridgeway Drive will be surveyed and evaluated to confirm positive drainage and any excavation required to achieve positive drainage will be shown on the plans. However, the drainage channels along the north side of Ridgeway Drive will not be designed to convey a specific storm event. Two (2) storm drainage crossings exist across Ridgeway Drive. Utilizing USGS contours, drainage area maps will be prepared to size the culverts for the 100-year storm event. Drainage evaluation or rehabilitation along Creekside Drive and the south side of Ridgeway Drive is not included in this contract.

The existing water line along the north side of Ridgeway Drive is to be replaced with this project with an 8-inch water line. It is assumed that the water line can be placed within the parkway, inside the ROW, along the north side of the project. If determined that the water line cannot be placed in the parkway due to existing franchise utility locations, the water line may be placed under the roadway.

The remaining existing utilities are to remain in place and are not programmed for replacement or relocation. No new right-of-way is anticipated for this project.

Based on our understanding of the project requirements, our opinion of probable project budget is summarized below.

	Ridgeway Drive Rehabilitation
Opinion of Probable Construction Cost	\$523,382
Quality Control, Material Testing & Inspection Services (by others)	\$26,169
Geotechnical Investigation	\$3,000
Basic Engineering and Additional Services	\$62,160
Total Project Budget	\$614,711

PART I: Basic Services

A. Design Phase

- Create base map with property information obtained through the Central Appraisal District. Property base map will be best fit based on property monuments located during field surveys.
- Prepare construction plan sheets for the horizontal layout of the roadway reconstruction.
- 3. Prepare plan and profile sheets for drainage structures across Ridgeway Drive
- Evaluate roadside channel on the north side of Ridgeway Drive. Include any drainage improvements as part of plan sheets for the layout of the roadway.
- Prepare typical construction details.
- 6. Prepare Cover Sheet, Location Map and Sheet Index.
- 7. Attend two design review meetings with City Staff.
- 8. Complete quantity take-off and formulate Opinion of Probable Construction Cost.
- 9. Prepare technical specifications, bidding and Contract Documents.
- 10. Submit Preliminary Plans to City for review.

B. Bidding Phase

- A. Assist the City Staff in advertising for bids. Provide notice to City for their use in publishing in local newspaper.
- Posting the plans for bid advertisement on Civcast.
- C. Provide one copy of bidding documents to City of Blue Ridge and PDF version to publishers.
- D. Assist during opening of bids and provide bidding summary sheets.
- E. Complete tabulation of bids received and provide to City and contractors who submitted bids.
- F. Obtain the following information from the lowest bidder:
 - 1. Past work history,

- 2. Physical resources to produce the project.
- G. Formulate opinion from information received from contractor and provide the City a summary evaluation of the bids received.

C. Construction Phase

- Conduct pre-construction conference, including preparing an agenda.
- B. Attend one coordination meeting with contractor, quality control personnel, and City representatives to discuss strategy, problem areas, progress, and any required coordination.
- C. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Shop drawings to be distributed electronically.
- Provide written responses to requests for information or clarification to City or Contractor.
- E. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- F. Prepare monthly pay request from information obtained from the City's Inspector and make recommendation for payment.
- G. Accompany the City during their final inspection of the project and prepared punch list of incomplete work items.
- H. Recommend final acceptance of work based on information from the on-site representative.

PART II: Additional Services

- A. Survey for design, and if necessary, refreshing coordinate control points prior to construction. Contact Dig Tess (Texas811) to establish ticket and request location of franchise utilities.
- B. Reproduction expenses, including providing preliminary and final construction plans to City for review, Utility Companies, and furnishing of final construction plans and specifications for distribution to prospective bidders and the successful contractor.

EXCLUSIONS

The following items are specifically excluded from the Scope of Services outlined above and the Fee Not to Exceed Amount herein. Should any of the items listed below be required to be performed in order to complete the TPDES Permit Renewal, an amendment to this agreement will be necessitated.

- A. ADA reviews, inspections, approvals or fees
- B. Consulting services by others not included in Scope of Services
- C. Certification that work is in accordance with plans and specifications
- D. Construction Inspection Services / On-site project representative
- E. Fees for permits or advertising
- F. Fiduciary responsibility to the City
- G. Hydrologic or hydraulic modeling
- H. Title searches
- Environmental impact statements, assessments or cleanup
- J. Landscape Architecture
- K. Flood plain reclamation plans
- L. Trench safety designs
- M. Quality control and testing services during construction
- N. Phasing of contrator's work
- O. On-site safety precautions, programs and responsibility

- P. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)
- Q. Title searches or preparation of right-of-way dedication or easement documents
- R. Preparation of Storm Water Pollution Prevention Plan
- S. Public Notifications or Public Meetings

EXHIBIT "B"

COMPLETION SCHEDULE

Notice to Proceed From City	At direction of City
Complete Field Survey	3 weeks after Notice to Proceed
Submit Preliminary Plans to City	10 weeks after Notice to Proceed
Complete Final Plans & Bidding Documents	3 weeks after City's Initial Review
Advertise Project for Bids:	At City's Direction
Construction Phase:	2 months after award of contract

EXHIBIT "C"

PAYMENT SCHEDULE

Part I - Basic Services

Payment for engineering services described in Part I shall be based on a Lump Sum amount of \$54,730. The following is a summary of the estimated charges for the various elements of the proposed services:

Lump Sum:

Design Phase	\$39,679
Bidding Phase	\$4.105
Construction Phase	\$10,946
Total Basic Services Lump Sum Fee	\$54,730

Part II - Additional Services

For the Additional Services described in Part II we propose to be compensated on a salary cost basis times a multiplier of 2.41, with expenses at actual invoice cost times 1.15. The survey crew will be billed at a crew rate of \$165 per hour, plus mileage. Automobile mileage for additional services will be invoiced at \$0.55 per mile.

Hourly Services (recommended budget):

Field Survey	\$6,930
Reproduction Expenses	\$500
Total Additional Services Not to Exceed Fee	\$7,430

We suggest you budget approximately \$7,430 in the following amounts for Part II Additional Service for this project:

Invoices will be submitted to the City monthly and based on a percentage of the individual task completed to date. Payments are to be rendered within 30-days of receipt of invoice. The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Maximum fee not to exceed \$62,160.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

_					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties	s.	CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and of business. Birkhoff, Hendricks & Carter Dallas, TX United States	country of the business entity's place	2018	ificate Number: 3-375765 Filed:	
2	Name of governmental entity or state agency that is a party being filed. City of Blue Ridge	to the contract for which the form is	5.41 3415	3/2018 Acknowledged:	
3	Provide the identification number used by the governmenta description of the services, goods, or other property to be p Ridgeway Drive Rehab Professional Engineering Services	al entity or state agency to track or identif provided under the contract.	y the c	ontract, and prov	ride a
4	Name of Interested Party	City, State, Country (place of busin	ness)	Nature of (check ap Controlling	
Bi	rkhoff, John	Dallas, TX United States		X	memediary
Н	endricks, Gary	Dallas, TX United States		х	
Cá	arter, Joe	Dallas, TX United States		x	
Hi	ckey, Matt	Dallas, TX United States		х	
Ma	ata, Andrew	Dallas, TX United States		×	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Craig M. Kerkhoff	, and my date of	birth is	October 10	, 1982
	My address is(street)	· · · · · · · · · · · · · · · · · · ·	exas	75243	USA .
		- V	tate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and c	Town			
	Executed inC	County, State of Texas, on the	3rd (day of July (month)	, 20 <u>_18</u> (year)
		Signature of authorized agent of cor (Declarant)	itracting	g business entity	

COLLIN CENTRAL APPRAISAL DISTRICT 2018 CERTIFIED TAXABLE VALUE

2018 CALCULATED FREEZE ADJUSTED TAXABLE, AS OF 7-18-2018												\$94,489,640	\$293,107,874	\$120,312,258	\$1,162,269,768							\$37,863,284,589
2018 CALCULATED OVER-85 FREEZE TAXABLE VALUE LOSS AS OF 7-18-2018		N/A	N/A	N/A	N/A	N/A	NA	N/A	NA	N/A	N/A	\$11,330,068	\$34,649,435	\$30,188,025	\$141,865,378	N/A	N/A	N/A	N/A	N/A	N/A	\$3,520,281,371
2017 AVERAGE MARKET VALUE OF HOMES		\$339,900	\$188,789	\$100,064	N/A	\$349,609	\$410,416	\$493,150	\$138,737	\$418,752	\$334,783	\$155,182	\$228,994	\$228,417	\$555,451	\$324,636	\$264,593	\$363,498	\$195,120	\$208,310	\$583,049	\$352,496
2018 AVERAGE MARKET VALUE OF HOMES, AS OF 7-18-2018		\$359,354	\$212,847	\$112,154	N/A	\$372,421	\$423,808	\$520,479	\$152,209	\$438,759	\$354,894	\$174,352	\$246,095	\$248,960	\$592,002	\$342,263	\$284,980	\$382,860	\$225,597	\$219,298	\$612,687	\$369,050
CALCULATED YEAR-OVER. YEAR TAXABLE FOR EXISTING PROPERTY		6,45%	12.08%	15.38%	64.58%	14,38%	6.28%	5.31%	9.23%	6.16%	5.48%	9.77%	9.29%	9.86%	5.76%	6.65%	13.69%	5.26%	10,90%	6.50%	5.25%	5.90%
2018 TAXABLE VALUE OF ANNEXATIONS / DEANNEXATIONS AS OF 7-18-2018		0\$	80	0\$	80	\$18,547,304	80	0\$	0\$	\$23,091,695	0\$	80	\$902,988	80	\$69,981,362	0\$	\$145,480	80	80	os	\$14,766,751	0\$
2018 TAXABLE VALUE OF NEW CONSTRUCTION, AS OF 7-18-2018		\$430,359,725	\$116,176,921	\$1,556,244	08	\$168,533,400	\$39,100,704	\$83,263,561	\$2,630,178	\$811,681,086	\$301,428	\$7,205,448	\$9,758,986	\$1,956,908	\$48,462,273	\$987,039,438	\$69,299,004	\$26,448,649	\$7,083,869	\$1,007,557	\$36,894,057	\$1,375,364,872
2018 CERTIFIED TAXABLE VALUE COMPARED TO THE JULY 18, 2018 CERTIFIED ROLL TAXABLE		9.93%	25.12%	19.37%	64.58%	31.37%	7.06%	10.03%	10.46%	11.27%	6.56%	17.79%	12.96%	11.31%	16.32%	11.69%	21.81%	6.39%	19.19%	8.49%	11.42%	9.54%
2018 CERTIFIED TAXABLE VALUE (BEFORE FREEZE LOSS), BASED ON 7-18-2018 CERTIFICATION, INCLUDING NEW CONSTRUCTION & ANNEXATIONS)		\$13,595,699,267	\$1,115,372,832	\$46,545,551	\$97,811,531	\$1,447,038,330	\$5,382,690,210	\$1,938,208,515	\$235,392,515	\$18,180,200,937	\$29,729,434	\$105,819,708	\$327,757,309	\$150,500,283	\$1,304,135,146	\$21,891,268,378	\$1,042,019,881	\$2,496,350,867	\$101,835,342	\$54,658,434	\$932,475,902	\$41.383.565.960
2017 CERTIFIED TAXABLE VALUE (BEFORE FREEZE LOSS), BASED ON 7-20-2017 CERTIFICATION)		\$12,367,609,498	\$891,474,571	\$38,993,876	\$59,431,325	\$1,101,528,213	\$5,027,760,178	\$1,761,451,183	\$213,096,402	\$16,338,630,152	\$27,900,230	\$89,837,118	\$290,142,411	\$135,206,299	\$1,121,117,449	\$19,600,518,303	\$855,453,586	\$2,346,438,699	\$85,439,072	\$50,378,770	\$836,882,187	\$37 780 097 341
TAXING ENTITY NAME	CITIES & TOWNS	CITY OF ALLEN	CITY OF ANNA	CITY OF BLUE RIDGE	CITY OF CARROLLTON	CITY OF CELINA	CITY OF DALLAS	TOWN OF FAIRVIEW	CITY OF FARMERSVILLE	CITY OF FRISCO	CITY OF GARLAND	CITY OF JOSEPHINE	CITY OF LAVON	LOWRY CROSSING	CITY OF LUCAS	CITY OF MCKINNEY	CITY OF MELISSA	CITY OF MURPHY	CITY OF NEVADA	TOWN OF NEW HOPE	CITY OF PARKER	CITY OF PLANO

REVENUE FUND FY 2018-2019

		11 2010	6102		
	Actual Expense FY 2015-2016	Actual Expense FY 2016-2017	Actual Expense FY 2017-2018	Suagetea	BUDGET
	Oct 1, 15 - Sep 30, 16	OCT1, 16 - Sep 30,	Oct 1, 17 - July 15,	Sep 30, '18	OCT 1, 18 - Sep 30, '19
Ordinary Income/Expense					
Income					
4700 · Water Bill Income	224,038.69	224,935.32	115,913.68	228,500.00	235,000.00
4701 · Transfer Fee	135.00	61.50		0.00	
4702 · Sewer Charges	100,568.22	103,280.45	57,583.04	102,500.00	105,750.00
4703 · Late Charges	19,905.77	11,708.99	6,797.23	20,303.00	20,000.00
4704 · Trash Charges	74,168.49	78,976.35	42,599.20	82,644.00	89,280.00
4705 · Water Surcharge	4,329.00	4,170.50	2,175.00	4,415.00	4,200.00
4706 · NSF Fee	800.44	46.00	46.00	138.00	46.00
4707 · Conservation Fee Income	3,859.65	4,043.02	1,695.65	3,936.00	4,500.00
4708 · Reconnect Fees	3,525.00	5,236.50	3,060.00	4,500.00	3,200.00
4709 · Credit Card Fees	2,772.00	3,335.25	2,658.50	3,700.00	3,700.00
4750 · Water Deposit	4,964.48	130.00	11,701.50		12,000.00
4751 · Sales Tax - Trash	0.00		4,650.00	12,000.00	6,975.00
4752 · Water / SewerTaps	00:00	18,160.00	1,458.00	1,500.00	3,100.00
4753 · Non Refund. Deposit Fee	1,790.00	2,541.00	8,588.35	00.00	8,500.00
4899 · Misc Income	21.74	1,360.54		Heart of the	
Total Income	440,878.48	457,985.42	258,926.15	464,136.00	496,251.00
Expense					
5140 · Bank Fees	453.60	263.32	220.72		225.00
5150 - Bond Payment	0.00		41,395.00	60,838.75	60,116.25
5151 · Bond Interest Expense	56,250.80	28,214.62			•
5152 · Penalties	151.88	141.80			
5715 - Computer		253.73	89.58	750.00	1,000.00
5180 - Council & Mayor Expense	00:00				
5190 · Depreciation Expense	93,991.39	93,953.00			
5229 · Finance Fee	4,543.60	4,409.12	3,439.85	3,700.00	3,700.00
5230 · Fuel Expense	00.00	3,738.28	3,951.27	7,500.00	4,000.00
5270 - Janitorial	287.50	225.25	115.06	196.44	200.00
5300 · Legal & Professional Fees	1,590.13		10,803.39	10,000.00	11,000.00

Engineering		4.903.75					25,000,00	
5310 · Maint. & Repair Equipment	280.00			535 58			535.00	
5320 - Maint. & Repair Office Equipment		205.66				100.00		
5325 · Miscellaneous Expense	2,069.76	795.90		2,200.00		250.00	2,500.00	
5340 · Office Supplies	261.57	603.31		313.29		550.00	200.00	
5370 · Payroll Expenses						122,079.51		
5372 · Health Insurance - TML	4,460.71	6,839.39						
5373 · Longevity Pay	480.00	240.00						
5374 · Medicare Expenses	2,204.44	1,236.03						
5375 · TMRS	4,121.61	937.66						
5376 · SS Expenses	7,649.30	5,285.16						
5377 · TWC Expenses	858.71	457.77						
5379 · Wages	126,474.93	84,885.31	#					
5370 · Payroll Expenses - Other	19,890.78			107,072.80	#	122,079.51	92,970.79	
Total 5370 · Payroll Expenses	166,140.48	99,881.32		107,072.80		122,079.51	92,970.79	
5378 · Uniforms	341.57	474.94		1,327.32		2,000.00	2,000.00	
5380 · Postage, Freight & Shipping	2,191.86	2,023.48		1,875.57	#		2,000.00	
5399 · Petty Cash	400.00							
5400 · Refund - Water Deposits	00:00			1,771.98			٠	
5450 · Returned Checks	942.99	67.80		428.23			200.00	
5510 · Sales Tax Expense (Trash)	0.00			5,230.28		6,784.40	6,975.00	
5520 · Savings	00.00							
5530 · Seminars - Training Courses	1,360.30	625.00		1,970.00		2,000.00	2,000.00	
5540 · Subscriptions, Dues & Permits	3,400.51	3,140.48		4,969.57		3,140.48	5,000.00	
5700 · Trash Pickup	80,855.66	68,344.81		55,341.43		83,111.76	89,280.00	
5710 · Travel/Mileage	1,560.00	457.97				200.00	200.00	
5720 · Utilities								
5721 · Electric Services	34,110.27	27,808.80		25,193.09		31,000.00	31,000.00	
5723 · Mobile Phones	30.19							
5725 · Pagers/2-Way Radios	365.34	388.75		297.92		392.28	392.28	
5726 · Telephone Services	3,323.21	2,483.58	#	2,257.80		3,200.00	3,870.48	
5800 · Water & Sewer					-			
5801 · W&S Maint & Repair	60,782.14	56,116.98		13,615.48		55,000.00	55,000.00	

5802 · W&S Parts & Equipment	41,765.41	49,146.22	25,606.29	25,000.00	29,000.00
5803 · W&S Testing/Samples	7,035.52	7,295.85	5,961.21	9,000.00	9,000.00
5804 · Vehicle Maint/Repairs	2,897.30	485.26	1,912.27	750.00	2,000.00
5805 · Water & Sewer - Chemicals	6,200.78	5,065.84	5,406.31	6,000.00	6,000.00
5809 · Water - Contract Labor	10,700.00	9,600.00	1,400.00	9,600.00	750.00
5811 · Water - Conservation	3,331.43	3,586.86	2,404.97	3,932.00	3,932.00
5800 · Water & Sewer - Other	0.00	17,284.60	# 5,830.00		6,000.00
5810 · Water Bill Expense	3,738.55	1,685.95	285.50	6,500.00	7,500.00
Postage					
Copier					
Water Bill Stock					
5906 · ANB Vac Tron Principal	00.00			6,500.00	
5990 · Uncategorized Expenses	00:00			6,500.00	
5901 · Loan - Skidsteer					6,500.00
Sewer Jet w/Trailer					6,000.00
5999 - Bad Debt Expense			4,524.23	200.00	3,500.00
6690 - Reconcilliation Discrepancies			2,489.14		2,500.00
4999 - Transfer from other funds		1,303.49	4,022.89	-3,500.00	4,025.00
Total Expense	598,861.89	493,672.23	345,164.02	460,875.62	480,246.80
Net Ordinary Income	-157,983.41	(35,686.81)	(82,214.98)	3,260.38	16,004.20

PROPOSED BUDGET #3 \$0.442420 (Effective Tax Rate) OCI 1, 16- Sep 30, '19		0.00	00:00	00.00	00.00	42,000.00	20,000.00	200,000.00		205,928.68	0.00	468,128.68		0.00	12,000.00	00.00	12,000.00	00'0	7,700.00		2,000.00	0.00	00.00	200.00	7,000.00	
PROPOSED BUDGET #2 \$0.4556926 (Effective Tax Rate + 3%) OCT 1, To- Sep 30, '19		0.00	00.00	00.00	00:00	42,000.00	20,000.00	200,000.00		212,104.63	00.00	474,304.63		00.00	12,000.00	00:00	12,000.00	00:00	7,700.00		2,000.00	0.00	00:00	200.00	7,000.00	
PROPOSED BUDGET #1 \$0.594114 (Rollback Tax Rate) OUT 1, T6 - SEP 30, '19		0.00	00.00	00.00	00.00	42,000.00	20,000.00	200,000.00		276,533.63	00.00	538,733.63		00:00	12,000.00	00:0	12,000.00	0.00	7,700.00		2,000.00	0.00	0.00	200.00	7,000.00	
Actual Expense FY 2017-2018 OCT1, 17 - July 13, '18		522.00	720.00	4.10	00.00	32,325.63	18,369.00	160,709.74		201,021.84	20,101.25	433,950.56		00:00	8,467.35	00:00	8,675.17	25.00			1,875.70	21.80	0.00	93.32	6,825.83	
Actual Expense FY 2016-2017 Oct 1, 16 - Sep 30, '17		330.00	0.00	1.70	166.75	33,238.20	11,793.94	96,422.62		184,184.59	7,762.84	333,900.64		100.00	12,031.79	00:0	12,747.20	221.50			2,894.90	7,962.64	255.50	358.85	75.00	
Actual Expense FY 2015-2016 Oct 1, 10 - Sep 30, 16		0.00	0.00	0.00	277.00	32,402.68	9,729.18	85,018.58		170,815.93	9,765.11	308,511.17		959.27	14,611.93	0.00	11,000.00	419.72			2,532.40	0.00	239.85	131.85	-174.58	
Ordinary Income/Expense	Income	4516 · Court Income 4515 · Copies & Faxes	4520 · Donation	4521 · Open Records	4522 · Notary	4525 · Franchise Tax Income	4570 · Permit & Inspection Fees	4580 · Sales Tax Income	4600 · Property Tax Income	4600 · Property Tax Income - Other	4899 · Misc Income	Total Income	Expense	5100 · Advertising	5110 · Ambulance Service	5120 · Amortization Expense	5130 - Animal Control Services	5140 · Bank Fees	Codification	5160 · Contract Labor	5161 · Code Enforcement	5160 · Contract Labor - Other	5170 · Copies	5180 · Council & Mayor Expense	5210 · Election Expense	5220 · Extermination Expense

5221 · Mosquito Spraying Expense	0.00	00.00	00.00	0.00	00.00	00'0
5230 · Fuel Expense - General	9,217.00	9,517.04	5,640.50	9,750.00	9,750.00	9,750.00
5236 · Court Expense	612.09	590.11	1,195.57	2,000.00	2,000.00	2,000.00
5237 · Court - Petty Cash		00.00	200:00	200.00	200.00	200.00
5238 · Court Payroll		1,000.00	3,000.00	3,500.00	3,500.00	3,500.00
5250 · Inspection Expense	8,992.68	2,417.47	5,781.15	6,000.00	6,000.00	6,000.00
Workers Comp thru TML				7,704.00	7,704.00	7,704.00
Liability				3,172.00	3,172.00	3,172.00
Auto				10,532.00	10,532.00	10,532.00
Property				4,902.00	4,902.00	4,902.00
5260 · Insurance -Liab/Comp/Prop	25,792.50	22,607.00	16,259.50	26,310.00	26,310.00	26,310.00
5270 · Janitorial General	672.64	1,089.72	1,033.05	1,200.00	1,200.00	1,200.00
5280 · Interest Expense	0.00	00:00	00.00	00.00	0.00	00.0
5281 - Penalties	1,336.71			00.00	0.00	00.00
5300 · Legal & Professional Fees	19,661.72					
5301 · Legal Notices/Publications		1,087.52	408.00	800.00	800.00	800.00
5300 · Legal & Professional Fees - Other		22,954.51	11,042.66	12,000.00	12,000.00	12,000.00
5305 · Storage Unit Rent		0.00	00.099	00.099	00.099	00.099
5310 · Maint. & Repair Equipment	6,762.92	3,393.22	3,668.09	3,800.00	3,800.00	3,800.00
5315 · Bldg Maintenance & Repair		1,158.60	5,747.53	2,000.00	2,000.00	2,000.00
5320 · Maint. & Repair Office Equ	00:00	00.00	0.00	0.00	00.00	00.00
5321 · Vehicle Maintenance & Repair		32.60	2,964.38	3,200.00	3,200.00	3,200.00
5325 · Miscellaneous Expense	5,465.80	4,339.10	8,557.54	3,000.00	3,000.00	3,000.00
5330 · Mowing Expense	5,158.12	3,130.10	1,173.44	2,500.00	2,500.00	2,500.00
5340 · Office Supplies						
5341 · Office Equipment	0.00	4,223.73	3,623.18	3,000.00	3,000.00	3,000.00
5342 · Office Expense - Cty & P. Works	00:00	232.04	69.88	00.00	00:00	00.00
5340 · Office Supplies - Other	2,952.23	3,244.53	534.41	1,200.00	1,200.00	1,200.00
5350 · Parts & Equipment Expense	4,779.57	2,830.21	889.97	2,000.00	2,000.00	2,000.00
Lawn Mower				8,000.00	8,000.00	8,000.00
5361 · Property Tax Expense	1,552.75	1,550.75	1,542.19	1,800.00	1,800.00	1,800.00
5370 · Payroll Expenses						
Total 5379 · Wages	57,821.73	105,985.29	85,726.89	224,796.20	224,796.20	224,796.20
5380 · Postage, Freight & Shipping	174.87	791.95	704.44	200.00	500.00	500.00

0.00	500.00	200.00	200.00		50,000.00	00'0	00:00	1,000.00	2,000.00	2,425.00	00.00			7,500.00	900.00		2,000.00	500.00		26,000.00		650.00	3,800.00			6,500.00	0.00	54,133.00	543,734.20	-75,605,52			75.00
0.00	500.00	200.00	200.00		50,000.00	0.00	0.00	1,000.00	2,000.00	2,425.00	00.00			7,500.00	900.00		2,000.00	200.00		26,000.00		650.00	3,800.00			6,500.00	00.00	54,133.00	543,734.20	-69,429.57			75.00
0.00	200.00	200.00	200.00		50,000.00	0.00	0.00	1,000.00	2,000.00	2,425.00	0.00			7,500.00	900.00		2,000.00	200.00		26,000.00		650.00	3,800.00			6,500.00	00.00	54,133.00	543,734.20	-5,000.57			75.00
908.58	922.95	0.00	222.00		29,000.00	0.00	0.00	665.17	1,665.31	981.51	0.00		0.00	3,956.68	882.20		3,506.51	519.26		22,769.71	908.60	605.45	3,524.84	00.00		3,459.12	23,627.28	0.00	337,372.64	96,577.92			64.35
0.00	167.98	00:00	00.00		00.00	0.00	40.00	470.20	3,209.89	1,010.50	00.00		00.00	6,305.48	278.53		1,207.21	5,373.72		24,033.06	4,425.01	794.82	6,793.91	00.00		00:00	4,897.96	0.00	351,009.78	-17,109.14			94.05
459.41	106.00	300.00	00.00		0.00	0.00	6,429.16	729.74	3,095.43	1,664.00	0.00		0.00	7,739.75	823.59		0.00	4,390.95		26,045.80	4,453.07	602.10	6,246.77	0.00		0.00	3,892.47	0.00	276,640.11	31,871.06			61.56
5385 · Mortgage	5390 · Filing Fees	5399 · Petty Cash	5450 · Returned Checks	5500 · Road Construction	5502 · Street Projects	5510 · Sales Tax Expense (Trash)	5512 · Vehicle Purchase	5530 · Seminars - Training Courses	5535 · Special Project	5540 · Subscriptions, Dues & Permits	5670 · Medical Expenses	5700 · Trash	5701 · Recycled Materials	5700 · Trash - Other	5710 · Travel/Mileage	5715 · Computer	5716 · Consulting Fees	5715 · Computer - Other	5720 · Utilities	5721 · Electric Services	5723 · Mobile -Mayor/Public Wrks/BRVFD	5724 · Natural Gas Services	5726 · Telephone Services General	5800 · Water & Sewer	5900 · Debt Service-Principal	5901 · Loan - Equipment (Skid Steer)	5902 · ANB Loan - City Hall Principal	5900 · Debt Service-Principal - Other	Total Expense	Net Ordinary Income	Other Income/Expense	Other Income	4210 · Earned Interest

Page 4

4998 · Other Financing Sources	4999 · Transfer from Other Funds	Total Other Income	Other Expense	6999 · Transfer to Other Funds	Total Other Expense	Net Other Income	Net Income
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00.00	64.35	6,789.82	6,789.82	-6,725.47	89,852.45
		1,303.49			-18,318.58
		0.00			31,932.62

CITY OF BLUE RIDGE

INFORMATION NEEDED FOR THE PUBLICATION OF THE NOTICE OF PROPOSED PROPERTY TAX RATE

The "Notice of Proposed Property Tax Rate" must be published at least seven days prior to the first Public Hearing.

Name of Entity:	City of Blue Ridge
Proposed Tax Rate:	M&O:
TOTAL TA	X RATE:
PUBLIC HEARING #	:
Date: 8/14/2018	Place: Blue Ridge Community Center
Time: <u>7:00 PM</u>	Address: 200 W Tilton
	Blue Ridge, TX 75424
Public Hearings must be at le	ast 3 days apart.
PUBLIC HEARING #	2:
Date: 8/28/2018	Place: Blue Ridge Community Center
Time: 7:00 PM	Address: 200 W Tilton
	Blue Ridge, TX 75424
MEETING TO VOTE:	
Date: 9/4/2018	
Office must receive a copy of September 19, 2018.	the Ordinance adopting the 2018 tax rate no later than Noon on
The Governing Body propos	es to use revenue attributable to the tax rate increase for the purpose of
operations of a municipality.	
	typed exactly as written above on the "Notice of Property Tax Rate" paper. Texas Local Govt. Code 140.010
Website Address you would	d like to appear on "Notice of Property Tax Rate":
	www.blueridgecity.com

CITY OF BLUE RIDGE

Sec. 26.05(d): A County or Municipality may not adopt a tax rate that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated until the Governing Body has held two Public Hearings on the proposed tax rate.

At the Public Hearings, the Governing Body shall announce the date, time and place of the meeting at which it will vote on the proposed tax rate.

Texas Local Govt. Code 140.010:

The "Notice of Proposed Property Tax Rate" must be published before September 1.

The "Notice of Proposed Property Tax Rate" must be posted on the city's website from the date the notice is first published until the city adopts the tax rate.

A county or municipility that proposes a property tax rate that exceeds the lower of the Effective Tax Rate or the Rollback Tax Rate shall provide the following on the "Notice of Proposed Property Tax Rate":

"The (Governing Body of the Taxing Unit) proposes to use the revenue attributable to the tax rate increase for the purpose of (description of purpose of increase)."

2017 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

ity of Blue Ridge

raxing Unit Name

200 S. Main Blue Ridge, TX 75424

Taxing Unit's Address, City, State, Zip

972-752-5791

Phone (area code and number)

Date: 07/24/2017 01:01 PM

www.blueridgecity.com

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the effective tax rate and rollback tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet for School Districts. Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Rollback Tax Rate Worksheet. This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: Effective Tax Rate (No New Taxes)

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.

The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.

Effective Tax Rate Activity	Amount/Rate
1. 2016 total taxable value. Enter the amount of 2016 taxable value on the 2016 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the cable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).	\$33,487,824
2. 2016 tax ceilings. Counties, cities and junior college districts. Enter 2016 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2016 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2016 adjusted taxable value. Subtract Line 2 from Line 1.	\$33,487,824
4. 2016 total adopted tax rate.	\$0.538648/\$100
 5. 2016 taxable value lost because court appeals of ARB decisions reduced 2016 appraised value. A. Original 2016 ARB Values. B. 2016 values resulting from final court decisions. 	\$0
C. 2016 value loss. Subtract B from A.3	\$0
6. 2016 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$33,487,824
7. 2016 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2016. Enter the 2016 value of property in deannexed territory. ⁴	\$0
8. 2016 taxable value lost because property first qualified for an exemption in 2017. Note that lowering the amount or percentage of an existing exemption does not create a new emption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	

	3
17. Total value of properties under protest or not included on certified appraisal roll. 12	
^. 2017 taxable value of properties under protest. The chief appraiser certifies a list of coperties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. 13	\$1,745,463
B. 2017 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. ¹⁴	\$0
C. Total value under protest or not certified: Add A and B.	\$1,745,463
18. 2017 tax ceilings. Counties, cities and junior colleges enter 2017 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2016 or a prior year for homeowners age 65 or older or disabled, use this step. 15	\$0
19. 2017 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$38,993,876
20. Total 2017 taxable value of properties in territory annexed after Jan. 1, 2016. raclude both real and personal property. Enter the 2017 value of property in territory inexed. 16	\$0
21. Total 2017 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2016. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2016, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2017. 17	\$1,487,582
22. Total adjustments to the 2017 taxable value. Add Lines 20 and 21.	\$1,487,582
23. 2017 adjusted taxable value. Subtract Line 22 from Line 19.	\$37,506,294
24. 2017 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. ¹⁸	\$0.478077/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type	

levies. The total is the 2017 county effective tax rate. 19

¹ Tex. Tax Code Section 26.012(14)	⁹ Tex. Tax Code Section 26.012(13)
² Tex. Tax Code Section 26.012(14)	¹⁰ Tex. Tax Code Section 26.012
³ Tex. Tax Code Section 26.012(13)	11 Tex. Tax Code Section 26.03(c)
⁴ Tex. Tax Code Section 26.012(15)	12Tex. Tax Code Section 26.01(c) and (d)
⁵ Tex. Tax Code Section 26.012(15)	¹³ Tex. Tax Code Section 26.01(c)
⁶ Tex. Tax Code Section 26.012(15)	¹⁴ Tex. Tax Code Section 26.01(d)
x. Tax Code Section 26.012(13)	¹⁵ Tex. Tax Code Section 26.012(6)

8Tex. Tax Code Section 26.03(c)

15Tex. Tax Code Section 26.012(6) 16Tex. Tax Code Section 26.012(17) BUDGET YEAR 2017-2018 RAISED TAX RATE effective (# 24) + 3%

2018 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

City of Blue Ridge

Taxing Unit Name

200 S. Main, Blue Ridge, TX 75424

Taxing Unit's Address, City, State, ZIP Code

Date: 07/20/2018 10:37 AM

972-752-5791

Phone (area code and number)

http://blueridgecity.com

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the effective tax rate and rollback tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet for School Districts.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Rollback Tax Rate Worksheet.

This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: Effective Tax Rate (No New Taxes)

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.

The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.

Effective Tax Rate Activity	Amount/Rate
1. 2017 total taxable value. Enter the amount of 2017 taxable value on the 2017 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).	\$39,291,965
2. 2017 tax ceilings. Counties, cities and junior college districts. Enter 2017 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2017 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2017 adjusted taxable value. Subtract Line 2 from Line 1.	\$39,291,965
4. 2017 total adopted tax rate.	\$0.508077/\$100
 5. 2017 taxable value lost because court appeals of ARB decisions reduced 2017 appraised value. A. Original 2017 ARB Values. B. 2017 values resulting from final court decisions. C. 2017 value loss. Subtract B from A.³ 	\$0 \$0 \$0
6. 2017 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$39,291,965
7. 2017 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2017. Enter the 2017 value of property in deannexed territory. ⁴	\$0
8. 2017 taxable value lost because property first qualified for an exemption in 2018.	

by a taxing unit in a tax increment financing zone for which the 2018 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹	
E. Total 2018 value. Add A and B, then subtract C and D.	\$45,741,982
17. Total value of properties under protest or not included on certified appraisal roll. 12	
A. 2018 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. 13	\$803,569
B. 2018 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. 14	\$0
C. Total value under protest or not certified: Add A and B.	\$803,569
18. 2018 tax ceilings. Counties, cities and junior colleges enter 2018 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2017 or a prior year for homeowners age 65 or older or disabled, use this step. 15	\$0
19. 2018 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$46,545,551
20. Total 2018 taxable value of properties in territory annexed after Jan. 1, 2017. Include both real and personal property. Enter the 2018 value of property in territory annexed. ¹⁶	\$0
21. Total 2018 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2017. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2017, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2018. 17	\$1,556,244
22. Total adjustments to the 2018 taxable value. Add Lines 20 and 21.	\$1,556,244
23. 2018 adjusted taxable value. Subtract Line 22 from Line 19.	\$44,989,307
24. 2018 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100.18	\$0.442420/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2018 county effective tax rate. 19	

¹Tex. Tax Code Section 26.012(14) ²Tex. Tax Code Section 26.012(14) ³Tex. Tax Code Section 26.012(13) ⁴Tex. Tax Code Section 26.012(15)

⁹Tex. Tax Code Section 26.012(13)
¹⁰Tex. Tax Code Section 26.012
¹¹Tex. Tax Code Section 26.03(c)
¹²Tex. Tax Code Section 26.01(c) and (d)

Animal Control Report through Collin County Animal Services

			CCAS	CCAS		
Resident	Date	Time	Notified	Responded	Issue	Picked-up/Notes
May-18						
				12:23		
Cogdill/411 W FM 545	5/8/2018	11:49	11:52	11:52 Voicemail	Dead cat being picked apart by buzzard	P/U after 2:26
						still out at 5:12pm I saw
						them on my way home
					Black Dog & Large spotted dog 102 S	climbing on the blue pipes
Dickson/405 W FM 545	5/23/2018	9:52	9:52	9:52 1:15pm Sally	Church	in his yard
Bowhay/209 School	5/24/2018	7:55	7:57	7:57 8:50 Sally	2 Puppies brought to City Hall	9:36 at City Hall-P/U
					Black Dog & Large spotted dog 102 S	
Dickson/405 W FM 545	5/24/2018	8:28	8:29	8:29 8:50 Sally	Church	
Jun-18						
						Still out 6/2/18 Edie & I
						both saw them at
Dickson/405 W FM 545	6/1/2018	8:05	8:33	8:33 9:16 Sally	2 Black Dogs 102 S Church	different times
Terry/215 E Lamm	6/1/2018	8:30	8:33	8:33 9:16 Sally	Pot Belly Pig running loose	
						they do not trap cats,
						homeonwers responsible
						to trap and bring to Collin
						County, they won't even
Downing/208 N Main	6/13/2018	8:12	8:14	8:14 9:40 Sally	Ferrell Cat with kittens	come out to pick them up

here they can't find the dog, someone needs to capture it and they'll come pick it up, no one at the residency has a DL so they can't issue a ticket (they were issued a ticket before, The BR Municipal by, attempted to Court has the the DL on nt to Mr. Dickson's file, from previous Animal nymore, so I drove Control ticket) they will the dog, there was send a supervisor this time.		Sally called back, the Deputy had reported it to trailer, them, they picked up ge on recorder. animals.	Cindy called back CCAS does not supply traps to trap armadillos Customer will need to perform the service herself. When I told her it was part of the ices, keeping them agreement she said to call Misty Brown.
Black Dog on his property, attempted to bite Mr. Anderson, I went to Mr. Dickson's the dog was not there anymore, so I drove around and did not see the dog, there was 2 cars at 102 S Church.		Puppies no food or water under trailer, Sheriff left voice message on recorder.	Armadillo issue, it is aggervating her & the dogs, it is being a nusiances, keeping them up all hours of the night
10:03 10:34 Sally		8:41 9:12 Sally	8:45 10:32 Cindy
10:03		8:41	8:45
10:01		8:31	8:44
6/14/2018		7/6/2018	7/9/2018
Dickson/405 W FM 545	Jul-18	CCSO/ 105 Pruett	1194 N Bus Hwy 78/Risk

				They do not know exactly Puppies running around at City Hall, Tonya where their officer is but caught them, put them in the back of her	They do not know exactly where their officer is but they will get him out here
200 S Main/Edie	7/11/2018	10:01	10:07 10:13 Sally	truck, so they didn't get ran over.	as quickly as possible.
				Called Sally about the puppies, I need to	11:31 CCAS picked up the
				know where the driver is, the puppies are puppies. 11:33, I called	puppies. 11:33, I called
				still in the back of my truck, my dogs will kill Sally back to let her know	Sally back to let her know
200 S Main/Tonya	7/11/2018	11:23	11:23	them if I have to take them home.	he had them.