Lewisville City Council

The agenda and backup items follow in one continuous document. However, to view documents individually, click on the bookmark tab at the left of the screen. A list of all documents contained in the packet should appear in a screen to the left. If it does not, click on the "Show/Hide Navigation Pane" button in the toolbar at the top of the page.

Click on the item you would like to view, and it will appear in the window to the right.

A G E N D A

LEWISVILLE CITY COUNCIL MEETING
JULY 17, 2017

LEWISVILLE CITY HALL
151 WEST CHURCH STREET
LEWISVILLE, TEXAS 75057

WORKSHOP SESSION - 6:00 P.M.

REGULAR SESSION – 7:00 P.M.

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 6:00 P.M.

A. Presentation and Discussion on Proposed Unified Sign Area Regulations

B. Economic Development Report

C. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION – 7:00 P.M.

A. **INVOCATION:** Councilman Ferguson

B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Mayor Durham

PRESENTATION: Certificates of Appointment and Oaths-of-Offices to Reappointed and Newly Appointed Members of the City's Boards/Commissions/ Committees.

C. **PUBLIC HEARING: Consideration of Public Input on the Draft Community Development Block Grant 2017-2022 Consolidated Plan, and 2017 Annual Action Plan.**

ADMINISTRATIVE COMMENTS:

A Consolidated Plan (Con Plan) for Housing and Community Development must be submitted every three to five years to the U.S. Dept. of Housing and Urban Development (HUD) as requirement to receive Community Development Block Grant (CDBG) funds. The Con Plan outlines priorities and goals for the CDBG program for the next five years. It also incorporates goals from the Assessment of Fair Housing that was submitted to HUD earlier this year. Additionally, an Annual Action Plan must be submitted to receive $604,261 in CDBG funds for FY 2017-2018. The Plans were developed with citizen input including surveys and public meetings. This process continues with this public hearing and further comments may be accepted during a 30-day public comment period ending July 24. The CDBG Advisory Committee reviewed proposals submitted by non-profit agencies and City departments. They recommended a draft budget for the Action Plan on July 11, 2017 by a vote of 6 to 0, and will consider a recommendation for adoption of the plans at their regular July 18, 2017 meeting. The plans must be submitted to HUD by August 16, 2017.

RECOMMENDATION:

That the City Council hold the public hearing and consider public input prior to adoption of the plans at its next meeting on August 7, 2017.

D. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

E. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.

1. **APPROVAL OF MINUTES: City Council Minutes of the June 19, 2017, Workshop Session and Regular Session.**

2. **Approval of an Award for Enhanced Bill Payment Option Services to Paymentus Corporation, Charlotte, North Carolina; and Authorization for the City Manager to Execute the Contract.**

ADMINISTRATIVE COMMENTS:

A total of twenty-eight (28) request for proposals were downloaded from Bidsync.com. Seven (7) proposals were received and opened on February 2, 2017. The services offered provide an enhanced electronic payment platform that utilizes real-time processing integrated with the City's utility software program. The term of the contract is five (5) years, with options to extend for up to three (3) additional one-year extensions. Funding is available in the Utility Billing and Cashiering division of the Finance department FY17 budget.

RECOMMENDATION:

That the City Council approve the award as set forth in the caption above.

3. Approval of an Interlocal Agreement Between the City of Lewisville and the Lewisville Independent School District for the School Resource Officer Program; and Authorization for the City Manager to Execute the Agreement.

ADMINISTRATIVE COMMENTS:

This agreement authorizes and modifies an existing agreement to allow the Chief of Police and the Superintendant of Schools to make school assignments upon mutual agreement. There are six School Resource Officers assigned to work at LISD's middle school and high school campuses.

RECOMMENDATION:

That the City Council approve the Interlocal Agreement as set forth in the caption above.

4. Approval of Temporary Street Closure on a Portion of Church Street in Connection with Weekly Farmers Market.

ADMINISTRATIVE COMMENTS:

The weekly Farmers Market in Old Town moved from the City Hall East Parking Lot to Church Street during the Sounds of Lewisville concerts in June and July. This location has allowed more space for vendors and increased visibility. Staff is requesting approval to leave the market on Church Street through October. This will require closing Church Street, between Mill and Charles, from approximately 2 p.m. to 9 p.m. on market days.

RECOMMENDATION:

That Council approve the temporary street closure described in the caption above.

5. Approve a Resolution of the City Council of the City of Lewisville, Texas, Calling a Public Hearing for the Levy of Assessments for Authorized Improvements in the Lewisville Castle Hills Public Improvement District No. 6; Setting a Date for Public Hearing; Authorizing the Publication of Notice; and Enacting Other Provisions Relating Thereto.

ADMINISTRATIVE COMMENTS:

Lewisville Castle Hills Public Improvement District No. 6 was created by City Council on May 6, 2013. The original Service and Assesment Plan and Assessment Roll associated with this District was approved on August 18, 2014 and provided for the levying of assessments for funding of infrastructure improvements. An election on November 3, 2015 was held and the District's existing property owners approved a new Joint Utility Contract and Joint Road Contract which requires a new assessment to be apportioned to finance additional infrastructure improvements. An amended Service and Assessment Plan and Assessment Roll has been created to include this new amended levy. The next step of this process is to approve a resolution calling for a public hearing.

RECOMMENDATION:

That the City Council consider approval of the resolution as stated in the caption above.

F. **REGULAR HEARINGS:**

6. Consideration of an Ordinance Approving the Amended and Restated 2016 Joint Utility Contract Between the City of Lewisville, Texas, Denton County Fresh Water Supply District No. 1-A and Denton County Fresh Water Supply District No. 1-F (The "Amended Joint Utility Contract") Providing For Severability; Providing a Repealer; Providing an Effective Date; and Declaring an Emergency.

ADMINISTRATIVE COMMENTS:

A Joint Utility Contract has been authorized, executed and implemented in accordance with the provisions of Chapters 49, 51, and 53 of the Texas Water Code between Denton County Fresh Water Supply District 1-A, 1-F and the City of Lewisville. The City approved the current contract on January 7, 2008 in order to implement the provisions of the Castle Hills Public Improvement District No. 4 Service and Assessment Plan and proceed with the financing of infrastructure improvements within the District. An election was held within the District on November 16, 2016 and approval was given for an Amended Joint Utility Contract and increased authorization for the issuance of refunding bonds.

RECOMMENDATION:

That the City Council consider approval of the ordinance as set forth in the caption above.

7. Consideration of an Ordinance Updating the Assessment/Service Plan and Assessment Roll for Lewisville Castle Hills Public Improvement District No. 4; Providing a Repealer; Providing For Severability; Providing an Effective Date; and Declaring an Emergency.

ADMINISTRATIVE COMMENTS:

City Council approved a resolution on April 2, 2007 authorizing the creation of Lewisville Castle Hills Public Improvement District (PID) No. 4. On May 21, 2007, a Service and Assessment Plan and Assessment Roll was adopted. On May 19, 2014 a public hearing was held and an amended and supplemental plan was adopted for development changes due to lots being subdivided into different sizes that had not originally been anticipated in the original Service and Assessment Plan. This item is an update to the 2014 plan and identifies public improvement costs to be provided by the PID along with related information concerning the current outstanding assessments and indebtedness.

RECOMMENDATION:

That the City Council consider approval of the ordinance as stated in the caption above.

8. Consideration of an Ordinance Authorizing the Issuance of Not To Exceed $13,580,000 City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2017 Refunding Bonds") in Accordance With the Terms of a Fourth Supplemental Trust Agreement; Authorizing the Defeasance and Refunding of $[Refunded Par Amount] City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2008 Bonds" or the "Refunded Bonds"); Approving and Authorizing the Execution of the Fourth Supplemental Trust Agreement; Authorizing a Final Offering Statement Pertaining to the Issuance of the Series 2017 Refunding Bonds; Delegating Authority to Authorized Officials to Finalize Certain Sale Terms Relating to the Series 2017 Refunding Bonds; Finalize an Escrow Agreement and Finalize a Bond Purchase Agreement; Providing a Repealer, Severability, and an Effective Date; and Containing Other Matters Related to the Series 2017 Refunding Bonds.

ADMINISTRATIVE COMMENTS:

Denton County Fresh Water Supply District No 1-F has requested the City to authorize and approve the issuance of up to $13,580,000 of said bonds above for the purpose of refunding a portion of the 2008 Contract Revenue and Special Assessment Bonds and pay certain costs incurred in connection with the issuance of the bonds.

RECOMMENDATION:

That the City Council consider approval of the ordinance as set forth in the caption above.

PRESENTATION: - Ross Martin, Kelly Hart and Hallman LLP

9. Consideration of an Ordinance Updating the Assessment/Service Plan and Assessment Roll for Lewisville Castle Hills Public Improvement District No. 6; Providing a Repealer; Providing For Severability; Providing an Effective Date; and Declaring an Emergency.

ADMINISTRATIVE COMMENTS:

City Council approved a resolution on May 6, 2013 authorizing the creation of Lewisville Castle Hills Public Improvement District (PID) No. 6. On August 18, 2014, a Service and Assessment Plan and Assessment Roll was adopted. This item is an update to the plan and identifies public improvement costs to be provided by the PID along with related information concerning the indebtedness to be incurred and the current outstanding assessments and indebtedness.

RECOMMENDATION:

That the City Council consider approval of the ordinance as stated in the caption above.

10. Consideration of an Ordinance Authorizing the Issuance of $7,690,000 City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Series 2017 Utility Bonds") in Accordance With the Terms of That Certain Master Trust Agreement and Second Supplemental Trust Agreement; Approving and Authorizing the Execution of the Second Supplemental Trust Agreement; Authorizing a Final Limited Offering Memorandum Pertaining to the Issuance of the Series 2017 Utility Bonds; Approving a Bond Placement Agreement; Providing a Repealer, Severability, and an Effective Date; and Containing Other Matters Related to the Series 2017 Utility Bonds.

ADMINISTRATIVE COMMENTS:

Denton County Fresh Water Supply District No 1-H has requested the City to authorize and approve the issuance of up to $7,690,000 of said bonds above for the purpose of acquiring certain water, sewer, and drainage facilities and to pay certain costs incurred in connection with the issuance of the bonds.

RECOMMENDATION:

That the City Council consider approval of the ordinance as set forth in the caption above.

PRESENTATION: - Ross Martin, Kelly Hart and Hallman LLP

11. Consideration of an Ordinance Authorizing the Issuance of $15,310,000 City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Series 2017 Road Bonds") in Accordance With the Terms of That Certain Master Trust Agreement and Second Supplemental Trust Agreement; Approving and Authorizing the Execution of the Second Supplemental Trust Agreement; Authorizing a Final Limited Offering Memorandum Pertaining to the Issuance of the Series 2017 Road Bonds; Approving a Bond Placement Agreement; Providing a Repealer, Severability, and an Effective Date; and Containing Other Matters Related to the Series 2017 Road Bonds.

ADMINISTRATIVE COMMENTS:

Denton County Fresh Water Supply District No 1-H has requested the City to authorize and approve the issuance of up to $15,310,000 of said bonds above for the purpose of acquiring and constructing certain streets and roads and to pay certain costs incurred in connection with the issuance of the bonds.

RECOMMENDATION:

That the City Council consider approval of the ordinance as set forth in the caption above.

PRESENTATION: - Ross Martin, Kelly Hart and Hallman LLP

12. Consideration of Three Variances to the 1996 Castle Hills Agreement Related to a Proposed Single-Family Residence at 1001 Excalibur Boulevard, as Requested by Jojy Koshy, President of Atrium Construction.

ADMINISTRATIVE COMMENTS:

The 0.55-acre property is located in the Castle Hills Extraterritorial Jurisdiction (ETJ). Atrium Construction, the builder, is requesting the following variances: a) to allow the single-family residence to encroach approximately five feet into the required 25-foot front setback, b) to allow lot coverage to exceed 40%, and c) to allow the building height to exceed the 35-foot maximum. The subject property is a corner lot impacted by the street curvature on the northeastern portion of the lot creating an irregular lot shape.

RECOMMENDATION:

That the City Council approve the three requested variances as set forth in the caption above.

AVAILABLE FOR QUESTIONS: - Richard E. Luedke, Planning Director
- Jojy Koshy, Atrium Construction

13. Consideration of an Ordinance, Amending Chapter 6, Land Development Regulations, Article Six of the Lewisville City Code by Adding Section 6-184 to Provide for a Unified Sign Area.

ADMINISTRATIVE COMMENTS:

This ordinance allows the creation of a unified sign area for multi-lot properties and is aimed at creating identification signage for business parks and commercial properties. This will allow more flexibility in the size and number of signs based on the area of the property and will allow design and architectural creativity to identify larger business parks in Lewisville.

RECOMMENDATION:

That the City Council approve the ordinance as set forth in the caption above.

AVAILABLE FOR QUESTIONS: - Claire Swann, Assistant City Manager

14. Consideration of Changing the Name of the Lewisville Animal Shelter & Adoption Center to Gene Carey Animal Shelter & Adoption Center as Requested by Councilman TJ Gilmore.

ADMINISTRATIVE COMMENTS:

Gene Carey was elected to City Council in 1993 and served as Mayor from 2000 to 2009, the longest-serving mayor in Lewisville history. He also served on the Animal Services Advisory Committee and was instrumental in planning for the new animal shelter and adoption center, which opened in 2012. Mayor Carey died in 2016; this proposed name change would honor his contributions to the community.

RECOMMENDATION:

That the City Council consider changing the name of the Lewisville Animal Shelter & Adoption Center as set forth in the caption above.

15. Consideration of an Ordinance Ordering a Charter Amendment Election to be Held on Tuesday, November 7, 2017, for the Purpose of Considering Propositions for Changes to the Lewisville City Charter.

ADMINISTRATIVE COMMENTS:

Per City Council direction the proposed ordinance is being submitted to call a Charter Amendment Election for November 7, 2017. Per the Texas Election Code, the election must be ordered by August 21, 2017 (at least 78 days prior to the election date). In an effort to have ample time to educate the public on the propositions, it is recommended that this election be called at this meeting.

RECOMMENDATION:

That the City Council consider calling the election for the November uniform election date and adopt the proposed ordinance.

G. **REPORTS**: Reports about items of community interest regarding which no action will be taken.

- Second Quarter 2017 Boards/Commissions/Committees Attendance Reports
- 2017 Health Fund Report

H. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,

1. Section 551.072 (Real Estate): Property Acquisition

2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations

I. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.

J. **ADJOURNMENT**

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

Unified Sign Area Regulations

CONSIDERING MULTIPLE LOTS AS ONE WHEN INTERPRETING SIGN REGULATIONS

JULY 17, 2017

475 TX-121
Lewisville, Texas
Street View - Nov 2016
MacArthur Blvd
Club Ridge Dr
Sam Rayburn Tollway (Toll road)
Forest Hill Dr
SOLA SALONS
Google
Image capture: Nov 2016
© 2017 Google
United States
Terms
Report a problem
Search the web and Windows
3:53 PM
7/11/2017

Best possible location
for pole sign with 30' high
X
121
Sam Rayburn Tollway (Toll road)

Similar projects

Lakeland Plaza Shopping Center – September 12, 1988 (no restrictions)

Garden Park Shopping Center – May 1, 1995 (with restrictions)

Kohl’s Department Store onto Lowe’s Property – February 1996 (restriction on Kohl’s property).

Sign Coordination Plan

- A site plan drawn to scale showing the location of existing and proposed signs on the property proposed area and, if required by staff, on adjacent properties.
- Elevations of all signs within the proposed area, illustrating the materials of construction, colors, lighting, fonts of letters and dimensions of the signs. If the sign to be attached to a building, the elevation shall be a composite of the sign and the building.
- Elevations depicting the size of the signs in relation to the size of the buildings within the development.
- Letters from all property owners within the proposed area, requesting the creation of the unified sign area.
- Any other information the Building Official, or his designee, deems necessary to illustrate the consistency and uniformity of the signs.

Approval Process

The Building Official, or his designee, shall review the sign coordination plan and shall approve the creation of the unified sign area only if the sign coordination plan meets the following criteria:

(1) No parcels or lots shall already be included in another unified sign area.

(2) All parcels shall be contiguous and development on said parcels must be united through common building architecture, building color, building materials, landscaping, access, and parking.

(3) All proposed signs shall be constructed of materials and designed to complement the buildings located within the proposed area. For purposes of these regulations, EIFS shall not be an approved material.

(4) Except for Business Park Entry signs, all freestanding signs in the unified sign area shall be low profile monument signs. In addition to the other applicable regulations related to low profile monument signs, in a unified sign area, low profile monument signs may have up to 60 square feet in area and shall have a minimum one (1) foot masonry border around the sign, although a sign constructed entirely of masonry materials shall satisfy the border requirement.

Business Park Entry Signs

For Business Park Entry signs, the following shall control within a unified sign area:

- Maximum area is 60 square feet plus an additional 12 square feet for each five acres that exceed 20 acres. In no circumstance, shall a Business Park Entry sign exceed 168 square feet in area.
- For signs that are a maximum of 60 square feet, the setbacks shall be three (3) feet from any property line. For larger signs, the setback shall be ten (10) feet from any property line.
- Maximum height is 10 feet, but staff may allow exceptions for architectural embellishments and creativity.
- Maximum number of Business Park Entry signs shall be three (3) per business park unified sign area, plus an additional sign for each five acres that exceed 20 acres. But in no circumstance shall the number of Business Park Entry signs exceed seven (7).

Questions?

ECONOMIC DEVELOPMENT UPDATE

NIKA REINECKE, *DIRECTOR OF ECONOMIC DEVELOPMENT*
PRIT PATEL, *ECONOMIC DEVELOPMENT COORDINATOR*
CHRISTINA WILLIAMS, *ECONOMIC DEVELOPMENT ANALYST*

JULY. 2017

NEW ECONOMIC DEVELOPMENT ITEMS

1

ECONOMIC DEVELOPMENT WEBSITE

2

NEW MARKETING MATERIALS:

TRI-FOLD &

RACK CARD

3

ANNUAL REPORT

4

ECONOMIC GROWTH REPORT

LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

PROFILE | PROPERTIES & DEVELOPMENT | OLD TOWN | INCENTIVES | SPECIAL INITIATIVES | CITY EVENTS | MEDIA

ECONOMIC DEVELOPMENT WEBSITE

- REVAMPED
- RESPONSIVE WEBSITE
- COMMERCIAL REAL ESTATE SEARCH TOOL
- LONG RANGE PLANS AND INITIATIVES
- LINKS TO RELATED CITY DEPARTMENTS
- HIGHLIGHT OF COMPANIES IN LEWISVILLE
- OLD TOWN
- NEWS ARTICLES
- CITY EVENTS
- REPORTS
- MAP ROOM
- PHOTO GALLERY

THE BENEFITS OF ECONOMIC PARTNERSHIP

WEBSITE ANALYTICS

01

Lewisville Economic Development website had over 3000 page views and 1,200 unique sessions in the first 3 months after launch

02

Site usage statistics show that the number of returning visitors has grown 30% over the same period last year. This is an indication of the success of the improved style, navigation, content, and layout of the new site.

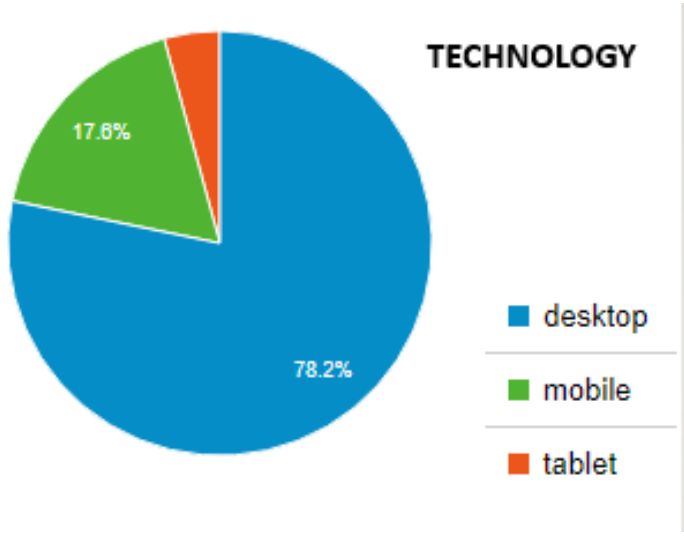
03

Session duration (how long the average user spends on the site) is up over 50% from the same period last year.

- ED Suite, website developer

WEBSITE ANALYTICS

TOP PAGE VIEWS	EXIT PAGE VIEWS
OLD TOWN	OLD TOWN
TOP EMPLOYERS	TOP EMPLOYERS
MAP ROOM	MAP ROOM
LEWISVILLE COMPANIES	NEWS ARTICLES
NEWS ARTICLES	LEWISVILLE NEWS
DEMOGRAPHICS	DEVELOPMENT ACTIVITY REPORT
INCENTIVES	PROPERTY SEARCH TOOL



	2,353 % of Total: 100.00% (2,353)	2,353 % of Total: 100.00% (2,353)
Dallas-Ft. Worth TX	1,494	63.49%
(not set)	211	8.97%
New York NY	88	3.74%
Austin TX	59	2.51%
Tyler-Longview(Lufkin & Nacogdoches) TX	52	2.21%
Chicago IL	43	1.83%
Hartford & New Haven CT	37	1.57%
Houston TX	33	1.40%
Washington DC (Hagerstown MD)	24	1.02%
San Antonio TX	22	0.93%

MARCH -JUNE 2017	
SESSIONS	2,353
USERS	1,754
AVERAGE DURATION ON WEBSITE	2:26 MINUTES
PAGEVIEWS	6,163

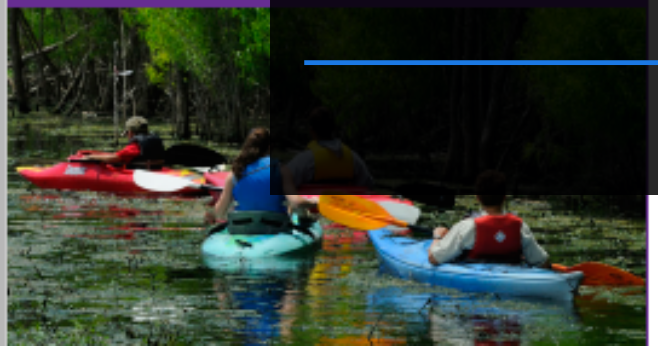
For over 150 years people have flocked to Lewisville to grow businesses and settle down with their families. You don't get roots this deep without a vision for the future.

With the Lewisville 2025 plan, we're continuing to build on what makes our community great. Visit our website to see the full vision.

2025 PLAN

THE LEWISVILLE INITIATIVES

- GREEN CENTERPIECE
- EXTENDING THE GREEN
- OLD TOWN
- THRIVING NEIGHBORHOODS
- NEW NEIGHBORHOOD CHOICES
- EMPLOYMENT CENTERS
- MARKETING AND COMMUNICATIONS
- SUSTAINABILITY



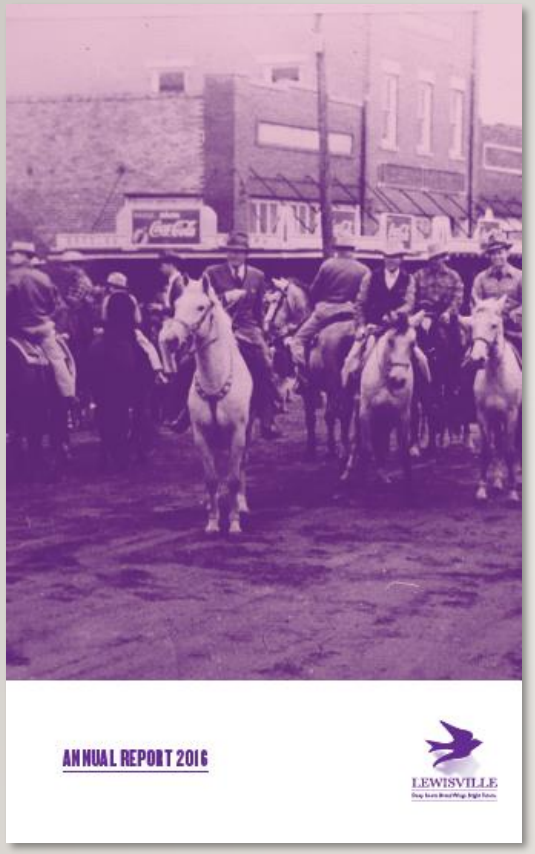
NEW MARKETING MATERIAL

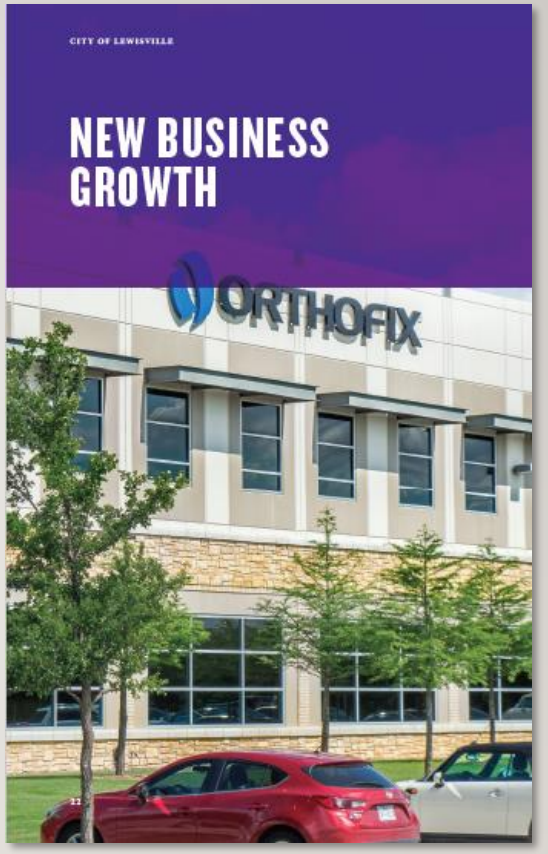
TRI-FOLD

NEW MARKETING MATERIAL

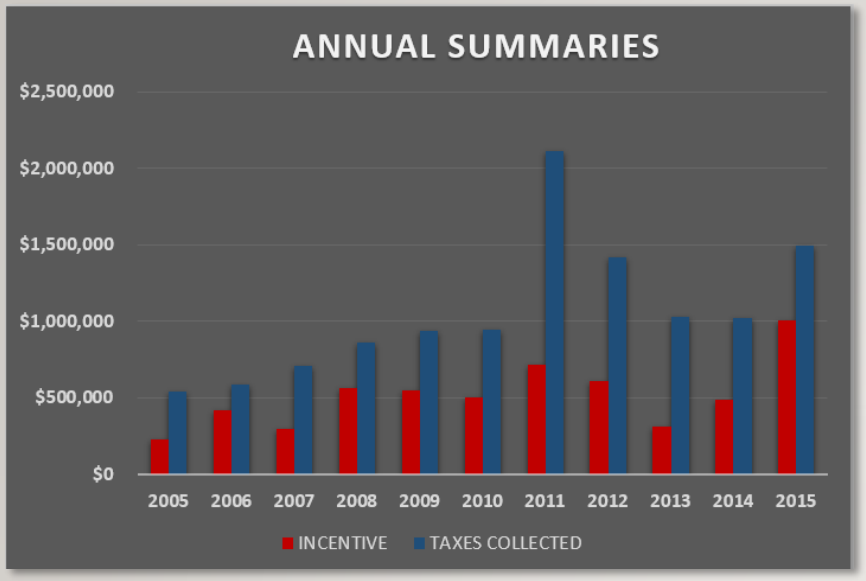
RACK CARD

FOLDERS

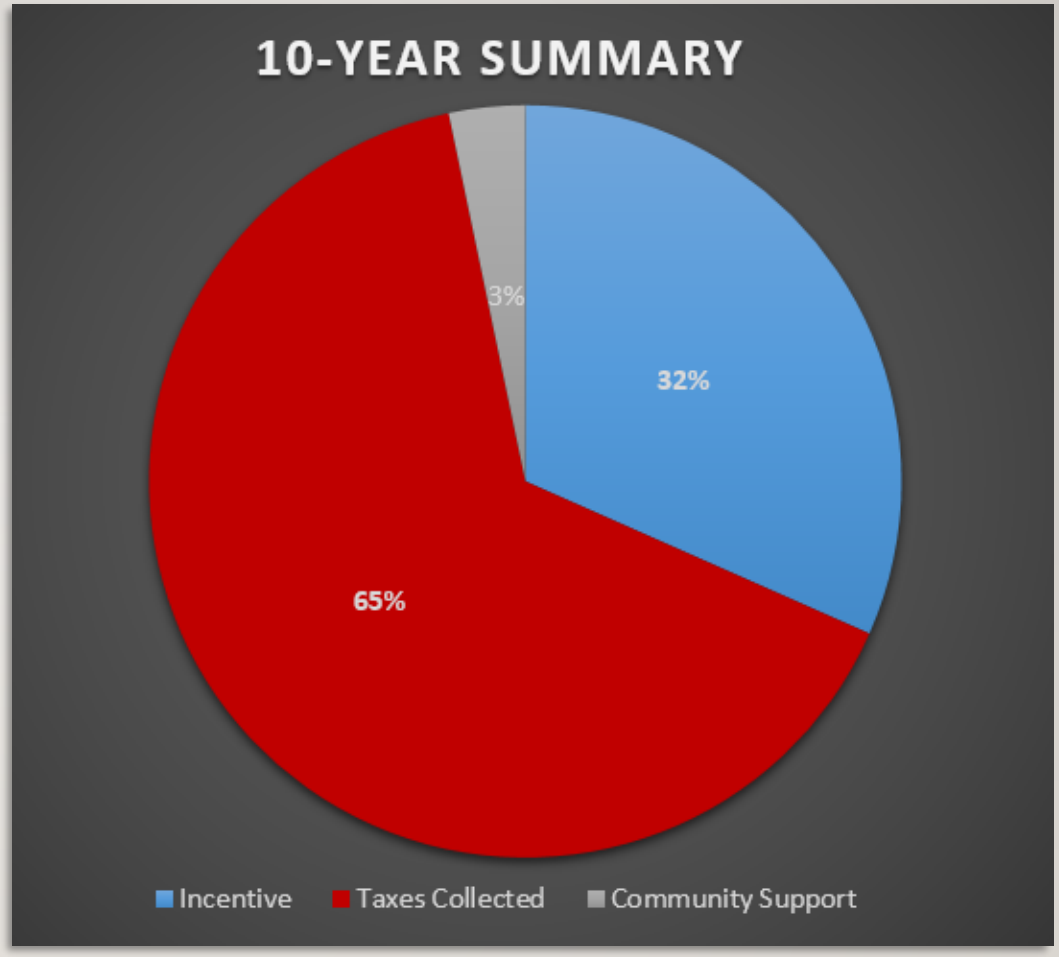




2016 ANNUAL REPORT



2005-2015 OVERVIEW	
INCENTIVES GIVEN	$5,656,025
TAXES COLLECTED	$11,639,533
CASH CONTRIBUTIONS/ COMMUNITY SUPPORT	$585,000



ECONOMIC GROWTH REPORT, 2005-2015

2017 ECONOMIC DEVELOPMENT UPDATE

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Claire Swann, Assistant City Manager

DATE: July 6, 2017

SUBJECT: **Public Hearing: Consideration of Public Input on the Draft Community Development Block Grant 2017-2022 Consolidated Plan, and 2017 Annual Action Plan.**

BACKGROUND

A Public Hearing must be conducted before approval of the 2017-2022 Consolidated Plan for Housing and Community Development (Con Plan), the 2017 Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program. Any comments made will receive consideration before final approval of the plan on August 7, 2017. Each year the City must submit an Annual Action Plan (AAP) proposing to spend CDBG funds on priorities identified in Con Plan. This strategic planning document is due to the Department of Housing and Urban Development (HUD) every three to five years. A new Con Plan has been developed with the assistance of a project consultant, Western Economic Services, and is due this year to replace the 2012 Con Plan. The CDBG draft budget that allocates funds to various eligible projects is set forth in the Action Plan. This year's CDBG allocation from HUD will be $604,261. An additional $57,000 in balances from prior years was made available for allocation in the AAP.

Public participation included a public hearing with the CDBG Advisory Committee in November 2016, surveys, a public meeting on May 23, and a 30-day public comment period on the draft documents from June 24 to July 24, 2017 that includes this public hearing. HUD requires the City to consider all public comments. Those received prior to publishing the draft documents were accepted and are included in the plan. No public comments have been received to-date through the public comment period. The Con Plan and AAP must be submitted to HUD by August 15, 2017.

ANALYSIS

Consolidated Plan

The 2017-2022 Consolidated Plan is required by HUD and is the primary planning document guiding the use of federal funds for housing and community development. In addition to economic and demographic information about Lewisville, it includes discussions on Housing Needs, Community Development Needs, Homeless Needs, Anti-Poverty Strategy and Geographic Distribution and Targeting. The Con Plan then identifies goals and priorities in a format prescribed by HUD. For the first time, it also must include goals stemming from the Assessment of Fair Housing.

Annual Action Plan and City Social Service Agency Fund

The 2017-2018 Annual Action Plan (AAP) fulfills HUD requirements in order to receive and use CDBG entitlement grant funds for housing, community development and social service projects. The AAP has been developed concurrently with the new five-year Con Plan. The draft budget below includes City Social Service Agency Fund recommendations for non-profit service providers. The CDBG Advisory Committee scored, ranked and considered seventeen proposals for category II social service funding making their allocations at a meeting on April 18, 2017 and revisited them one more time on June 20 following HUD's release of the City's funding allocation which included an increase of just under one percent. The committee selected category I 'brick and mortar' projects for the draft budget on June 20. They met again on July 11 and voted 6 to 0 to recommend a final draft budget to council.

It is important to note that the CDBG advisory committee did not recommend funding the Youth & Family Counseling First Offenders Program under their proposed budget. This is because the program will already be funded elsewhere if approved by City Council under their proposed base budget. Our police department has an existing contract with Youth & Family Counseling, where the agency provides first offender counseling to individuals referred to them by our police department. Because we have this existing contract, the City Manager is proposing paying for this service through that contract rather than through the City's social service fund. This frees up additional funds that the advisory committee was able to reallocate between the Boys & Girls Club, Camp Summit, Catholic Charities, and Giving Hope, Inc.

The City Manager will also be proposing the same type of funding by agreement with the Children's Advocacy Center of Denton County "CACDC". But here, the CDBG advisory committee maintained social service funding for the CACDC in addition to what the City Manager proposes paying for the services offered by agreement. This is because CACDC provides additional services to our community above and beyond the direct "basic services" provided under the agreement. Please see Chief Kerbow's memorandum for an explanation of the identified "basic services."

The City Fund budget presented below is not a required part of the Annual Action Plan but was developed simultaneously and was scored and ranked together with CDBG proposals. Many proposals could qualify out of either source of funding. They are attached here for Council's review prior to inclusion in the FY 2018 preliminary city budget.

The recommended 2017 Action Plan draft budget from the CDBG Advisory committee:

Sources of Funds		
CDBG prior year balances		$57,000
CDBG 2017-18 allocation		$604,261
City Social Service Agency Fund (target budget)		$170,000
	Total	**$831,261**
Housing & Community Development Projects		
Lewisville Housing Rehab Program (LHRP)		$196,000
Utility Line Replacement-Morningside Sewer Line Replacement		$231,725
Unfunded- Contingency		$22,045

	Total	**$449,770**
CDBG Social Service		
Chin Community Ministry		$7,500
SPAN		$24,000
Christian Community Action		$10,000
Journey to Dream		$7,500
Children's Advocacy Center of Denton County		$17,639
Court Appointed Special Advocates (CASA)		$14,000
Denton County Friends of the Family- Shelter		$10,000
	Total	**$90,639**
CDBG Administration		
Administration and Planning	**Total**	**$120,852**
City Social Service Agency Fund		
PediPlace		$58,000
Health Services of North Texas		$16,000
Retired Senior Volunteer Program		$10,500
Communities in Schools of North Texas		$25,400
New Hope Learning Center		$7,000
Children's Advocacy Center of Denton County		$8,361
Denton County Friends of the Family-Outreach		$6,739
Special Abilities of North Texas		$5,000
Boys and Girls Club		$5,000
Camp Summit		$5,000
Catholic Charities		$6,000
Giving Hope, Inc.		$5,000
Youth & Family Counseling- Community Psychology Care Program		$12,000
	Total	**$170,000**

RECOMMENDATION

It is City staff's recommendation that the City Council hold the public hearing and consider public input prior to adoption of the plans at its next meeting on August 7, 2017.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Russ Kerbow, Police Chief

DATE: June 1, 2017

SUBJ: **DENTON COUNTY CHILD ADVOCACY CENTER – FAIR SHARE FUNDING**

Background

The Texas Legislature approved Senate Bill 81 on September 1, 1995, that set the framework for establishing a Child Advocacy Center. The authority under the law may be found in Chapter 264 of the Texas Family Code, Subsection E.[i] The statute provides for a multidisciplinary design used to eliminate the need for child victims to repeat their statement thus reducing their victimization. The Child Advocacy Center of Denton County (CACDC) was established in 1997 by the Denton County District Attorney's office along with a handful of law enforcement agencies (Lewisville is one of the original agencies) and Child Protective Services (CPS). The City of Lewisville Police Department has a signed MOU with the Child Advocacy Center dating back to 1997. The CAC is a 501 (c)(3) non-profit organization and is funded through grants and donations.

In FY 2016-17, the CAC received $26,000 of CDBG funding. However, for several years, the CAC has submitted a 'Fair Share Funding' letter to area cities in Denton County requesting additional funding. This request is in addition to the CDBG grant funding the CAC currently receives from Lewisville.

Analysis

The CAC calculates each cities' 'fair share' by taking the total cost of operation minus federal, state and county funding. The amount left is divided by the percentage of services consumed by the respective agencies. In calendar year 2016, the CAC served 243 Lewisville residents and provided 4,804 services. This is 22.4% of the CAC total services. Based on this calculation, CAS sent the City of Lewisville a request for $175,158.52.

Currently the CAS provides services to Lewisville victims that include a forensic examination by a Sexual Assault Nurse Examiner (SANE), other medical services, and counseling. Section 264.405, 'Duties', states that a center shall assess victims of child abuse and their families to determine their need for services relating to the investigation of child abuse. It is the ambiguity of the term 'services' that staff believes the CAC interprets to include not only the forensic and medical part of the process, but also the counseling services for all non-offending members of the household. One can make a reasonable case that this statute only obligates the police department to provide forensic, medical testing and counseling to the victim and not necessarily the non-offending members of the household. The CAC estimates that clients receive between 26 and 40

counseling sessions (50 minutes each), but may be longer for more complex cases of continuous abuse and other family issues.

The department's MOU indicates that the City agrees with the protocols which are consistent with the statewide child advocacy center and are model practices. Denton County has a 93% conviction rate of cases worked through the CAC that received an indictment from the grand jury and a 75% conviction rate for cases filed directly with the district attorney's office. The CAC does provide counseling at a discounted rate compared to private agencies which often charges as much as $150 per hour compared to the CAC's cost of $110 - $120 per hour.

Should the City decide to terminate the MOU with the CAC, the Lewisville Police Department would recommend that the City only provide basic services to victims and offer no services to the non-offending family members. The projected cost of the victim counseling services only would be approximately $36,450 annually (243 victims X $150/hour = $36,450). Staff interprets this to be the only counseling required under the law. This cost does not include the police staff's coordination of the examinations and counseling sessions which would place an increased burden on detectives assigned to these cases.

Let me know if you have any other questions.

xc: Melinda Galler, Assistant City Manager

---

[i] Texas Family Code, Chapter 264, Child Welfare Services, Subchapter E, Children's Advocacy Center, Sec. 264.402

CITY OF LEWISVILLE

2017-2021

CONSOLIDATED PLAN

DRAFT FOR PUBLIC REVIEW

JUNE 23, 2017

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table of Contents

Executive Summary
ES-05 Executive Summary 1

The Process
PR-05 Lead & Responsible Agencies 5
PR-10 Consultation 6
PR-15 Citizen Participation 11

Needs Assessment
NA-05 Overview 15
NA-10 Housing Needs Assessment 16
NA-15 Disproportionately Greater Need: Housing Problems 29
NA-20 Disproportionately Greater Need: Severe Housing Problems 32
NA-25 Disproportionately Greater Need: Housing Cost Burdens 34
NA-30 Disproportionately Greater Need: Discussion 35
NA-35 Public Housing 36
NA-40 Homeless Needs Assessment 40
NA-45 Non-Homeless Special Needs Assessment 44
NA-50 Non-Housing Community Development Needs 47

Market Analysis
MA-05 Overview 49
MA-10 Number of Housing Units 50
MA-15 Cost of Housing 60
MA-20 Condition of Housing 66
MA-25 Public and Assisted Housing 73
MA-30 Homeless Facilities 75
MA-35 Special Needs Facilities and Services 77
MA-40 Barriers to Affordable Housing 78
MA-45 Non-Housing Community Development Assets 79
MA-50 Needs and Market Analysis Discussion 87

Strategic Plan
SP-05 Overview 93
SP-10 Geographic Priorities 94
SP-25 Priority Needs 95
SP-30 Influence of Market Conditions 108
SP-35 Anticipated Resources 109
SP-40 Institutional Delivery Structure 110
SP-45 Goals 113
SP-50 Public Housing Accessibility and Involvement 117

SP-55 Barriers to affordable housing 118
SP-60 Homelessness Strategy 119
SP-65 Lead based paint Hazards 120
SP-70 Anti-Poverty Strategy 121
SP-80 Monitoring 122

Annual Action Plan
AP-15 Expected Resources 123
AP-20 Annual Goals and Objectives 125
AP-35 Projects 127
AP-50 Geographic Distribution 133
AP-55 Affordable Housing 134
AP-60 Public Housing 135
AP-65 Homeless and Other Special Needs Activities 136
AP-75 Barriers to affordable housing 137
AP-85 Other Actions 138
AP-90 Program Specific Requirements 140

Appendix – Alternate/Local Data Sources 141
Appendix – Public Input 142

I. Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

In 1994, the U.S. Department of Housing and Urban Development (HUD) issued new rules consolidating the planning, application, reporting and citizen participation processes for four formula grant programs: Community Development Block Grants (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG). The new single-planning process was intended to more comprehensively fulfill three basic goals: to provide decent housing, to provide a suitable living environment and to expand economic opportunities. It was termed the *Consolidated Plan for Housing and Community Development*.

According to HUD, the Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for housing and community development actions. It offers entitlements the opportunity to shape these housing and community development programs into effective, coordinated neighborhood and community development strategies. It also allows for strategic planning and citizen participation to occur in a comprehensive context, thereby reducing duplication of effort.

As the lead agency for the Consolidated Plan, the City of Lewisville hereby follows HUD's guidelines for citizen and community involvement. Furthermore, it is responsible for overseeing these citizen participation requirements, those that accompany the Consolidated Plan and the Community Development Block Grant (CDBG).

The City of Lewisville has prepared this Consolidated Plan to meet the guidelines as set forth by HUD and is broken into five sections: The Process, Needs Assessment, Market Analysis, Strategic Plan, and Annual Action Plan.

The Process describes the consultations and citizen participation efforts set forth by the City over the duration of this planning process. The City consulted with a variety of outside agencies, including service providers, as well as undertaking citizen participation outreach. These efforts included a community survey, public input meetings, and focus groups.

The Needs Assessment analyzed the City's demographic, housing, economic, and special needs situation in the City of Lewisville. There were an estimated 8,869 households under 80 percent Median Family Income (MFI) with housing problems in the City, as well as special needs and homeless populations in need of services.

The Market Analysis explores the current housing situation in the City of Lewisville, including the cost and condition of housing. This section also describes the current facilities available to homeless and special needs populations, and the non-community development assets in the City.

The Strategic Plan outlines the priority needs and goals established by this Plan. These needs and goals are based on the findings of this Consolidated Plan through the Needs Assessment, Market Analysis, public input, and consultation efforts. This section also integrates findings from the City's 2017 Assessment of Fair Housing (AFH). This section serves to guide the City in its CDBG funding over the course of the next five years.

The Annual Action represents the first year of this Consolidated Plan. Therein, the City has delineated funds for enumerated projects that help to meet the priority needs, as established by this Plan. The City of Lewisville will undertake these actions during the 2017 Plan Year.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The goals of the programs administered by the City of Lewisville are to provide decent housing, a suitable living environment for the city's low- and moderate-income residents, and economic opportunities for low-moderate income residents. The City of Lewisville strives to accomplish these goals by maximizing and effectively utilizing all available funding resources to conduct housing and community development activities that will serve the economically disadvantaged residents of the city. By addressing need and creating opportunity at the individual and neighborhood levels, the City of Lewisville hopes to improve the quality of life for all residents of the city. These goals are further explained as follows:

- *Providing decent housing* means helping homeless persons obtain appropriate housing and assisting those at risk of homelessness; preserving the affordable housing stock; increasing availability of permanent housing that is affordable to low- and moderate-income persons without discrimination; and increasing the supply of supportive housing.

- *Providing a suitable living environment* entails improving the safety and livability of neighborhoods; increasing access to quality facilities and services; and reducing the isolation of income groups within an area through integration of low-income housing opportunities.

- *Expanding economic opportunities* involves creating jobs that are accessible to low- and moderate-income persons; making down payment and closing cost assistance available for low- and moderate- income persons; promoting long term economic and social viability; and empowering low-income persons to achieve self-sufficiency to reduce generational poverty in federally-assisted housing.

The City will seek to meet these objectives and outcome outlined above through the goals set forth by this Consolidated Plan. Over the course of the next five years, the City will devote resources to the following goals:

	Goal Name	Start Year	End Year	Needs Addressed	Goals
1	AFH Goal: Promote development of affordable housing	2017	2021	Low to moderate Income homeowner households Availability of Affordable Units Access to Financial Services	Homeowner Housing Rehabilitated: Direct Financial Assistance to Homebuyers
2	AFH Goal: Enhance access to vital social services	2017	2021	Health and Mental Health Services Special Needs Populations Lack of quality health care for some	Public service activities other than Low/Moderate Income Housing Benefit
3	Enhance infrastructure and public facilities	2017	2021	Infrastructure Public Facilities	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit
4	Support efforts to combat homelessness	2017	2021	Homelessness	Homelessness Prevention
5	AFH Goal: Enhance understanding of fair housing	2017	2021	Resistance to affordable housing Discriminatory actions in the market Lack of understanding of fair housing	Other
6	AFH Goal: Enhance financial literacy	2017	2021	Access to Financial Services Lending Discrimination Private Discrimination	Other
7	AFH Goal: Review and Revise Local Land Use Policy	2017	2021	Resistance to affordable housing Siting Selection Policies Practice for publicly supported housing	Other
8	AFH Goal: Enhance fair housing enforcement	2017	2021	Resistance to affordable housing Discriminatory actions in the market Lack of understanding of fair housing	Other

3. Evaluation of past performance

The City of Lewisville's evaluation of its past performance has been completed in a thorough Consolidated Annual Performance and Evaluation Report (CAPER). These documents state the objectives and outcomes identified in each year's Annual Action Plan and includes an evaluation of past

OMB Control No: 2506-0117 (exp. 07/31/2015)

performance through measurable goals and objectives compared to actual performance. These documents can be found on the Neighborhood Services Department's website at:

http://www.cityoflewisville.com/about-us/city-departments/neighborhood-services/community-development-block-grants

4. Summary of citizen participation process and consultation process

Throughout the development of this Consolidated Plan, the City of Lewisville consulted with a variety of outside agencies and service providers to help establish funding priorities and plan objectives for the course of the next five plan years. The City of Lewisville has coordinated with Denton County, the Denton County Homeless Coalition, as well as other interested parties and Lewisville residents.

A variety of public outreach and citizen participation was used to develop this Consolidated Plan. The 2017 Housing and Community Development survey was used to help establish priorities for the City by gathering feedback on the level of need for housing and community development categories. Three focus groups were held to gather feedback from stakeholders in the areas of Thriving Neighborhoods, Health Services and Special Needs, and Affordable Housing. In addition, a public meeting was held prior to the release of the draft plan to garner feedback on preliminary findings. Once the Plan was released for public review, a public hearing was held to offer residents and stakeholders the opportunity to comment on the plan.

5. Summary of public comments

Complete transcripts of public comments are included in the Public Input appendix. However, there were some common themes among comments that are included below:

- There is a growing need of homeless services in the City
- There is an increased need for coordination among service providers
- Health, mental health, and substance abuse services are a high need in the City
- Access to housing is limited by the climbing costs
- Community development needs include sidewalk, street and road improvements, and economic development through retention of businesses and job training

6. Summary of comments or views not accepted and the reasons for not accepting them

The City accepted all comments. A complete accounting of public comments can be found in the Appendix.

7. Summary

The City's efforts in the development of this Consolidated Plan are represented by the efforts to establish the Strategic Plan. The Priority Needs and Goals outlined in the Strategic Plan are reflective the needs in the City of Lewisville, particularly low to moderate income households. The City will undertake these efforts in accordance with HUD's guidelines and requirements

II. The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	LEWISVILLE	Neighborhood Services

Table 1 – Responsible Agencies

Narrative

The Neighborhood Services Department is the lead agency for this Consolidated Plan. The Department is responsible for administering the Community Development Block Grant (CDBG) for the City of Lewisville.

Other agencies responsible for executing and administering programs include Building Inspection, Code Enforcement, Parks and Recreation, Planning and Zoning, Economic Development, and Public Services Departments/Divisions.

Consolidated Plan Public Contact Information

Jamey Kirby
Grants Coordinator
City of Lewisville
972-219-3780
jkirby@cityoflewisville.com

OMB Control No: 2506-0117 (exp. 07/31/2015)

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Lewisville continues to enhance coordination between public and private housing, health, and service agencies through a variety of means, including membership and hosting meetings of the Denton County Homeless Coalition, referrals to the Denton Housing Authority, and referrals to privately assisted housing project in the City. The City also offer a variety of technical service activities for developers, non-profits, coalitions and neighborhood groups interested in developing housing or activities related to the CDBG program and other community development efforts. Coordination includes building relationships with the Charitable Clinics Coalition, social service roundtables, United Way committees, the Greater Lewisville Realtors Association, Chamber of Commerce, and various non-profit organizations in addition to the fourteen agencies the City funds using CDBG and local funding.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City works closely with the Denton County Homeless Coalition, which is a member of the Balance of State Continuum of Care for the State of Texas. The Denton County Homeless Coalition is composed of local non-profits, government agencies, and county residents and helps coordinate efforts to address the needs of homeless persons in Denton County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Lewisville does not receive ESG funds. However, the City of Lewisville works closely with agencies that receive ESG funding, as well as the Denton County Homeless Coalition. In recent years, the City has been successful in securing additional funding opportunities for agencies that have received reduced ESG funding amounts.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	United Way of Denton County
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through invitations to participate in surveys, provide feedback and other input in the plan. Attendance at public input meeting.
2	**Agency/Group/Organization**	Denton County Homeless Coalition
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through invitations to participate in surveys, provide feedback and other input in the plan. Attendance at public input meeting.
3	**Agency/Group/Organization**	Journey to Dream
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

OMB Control No: 2506-0117 (exp. 07/31/2015)

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This service agency was consulted through invitations to participate in surveys, provide feedback and other input in the plan. Attendance at public input meeting.
4	**Agency/Group/Organization**	Youth and Family Counseling
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through invitations to participate in surveys, provide feedback and other input in the plan. Attendance at public input meeting.
5	**Agency/Group/Organization**	Christian Community Action
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through invitations to participate in surveys, provide feedback and other input in the plan. Attendance at public input meeting.
6	**Agency/Group/Organization**	PediPlace
	Agency/Group/Organization Type	Services-Children Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through invitations to participate in surveys, provide feedback and other input in the plan. Attendance at public input meeting.
7	**Agency/Group/Organization**	North Central Texas College
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development

OMB Control No: 2506-0117 (exp. 07/31/2015)

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through invitations to participate in surveys, provide feedback and other input in the plan. Attendance at public input meeting.
8	**Agency/Group/Organization**	DENTON COUNTY FRIENDS OF THE FAMILY
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through invitations to participate in surveys, provide feedback and other input in the plan. Attendance at public input meeting.
9	**Agency/Group/Organization**	Denton Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Denton Housing Authority was consulted about the amount of public housing voucher need in Lewisville.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Lewisville made every attempt to be inclusive in its consultation efforts throughout the planning process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Denton County Homeless Coalition	The goals of this plan work in conjunction with the efforts of the Denton County homeless Coalition and their efforts to combat homelessness.
Lewisville 2025	City of Lewisville	The City of Lewisville's efforts as defined by the 2025 plan were taken into account when developing this Consolidated Plan, using any opportunities to maximize impact or pool resources to meet needs.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Lewisville works closely with the City of Denton, City of Flower Mound, and Denton County on joint efforts, including homelessness. As many services are provided to Lewisville residents at the County level, or by neighboring jurisdiction, the City works with these efforts in mind in developing this Consolidated Plan.

Narrative (optional):

The City of Lewisville continues to work closely with outside agencies in an effort to help promote coordinated efforts and consultation among agencies.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The citizen participation process included various steps to gather resident and stakeholder feedback. The first effort included three focus groups on the topics of Thriving Neighborhoods, Health and Special Needs, and Affordable Housing. Secondly, the 2017 Housing and Community Development survey reached out to stakeholder and residents to garner additional feedback about community needs. One public input meeting was held the evening of May 23 at City Hall. Following the release of the draft document, a public hearing was held on July 17. The culmination of these efforts is included through this plan and is integrated in establishing the priority needs and subsequent goals.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of c omments not accepted and reasons	URL (If applicable)
1	2017 Housing and Community Development Survey	Non-targeted/broad community	To date, the 2017 Housing and Community Development survey has received 167 responses.	Survey responses are an integral part of the needs assessment and priority needs development. The results of the survey are included throughout this plan, as well as additional comments included in the Pubic Input Appendix, attached.	All comments were accepted	

OMB Control No: 2506-0117 (exp. 07/31/2015)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of c omments not accepted and reasons	URL (If applicable)
2	Focus Groups	Stakeholders	Three focus groups were held on April 17 and 18, covering the following topics: Thriving Neighborhoods, Health and Special Needs, and Affordable Housing. More than 30 people attended the three meetings.	Complete transcripts from the three focus groups are included in the Public Input appendix attachment. Some major themes regarding comments are included below:- Many people lack access to services, especially seniors and other at need groups.- There are areas that would benefit from neighborhood involvement and rehabilitation efforts- Access to housing is limited by the climbing costs	All comments were accepted	

OMB Control No: 2506-0117 (exp. 07/31/2015)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of c omments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/broad community	The public input meeting was held on May 23, 2017 at 6:30pm at City Hall. 16 people attended the meeting.	A full transcript of meeting proceedings is included as an attachment. The following is a summary of comments:- There is a need for increased coordination among service providers- There is a need for increased access to health services, especially mental health and in-patient services- Economic development needs include job training, and may benefit from partnering with local small businesses in need of a trained workforce- Homelessness is a growing problem in the City and Denton County In addition, social service needs were ranked during a dot exercise at the May 23 Public Input Meeting. The most highly rated needs were homeless services, mental health services, youth services and crisis/financial serviceservices.	All comments were accepted	

OMB Control No: 2506-0117 (exp. 07/31/2015)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of c omments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	The City of Lewisville will hold a public hearing on July 17, 2017 at City Hall.			

Table 4 – Citizen Participation Outreach

OMB Control No: 2506-0117 (exp. 07/31/2015)

III. Needs Assessment

NA-05 Overview

Needs Assessment Overview

This section addresses housing, homeless and special needs in the City of Lewisville. There were an estimated 9,869 households under 80 percent Median Family Income (MFI) with housing problems in the City. A count of the homeless population in Denton County showed that more than 228 persons were homeless in 2017. Lewisville Non-homeless special needs populations in the state include the elderly and frail elderly, persons living with disabilities, persons with alcohol or other drug addiction, victims of domestic violence, and persons living with HIV and their families. These populations are not homeless, but are at risk of becoming homeless and, therefore, often require housing and service programs.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2000	Most Recent Year: 2012	% Change
Population	77,737	97,462	25%
Households	31,764	37,321	17%
Median Income	$54,771.00	$58,580.00	7%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2008-2012 ACS (Most Recent Year)

Population

In 2000, an estimated 77,737 people lived in Lewisville as shown in Table III.1. By 2010, the population grew by 22.6 percent to an estimated 95,290 residents. The fastest-growing age group during that time included residents 65 and older, who accounted for 6.5 percent of the population in 2010 (up from 4.3 percent in 2000), constituting a growth increase of nearly 90 percent. However, residents aged 35 to 54 represented the largest share of the population, though that share declined slightly from 28.4 percent in 2000 to 28.2 percent by 2010. Population groups aged 5 to 19 and aged 25 to 35 comprised nearly as large a share of the population in 2010.

Table III.1
Population by Age
City of Lewisville
2000 & 2010 Census SF1 Data

Age	2000 Census		2010 Census		% Change 00–10
	Population	% of Total	Population	% of Total	
Under 5	7,075	9.1%	7,894	8.3%	11.6%
5 to 19	15,570	20.0%	18,876	19.8%	21.2%
20 to 24	7,230	9.3%	8,426	8.8%	16.5%
25 to 34	18,195	23.4%	19,493	20.5%	7.1%
35 to 54	22,072	28.4%	26,843	28.2%	21.6%
55 to 64	4,284	5.5%	7,521	7.9%	75.6%
65 or Older	3,311	4.3%	6,237	6.5%	88.4%
Total	**77,737**	**100.0%**	**95,290**	**100.0%**	**22.6%**

The elderly population, which includes residents aged 65 and older, grew at four times the overall population rate between 2000 and 2010 (see Table III.1). As shown in Table III.2, nearly 24 percent of this elderly cohort was aged 70 to 74, a group consisting of an estimated 1,476 residents. The fastest growing elderly cohorts from 2000 to 2010 include the 85 and older group, the 80 to 84 group, and the 67 to 69 group. All of these groups saw population increases of over 100 percent during this time period.

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table III.2
Elderly Population by Age
City of Lewisville
2000 & 2010 Census SF1 Data

Age	2000 Census		2010 Census		% Change 00–10
	Population	% of Total	Population	% of Total	
65 to 66	499	15.1%	985	15.8%	97.4%
67 to 69	588	17.8%	1,180	18.9%	100.7%
70 to 74	821	24.8%	1,476	23.7%	79.8%
75 to 79	676	20.4%	1,022	16.4%	51.2%
80 to 84	382	11.5%	772	12.4%	102.1%
85 or Older	345	10.4%	802	12.9%	132.5%
Total	**3,311**	**100.0%**	**6,237**	**100.0%**	**88.4%**

Population by Race and Ethnicity

White residents represented more than 65 percent of the study area population in 2010, although this percentage is a sharp decrease from the 77 percentage share of the white population seen in 2000. The second largest population share behind white residents in both 2000 and 2010 are those who self-identify as "Other", comprising 11.8 percent of the overall population, while black residents account for nearly as high a share of population proportion at 11.2 percent in 2010. All racial groups increased in number during this time period, while Asian and Native Hawaiian/Pacific Islander residents more than doubled, easily the largest gains of any racial groups in Lewisville.

In terms of ethnicity (a separate consideration from race), the Hispanic population grew rapidly from 2000 to 2010. Hispanic residents accounted for 17.8 percent of the study area population in 2000 (an estimated 13,799 people). By 2010, the Hispanic population had grown by 101.3 percent to 27,783, accounting for 29.2 percent of the population in that year.

Table III.3
Population by Race and Ethnicity
City of Lewisville
2000 & 2010 Census SF1 Data

Race	2000 Census		2010 Census		% Change 00–10
	Population	% of Total	Population	% of Total	
White	60,015	77.2%	62,263	65.3%	3.7%
Black	5,747	7.4%	10,661	11.2%	85.5%
American Indian	544	.7%	623	.7%	14.5%
Asian	3,028	3.9%	7,392	7.8%	144.1%
Native Hawaiian/ Pacific Islander	25	.0%	67	.1%	168.0%
Other	6,468	8.3%	11,236	11.8%	73.7%
Two or More Races	1,910	2.5%	3,048	3.2%	59.6%
Total	**77,737**	**100.0%**	**95,290**	**100.0%**	**22.6%**
Non-Hispanic	63,938	82.2%	67,507	70.8%	5.6%
Hispanic	13,799	17.8%	27,783	29.2%	101.3%

OMB Control No: 2506-0117 (exp. 07/31/2015)

Household Income and Poverty

There appears to be an upward shift in household incomes of Lewisville residents from 2000 through 2010-2014, as measured in nominal dollars. As shown in Table III.4, the share of households in the highest income range of $100,000 per year or more grew by 6.6 percentage points from 2000 to 2015, up to over 21 percent from 15 percent. While all middle and upper income groups ($20,000 to $100,000) fell as a proportion of overall households from 2000 to 2010, these proportional decreases appear to have been absorbed into the highest income bracket, indicating upward mobility among residents.

Table III.4
Households by Income
City of Lewisville
2000 Census SF3 & 2015 Five-Year ACS Data

Income	2000 Census		2015 Five-Year ACS	
	Households	% of Total	Households	% of Total
Less than $15,000	2,029	6.7%	2,160	5.6%
$15,000 to $19,999	976	3.2%	1,811	4.7%
$20,000 to $24,999	1,374	4.6%	1,754	4.6%
$25,000 to $34,999	3,589	11.9%	4,346	11.3%
$35,000 to $49,999	5,253	17.4%	6,142	16.0%
$50,000 to $74,999	7,629	25.3%	8,934	23.2%
$75,000 to $99,999	4,710	15.6%	4,943	12.9%
$100,000 or More	4,559	15.1%	8,340	21.7%
Total	**30,119**	**100.0%**	**38,430**	**100.0%**

In spite of the fact that a larger percentage of households were earning $75,000 or more in 2011-2015 than were in 2000, the poverty rate rose from 6.0 to 10.7 percent over that same time period.

Table III.5
Poverty by Age
City of Lewisville
2000 Census SF3 & 2015 Five-Year ACS Data

Age	2000 Census		2015 Five-Year ACS	
	Persons in Poverty	% of Total	Persons in Poverty	% of Total
Under 6	576	12.4%	2,142	19.9%
6 to 17	841	18.2%	2,689	25.0%
18 to 64	2,913	62.9%	5,544	51.6%
65 or Older	299	6.5%	375	3.5%
Total	**4,629**	**100.0%**	**10,750**	**100.0%**
Poverty Rate	**6.0%**	**.**	**10.7%**	**.**

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	2,220	4,130	7,400	4,489	19,090
Small Family Households *	920	1,485	2,765	1,899	10,430
Large Family Households *	385	419	924	465	1,255
Household contains at least one person 62-74 years of age	314	679	590	475	2,380
Household contains at least one person age 75 or older	64	420	530	265	560
Households with one or more children 6 years old or younger *	760	929	1,750	854	2,825
* the highest income category for these family types is >80% HAMFI					

Table 6 - Total Households Table

Data Source: 2008-2012 CHAS

Household Size

Households with five or more persons all grew as a percentage of the total between 2000 and 2010, as did households with only person. Households with two to four persons fell as a proportion of all households, as seen in Table III.6.

Table III.6
Households by Household Size
City of Lewisville
2000 & 2010 Census SF1 Data

Size	2000 Census		2010 Census		% Change 00–10
	Households	% of Total	Households	% of Total	
One Person	7,581	25.2%	11,292	30.1%	49.0%
Two Persons	9,928	33.0%	11,359	30.3%	14.4%
Three Persons	5,255	17.5%	5,994	16.0%	14.1%
Four Persons	4,421	14.7%	4,756	12.7%	7.6%
Five Persons	1,753	5.8%	2,308	6.2%	31.7%
Six Persons	611	2.0%	998	2.7%	63.3%
Seven Persons or More	494	1.6%	789	2.1%	59.7%
Total	**30,043**	**100.0%**	**37,496**	**100.0%**	**024.8%**

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	15	45	120	25	205	4	10	25	0	39
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	15	25	145	0	185	0	0	30	0	30
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	210	225	330	95	860	25	0	65	0	90
Housing cost burden greater than 50% of income (and none of the above problems)	1,175	1,240	170	15	2,600	395	325	280	55	1,055
Housing cost burden greater than 30% of income (and none of the above problems)	105	1,374	2,405	385	4,269	45	349	729	635	1,758

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	105	0	0	0	105	30	0	0	0	30

Table 7 – Housing Problems Table

Data Source: 2008-2012 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,410	1,535	765	140	3,850	425	335	400	55	1,215
Having none of four housing problems	180	1,644	4,720	2,759	9,303	70	609	1,514	1,535	3,728
Household has negative income, but none of the other housing problems	105	0	0	0	105	30	0	0	0	30

Table 8 – Housing Problems 2

Data Source: 2008-2012 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	720	1,090	1,020	2,830	110	215	550	875
Large Related	265	190	190	645	120	189	159	468
Elderly	180	544	365	1,089	160	215	155	530

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Other	345	985	1,175	2,505	75	55	170	300
Total need by income	1,510	2,809	2,750	7,069	465	674	1,034	2,173

Table 9 – Cost Burden > 30%

Data Source: 2008-2012 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	575	335	0	910	110	80	180	370
Large Related	165	30	65	260	85	80	25	190
Elderly	165	380	185	730	145	110	15	270
Other	345	540	35	920	75	55	60	190
Total need by income	1,250	1,285	285	2,820	415	325	280	1,020

Table 10 – Cost Burden > 50%

Data Source: 2008-2012 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	215	250	335	15	815	20	0	70	0	90
Multiple, unrelated family households	10	0	140	45	195	4	0	29	0	33
Other, non-family households	0	0	0	35	35	0	0	0	0	0
Total need by income	225	250	475	95	1,045	24	0	99	0	123

Table 11 – Crowding Information – 1/2

Data Source: 2008-2012 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

Describe the number and type of single person households in need of housing assistance.

As seen in Table III.6, there were 11,292 one-person households in 2010, a 49 percent increase from 2000. This population group accounted for more than thirty percent of the City of Lewisville's households. Single person households with low-income, especially those below 30 percent MFI are most likely to have housing problems due to their limited income.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

An estimated 8.4 percent of the study area population was living with some form of disability in 2010-2014, as shown in Table III.7. Female residents (8.9 percent of whom were living with a disability during that time) were more likely than male residents to have a disability by exactly one percentage point.

Table III.7
Disability by Age
City of Lewisville
2015 Five-Year ACS Data

Age	Male		Female		Total	
	Disabled Population	Disability Rate	Disabled Population	Disability Rate	Disabled Population	Disability Rate
Under 5	0	.0%	13	.3%	13	.2%
5 to 17	484	5.3%	467	5.0%	951	5.2%
18 to 34	708	5.2%	581	4.0%	1,289	4.5%
35 to 64	1,520	8.1%	1,761	9.4%	3,281	8.7%
65 to 74	507	22.7%	786	27.3%	1,293	25.3%
75 or Older	610	56.6%	999	55.9%	1,609	56.2%
Total	**3,829**	**7.8%**	**4,607**	**9.0%**	**8,436**	**8.4%**

Pinpointing a specific number of victims of domestic violence can be difficult because many cases go unreported. However, there are other means of gathering statistics, including tracking the numbers of cases that are reported to law enforcement. According to the Denton County Friends of the Family Agency, there were 3,041 crisis hotline calls in 2013, and 687 Violence Intervention and Prevention Clients.[1]

[1] https://www.dcfof.org/general-statistics

OMB Control No: 2506-0117 (exp. 07/31/2015)

What are the most common housing problems?

As seen in Table III.8, the most common housing problem is housing cost burden over 30 percent of income. In lower income levels, however, this was more likely to be a housing cost burden greater than 50 percent of income, for both renter and homeowner households.

Table III.8
Housing Problems by Income and Tenure
City of Lewisville
2009–2013 HUD CHAS Data

Housing Problem	Less Than 30% MFI	30% - 50% MFI	50% - 80% MFI	80% - 100% MFI	Greater than 100% MFI	Total
Owner-Occupied						
Lacking complete plumbing or kitchen facilities	4	10	25	0	10	49
Severely Overcrowded with > 1.51 people per room (and complete kitchen and plumbing)	0	0	30	0	75	105
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	25	0	65	0	235	325
Housing cost burden greater that 50% of income (and none of the above problems)	390	325	280	50	10	1,055
Housing cost burden greater than 30% of income (and none of the above problems)	45	355	725	635	725	2,485
Zero/negative income (and none of the above problems)	30	0	0	0	0	30
has none of the 4 housing problems	30	260	785	905	10,740	12,720
Total	**524**	**950**	**1,910**	**1,590**	**11,795**	**16,769**
Renter-Occupied						
Lacking complete plumbing or kitchen facilities	15	45	120	25	150	355
Severely Overcrowded with > 1.51 people per room (and complete kitchen and plumbing)	15	25	145	0	20	205
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	210	225	330	95	85	945
Housing cost burden greater that 50% of income (and none of the above problems)	1,170	1,240	170	15	10	2,605
Housing cost burden greater than 30% of income (and none of the above problems)	105	1,380	2,400	385	125	4,395
Zero/negative income (and none of the above problems)	105	0	0	0	0	105
has none of the 4 housing problems	75	270	2,320	2,380	6,905	11,950
Total	**1,695**	**3,185**	**5,485**	**2,900**	**7,295**	**20,560**
Total						
Lacking complete plumbing or kitchen facilities	19	55	145	25	160	404
Severely Overcrowded with > 1.51 people per room (and complete kitchen and plumbing)	15	25	175	0	95	310
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	235	225	395	95	320	1,270
Housing cost burden greater that 50% of income (and none of the above problems)	1,560	1,565	450	65	20	3,660
Housing cost burden greater than 30% of income (and none of the above problems)	150	1,735	3,125	1,020	850	6,880
Zero/negative income (and none of the above problems)	135	0	0	0	0	135
has none of the 4 housing problems	105	530	3,105	3,285	17,645	24,670
Total	**2,219**	**4,135**	**7,395**	**4,490**	**19,090**	**37,329**

Are any populations/household types more affected than others by these problems?

Owner-occupied households, as shown in Table III.9 experience cost burdens at an overall rate of 15.0 percent, and a rate of sever cost burden at a rate of 6.5 percent. Lower income households are most

OMB Control No: 2506-0117 (exp. 07/31/2015)

likely to be impacted by severe cost burden. Some 79.2 percent of homeowner households below 30 percent experience severe cost burdens. In addition, large families are most likely to experience cost burdens, at a rate of 21.9 percent compared to the jurisdiction average of 15.0 percent. Elderly non-families are more likely to experience severe cost burdens, at 19.3 percent, compared to the 6.5 percent for the jurisdiction as a whole.

Table III.9
Owner-Occupied Households by Income and Family Status and Cost Burden
City of Lewisville
2009–2013 HUD CHAS Data

Income	Elderly Family	Small Family	Large Family	Elderly Non-Family	Other Household	Total
Cost Burden						
30% HAMFI or less	0	0	35	15	0	50
30.1-50% HAMFI	20	135	115	85	0	355
50.1-80% HAMFI	130	370	135	10	110	755
80.1% -100.0% HAMFI	55	365	125	10	75	630
100.1% HAMFI or more	95	410	0	15	205	725
Total	300	1,280	410	135	390	2,515
Severe Cost Burden						
30% HAMFI or less	45	110	85	100	75	415
30.1-50% HAMFI	35	80	80	75	55	325
50.1-80% HAMFI	15	180	25	0	60	280
80.1% -100.0% HAMFI	0	25	0	10	20	55
100.1% HAMFI or more	0	0	10	0	0	10
Total	95	395	200	185	210	1,085
Total						
30% HAMFI or less	45	130	120	140	89	524
30.1-50% HAMFI	155	245	195	280	70	945
50.1-80% HAMFI	330	825	350	140	265	1,910
80.1% -100.0% HAMFI	265	780	240	70	235	1,590
100.1% HAMFI or more	1,360	7,235	965	330	1,895	11,785
Total	**2,155**	**9,215**	**1,870**	**960**	**2,554**	**16,754**

Renter households are more likely to experience cost burdens than homeowner households in the City of Lewisville. Overall some 23.3 percent of renter households experience cost burdens and 14.0 percent experience severe cost burdens. Households below 30 percent HAMFI experience cost burden or severe cost burden at rate of 89.1 percent, and households between 30 and 50 percent HAMFI do at a rate of 88.2 percent.

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table III.10
Renter-Occupied Households by Income and Family Status and Cost Burden
City of Lewisville
2009–2013 HUD CHAS Data

Income	Elderly Family	Small Family	Large Family	Elderly Non-Family	Other Household	Total
Cost Burden						
30% HAMFI or less	0	145	100	15	0	260
30.1-50% HAMFI	10	755	160	160	445	1,530
50.1-80% HAMFI	40	1,020	125	140	1,140	2,465
80.1% -100.0% HAMFI	20	190	50	40	105	405
100.1% HAMFI or more	4	75	0	15	50	144
Total	74	2,185	435	370	1,740	4,804
Severe Cost Burden						
30% HAMFI or less	25	575	165	135	345	1,245
30.1-50% HAMFI	15	335	30	365	540	1,285
50.1-80% HAMFI	0	0	65	185	35	285
80.1% -100.0% HAMFI	0	0	0	15	0	15
100.1% HAMFI or more	10	0	0	30	0	40
Total	50	910	260	730	920	2,870
Total						
30% HAMFI or less	25	790	265	154	455	1,689
30.1-50% HAMFI	25	1,245	235	615	1,070	3,190
50.1-80% HAMFI	110	1,940	570	340	2,520	5,480
80.1% HAMFI or more	115	1,125	225	100	1,335	2,900
100.1% HAMFI or more	174	3,195	290	250	3,390	7,299
Total	**449**	**8,295**	**1,585**	**1,459**	**8,770**	**20,558**

Black and Hispanic owner-occupied households were most likely to experience cost burdens, as shown in Table III.11. However, Asian and "other" race owner-occupied households were most likely to experience severe cost burdens. For renter-occupied households, Black, Asian, and American Indian households were most likely to experience cost burdens.

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table III.11
Households with Cost Burden by Tenure and Race
City of Lewisville
2009–2013 HUD CHAS Data

Race	No Cost Burden	Cost Burden	Severe Cost Burden	Not Computed	Total
Owner-Occupied					
White	9,405	1,455	570	4	11,434
Black	700	210	60	4	974
Asian	715	95	105	0	915
American Indian	25	4	0	0	29
Pacific Islander	4	0	0	0	4
Other Race	245	35	55	4	339
Hispanic	2,035	710	295	15	3,055
Total	**13,129**	**2,509**	**1,085**	**27**	**16,750**
Renter-Occupied					
White	6,745	2,175	1,465	100	10,485
Black	1,820	815	435	0	3,070
Asian	865	395	150	0	1,410
American Indian	4	25	4	0	33
Pacific Islander	15	0	0	0	15
Other Race	510	205	90	0	805
Hispanic	2,820	1,190	730	4	4,744
Total	**12,779**	**4,805**	**2,874**	**104**	**20,562**
Total					
White	16,150	3,630	2,035	104	21,919
Black	2,520	1,025	495	4	4,044
Asian	1,580	490	255	0	2,325
American Indian	29	29	4	0	62
Pacific Islander	19	0	0	0	19
Other Race	755	240	145	4	1,144
Hispanic	4,855	1,900	1,025	19	7,799
Total	**25,908**	**7,314**	**3,959**	**131**	**37,312**

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Households most likely to be at risk of becoming unsheltered are those that with extremely low incomes that are severely cost-burdened. There are 1,660 households at or below 30 percent MFI that have

OMB Control No: 2506-0117 (exp. 07/31/2015)

severe cost burden. Of these households, there are 685 households in small families, and 250 households in large families.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not Applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

According to the National Alliance to End Homelessness, there are various factors that contribute to an increased risk of homelessness. These housing characteristics include households that are doubled up, or living with friends or family, persons recently released from prison, and young adults out of foster care. Economic factors include households with severe cost burden and households facing unemployment. As described here and in the following sections, there is a large number of households facing cost burdens and other housing problems that create instability and increase their risk of homelessness.

Discussion

As discussed above, the presence of housing cost burdens were a primary concern for the residents of Lewisville. This is a particular concern for low-income households in the City, which experienced cost burden at a much higher rate than other households. This is true for both homeowner and renter households within the City.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section has been addressed by the City's 2017 AFH, and will not be addressed again here.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,000	54	125
White	600	34	90
Black / African American	235	0	10
Asian	140	20	0
American Indian, Alaska Native	50	0	0
Pacific Islander	45	0	0
Hispanic	745	0	25

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2008-2012 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,694	375	0
White	1,604	215	0
Black / African American	400	20	0
Asian	280	50	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,354	70	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2008-2012 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,324	2,720	0
White	2,145	1,595	0
Black / African American	645	225	0
Asian	170	125	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	1,199	675	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2008-2012 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,450	2,874	0
White	810	1,495	0
Black / African American	170	520	0
Asian	150	119	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	290	710	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2008-2012 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section has been addressed by the City's 2017 AFH, and will not be addressed again here.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,890	160	125
White	560	85	90
Black / African American	235	0	10
Asian	125	35	0
American Indian, Alaska Native	50	0	0
Pacific Islander	45	0	0
Hispanic	705	45	25

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2008-2012 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,949	2,118	0
White	979	840	0
Black / African American	205	210	0
Asian	85	245	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	650	774	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2008-2012 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,175	5,874	0
White	540	3,200	0
Black / African American	110	765	0
Asian	100	200	0
American Indian, Alaska Native	0	25	0
Pacific Islander	0	0	0
Hispanic	420	1,454	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2008-2012 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	320	4,004	0
White	75	2,230	0
Black / African American	15	670	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	125	139	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	105	895	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2008-2012 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section has been addressed by the City's 2017 AFH, and will not be addressed again here.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	24,874	7,914	4,228	120
White	15,540	4,109	1,984	90
Black / African American	2,180	1,070	515	10
Asian	1,605	425	260	0
American Indian, Alaska Native	39	30	40	0
Pacific Islander	39	0	45	0
Hispanic	4,790	2,060	1,170	25

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2008-2012 CHAS

Discussion:

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

This section has been addressed by the City's 2017 AFH, and will not be addressed again here.

If they have needs not identified above, what are those needs?

.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

NA-35 Public Housing – 91.205(b)

Introduction

This section has been addressed by the City's 2017 AFH, and will not be addressed again here.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	1,450	0	1,439	0	1	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	12,406	0	12,307	0	16,176
Average length of stay	0	0	0	5	0	5	0	6
Average Household size	0	0	0	2	0	2	0	2

OMB Control No: 2506-0117 (exp. 07/31/2015)

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	0	398	0	398	0	0
# of Disabled Families	0	0	0	344	0	341	0	1
# of Families requesting accessibility features	0	0	0	1,450	0	1,439	0	1
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	780	0	777	0	0	0
Black/African American	0	0	0	627	0	619	0	1	0
Asian	0	0	0	37	0	37	0	0	0

OMB Control No: 2506-0117 (exp. 07/31/2015)

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
American Indian/Alaska Native	0	0	0	5	0	5	0	0	0
Pacific Islander	0	0	0	1	0	1	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	193	0	193	0	0	0
Not Hispanic	0	0	0	1,257	0	1,246	0	1	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

OMB Control No: 2506-0117 (exp. 07/31/2015)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Not applicable.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Not applicable.

How do these needs compare to the housing needs of the population at large

Not applicable.

Discussion

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

HUD refocused national homeless efforts through advocation of Continuum of Care programs for homeless needs. According to HUD, a Continuum of Care (CoC) exists to serve the needs of homeless persons on city or county levels. The main goals of CoCs are to offer housing assistance, support programs and shelter services to homeless persons and to ultimately break the cycle of homelessness. CoCs collaborate with different community organizations and local homeless advocate groups to identify homeless needs on a community level and in turn develop the best means of addressing these issues and optimize self-sufficiency.

The City of Lewisville is a part of the Balance of State Continuum of Care. The Denton County Homeless Coalition operates within the City of Lewisville and collects Point-in-Time data for the county. This information is included below. As such, the numbers are county-wide and are larger than the actual homeless population in the City of Lewisville itself, and are included in separate tables. The numbers included in the Table below, represent the Balance of State Continuum of Care, which is a much larger geographic area and has much larger homeless populations than the City of Lewisville itself.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	610	2207	0	0	0	0
Persons in Households with Only Children	19	47	0	0	0	0
Persons in Households with Only Adults	1640	2105	0	0	0	0
Chronically Homeless Individuals	316	507	0	0	0	0
Chronically Homeless Families	22	8	0	0	0	0
Veterans	40	24	0	0	0	0

OMB Control No: 2506-0117 (exp. 07/31/2015)

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Unaccompanied Child	19	47	0	0	0	0
Persons with HIV	24	11	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The number of homeless persons in Denton County was 228 at the time of the Point-in-Time count in 2017. Of these persons, some 93 were unsheltered. The median length of current episode of homelessness for survey participants was 12 months, and ranged from one day to twenty years.

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table III.12
Homelessness
Denton County
Denton County Homeless Coalition

	2017	2016	2015	2014
Sheltered	96	148	247	188
Unsheltered	93	51	66	34
Total Homeless	228	230	313	268

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	0
Not Hispanic	0	0

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The 2017 count revealed 34 children that were homeless, including one unaccompanied minor. This represented 16 households that had at least one adult and one child. The count also included eight persons that were receiving veterans benefits.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Some 69.4 percent of survey participants, or 129, were white. Another 24.7 percent, or 46 persons, were black. In addition, an estimated 16.7 percent, or 27 persons, were Hispanic.

Table III.13
Homeless Subpopulations
Denton County
Denton County Homeless Coalition

	2017
Substance Abuse	41
Serious Mental Illness	34
Physical/Mental Disability	48
HIV/AIDS	2
PTSD	28
Traumatic Brain Injury	4
Domestic Violence	26
Veterans	8
Total Homeless	228

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The 2017 count revealed that 93 persons' nighttime residents were places not meant for human habitation, which represented almost half of respondents. Otherwise, the most frequent nighttime residence were emergency shelters for 76 persons, and transitional shelters for 12 persons.

Discussion:

While the Point-in-Time count only offers a glimpse at the issue of homelessness in the City of Lewisville, and Denton County as a whole, public input and commentary suggests that homelessness is a growing problem in the City. Service provider resources are being taxed at a greater rate in recent years, as the City continues to combat the effects of homelessness.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

According to HUD, special needs populations are "not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify." Because individuals in these groups face unique housing challenges and are vulnerable to becoming homeless, a variety of support services are needed in order for them to achieve and maintain a suitable and stable living environment. Each of these special needs populations will be discussed in terms of their size and characteristics, services and housing currently provided, and services and housing still needed.

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly Persons

According to 2010 Census Bureau data, 6,237 residents Lewisville were age 65 or older. While elderly is defined as persons over 62, "extra elderly" persons are those over the age of 75. Within the elderly population in Lewisville, 41.7 percent were extra elderly. The elderly population in Lewisville grew 88.4 percent between 2000 and 2010, which is greater than the overall rate of growth for the City of 22.6 percent. The two age groups with the greatest growth over this decade were those aged 85 and older, and those aged 80 to 84, with an increase of 132.5 percent and 102.1 percent, respectively.

People with Disabilities (Mental, Physical, Developmental)

Data from the 2017 Five-Year American Community Survey for Lewisville showed a total population of persons with disabilities of 8,436, with an overall disability rate of 8.4 percent. The age group with the highest disability rate is persons aged 75 and older. Females had a slightly higher disability rate at 9.0 percent, than males, at 7.8 percent. Disability rates got progressively higher with age. The most common disability is an ambulatory disability, followed by a cognitive disability.

People with Alcohol or other Drug Addictions

The Substance Abuse and Mental Health Services Administration released a report on substance abuse in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (MSA).[2] The report found that during 2005 through 2010, illicit drug use in the metropolitan area was 13.2 percent of the MSA population, which compares to the national average of 14.7 percent, or the State average of 12.6 percent. Prescription-type pain relievers, however, were used at a higher rate than the national average, with 5.2 percent of the metropolitan population versus 4.6 percent statewide and 4.9 percent nationally.

[2] https://www.samhsa.gov/data/sites/default/files/NSDUHMetroBriefReports/NSDUHMetroBriefReports/NSDUH-Metro-Dallas.pdf

Victims of Domestic Violence

Pinpointing a specific number of victims of domestic violence can be difficult because many cases go unreported. However, there are other means of gathering statistics, including tracking the numbers of cases that are reported to law enforcement. According to the Denton County Friends of the Family Agency, there were 3,041 crisis hotline calls in 2013, and 687 Violence Intervention and Prevention Clients.[3]

What are the housing and supportive service needs of these populations and how are these needs determined?

ELDERLY AND FRAIL ELDERLY PERSONS
As the elderly population continues to grow, so does the need for housing and service options, including in-home care, support, transportation, and housing options. Some 57 percent of Housing and Community Development survey respondents indicated a medium to high need for services and housing for the elderly and frail elderly.

PEOPLE WITH DISABILITIES (MENTAL, PHYSICAL, DEVELOPMENTAL)
The Housing and Community Development Survey also asked participants to rank the need for services and facilities for persons with disabilities. The results indicate a strong need for housing for both persons with physical disabilities and developmental disabilities, with over half of respondents indicating a medium to high level of need for services and facilities for both groups.

PEOPLE WITH ALCOHOL OR OTHER DRUG ADDICTIONS
The National Coalition for the Homeless notes that other needs for persons living with addictions to drugs or alcohol include transportation and support services, including work programs and therapy access. Barriers also include programs that follow abstinence-only policies. These programs are often unrealistic for persons suffering from addictions because they fail to address the reality of relapses. A person living in supportive housing with an addiction problem who experiences a relapse may suddenly become a homeless person.

Results from the 2017 Housing and Community Development Survey show that respondent indicated a moderate level for additional services and facilities for this special needs group.

VICTIMS OF DOMESTIC VIOLENCE
Results from the 2015 Housing and Community Development Survey indicated a high need level for additional domestic violence facilities and services in Lewisville.

In addition, social service needs were ranked during a dot exercise at the May 23 Public Input Meeting. The most highly rated needs were homeless services, mental health services, youth services and crisis/financial services.

[3] https://www.dcfof.org/general-statistics

Table III.14
Dot Exercise for Social Service Needs
City of Lewisville
Public Input Meeting

Social Service Need	No. of Responses
Homeless Services	9
Mental Health Services	7
Youth Services	6
Crisis/ Financial Services	5
Employment Training	5
Health Services	5
Senior Services	5
Transportation Services	3
Child Care Services	2
Housing Counseling	2
Services for Victims of Domestic Violence	2
Hunger/ Nutrition Services	1
Legal Services	1
Services for the Disabled	1
Substance Abuse Services	1
Fair Housing Activities	0
Other	0

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to CDC HIV Surveillance data, there were 1,282 HIV diagnoses in 2015 in the Dallas-Fort Worth- Arlington MSA. This represented a rate of 18.0 per 100,000 and a rank of 17. The prevalence of diagnosed HIV infection at the end of 2014 was 23,508 persons, at a rate of 337.9.

Discussion:

There are many at-need groups in the City of Lewisville. With an aging population, as well as a population that is becoming increasingly diverse, the needs within the City are changing. As such, the City continues to evaluate the non-homeless special needs throughout the City on an on-going basis.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Public input indicated the highest level of need for parks and recreation centers, community centers, and youth centers.

How were these needs determined?

These needs were determined by the 2017 Housing and Community Development Survey.

Table III.15
Please rate the need for the following community and public facilities.
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Parks and recreational centers	4	17	58	68	83	230
Community centers	6	17	67	57	83	230
Youth centers	6	19	71	53	81	230
Senior centers	5	30	64	48	83	230
Childcare facilities	17	31	53	44	85	230
Healthcare facilities	16	30	57	42	85	230
Residential treatment centers	16	36	60	30	88	230
Public buildings with improved accessibility	14	47	48	34	87	230

Describe the jurisdiction's need for Public Improvements:

Public input indicated the highest need for bicycle paths, street and road improvements, and sidewalk improvements.

How were these needs determined?

These needs were determined by the 2017 Housing and Community Development Survey.

Table III.16
Please rate the need for the following Infrastructure activities.
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Bicycle and walking paths	6	23	45	74	82	230
Sidewalk improvements	2	32	55	61	80	230
Street and road improvements	1	16	76	58	79	230
Bridge improvements	9	38	53	40	90	230
Flood drainage improvements	8	36	62	37	87	230
Water quality improvements	13	40	57	33	87	230
Solid waste facility improvements	10	44	56	33	87	230
Sewer system improvements	9	45	59	31	86	230
Storm sewer system improvements	9	49	54	31	87	230
Water system capacity improvements	5	48	59	29	89	230
Other infrastructure activities	10	0	3	13	204	230

Describe the jurisdiction's need for Public Services:

The highest rated needs for public services included youth centers, mental health/chemical dependency services, and healthcare services.

How were these needs determined?

These needs were determined by the 2017 Housing and Community Development Survey.

Table III.17
Please rate the need for the following human and public services
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Crime awareness education	3	22	51	69	85	230
Youth centers	4	22	52	68	84	230
Mental health/chemical dependency services	12	25	40	67	86	230
Transportation services	8	30	43	65	84	230
Healthcare services	9	28	42	64	87	230
Employment services	3	25	53	63	86	230
Fair housing education	14	28	36	61	91	230
Fair housing activities	16	24	42	59	89	230
Tenant/Landlord counseling	10	35	39	58	88	230
Senior services	4	31	53	57	85	230
Homebuyer education	6	26	50	57	91	230
Childcare services	15	32	48	50	85	230
Mitigation of lead-based paint hazards	19	59	32	31	89	230
Mitigation of asbestos hazards	19	57	33	31	90	230
Mitigation of radon hazards	18	61	35	26	90	230
Other	9	1	2	7	211	230

OMB Control No: 2506-0117 (exp. 07/31/2015)

IV. Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Market Analysis revealed the housing production has slowed down in recent years, while housing prices have continued to climb. In addition the rate of homeownership has fallen, while vacant housing has increased during the past decade. The availability of homeless services and facilities, as well as the availability of special needs services and facilities is limited by the available resources and may not be meeting all the needs of the community.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The production of housing units in the City of Lewisville has dropped off in recent years, even as the City's population continues to grow. As such, the availability of units may not be meeting the needs of the population, as discussed further below.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	18,113	45%
1-unit, attached structure	1,427	4%
2-4 units	547	1%
5-19 units	8,988	22%
20 or more units	9,741	24%
Mobile Home, boat, RV, van, etc	1,665	4%
Total	***40,481***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2008-2012 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	38	0%	300	1%
1 bedroom	140	1%	7,996	39%
2 bedrooms	1,229	7%	8,293	40%
3 or more bedrooms	15,351	92%	3,974	19%
Total	***16,758***	***100%***	***20,563***	***99%***

Table 28 – Unit Size by Tenure

Data Source: 2008-2012 ACS

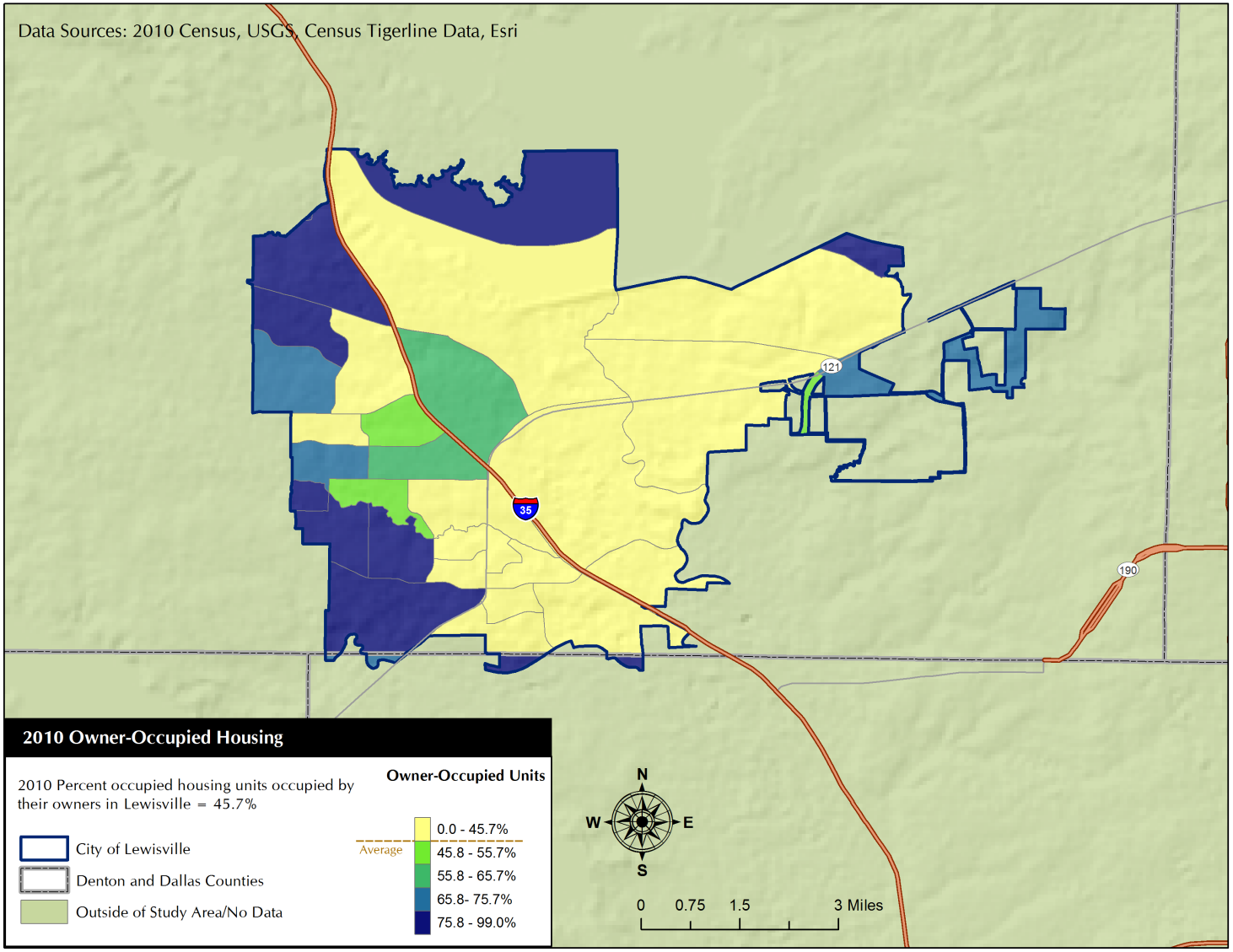
Housing Units by Type and Tenure

An estimated 47.7 percent of housing units were single family units in 2015. Apartments accounted for 45.8 percent in 2015, and mobile homes accounted for 4.5 percent of units.

Concentrations of owner-occupied housing shifted slightly between 2000 and 2010, but remained more highly concentrated on the outskirts of the City. In fact, in 2010, some areas of the western portion of the City has owner occupancy rates exceeding 75 percent. This shown in Map IV.1

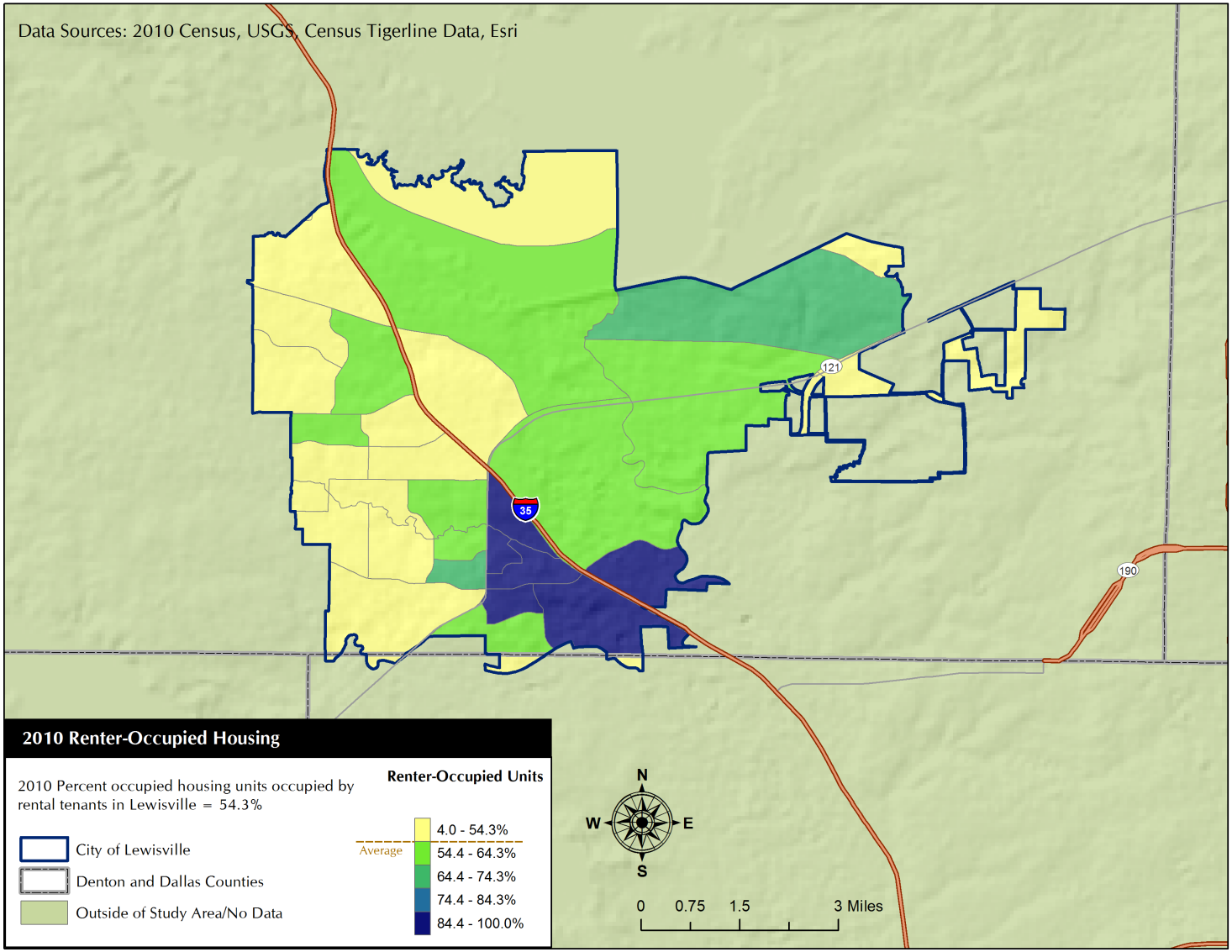
Conversely, renter-occupied housing was more highly concentrated in areas closer to the city-center, with the highest rates in 2010 at the southern part of the City, adjacent to Highway 35. This represents a slight shift from renter-occupied housing in 2000, as seen in Map IV.2.

Map IV.1
2010 Owner-Occupied Housing
City of Lewisville
2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.2
2010 Renter-Occupied Housing
City of Lewisville
2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

Table IV.1
Housing Units by Type
City of Lewisville
2000 Census SF3 & 2015 Five-Year ACS Data

Unit Type	2000 Census		2015 Five-Year ACS	
	Units	% of Total	Units	% of Total
Single-Family	16,841	53.1%	19,849	47.7%
Duplex	134	.4%	208	.5%
Tri- or Four-Plex	778	2.5%	613	1.5%
Apartment	12,090	38.1%	19,050	45.8%
Mobile Home	1,819	5.7%	1,873	4.5%
Boat, RV, Van, Etc.	58	.2%	44	0.1%
Total	**31,720**	**100.0%**	**41,637**	**100.0%**

An estimated 54.3 percent of the white population lived in single-family housing units in 2011-2015, as shown in Table IV.2, while 39.1 percent lived in apartments. Some 33.6 percent of black households lived in single family homes, while 63.2 percent lived in apartments. This figure represents the highest percentage of any racial group living in apartments in Lewisville.

Table IV.2
Distribution of Units in Structure by Race
City of Lewisville
2015 Five-Year ACS Data

Unit Type	White	Black	American Indian	Asian	Native Hawaiian/Pacific Islanders	Other	Two or More Races
Single-Family	54.3%	33.6%	57.6%	45.7%	%	28.4%	29.1%
Duplex	.4%	.5%	10.6%	2.7%	%	.0%	.0%
Tri- or Four-Plex	1.4%	1.8%	.0%	2.8%	%	.7%	1.7%
Apartment	39.1%	63.2%	31.8%	47.8%	%	52.8%	65.8%
Mobile Home	4.8%	.8%	.0%	1.0%	%	18.1%	2.5%
Boat, RV, Van, Etc.	.1%	.0%	.0%	.0%	%	.0%	.9%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

More than 94 percent of housing units in Lewisville were occupied in 2000, a figure that decreased to 93.8 percent in 2010, as shown in Table IV.3. The composition of owner and renter occupied housing units perfectly inverted between 2000 and 2010, as owner-occupied units in 2000 (54 percent) and renter-occupied units in 2000 (46 percent) swapped respective percentages by 2010. By 2015, owner- and renter-occupied housing units remained largely unchanged, accounting respectively for 44.2 and 55.8 percent of all housing units. The housing stock as a whole grew by 31.1 percent between 2000 and 2010.

Table IV.3
Housing Units by Tenure
City of Lewisville
2000 & 2010 Census SF1 Data

Tenure	2000 Census		2010 Census		% Change 00–10
	Units	% of Total	Units	% of Total	
Occupied Housing Units	30,043	94.6%	37,496	93.8%	24.8%
Owner-Occupied	16,184	53.9%	17,152	45.7%	6.0%
Renter-Occupied	13,859	46.1%	20,344	54.3%	46.8%
Vacant Housing Units	1,721	5.4%	2,471	6.2%	43.6%
Total Housing Units	**31,764**	**100.0%**	**39,967**	**100.0%**	**25.82%**

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table IV.4
Housing Units by Tenure
City of Lewisville
2010 Census & 2015 Five-Year ACS Data

Tenure	2010 Census		2015 Five-Year ACS	
	Units	% of Total	Units	% of Total
Occupied Housing Units	37,496	93.8%	38,430	92.3%
Owner-Occupied	17,152	45.7%	16,984	44.2%
Renter-Occupied	20,344	54.3%	21,446	55.8%
Vacant Housing Units	2,471	6.2%	3,207	7.7%
Total Housing Units	**39,967**	**100.0%**	**41,637**	**100.0%**

Unit Production and the Age of Housing Stock

The housing stock in the City of Lewisville is relatively newer, with over half of all units built since 1990. In fact, only 17.9 percent of the housing stock in Lewisville was built prior to 1980, as seen in Table IV.5.

Table IV.5
Households by Year Home Built
City of Lewisville
2000 Census SF3 & 2015 Five-Year ACS Data

Year Built	2000 Census		2015 Five-Year ACS	
	Households	% of Total	Households	% of Total
1939 or Earlier	167	.6%	330	.9%
1940 to 1949	276	.9%	197	.5%
1950 to 1959	646	2.2%	629	1.6%
1960 to 1969	1,338	4.5%	1,527	4.0%
1970 to 1979	4,906	16.3%	4,177	10.9%
1980 to 1989	8,820	29.4%	10,348	26.9%
1990 to 1999	13,872	46.2%	12,255	31.9%
2000 to 2009	.	.	7,597	19.8%
2010 or Later	.	.	1,370	%
Total	**30,025**	**100.0%**	**38,430**	**100.0%**

Table IV.6 shows the building permits and valuation for the City of Lewisville. Single family home permits have risen and fallen throughout the years since 1980, seeing a high of production in 1996 with 1,128 units. In more recent decades, however, single-family production has remained below 400 units per year. Multi-family housing, on the other hand, saw a large increase during the 1990's, but has since fallen. Multi-family housing units outpaced single-family units for most of the past decade. However, in 2014 and 2015, there were only 20 units permitted.

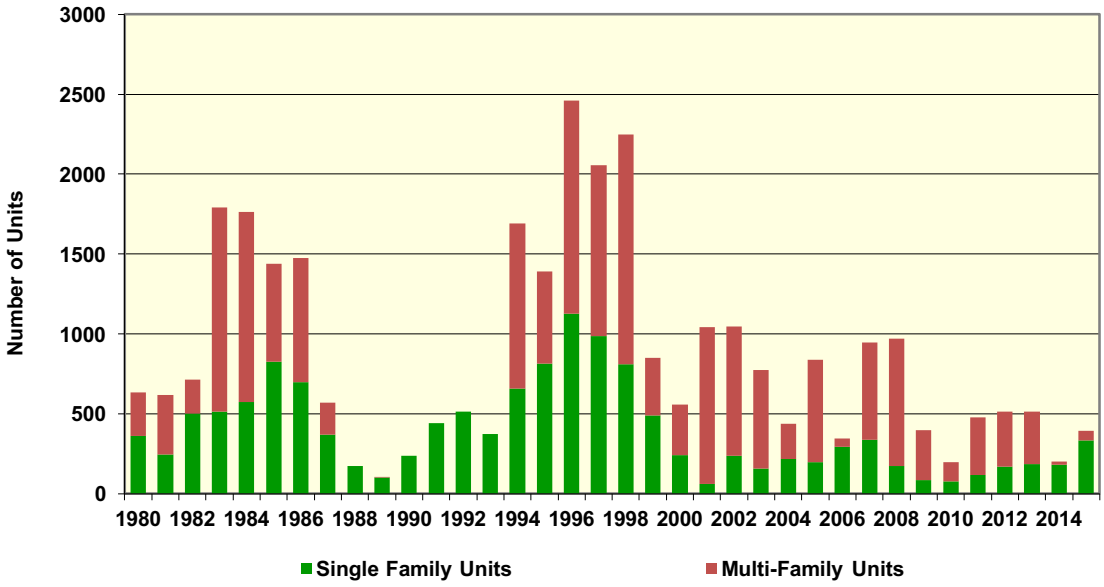
Table IV.6
Building Permits and Valuation
City of Lewisville
Census Bureau Data, 1990–2015

Year	Authorized Construction in Permit Issuing Areas					Per Unit Valuation Real 2016 Dollars	
	Single Family	Duplex Units	Tri- and Four-Plex	Multi-Family Units	Total Units	Single Family Units	Multi-Family Units
1980	360	18	0	256	634	123,828	46,268
1981	246	4	0	369	619	110,996	42,762
1982	503	0	0	212	715	84,302	42,369
1983	514	0	0	1,276	1,790	95,486	40,530
1984	573	2	18	1,170	1,763	94,514	41,881
1985	826	2	4	608	1,440	92,479	37,291
1986	699	0	0	778	1,477	100,457	33,873
1987	370	0	0	200	570	106,709	46,529
1988	172	0	0	0	172	108,725	0
1989	101	4	0	0	105	128,243	0
1990	238	0	0	0	238	134,280	0
1991	444	0	0	0	444	123,933	0
1992	514	0	0	0	514	117,425	0
1993	374	0	0	0	374	115,991	0
1994	658	0	0	1,032	1,690	129,527	49,320
1995	816	0	0	574	1,390	147,795	59,298
1996	1,128	0	0	1,331	2,459	170,945	50,036
1997	985	0	0	1,069	2,054	165,953	31,663
1998	810	0	0	1,437	2,247	153,629	51,980
1999	489	0	0	362	851	175,524	64,215
2000	242	0	0	318	560	272,154	53,495
2001	63	0	0	980	1,043	195,840	61,947
2002	239	12	0	796	1,047	149,953	53,227
2003	157	26	4	586	773	157,844	55,181
2004	216	8	0	212	436	120,112	58,984
2005	198	0	0	641	839	142,482	113,550
2006	293	0	0	52	345	179,169	58,768
2007	337	0	212	397	946	215,475	57,823
2008	173	0	64	733	970	157,503	50,395
2009	84	0	0	312	396	165,050	8,309
2010	79	0	0	120	199	142,198	119,270
2011	116	0	0	363	479	144,015	59,435
2012	168	0	0	345	513	169,653	74,368
2013	185	0	0	329	514	210,853	76,559
2014	181	0	0	20	201	217,868	92,166
2015	332	0	63	0	395	231,916	0

The production of Single and Multi-family units are shown in Diagram IV.1. Since 1980, multi-family units have made up a large portion of permitted units, with the exception of a period in the early 1990's. In recent years, multi-family units have generally outpaced single-family unit production, but they fell to zero in 2015.

OMB Control No: 2506-0117 (exp. 07/31/2015)

Diagram IV.1
Single and Multi-Family Building Permits
City of Lewisville
Census Bureau Data, 1990–2015



Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

As seen in Table IV.7, there are 9,869 households at or below 80 percent HAMFI that have housing problems, as estimated by 2009-2013 CHAS data. These at-need households are targeted by the City for CDBG funds, as well as with other programs.

Table IV.7
Total Households with Housing Problems by Income and Race
City of Lewisville
2009–2013 HUD CHAS Data

Income	Non-Hispanic by Race						Hispanic (Any Race)	Total
	White	Black	Asian	American Indian	Pacific Islander	Other Race		
With Housing Problems								
30% HAMFI or less	640	224	130	10	0	130	845	1,979
30.1-50% HAMFI	1,570	400	290	0	0	40	1,300	3,600
50.1-80% HAMFI	2,155	645	355	25	0	165	945	4,290
80.1-100% HAMFI	700	185	39	0	0	40	245	1,209
100.1% HAMFI or more	830	60	130	4	0	24	390	1,438
Total	5,895	1,514	944	39	0	399	3,725	12,516

OMB Control No: 2506-0117 (exp. 07/31/2015)

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

As seen in Maps IV.3 and IV.4, there are a number of affordable housing units in the City that are affordable, primarily funded through Low Income Housing Tax Credits (LIHTC). There are no Section 8 project units in the City.

Does the availability of housing units meet the needs of the population?

As shown in previous sections, the number of households with cost burdens has risen in the past few years, demonstrating that the available housing units do not meet the needs of the population.

Describe the need for specific types of housing:

According to public input, the greatest housing needs in the City are affordable owner-occupied units. This has been echoed by both the 2017 Housing and Community development survey, as well as other public input and City feedback.

Discussion

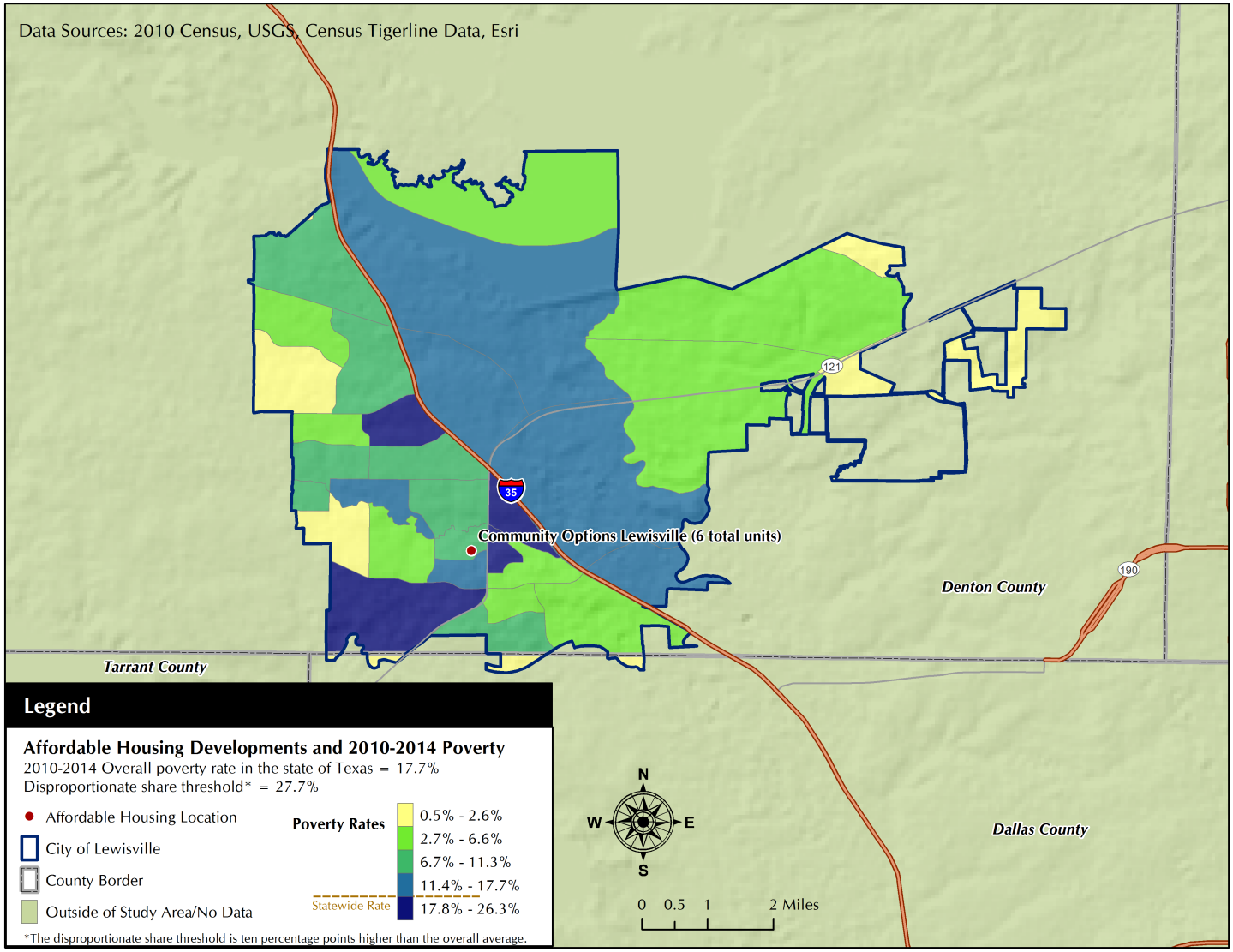
The number of units in the City of Lewisville has been growing slightly, but at a much slower rate than the City's population has grown. This may present challenges for the City and its residents to meet housing needs, especially low to moderate income households.

Map IV.3

Affordable Housing Units

City of Lewisville

2010 Census, USGS, Census Tigerline



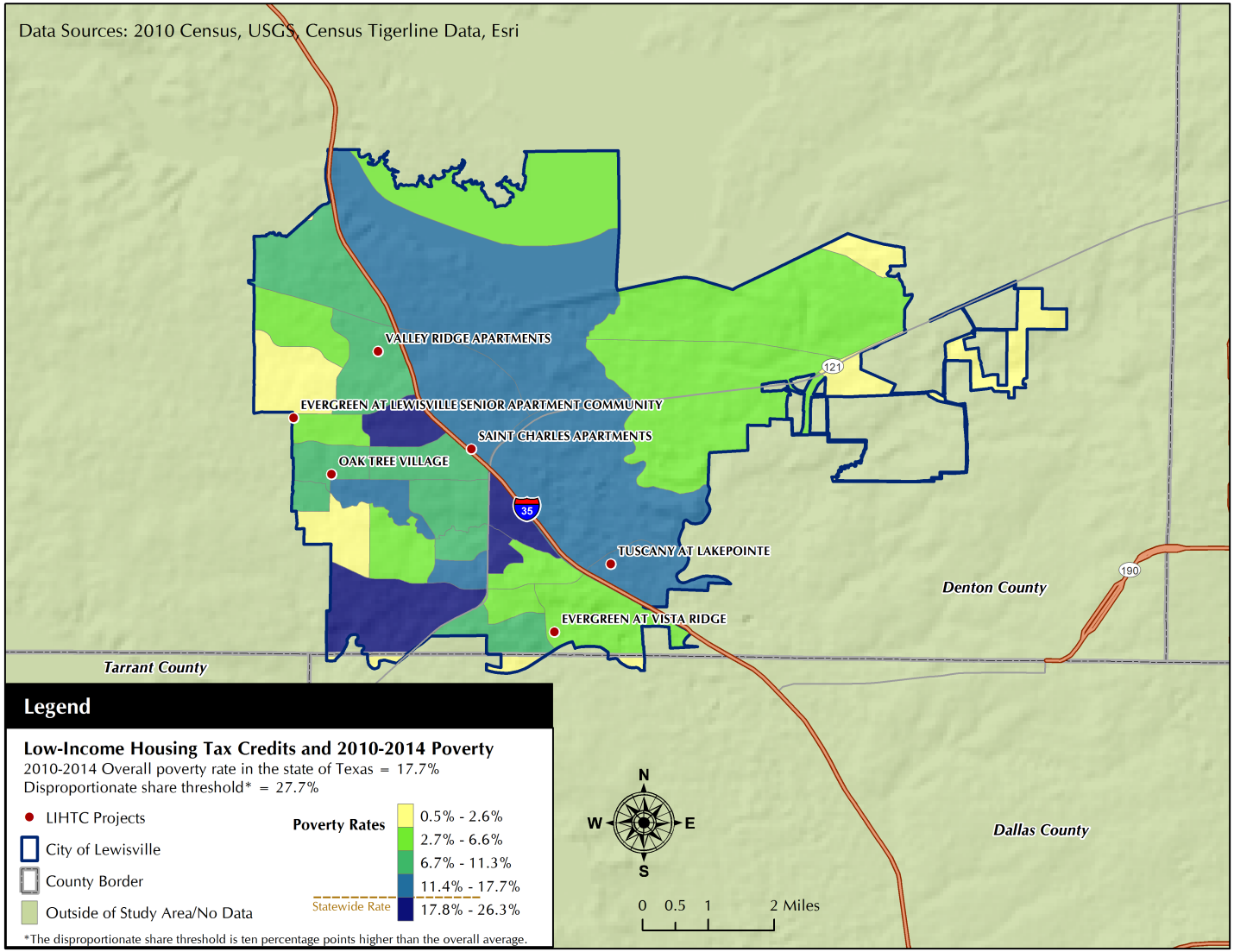
OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.4

LIHTC Units

City of Lewisville

2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Median housing costs grew between 2000 and 2010 in the City. Median contract rent grew from $783 in 2000 to $812 in 2010, while median home value grew from $116,700 in 2000 to $156,100 in 2010. These data are presented in Tables IV.8.

Table IV.8
Median Housing Costs
City of Lewisville
2000 Census SF3 & 2014 Five-Year ACS Data

Housing Cost	2000	2010
Median Contract Rent	$783	$812
Median Home Value	$116,700	$156,100

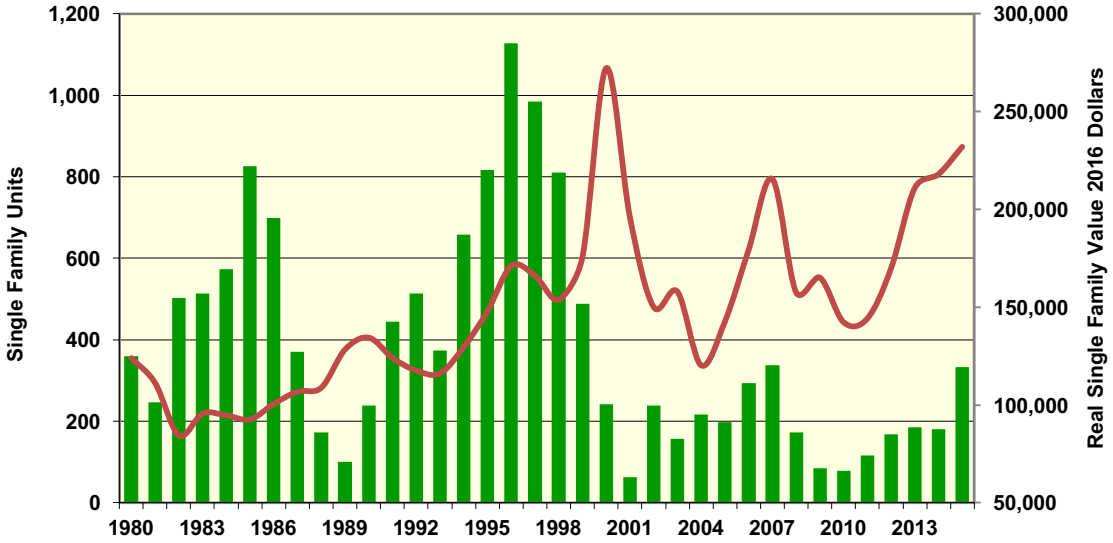
Additional data indicates the rapid growth of housing costs in Lewisville. In March 2017, the median home price in Lewisville was $251,000, as seen in Table IV.9.

Table IV.9
Housing Prices
Lewisville
Texas A&M Real Estate Center

March Monthly Housing Data	Median Home Price	One-Year Growth
2014	$182,500	14.06%
2015	$197,250	7.48%
2016	$234,000	15.71%
2017	$251,000	6.77%

The value of single-family construction, that value without the lot or lot improvement costs, increased, in general, from 1980 to 2000 before declining to approximately $120,000 in 2004. Valuation increased again until 2007 before once again declining. Since 2011, single-family valuation has been rising steadily, reaching $231,916 in 2015. This trend is illustrated in Diagram IV.2.

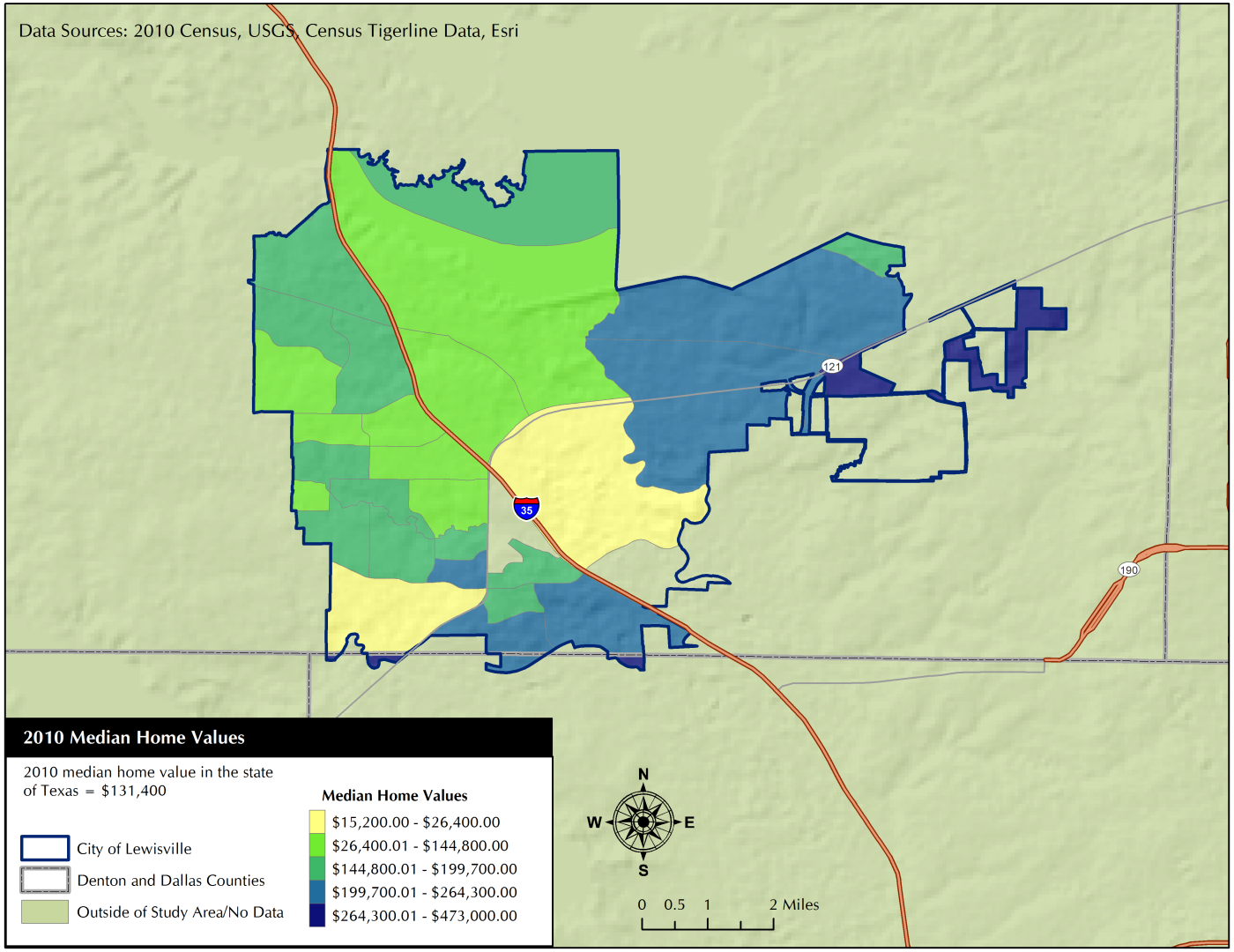
Diagram IV.2
Single Family Building Permits and Valuation
City of Lewisville
Census Bureau Data, 1990–2015



Median home values rose between 2000 and 2010, and higher value homes were located primarily in the southern and eastern part of the City by 2010. Some of these areas saw values exceed $400,000. The highest rental rates in 2010 were found on the outskirts of the City, and lower rents were found in the central-northern part of the City. These are shown in Maps IV.5 and IV.6.

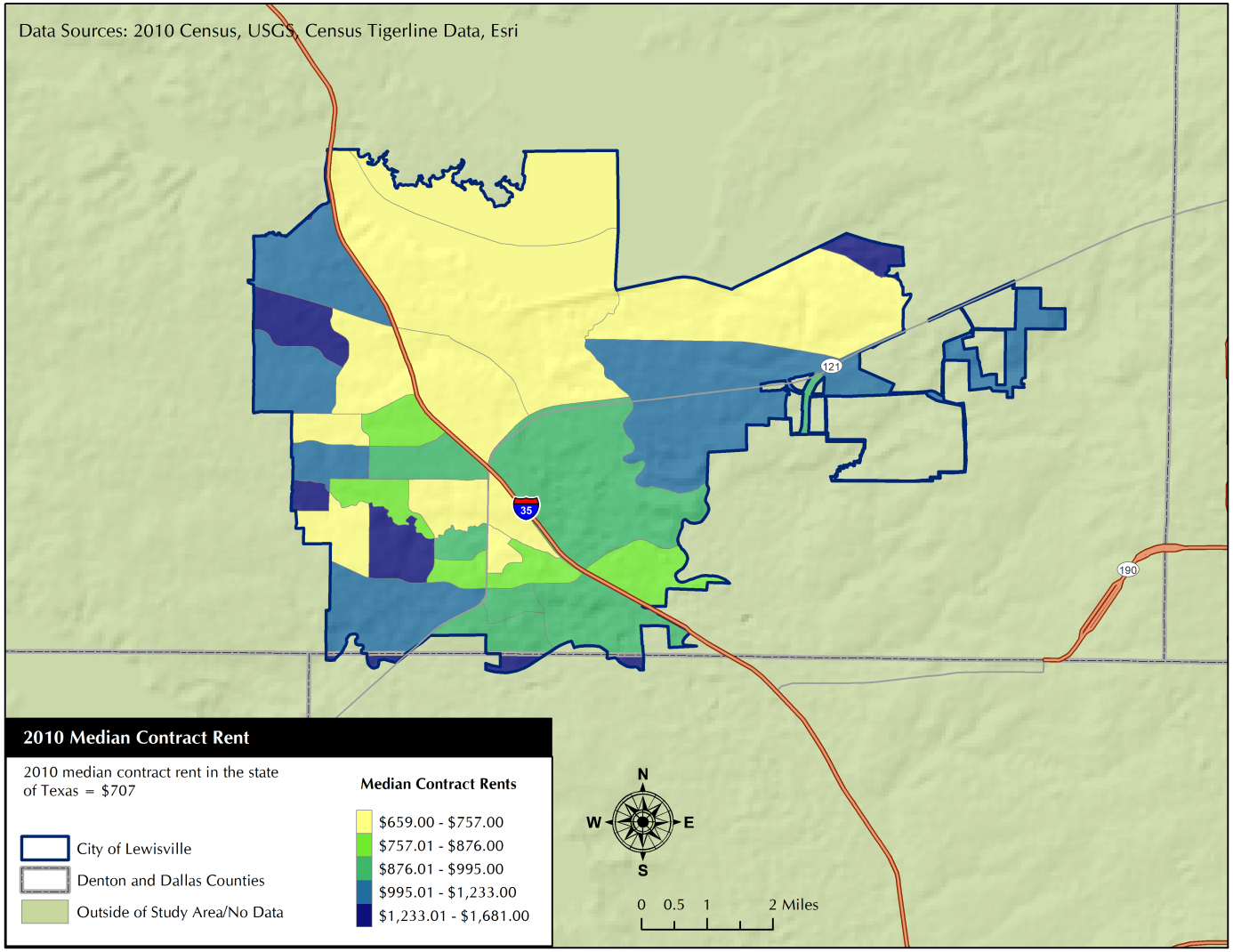
OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.5
2010 Median Home Values
City of Lewisville
2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.6
2010 Median Contract Rent
City of Lewisville
2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

Cost of Housing

	Base Year: 2000	Most Recent Year: 2012	% Change
Median Home Value	111,900	153,000	37%
Median Contract Rent	684	796	16%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2008-2012 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	1,122	5.5%
$500-999	14,988	72.9%
$1,000-1,499	3,663	17.8%
$1,500-1,999	572	2.8%
$2,000 or more	218	1.1%
Total	***20,563***	***100.0%***

Table 30 - Rent Paid

Data Source: 2008-2012 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	225	No Data
50% HAMFI	1,655	944
80% HAMFI	10,259	3,168
100% HAMFI	No Data	4,867
Total	***12,139***	***8,979***

Table 31 – Housing Affordability

Data Source: 2008-2012 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

As seen in the Cost burden section of this document, as well as demonstrated by data presented in this section, there is not sufficient housing for households at lower income levels. The number of households with cost burden and severe cost burdens, especially households at lower income levels, demonstrate the need for more housing that is affordable to low-income households.

How is affordability of housing likely to change considering changes to home values and/or rents?

As shown above, the price of housing has continued to rise and as shown in other sections, cost burdens have risen as well. As this trend continues, the state expects that housing will continue to remain unaffordable to many households and the number of households facing cost burdens will continue to rise.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

As discussed previously in this section, housing prices, including rentals, have continued to increase over the past few years. The City expects that the mean rental price is higher now than what is was in 2010. As such, the current FMR rates and HOME rents are consistently lower than market rate rentals. This increases the need to suitable affordable housing options for at-need households throughout the City.

Discussion

Housing prices in Lewisville have continued to rise over the past decade, leaving many households paying a high proportion of their income towards housing costs. As the number of households with housing cost burdens increases, many housing units are out of the reach of households in the City. This is true for homeowner housing as well as rental housing. Many moderate income households are unable to buy units as the price continues to rise in the City and the surrounding areas. The affordability of housing is a major concern for residents, as well as for the City.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The following narrative describes the condition of housing in the City of Lewisville.

Definitions

Units that are classified as substandard condition are in poor condition and do not meet all state and local codes. Units that are substandard condition but are suitable for rehabilitation are both structurally and financially feasible to rehabilitate. Standard condition is a unit that meets all state and local codes.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,945	24%	7,841	38%
With two selected Conditions	72	0%	670	3%
With three selected Conditions	0	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	12,741	76%	12,052	59%
Total	***16,758***	***100%***	***20,563***	***100%***

Table 33 - Condition of Units

Data Source: 2008-2012 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	2,644	16%	5,973	29%
1980-1999	9,531	57%	11,655	57%
1950-1979	4,328	26%	2,689	13%
Before 1950	255	2%	246	1%
Total	***16,758***	***101%***	***20,563***	***100%***

Table 34 – Year Unit Built

Data Source: 2008-2012 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	4,583	27%	2,935	14%
Housing Units build before 1980 with children present	5,828	35%	2,669	13%

Table 35 – Risk of Lead-Based Paint

Data Source: 2008-2012 ACS (Total Units) 2008-2012 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Vacant Housing Units

Vacant housing units grew slightly from 5.4 percent of units in 2000 to 7.7 percent in 2015. A majority of vacant housing units were available for sale or for rent in 2000 and 2010 (around 80 percent in both years), as shown in Table IV.10. Around 10 percent of vacant units were classified as "other vacant" in 2010, or an estimated 236 units within the City.

Table IV.10
Disposition of Vacant Housing Units
City of Lewisville
2000 & 2010 Census SF1 Data

Disposition	2000 Census		2010 Census		% Change 00–10
	Units	% of Total	Units	% of Total	
For Rent	1,154	67.1%	1,729	70.0%	49.83%
For Sale	248	14.4%	276	11.2%	11.29%
Rented or Sold, Not Occupied	97	5.6%	125	5.1%	28.87%
For Seasonal, Recreational, or Occasional Use	49	2.8%	105	4.2%	114.29%
For Migrant Workers	8	0.5%	0	0.0%	-100.00%
Other Vacant	165	9.6%	236	9.6%	43.03%
Total	**1,721**	**100.0%**	**2,471**	**100.0%**	**43.6%**

According to recent estimates from the 201-2015 ACS, the percentage of vacant units in the City has grown since 2010. "Other" vacant units also grew as a proportion of vacant housing units by 2015, but at a greater rate, from 9.6 percent of vacant units to over 35 percent in 2015. In 2015, there were an estimated 3,207 vacant units, some 1,141 of which were classified as "other" vacant.

Table IV.11
Disposition of Vacant Housing Units
City of Lewisville
2010 Census & 2015 Five-Year ACS Data

Disposition	2010 Census		2015 Five-Year ACS	
	Units	% of Total	Units	% of Total
For Rent	1,729	70.0%	1,027	32.0%
For Sale	276	11.2%	184	5.7%
Rented or Sold, Not Occupied	125	5.1%	624	19.5%
For Seasonal, Recreational, or Occasional Use	105	4.2%	231	7.2%
For Migrant Workers	0	0.0%	0	.0%
Other Vacant	236	9.6%	1,141	35.6%
Total	**2,471**	**100.0%**	**3,207**	**100.0%**

The City saw no areas with high concentrations of vacant housing in 2010, as seen in Maps IV.7. However, the City did see concentrations of "other" vacant housing during this time period. Some areas in the western portion of the City saw other vacant housing that exceeded 29 percent. As "other" vacant housing is not available to the marketplace, these areas may be problematic due to the blighting effect of these units.

Need for Owner and Rental Rehabilitation

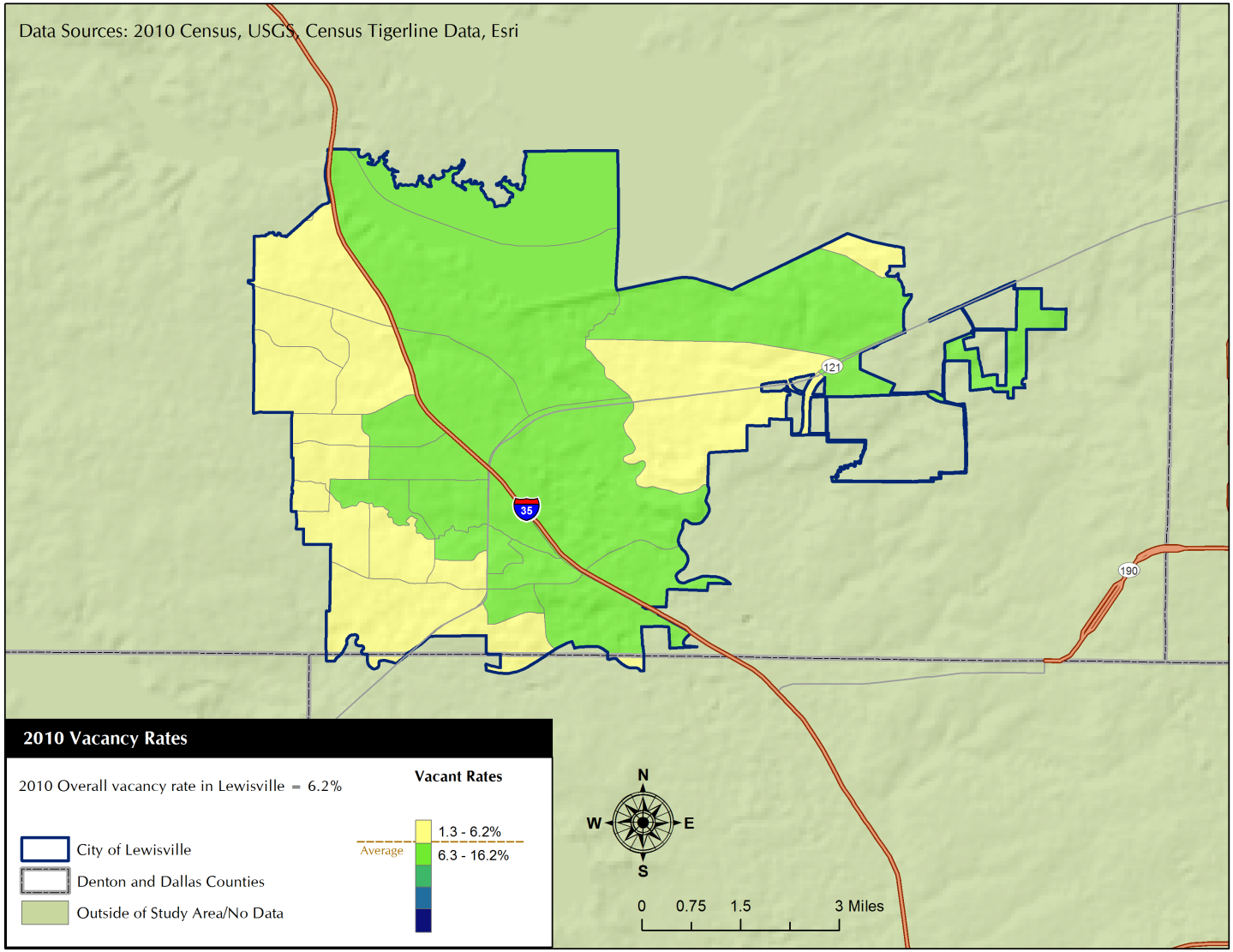
As shown in the 2017 Housing and Community Development survey, there is a moderate need for homeowner rehabilitation in Lewisville. There is also a medium level need for rental rehabilitation.

Table IV.12
Please rate the need for the following Housing activities.
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
First-time home-buyer assistance	11	28	50	94	47	230
Supportive housing for homeless or disabled	13	33	50	87	47	230
Energy efficient retrofits	10	29	56	85	50	230
Homeowner housing rehabilitation	6	25	74	77	48	230
Rental housing for very low-income households	25	39	45	76	45	230
Construction of new affordable for-sale housing	21	27	60	75	47	230
Senior-friendly housing	9	23	79	72	47	230
Rental assistance	28	42	42	71	47	230
Retrofitting existing housing to meet seniors' needs	7	37	71	68	47	230
Homeownership in communities of color	31	28	53	67	51	230
Construction of new affordable rental housing	40	36	42	65	47	230
Rental housing rehabilitation	18	35	69	60	48	230
Preservation of federal subsidized housing	33	41	48	60	48	230
Mixed income housing	32	47	54	46	51	230
Downtown housing	27	56	58	41	48	230
Mixed used housing	33	65	46	38	48	230
Housing demolition	27	84	44	24	51	230
Other Housing activities	25	2	7	23	173	230

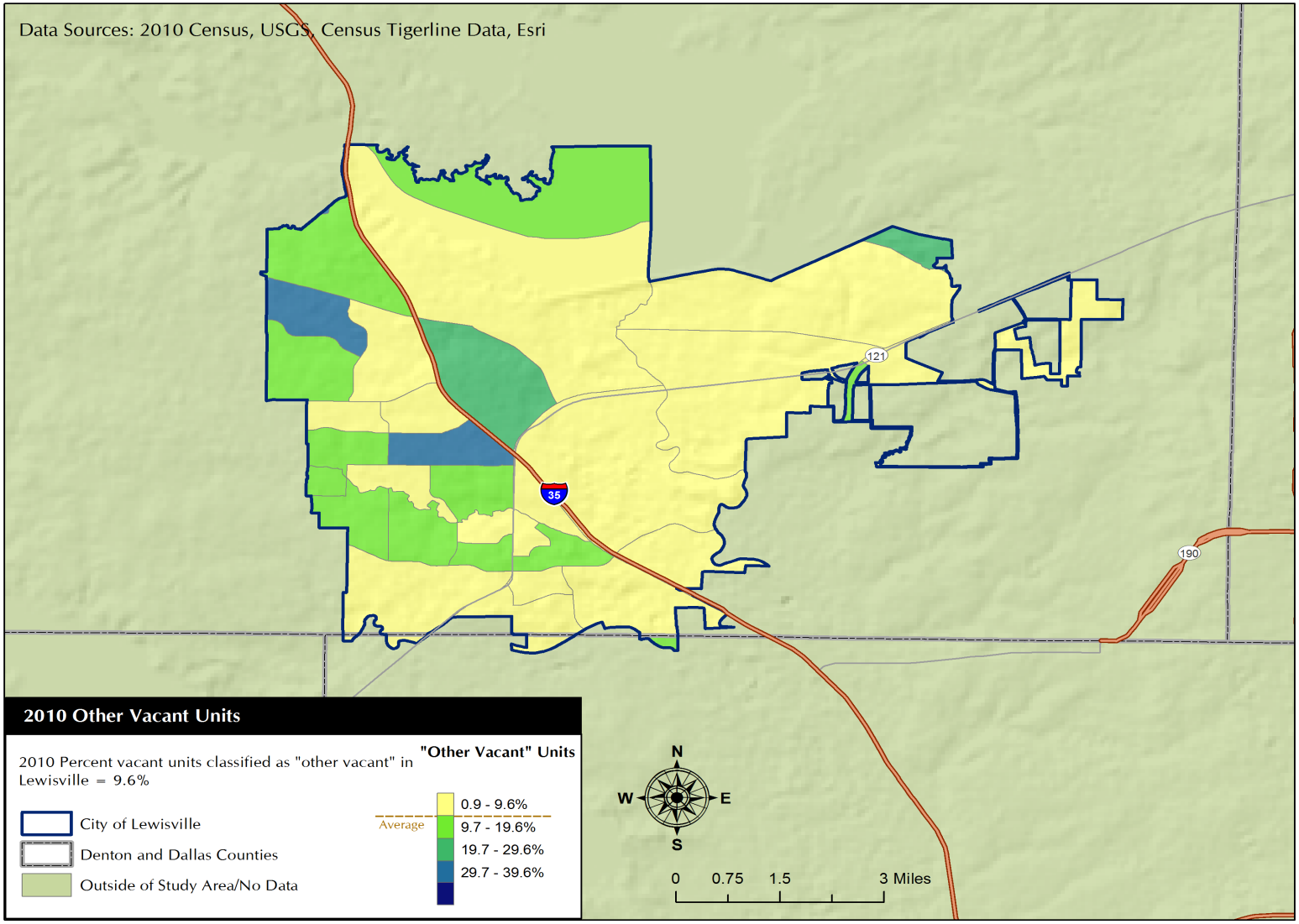
OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.7
2010 Vacant Housing
City of Lewisville
2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.8
2010 Other Vacant Housing
City of Lewisville
2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Tables IV.13 through IV.14 show the level of lead based paint risks. As seen in Table IV.13, there are some 845 households built prior to 1979 with children aged 6 or younger with risk of lead based paint in the City of Lewisville. There are an additional 930 rental households at risk of lead paint exposure. This accounts for 1,775 households, or 4.7 percent of all households in the City.

Table IV.13
Vintage of Owner-Occupied Households by Income and Presence of Young Children
City of Lewisville
2009–2013 HUD CHAS Data

Income	One or more children age 6 or younger	No children age 6 or younger	Total
Built 1939 or Earlier			
30% HAMFI or less	0	4	4
30.1-50% HAMFI	0	0	0
50.1-80% HAMFI	0	10	10
80.1-100% HAMFI	0	0	0
100.1% HAMFI and above	0	190	190
Total	0	204	204
Built 1940 to 1979			
30% HAMFI or less	0	120	120
30.1-50% HAMFI	95	400	495
50.1-80% HAMFI	230	650	880
80.1-100% HAMFI	35	560	595
100.1% HAMFI and above	485	1,805	2,290
Total	845	3,535	4,380
Total			
30% HAMFI or less	95	429	524
30.1-50% HAMFI	290	660	950
50.1-80% HAMFI	435	1,480	1,915
80.1-100% HAMFI	325	1,265	1,590
100.1% HAMFI and above	2,380	9,410	11,790
Total	**3,525**	**13,244**	**16,769**

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table IV.14
Vintage of Renter-Occupied Households by Income and Presence of Young Children
City of Lewisville
2009–2013 HUD CHAS Data

Income	One or more children age 6 or younger	No children age 6 or younger	Total
Built 1939 or Earlier			
30% HAMFI or less	0	0	0
30.1-50% HAMFI	0	35	35
50.1-80% HAMFI	0	0	0
80.1-100% HAMFI	0	0	0
100.1% HAMFI and above	0	160	160
Total	0	195	195
Built 1940 to 1979			
30% HAMFI or less	150	230	380
30.1-50% HAMFI	175	430	605
50.1-80% HAMFI	350	490	840
80.1-100% HAMFI	15	255	270
100.1% HAMFI and above	240	400	640
Total	930	1,805	2,735
Total			
30% HAMFI or less	660	1,030	1,690
30.1-50% HAMFI	645	2,535	3,180
50.1-80% HAMFI	1,315	4,170	5,485
80.1-100% HAMFI	530	2,370	2,900
100.1% HAMFI and above	930	6,365	7,295
Total	**4,080**	**16,470**	**20,550**

Discussion

Since 2000, the City has experienced an increase in the amount of vacant housing units, including those that are "other" vacant. Units classified as other" vacant are not for sale or for rent, and are not otherwise available to the marketplace. In addition, the 2017 Housing and Community Development survey ranked homeowner housing rehabilitation as one of the top housing needs for the City. These two factors present an opportunity for the City to utilize existing housing units to meet housing needs through rehabilitation.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of Lewisville does not operate any Public Housing units.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available				1,525			0	0	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Not applicable.

OMB Control No: 2506-0117 (exp. 07/31/2015)

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Not applicable.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Not applicable.

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The City of Lewisville works closely with the Denton County Homeless Coalition. The Coalition's 2015 Housing Inventory report provides a picture of county-wide homeless facilities. The following narrative describes the facilities for all of Denton County. There are eight homeless facilities in Denton County. Table 43, below, reflects information for the entire Balance of State Continuum of Care. Information pertaining more directly to the City of Lewisville and Denton County are included in the narrative that follows.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	1711		1051	369	
Households with Only Adults	2011		259	676	
Chronically Homeless Households				200	
Veterans	58		5	613	
Unaccompanied Youth			21	0	

Table 39 - Facilities and Housing Targeted to Homeless Households

OMB Control No: 2506-0117 (exp. 07/31/2015)

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Service providers in the City of Lewisville and Denton County utilize mainstream services and screen eligibility for services such as Medicare and Medicaid, Veteran benefits, and SSI and Social Security benefits.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

There are eight homeless service providers in Denton County that provide a variety of services to the homeless population. Some of these services include food services, employment services, counseling, case management, legal services, psychiatric services, and wellness and re-entry planning. The eight service provider listed below serve Denton County.

Solutions of North Texas
Denton County Friends of the Family
Denton County MHMR
Monsignor King Outreach Center
Giving Hope Inc.
The Salvation Army Denton
Serve Denton
Denton Affordable Housing Corp.

OMB Control No: 2506-0117 (exp. 07/31/2015)

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

As seen in Table IV.XX, the highest rated needs for special needs groups include veterans, victims of domestic violence, and the frail elderly. There is a moderate level of need for persons with severe mental illness and physical disabilities. The most highly rated needs for supportive housing for non-homeless populations include housing for persons with disabilities, permanent supportive housing, and senior housing.

Public input suggested that there are additional needs for mental health and substance abuse services in the City and region, including in-patient treatment options. As noted previously, the growing elderly population, and the high rate of disability for the elderly, indicates an ongoing need for housing and service options for the elderly and frail elderly.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The Denton County Homeless Coalition has a discharge policy to ensure that persons returning from mental and physical health institutions are evaluated for appropriate housing options. Through fostering relationships with local hospitals, services are matched to persons in need of housing assistance.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

See below.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

As seen in Table IV.15, the biggest barriers to the development and preservation of affordable housing are the cost of land or lot, Not in My Back Yard (NIMBY) mentality, and lack of available land.

Table IV.15
Do any of the following acts as barriers to the development or preservation of housing?
City of Lewisville
2017 Housing and Community Development Survey

Barrier	Total
Cost of land or lot	70
Not In My Back Yard (NIMBY) mentality	70
Lack of available land	55
Lack of Affordable housing development policies	52
Cost of materials	49
Cost of labor	48
Permitting fees	32
Construction fees	32
Density or other zoning requirements	29
Permitting process	28
Lack of qualified contractors or builders	22
Lot size	20
Impact fees	19
Building codes	17
ADA codes	16
Lack of other infrastructure	13
Lack of sewer system	5
Lack of water	2

OMB Control No: 2506-0117 (exp. 07/31/2015)

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The size of the labor force, which represents the number of residents either working or looking for work, and the number of workers employed in Lewisville have both grown for more than two decades. Table IV.16 shows the labor force statistics for the City of Lewisville. As seen therein, the labor force in the City has increased steadily since 1990, more than doubling by 2015. Employment also grew steadily until 2005 when it declined, and again in 2009 during the nation-wide recession. After this, however, employment grew to over 59,000. This is illustrated in Diagram IV.3.

Table IV.16
Labor Force Statistics
City of Lewisville
1990 - 2015 BLS Data

Year	Unemployment	Employment	Labor Force	Unemployment Rate	
				Lewisville	State of Texas
1990	1,106	29,037	30,143	3.7	6.3
1991	1,330	29,335	30,665	4.3	6.9
1992	1,448	30,186	31,634	4.6	7.6
1993	1,210	31,552	32,762	3.7	7.2
1994	1,232	33,642	34,874	3.5	6.5
1995	1,117	35,168	36,285	3.1	6.1
1996	954	37,022	37,976	2.5	5.7
1997	807	39,435	40,242	2.0	5.3
1998	762	41,457	42,219	1.8	4.9
1999	766	43,964	44,730	1.7	4.7
2000	1,483	50,007	51,490	2.9	4.3
2001	1,933	51,399	53,332	3.6	5.0
2002	2,832	52,148	54,980	5.2	6.4
2003	3,057	53,295	56,352	5.4	6.7
2004	2,718	55,196	57,914	4.7	5.9
2005	2,259	52,170	54,429	4.2	5.4
2006	2,217	54,231	56,448	3.9	4.9
2007	2,006	55,577	57,583	3.5	4.3
2008	2,326	56,307	58,633	4.0	4.8
2009	3,756	55,729	59,485	6.3	7.6
2010	3,858	52,857	56,715	6.8	8.1
2011	3,592	54,069	57,661	6.2	7.8
2012	3,188	55,343	58,531	5.4	6.7
2013	3,010	56,563	59573	5.1	6.2
2014	2,570	57,984	60554	4.2	5.1
2015	2,052	59,783	61835	3.3	4.5

OMB Control No: 2506-0117 (exp. 07/31/2015)

Diagram IV.3
Employment and Labor Force
City of Lewisville
1990 - 2015 BLS Data

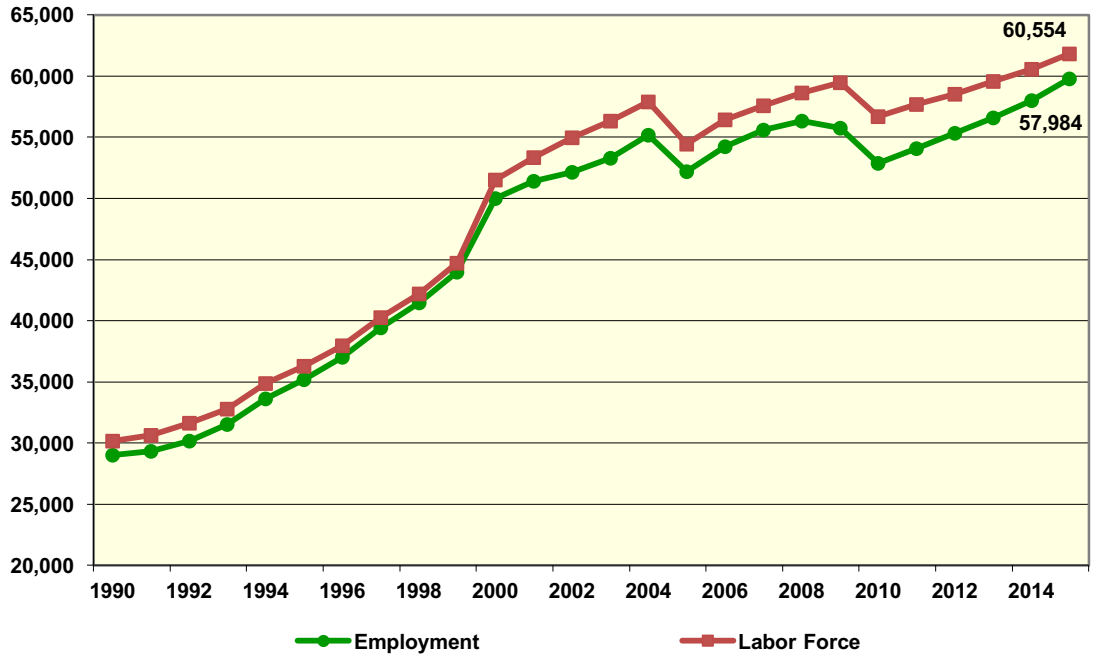
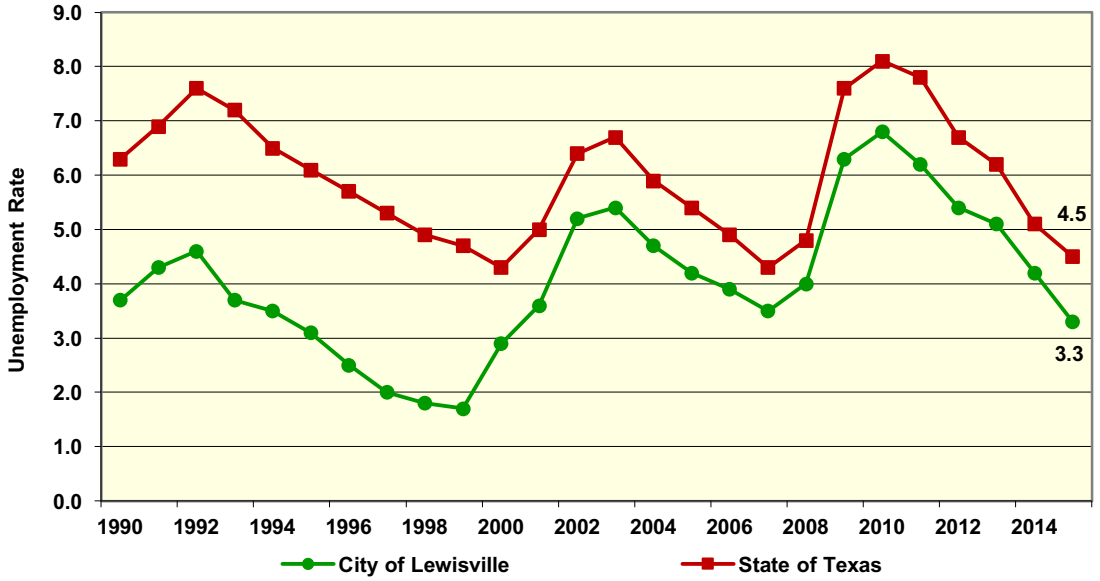


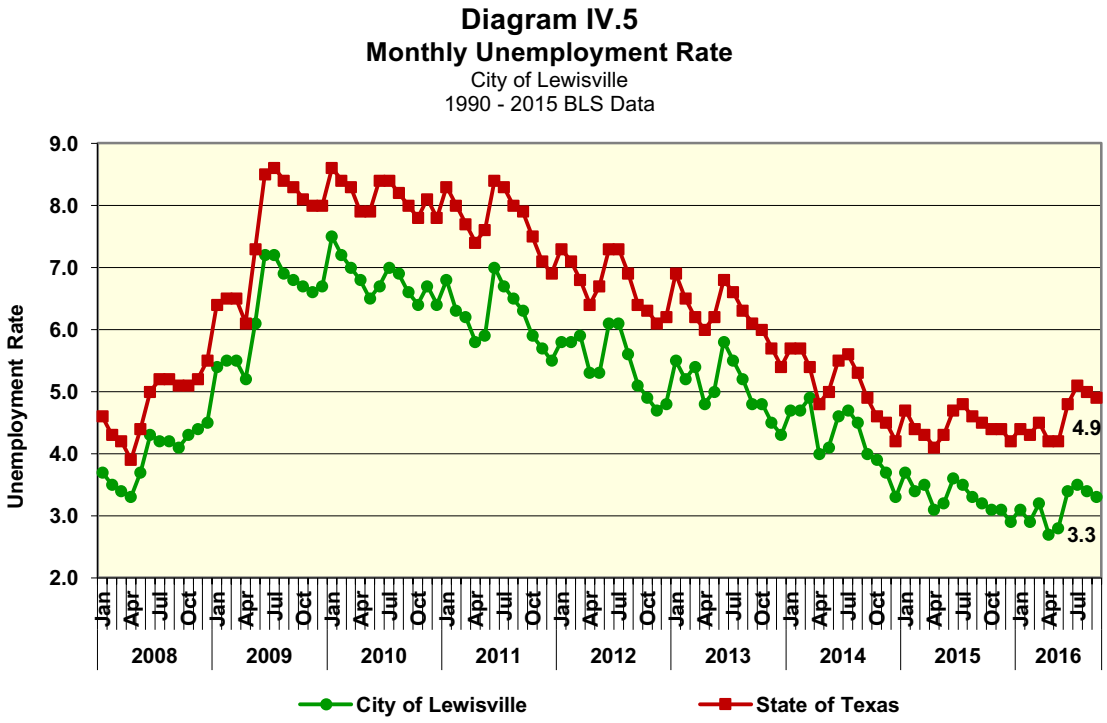
Diagram IV.4 shows the unemployment rate for the City, which has remained below the State average since 1990. The unemployment rate saw upticks in the early 2000's and again in 2010, reaching 6.8 percent. By 2015, however, the rate had fallen to 3.3 and remained below the State's rate of 4.5 percent.

Diagram IV.4
Unemployment Rate
City of Lewisville
1990 - 2015 BLS Data



OMB Control No: 2506-0117 (exp. 07/31/2015)

Diagram IV.5 offers a more detailed look at monthly unemployment since 2008. The highest rate of unemployment was seen starting mid-year 2009 through 2011. Since that time, it has fallen consistently along with State levels.



OMB Control No: 2506-0117 (exp. 07/31/2015)

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	418	90	1	0	-1
Arts, Entertainment, Accommodations	5,768	6,042	13	14	1
Construction	2,274	3,664	5	8	3
Education and Health Care Services	6,153	7,089	14	16	2
Finance, Insurance, and Real Estate	5,108	4,895	12	11	-1
Information	1,533	776	3	2	-1
Manufacturing	3,349	2,773	8	6	-2
Other Services	1,511	1,043	3	2	-1
Professional, Scientific, Management Services	5,380	2,652	12	6	-6
Public Administration	0	0	0	0	0
Retail Trade	6,500	8,704	15	20	5
Transportation and Warehousing	2,342	1,566	5	4	-1
Wholesale Trade	3,824	4,750	9	11	2
Total	44,160	44,044	--	--	--

Table 40 - Business Activity

Data Source: 2008-2012 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

OMB Control No: 2506-0117 (exp. 07/31/2015)

Labor Force

Total Population in the Civilian Labor Force	58,501
Civilian Employed Population 16 years and over	55,067
Unemployment Rate	5.87
Unemployment Rate for Ages 16-24	18.02
Unemployment Rate for Ages 25-65	4.51

Table 41 - Labor Force

Data Source: 2008-2012 ACS

Occupations by Sector	Number of People
Management, business and financial	13,099
Farming, fisheries and forestry occupations	3,344
Service	5,091
Sales and office	16,086
Construction, extraction, maintenance and repair	3,885
Production, transportation and material moving	2,913

Table 42 – Occupations by Sector

Data Source: 2008-2012 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	30,540	60%
30-59 Minutes	17,514	34%
60 or More Minutes	2,858	6%
Total	***50,912***	***100%***

Table 43 - Travel Time

Data Source: 2008-2012 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	4,862	410	1,796
High school graduate (includes equivalency)	9,602	529	1,546
Some college or Associate's degree	15,769	941	2,345
Bachelor's degree or higher	15,146	622	1,879

Table 44 - Educational Attainment by Employment Status

Data Source: 2008-2012 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	220	820	1,033	1,392	452
9th to 12th grade, no diploma	1,740	1,433	1,292	1,098	580
High school graduate, GED, or alternative	2,561	3,721	2,877	5,087	2,272
Some college, no degree	3,584	5,262	3,456	5,230	1,599
Associate's degree	253	1,726	1,435	1,993	439
Bachelor's degree	1,151	5,387	3,069	4,307	963
Graduate or professional degree	92	1,195	1,750	1,959	428

Table 45 - Educational Attainment by Age

Data Source: 2008-2012 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	21,455
High school graduate (includes equivalency)	31,467
Some college or Associate's degree	37,248
Bachelor's degree	51,150
Graduate or professional degree	63,139

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2008-2012 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

As seen in Table 45, the employment sectors with the greatest share of workers includes Retail Trade, Education and Health Care Services, and Arts, Entertainment, Accommodations.

Describe the workforce and infrastructure needs of the business community:

As seen in Table IV.17, the highest rated needs for business and economic development include retention of existing businesses, fostering businesses with higher paying jobs, and attraction of new businesses. In addition the 2017 Housing and Community Development survey indicated at 19 percent of funds should be allocated to economic development.

Table IV.17
Please rate the need for the following Business and Economic Development activities.
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Retention of existing businesses	3	15	57	86	69	230
Foster businesses with higher paying jobs	4	19	55	79	73	230
Attraction of new businesses	8	14	65	76	67	230
Provision of job training	7	18	78	56	71	230
Provision of job re-training, such as after plant or other closures	10	33	73	43	71	230
Expansion of existing businesses	8	42	68	42	70	230
Enhancement of businesses infrastructure	6	41	67	42	74	230
Provision of working capital for businesses	14	40	72	29	75	230
Provision of technical assistance for businesses	13	43	69	29	76	230
Development of business incubators	14	41	60	27	88	230
Investment as equity partners	17	46	62	23	82	230
Provision of venture capital	16	46	62	23	83	230
Development of business parks	28	64	46	17	75	230
Other business activities	10	2	3	8	207	230

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Lewisville's 2025 plan includes a push to improve employment opportunities within the City. During 2016, the City brought in various new businesses along with additional employment opportunities. Upcoming developments include an additional 1,200 jobs over the next few years, additional warehouse building, and continued work with LISD and NCTC.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The City's unemployment rate has remained consistently below the State average. The continued efforts to attract new businesses into the City have been matched by current residents. However, public input suggested that many small and more specialized businesses have difficulty finding skilled workers, and indicated a need for additional opportunities for workforce and job training.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

North Central Texas College provides workforce training and has plans to partner with Lewisville I.S.D.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Not applicable.

OMB Control No: 2506-0117 (exp. 07/31/2015)

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Not applicable.

Discussion

The City is continuing to seek opportunities to grow economic opportunities within the City, especially with opportunities that offer better paying jobs and opportunities for low to moderate income households. As the City moves forward with its 2025 initiatives, the City continues to seek higher rates of employment and higher wages to support households within the City.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Housing problems are much more common for low income households in the City, as discussed in the Needs Assessment. As such, areas with higher concentrations of poverty are more likely to have higher concentrations of housing problems. In 2014, poverty was concentrated in areas in the southwestern part of the City, as seen in Map IV.9. In this context concentration indicates levels 10 percentage points higher than the jurisdiction average.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The three largest minority populations in the City of Lewisville are Black households, Asian households, and in terms of ethnicity, Hispanic households. In 2000, there was little concentration of Black households in the City, but by 2010 there were some areas around in the south part of the City on either side of 35 that saw higher concentrations of Black households. These are shown in Maps IV.10. Asian populations, however, did see concentrations in 2010. By 2010, areas in the northeastern part of the City and a small section in the southern part of the City saw concentrations of Asian households of upwards of 30 percent, as shown in Map IV.11. Hispanic populations also saw increased areas of concentrations by 2010. Three Census tracts saw concentrations of Hispanic populations that exceeded 50 percent in the city center areas, as seen in Map IV.12.

Concentrations of poverty is discussed above.

What are the characteristics of the market in these areas/neighborhoods?

Some areas with higher concentrations of poverty in 2014 were also areas with higher contract rents, as seen in Map IV.6. These areas also tended to have higher levels of ethnic and racial concentrations, particularly Hispanic households.

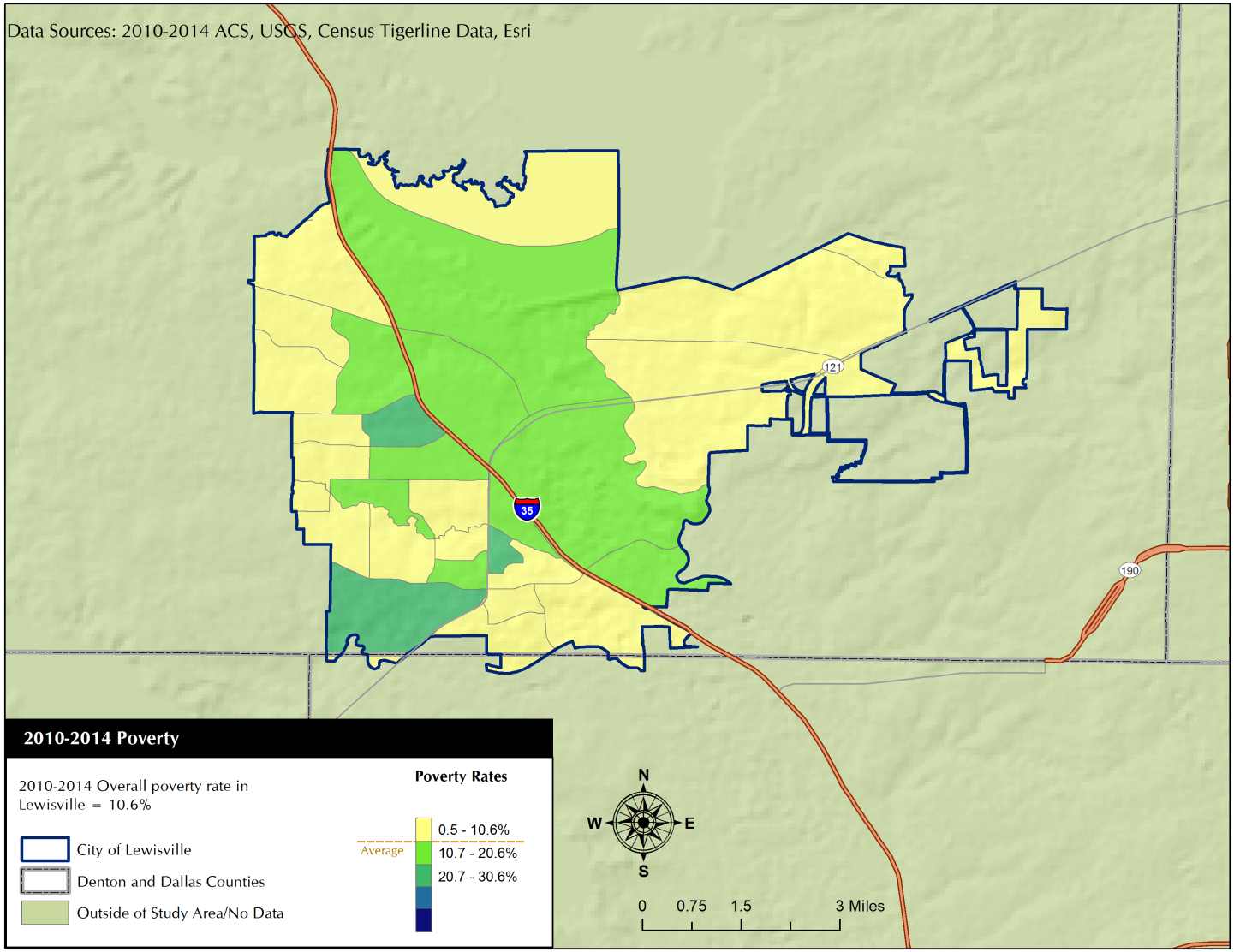
Are there any community assets in these areas/neighborhoods?

These neighborhoods have a variety of assets including housing and economic opportunities, as well as diverse array of services and resources.

Are there other strategic opportunities in any of these areas?

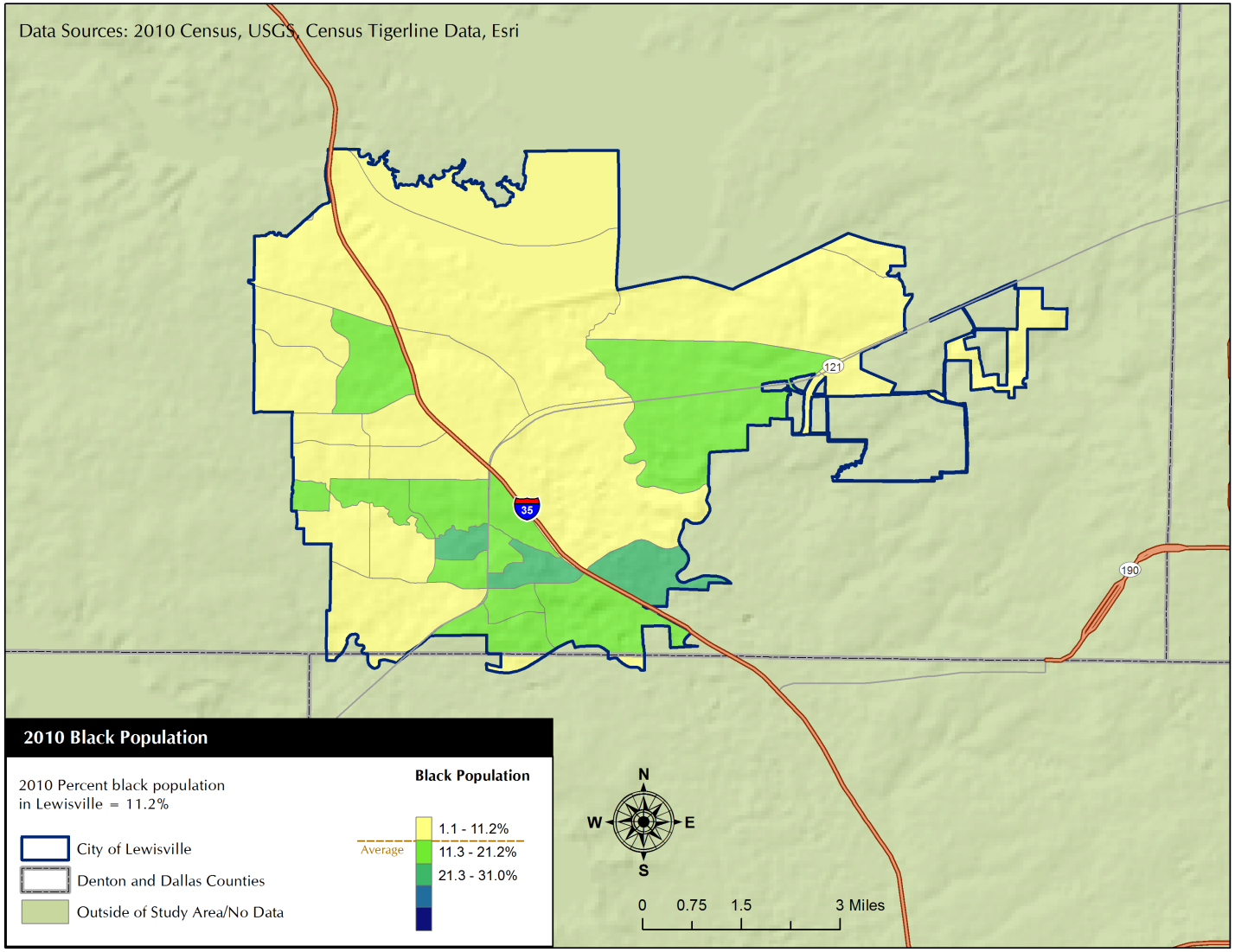
These areas offer strategic opportunities for increasing access to affordable housing that is suitable for habitation through renovation, as well as increased access to services and economic opportunities.

Map IV.9
2014 Poverty
City of Lewisville
2010-2014 ACS, USGS, Census Tigerline



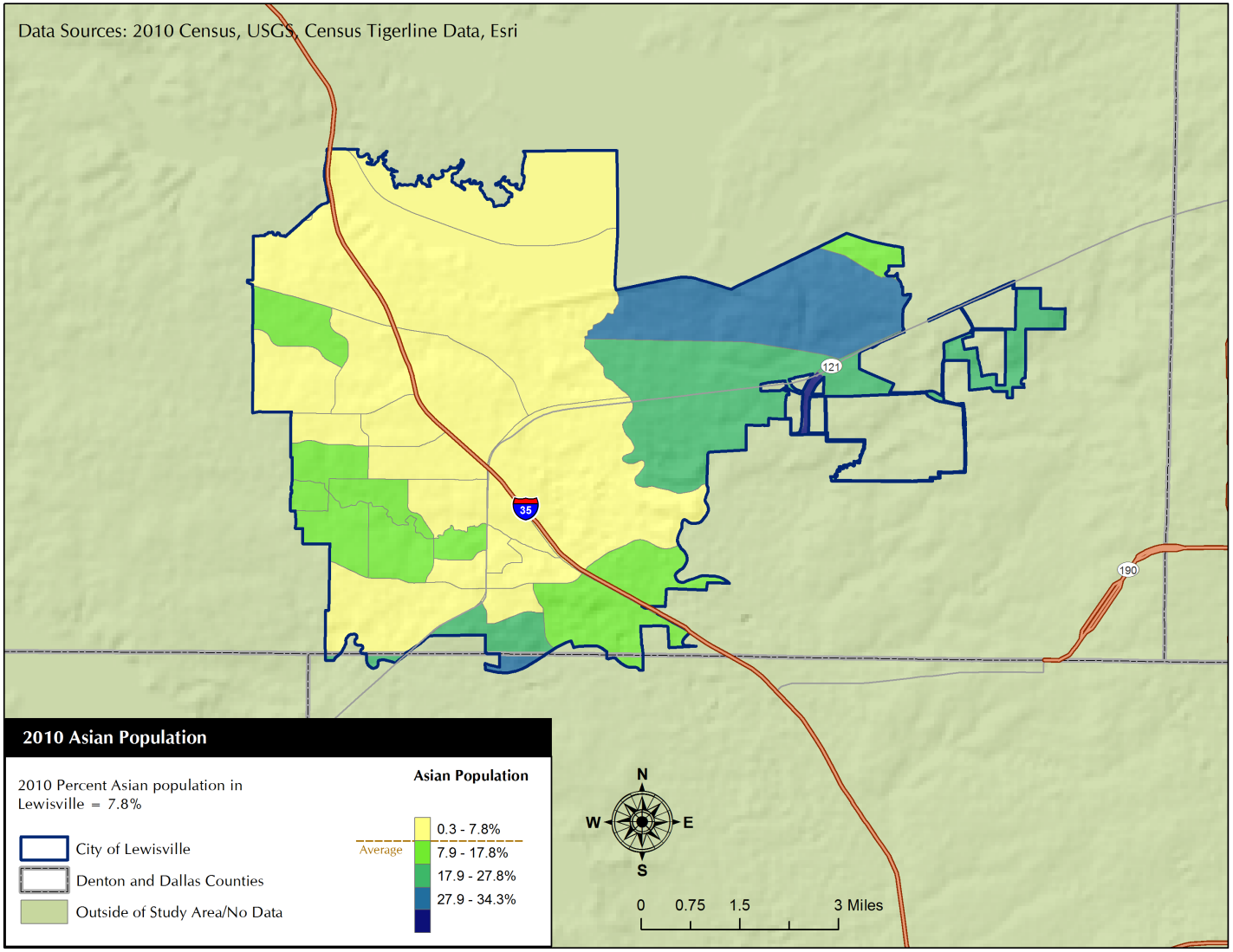
OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.10
2010 Black Population
City of Lewisville
2010 Census, USGS, Census Tigerline



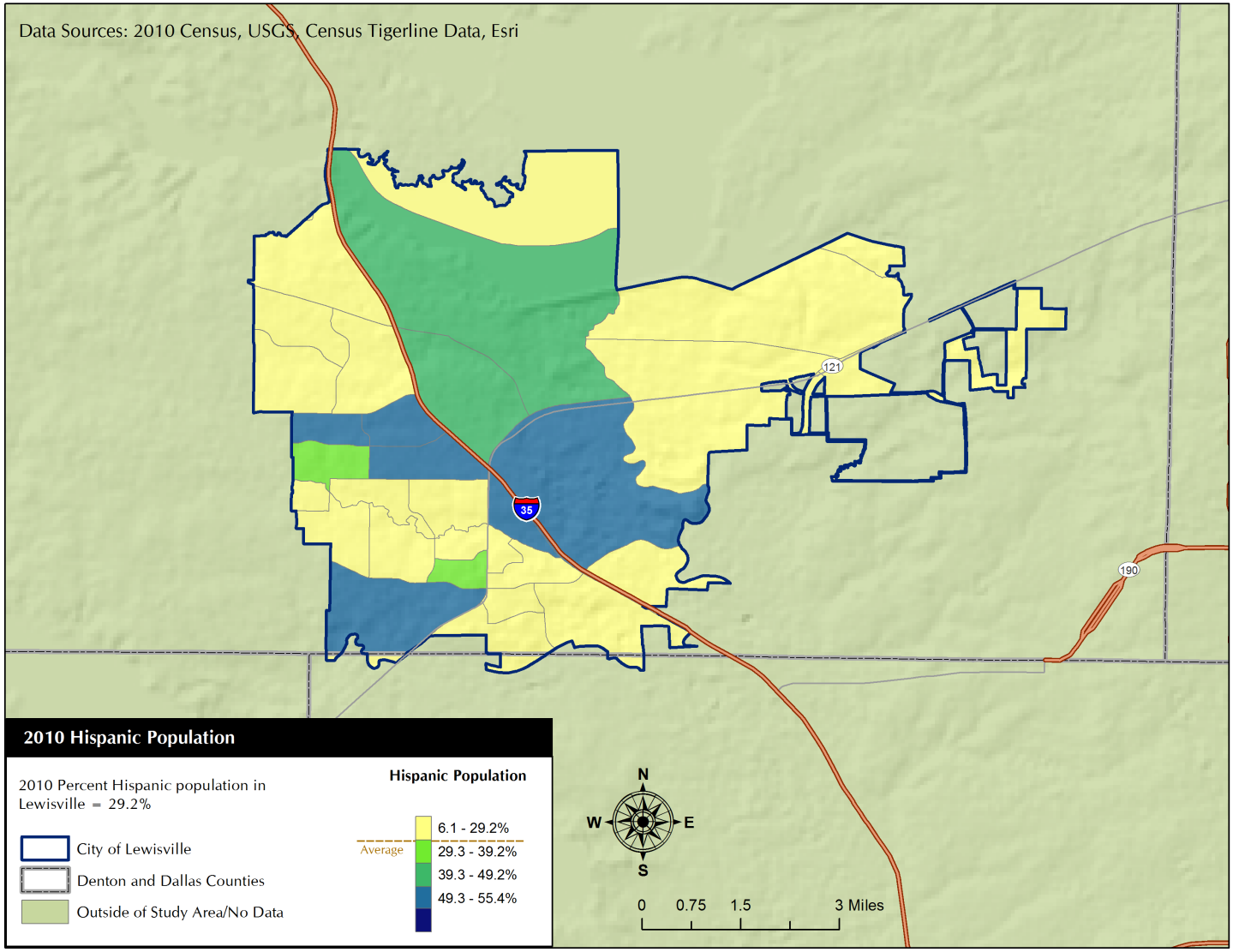
OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.11
2010 Asian Population
City of Lewisville
2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

Map IV.12
2010 Hispanic Population
City of Lewisville
2010 Census, USGS, Census Tigerline



OMB Control No: 2506-0117 (exp. 07/31/2015)

OMB Control No: 2506-0117 (exp. 07/31/2015)

V. Strategic Plan

SP-05 Overview

Strategic Plan Overview

This Strategic Plan outlines the course of action for the City during the next five years, from 2017 to 2021, to address City needs.

The City identified various priority needs based on the findings of this Plan, as well as needs identified by the City's 2017 Assessment of Fair Housing (AFH). These needs include:

Low to moderate income homeowner households
Infrastructure
Public facilities
Homelessness
Health and mental health services
Special needs populations
Economic development
AFH Factor: availability of affordable units
AFH Factor: Access to financial services
AFH Factor: Resistance to affordable housing
AFH Factor: Discriminatory actions in the marketplace
AFH Factor: Lack of understanding of fair housing
AFH Factor: Access to publicly supported housing
AFH Factor: Lack of affordable housing for seniors
AFH Factor: Lending Discrimination
AFH Factor: Private Discrimination
AFH Factor: Siting Selection Policies
AFH Factor: Practice for publicly supported housing
AFH Factor: and Lack of quality health care for some.

The City's resources include CDBG funds and will used to address the above mentioned priority needs. The City will utilize these funds to make efforts to leverage funding for additional impacts in the City.

The City's institutional structure works to promote the goals established in this Plan, and works in unison with its homelessness strategy, anti-poverty strategy, and monitoring procedures.

The following goals represent the overarching strategy for the City of Lewisville's 2017 - 2021 Consolidated Plan:

1. AFH Goal: Promote development of affordable housing
2. AFH Goal: Enhance access to vital social services
3. Enhance infrastructure and public facilities
4. Support efforts to combat homelessness
5. AFH Goal: Enhance understanding of fair housing
6. AFH Goal: Enhance financial literacy
7. AFH Goal: Review and Revise Local Land Use Policy
8. AFH Goal: Enhance fair housing enforcement

OMB Control No: 2506-0117 (exp. 07/31/2015)

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	**Area Name:**	Citywide
	Area Type:	Citywide
	Other Target Area Description:	Citywide
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

During the course of the five planning years from 2017 through 2021, the City of Lewisville intends on distributing CDBG funds throughout the City based on a variety of factors, including the level of need and the capacity to meet needs. Therefore, funds will be available citywide, although may be targeted to areas of high need during subsequent plan years.

OMB Control No: 2506-0117 (exp. 07/31/2015)

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Low to moderate Income homeowner households
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Promote development of affordable housing
	Description	Low to moderate income first time home buyers are a priority need in the City, as housing costs limit access to housing units. In addition, the need for energy-efficient retrofits and homeowner rehabilitation are highly rated need in the City.
	Basis for Relative Priority	The level of need is based on the Market Analysis, as well as public input.
2	**Priority Need Name**	Infrastructure
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Enhance infrastructure and public facilities
	Description	There is a high level of need for bicycle and walking paths, and street, road and sidewalk improvements throughout the City.

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Basis for Relative Priority	The need for infrastructure improvement was defined by the needs assessment, public input, and City evaluation.
3	**Priority Need Name**	Public Facilities
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Enhance infrastructure and public facilities
	Description	The City has found the need for public facilities, such as parks, recreation and community centers as a highly rated need.
	Basis for Relative Priority	The need for public facilities is based on the Needs Assessment and public input.
4	**Priority Need Name**	Homelessness
	Priority Level	High
	Population	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Citywide
	Associated Goals	Support efforts to combat homelessness

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Description	Homelessness continues to be a need in the community, and as the City strives to work with regional homeless organizations, the City will continue to strive to help end homelessness.
	Basis for Relative Priority	The priority for homelessness was established through the Needs Assessment, public input, and consultation with other agencies.
5	**Priority Need Name**	Health and Mental Health Services
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Persons with Mental Disabilities
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Enhance access to vital social services
	Description	Through public input and the needs assessment, the City of Lewisville has recognized the high level of need for increased access to health and mental health services.
	Basis for Relative Priority	The basis of priority is founded by the use of the 2017 Housing and Community Development survey, as well as additional public input.
6	**Priority Need Name**	Special Needs Populations
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Elderly Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Enhance access to vital social services
	Description	The growing special needs populations in Lewisville, including the elderly, persons with disabilities, youth, veterans, and victims of domestic violence are a high need for the City of Lewisville.
	Basis for Relative Priority	The priority for special needs populations is based on community input and the Needs Assessment.
7	**Priority Need Name**	Economic Development
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Encourage economic opportunities

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Description	Economic development activities, such as the retention of existing businesses and job training, are rated as high priorities for the City of Lewisville.
	Basis for Relative Priority	This priority was rated based on the HCD survey, as well as additional public input received during the planning process.
8	**Priority Need Name**	AFH Factor: Availability of Affordable Units
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Promote development of affordable housing
	Description	AFH Factor: Availability of Affordable Units in a Range of Sizes. There is a need for additional publicly assisted housing throughout the City. Racial or ethnic minority households are more likely to be experiencing a disproportionate need due to cost burdens, incomplete plumbing or kitchen facilities, or overcrowding. This contributing factor has been assigned a medium level of priority based in the AFH, but has been rated as a high need in the Consolidated Plan.
	Basis for Relative Priority	The relative priority of this need is based on the finding of the City's 2017 AFH.
9	**Priority Need Name**	AFH Factor: Access to Financial Services
	Priority Level	High

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Promote development of affordable housing AFH Goal: Enhance financial literacy
	Description	The ability of residents throughout the City to secure home purchase loans varies according to the race and ethnicity of the loan applicant. This was identified in data gathered under the Home Mortgage Disclosure Act (HMDA). The City has designated efforts to address this factor to be of "high" priority.
	Basis for Relative Priority	The relative priority for this goal is based on the City's 2017 AFH.
10	**Priority Need Name**	AFH Factor: Resistance to affordable housing
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Enhance understanding of fair housing AFH Goal: Review and Revise Local Land Use Policy AFH Goal: Enhance fair housing enforcement

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Description	This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to a lack of affordable housing in the City. Lack of affordable housing restricts the fair housing choice of City residents. The City has assigned this factor a priority of “medium” in the AFH, but has been rated as a low in the Consolidated Plan due to the City's lack of capacity to address this issue with CPD funds.
	Basis for Relative Priority	The relative priority is based on findings from the City's 2017 AFH.
11	**Priority Need Name**	AFH Factor: Discriminatory actions in the market
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Enhance understanding of fair housing AFH Goal: Enhance fair housing enforcement
	Description	AFH Factor: Discriminatory actions in the market place This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, serves to limit the fair housing choice of residents with disabilities and racial/ethnic minority groups. The City has assigned this factor a priority of “medium" in the AFH, but as a low priority here due to the capacity to address this issue with CPD funds.
	Basis for Relative Priority	The relative priority is determined using the findings from the 2017 AFH.
12	**Priority Need Name**	AFH Factor: Lack of understanding of fair housing
	Priority Level	High

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Enhance understanding of fair housing AFH Goal: Enhance fair housing enforcement
	Description	AFH Factor: Lack of understanding of fair housing law This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to discrimination and differential treatment in the housing market. Furthermore, a lack of understanding of fair housing law means that those who may suffer discrimination in the housing market do not know where to turn when they do. The City has assigned this factor a priority of “high”.
	Basis for Relative Priority	The relative priority has been determined by the City's 2017 AFH.
13	**Priority Need Name**	AFH Factor: Access to publicly supported housing
	Priority Level	Low
	Population	Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Review and Revise Local Land Use Policies

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Description	AFH Factor: Access to publicly supported housing for persons with disabilities There is limited availability of publicly supported housing in the City for persons with disabilities, especially with access to transportation. The City has assigned this factor a priority of "medium" in the AFH, as has been rated as a Low in this Consolidated Plan due to the City capacity to address with CPD funds.
	Basis for Relative Priority	The relative priority is based on findings from the City's 2017 AFH.
14	**Priority Need Name**	AFH Factor: Lack of affordable housing for seniors
	Priority Level	High
	Population	Elderly Frail Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Promote the development of affordable housing
	Description	AFH Factor: Lack of affordable, accessible housing for seniors The lack of affordable housing continues to be an issue City-wide, coupled with a growing senior population, culminates in a growing need for senior access to affordable housing. The City rates this factor as a "high" priority."
	Basis for Relative Priority	The basis for the relative priority is established in the City's 2017 AFH.
15	**Priority Need Name**	AFH Factor: Lending Discrimination
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Enhance financial literacy
	Description	As demonstrated by HMDA data, there is the presence of lending discrimination in the community, especially for minority populations. This impacts these communities' ability to access a variety of housing options, and the City rates this factor as a "medium" priority in the City's AFH. It has been rated here as a low based on the City's capacity to address this factor with CPD funding.
	Basis for Relative Priority	The relative priority is established based on the City's 2017 AFH.
16	**Priority Need Name**	AFH Factor: Private Discrimination
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Enhance financial literacy
	Description	As seen throughout the public input process, there are instances of private discrimination in the marketplace, limited access for some protected classes to housing options in the City. The City rates this factor as a "medium" priority in the AFH, and a Low in the Consolidated Plan due to the capacity of the City to address this issue.
	Basis for Relative Priority	The relative priority is based on findings from the City's 2017 AFH.

OMB Control No: 2506-0117 (exp. 07/31/2015)

17	**Priority Need Name**	AFH Factor: Siting Selection Policies
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Citywide
	Associated Goals	AFH Goal: Review and Revise Local Land Use Policy
	Description	City siting selection policies and zoning may negatively impact the development of affordable housing in the City of Lewisville. The City has assigned this as a “high” priority
	Basis for Relative Priority	The relative priority for this need is based on findings from the City's 2017 AFH.
18	**Priority Need Name**	AFH Factor: Practice for publicly supported housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Citywide

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Associated Goals	AFH Goal: Review and Revise Local Land Use Policy
	Description	AFH Factor: Practice and decisions for publicly supported housing In addition to siting selection policies, the practice and decisions for publicly supported housing may not promote publicly supported housing within the City. This may limit the amount of new publicly supported housing developments in the City, and the City has assigned this factor as a “medium” priority in the AFH. In the Consolidated Plan, the City has rated this as a high priority due to the capacity the City has to address this factor.
	Basis for Relative Priority	Relative priority is based on the City's 2017 AFH.
19	**Priority Need Name**	AFH Factor: Lack of quality health care for some
	Priority Level	High
	Population	Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	AFH Goal: Enhance access to vital social services
	Description	AFH Factor: Lack of quality health care for some racial minorities Public input indicated a need for access to healthcare for the Chin community in Lewisville. As the Chin population continues to grow, access to health care and other social services has been an on-going issue. The City rates this as a “medium” priority in the AFH, and as a high priority in the Consolidated Plan due to the City's capacity to address this factor.

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Basis for Relative Priority	The relative priority is based on the City's findings in the 2017 AFH.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City does not fund TBRA.
TBRA for Non-Homeless Special Needs	The City does not fund TBRA.
New Unit Production	As shown in the Market Analysis section of this Plan, housing production has slowed in recent years. However, the cost of housing production has also increased dramatically. While there is a need for additional unit production, the City's CDBG resources are not adequate to make a significant impact with new unit production.
Rehabilitation	The City of Lewisville has seen a growth in the need for housing that is affordable and accessible to low to moderate income households, as discussed in the Needs Assessment and Market Analysis. There is a need in the City to rehabilitate units to increase access to affordable housing. In addition, the increase in vacant units, especially those classified as "other" vacant provide an opportunity for housing rehabilitation.
Acquisition, including preservation	The City of Lewisville has seen a significant increase in housing costs over the past few years. As such, the City does not expect to be able to make acquisition a feasible endeavor with existing resources unless property becomes available through tax foreclosure or other means.

Table 49 – Influence of Market Conditions

OMB Control No: 2506-0117 (exp. 07/31/2015)

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction
Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	604,261	0	57,000	661,261	0	

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Lewisville will take advantage of any opportunity to secure additional federal and private funding for housing and community development activities through responses to Notices of Funding Availability issued by federal agencies, state agencies and through public/private partnerships. The City continuously looks for opportunities to leverage federal funding, extending the ability of the federally funded programs to impact community needs.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable

Discussion

The City will utilize its CDBG funding over the course of this Consolidated Planning period to funds the goals and objectives as outlined by this Plan.

OMB Control No: 2506-0117 (exp. 07/31/2015)

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Lewisville	Government	Planning	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City works with a variety of non-profit agencies and community groups to develop and implement the projects and activities described in the Annual Action Plan. Technical assistance is offered to community and neighborhood groups interested in developing projects for future funding consideration. The Cities of Lewisville and Flower Mound host quarterly social service agency roundtables. Due to limited CDBG entitlement funding and lack of local service providers, some issues may not be addressed or may only be addressed on a limited basis.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X		X
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	

OMB Control No: 2506-0117 (exp. 07/31/2015)

Other			
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Countywide network for service delivery meets the needs of homeless persons through a variety of non-profit and public services. The Denton County Homeless Coalition serves as a unifying effort among these entities to provide services for homeless populations throughout the County and within the City of Lewisville. Efforts revolve around community collaboration, including coordinated access network, collective impact evaluation, shared data, and case management infrastructure.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

As suggested by public input and consultation efforts, the major limitations to the delivery system for special needs populations are a lack of coordination and a lack of resources. While many agencies and non-profit organizations strive to meet the needs of in need populations, the impact is limited by a lack of overarching structure of cooperation and coordination on a countywide scale. In addition, a lack of resources continues to be a primary concern for many service providers.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

The City of Lewisville is committed to encouraging increased cooperation and coordination among other organizations within the region. The City will continue to reach out to networks to ensure collaboration. The City of Lewisville will continue its membership in the Denton County Homeless Coalition, as well as other outside organizations. The City will seek out additional opportunities for collaborative efforts to increase effective service delivery throughout the City.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	AFH Goal:Promote development of affordable housing	2017	2021	Affordable Housing	Citywide	Low to moderate Income homeowner households AFH Factor: Availability of Affordable Units AFH Factor: Access to Financial Services	CDBG: $843,000	Homeowner Housing Rehabilitated: 10 Household Housing Unit Direct Financial Assistance to Homebuyers: 5 Households Assisted
2	AFH Goal: Enhance access to vital social services	2017	2021	Non-Homeless Special Needs	Citywide	Health and Mental Health Services Special Needs Populations AFH Factor: Lack of quality health care for some Economic Development	CDBG: $483,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
3	Enhance infrastructure and public facilities	2017	2021	Non-Housing Community Development	Citywide	Infrastructure Public Facilities	CDBG: $1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
4	Support efforts to combat homelessness	2017	2021	Homeless	Citywide	Homelessness	CDBG: $50,000	Homelessness Prevention: 250 Persons Assisted

OMB Control No: 2506-0117 (exp. 07/31/2015)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	AFH Goal: Enhance understanding of fair housing	2017	2021		Citywide	AFH Factor: Resistance to affordable housing AFH Factor: Discriminatory actions in the market AFH Factor: Lack of understanding of fair housing		Other: 1 Other
6	AFH Goal: Enhance financial literacy	2017	2021	Affordable Housing	Citywide	AFH Factor: Access to Financial Services AFH Factor: Lending Discrimination AFH Factor: Private Discrimination		Other: 1 Other
7	AFH Goal: Review and Revise Local Land Use Policy	2017	2021	Affordable Housing	Citywide	AFH Factor: Resistance to affordable housing AFH Factor: Siting Selection Policies AFH Factor: Practice for publicly supported housin		Other: 1 Other

OMB Control No: 2506-0117 (exp. 07/31/2015)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	AFH Goal: Enhance fair housing enforcement	2017	2021	Affordable Housing Public Housing	Citywide	AFH Factor: Resistance to affordable housing AFH Factor: Discriminatory actions in the market AFH Factor: Lack of understanding of fair housing		Other: 1 Other

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	AFH Goal:Promote development of affordable housing
	Goal Description	The City of Lewisville will continue to promote the development and sustainability of afforable housing through homeowner housing rehabiliation, and assistance to first-time home-buyers. Fund housing rehabilitation for 10 units by the year 2021-2022.
2	**Goal Name**	AFH Goal: Enhance access to vital social services
	Goal Description	As needs in the community continues to grow, the City is committed to ensuring access to vital social services throughout the City, including access to economic opportunities. The City will fund projects that help meet the needs of residents to promote access to vital health and social service needs. Fund promotion of increased access to social and health services throughout City each year.
3	**Goal Name**	Enhance infrastructure and public facilities
	Goal Description	The City will promote community development through enhancing the City's infrastructure and public facilities to meet the needs of residents.

OMB Control No: 2506-0117 (exp. 07/31/2015)

4	**Goal Name**	Support efforts to combat homelessness
	Goal Description	The City will support efforts to reduce homelessness in the City of Lewisville through homeless prevention activities, improving coordination, and supporting the annual homeless count.
5	**Goal Name**	AFH Goal: Enhance understanding of fair housing
	Goal Description	Public input and stakeholder comments revealed that there is additional need for fair housing outreach and trainings. Housing complaint data registered many complaints based upon failure to make reasonable accommodation. City Staff will speak at a Greater Lewisville Association of Realtors (GLAR) meeting to discuss Fair Housing annually. Flyers regarding Fair Housing will be provided to Mobilizing Area Resources to You (MARTY), which is deployed around Lewisville to bring City Hall out into the community. City Staff will speak annually at a Neighbors Leading Neighbors quarterly meeting, which is a public education session for leaders within the community, about Fair Housing. The City website will also be enhanced to include more information on Fair Housing. One seminar, training, or outreach event each year
6	**Goal Name**	AFH Goal: Enhance financial literacy
	Goal Description	AFH Goal: Enhance financial literacy and promote equitable access to credit and home lending Denial rates for owner-occupied home purchases varied by the race/ethnicity of the applicant. Denial rates for Hispanic households were over twelve percentage points higher than for white applicants. Enhancing financial literacy through seminars and trainings, as well as partnerships with outside agencies is one step that the City of Lewisville will take to ensure financial literacy is not a hurdle that households continue to face. City Staff will speak annually at a Neighbors Leading Neighbors quarterly meeting, which is a public education session for leaders within the community, about Fair Housing. The City website will also be enhanced to include more information on Fair Housing One seminar, trainings, or outreach event each year

OMB Control No: 2506-0117 (exp. 07/31/2015)

7	**Goal Name**	AFH Goal: Review and Revise Local Land Use Policy
	Goal Description	The availability of housing accessible to a variety of income levels and protected classed may be limited by zoning and other local policies that limit the production of affordable units. Review of local land use policies may positively impact the placement and access of publicly supported and affordable housing. The availability of units in a range of sizes may be limited by the current zoning practices. The City of Lewisville has not revised zoning and development policies since the 1970's. The City will be conducting small area plans with community engagement for two pilot areas in 2017. Once this pilot program is finished the City will complete a rewrite of our zoning and development code regulations Conduct a review of land use policies and regulations by 2021-22
8	**Goal Name**	AFH Goal: Enhance fair housing enforcement
	Goal Description	AFH Goal: Enhance fair housing enforcement and reduce market discrimination Input received from the 2016 Fair Housing Survey, as well as testimony received at the public engagement activities, demonstrated that while the organizational infrastructure is in place and available, many people still do not use the fair housing system. Reach out to North Texas Fair Housing Center to: 1) Provide outreach and education on a yearly basis; and, 2) Provide fair housing seminars, at least bi-annually

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Not applicable.

OMB Control No: 2506-0117 (exp. 07/31/2015)

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable.

Activities to Increase Resident Involvements

Is the public housing agency designated as troubled under 24 CFR part 902?

Plan to remove the 'troubled' designation

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

As seen in Table IV.15, the biggest barriers to the development and preservation of affordable housing are the cost of land or lot, Not in My Back Yard (NIMBY) mentality, and lack of available land.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Due to the fact that the primary barriers to affordable housing are related to the cost of land and materials, the City will continue its efforts to increase access to housing opportunities to low to moderate income residents through its homebuyer and homeowner rehabilitation programs. These programs help eligible households have access to homeownership opportunities through down payment assistance, and remain in homes in a safe and decent environment through rehabilitation programs.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Addressing the emergency and transitional housing needs of homeless persons

The Denton County Homeless Coalition utilizes coordinated entry, which helps match any household experiencing homelessness with any available and appropriate service in the County. These service providers offer a number of beds, including emergency and transitional housing options. These options range in length of stay from short-term to transitional housing options to meet the varying needs of homeless households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Through the use of coordinated entry, the Denton County Homeless Coalition uses six locations within the County, including one location in the City of Lewisville to assess the needs of homeless persons and families. This service will assess the current housing situations and connect the household with any available housing resources. These efforts help reduce the time the households experience homelessness, as well as prevent homelessness through linking households with services in an efficient manner for all service providers within the County area.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The Denton County Homeless Coalition continues efforts to follow discharge plans through partnerships with local hospitals and other systems of care to help ensure that persons are not discharged into homelessness. These efforts utilize existing resources within the County to place in need persons with available service providers.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Visual assessments will be conducted for all units assisted under the First-Time Homebuyer Assistance Program and full inspections will be done for units in the housing rehabilitation program.

How are the actions listed above related to the extent of lead poisoning and hazards?

The City of Lewisville recognizes the health hazard that lead poisoning poses, and makes sufficient efforts to limit exposure and follow federal guidelines with all rehabilitation projects undertaken with City funds. However, the City has also found that with the newer housing stock of Lewisville, the risk of lead based paint hazards are limited within the City.

How are the actions listed above integrated into housing policies and procedures?

For any structure built prior to 1978, the City provides the pamphlet "Protect Your Family From Lead in Your Home" during any renovation efforts. In addition, homeowners will be referred to the EPA Renovation, Repair and Painting (RRP) program for further information and to the Texas Environmental Lead Program (ELP) of the Texas Department of State Health Services for information regarding permitting and using properly certified inspectors and renovators as needed.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The Housing and Community Development - Goals, Objectives and Strategies (Five Year Plan) and each of the sub categories revolves around a plan to improve housing, quality of life and environment while providing economic opportunity to residents of the City. This is being achieved through collaborative efforts with local agencies/organizations offering programs and services addressing poverty issues. The City of Lewisville provides $170,000 in general fund money to support nonprofit agencies. PediPlace, a general fund award agency, provides health services to indigent and uninsured residents. Support in previous Annual Plans of Christian Community 44 Action's Crisis Center and Food Pantry, greatly expanded that agency's anti-poverty efforts. Program staff attends United Way's Bank On program meetings. In PY 2006 the City began assisting with coordination of tax preparation services and awareness of the Earned Income Tax Credit (EITC) program. This past year, efforts fell off due to staff priorities. However, CCA provides an annual tax preparation program including informing the public about the Earned Income Tax Credit. Staff anticipates playing a stronger role in the subsequent years in assisting CCA‟s efforts and again providing information to local non-profits and City of Lewisville employees.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City will monitor progress on its proposed activities throughout the plan year. Staff will make quarterly progress reports to the CDBG Advisory Committee. Sub-recipient monitoring will follow the monitoring plan in the City's Consolidated Plan. The City implemented a series of performance measurements to assist in sub-recipient monitoring that are now in place. Monitoring of public service sub-recipients has begun based on a risk assessment completed by staff. Agencies receiving Housing and Community Development funds will also be monitored and also undergo compliance review and technical assistance from the City. Construction projects will have periodic progress inspections from program staff. These visits will be for general review and to document reimbursements while inspections for building methods and materials will be conducted by a project manager 46 whose experience must be documented and reviewed by program staff. Regular building code compliance inspections will be documented. After completion, an onsite visit will be conducted to review the project finances and record-keeping to be used to show clientele served or other documentation needed to meet a national objective for five years (or longer if added to sub-recipient contracts for larger projects at the discretion of the City). After an initial monitoring, grant recipients will submit annual reports to show continued compliance and the City will conduct desk monitoring through the contract term

Neighborhood Services staff will internally track fair housing complaints and referrals. Staff will also keep track of public outreach and training that is conducted within the community. The Housing Rehabilitation program will monitor the clientele that is approved for the program. The City will be monitoring the review of local land use policies through a pilot program and rewrite of regulations. The City will continuously keep track of Fair Housing goals to confirm that the metrics and milestones are being met for the next five years.

OMB Control No: 2506-0117 (exp. 07/31/2015)

VI. Annual Action Plan

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	604,261	0	57,000	661,261	0	

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Lewisville will take advantage of any opportunity to secure additional federal and private funding for housing and community development activities through responses to Notices of Funding Availability issued by federal agencies, state agencies and through public/private partnerships. The City continuously looks for opportunities to leverage federal funding, extending the ability of the federally funded programs to impact community needs.

OMB Control No: 2506-0117 (exp. 07/31/2015)

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not Applicable.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	AFH Goal: Promote development of affordable housing	2017	2021	Affordable Housing	Citywide	Low to moderate Income homeowner households AFH Factor: Availability of Affordable Units AFH Factor: Access to Financial Services	CDBG: $196,000	Homeowner Housing Rehabilitated: 2 Household Housing Unit
2	AFH Goal: Enhance access to vital social services	2017	2021	Non-Homeless Special Needs	Citywide	Special Needs Populations AFH Factor: Lack of quality health care for some	CDBG: $72,869	
3	Enhance infrastructure and public facilities	2017	2021	Non-Housing Community Development	Citywide	Infrastructure	CDBG: $231,725	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1 Households Assisted

OMB Control No: 2506-0117 (exp. 07/31/2015)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Support efforts to combat homelessness	2017	2021	Homeless	Citywide	Homelessness	CDBG: $17,500	Homeless Prevention: 1 Person Assisted Overnight Shelter: 1 Person Assisted

Table 55 – Goals Summary

Goal Descriptions

1	**Goal Name**	AFH Goal: Promote development of affordable housing
	Goal Description	The City of Lewisville will continue to promote the development and sustainability of affordable housing through homeowner housing rehabilitation, and assistance to first-time home-buyers. Fund housing rehabilitation for 10 units by the year 2021-2022.
2	**Goal Name**	AFH Goal: Enhance access to vital social services
	Goal Description	As needs in the community continues to grow, the City is committed to ensuring access to vital social services throughout the City, including access to economic opportunities. The City will fund projects that help meet the needs of residents to promote access to vital health and social service needs. Fund promotion of increased access to social and health services throughout City each year.
3	**Goal Name**	Enhance infrastructure and public facilities
	Goal Description	The City will promote community development through enhancing the City's infrastructure and public facilities to meet the needs of residents.
4	**Goal Name**	Support efforts to combat homelessness
	Goal Description	The City will support efforts to reduce homelessness in the City of Lewisville through homeless prevention activities, improving coordination, and supporting the annual homeless count.

OMB Control No: 2506-0117 (exp. 07/31/2015)

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects will be undertaken during the 2017 Plan Year. Projects span from housing rehab to infrastructure and social services. In addition to the projects listed below, the City is retaining a $22,045 unfunded contingency.

Projects

#	Project Name
1	Housing Rehab
2	Sewer Line Replacement Morningside Dr
3	Chin Community Ministry Health Clinic
4	SPAN Meal Program
5	Christian Community Action Family Assistance
6	Journey to Dream - Homeless Youth Services
7	Children's Advocacy Center of Denton Co - Victim Services
8	Denton County Friends of the Family Shelter
9	Administration

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

OMB Control No: 2506-0117 (exp. 07/31/2015)

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Housing Rehab
	Target Area	Citywide
	Goals Supported	AFH Goal: Promote development of affordable housing
	Needs Addressed	Low to moderate Income homeowner households AFH Factor: Availability of Affordable Units AFH Factor: Access to Financial Services AFH Factor: Access to publicly supported housing AFH Factor: Lack of affordable housing for seniors
	Funding	CDBG: $196,000
	Description	
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Various Locations city-wise
	Planned Activities	
2	**Project Name**	Sewer Line Replacement Morningside Dr
	Target Area	Citywide
	Goals Supported	Enhance infrastructure and public facilities
	Needs Addressed	Infrastructure
	Funding	CDBG: $231,725
	Description	
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Morningside Dr, Lewisville
	Planned Activities	
3	**Project Name**	Chin Community Ministry Health Clinic

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Target Area	Citywide
	Goals Supported	AFH Goal: Enhance access to vital social services
	Needs Addressed	Health and Mental Health Services AFH Factor: Lack of quality health care for some
	Funding	CDBG: $7,500
	Description	
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	**Project Name**	SPAN Meal Program
	Target Area	
	Goals Supported	AFH Goal: Enhance access to vital social services
	Needs Addressed	Special Needs Populations
	Funding	CDBG: $24,000
	Description	
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	**Project Name**	Christian Community Action Family Assistance
	Target Area	Citywide
	Goals Supported	AFH Goal: Enhance access to vital social services
	Needs Addressed	Special Needs Populations
	Funding	CDBG: $10,000
	Description	

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	**Project Name**	Journey to Dream - Homeless Youth Services
	Target Area	Citywide
	Goals Supported	Support efforts to combat homelessness
	Needs Addressed	Homelessness Special Needs Populations
	Funding	CDBG: $7,500
	Description	
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	**Project Name**	Children's Advocacy Center of Denton Co - Victim Services
	Target Area	Citywide
	Goals Supported	AFH Goal: Enhance access to vital social services
	Needs Addressed	Special Needs Populations
	Funding	CDBG: $17,639
	Description	
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Planned Activities	
8	**Project Name**	Denton County Friends of the Family Shelter
	Target Area	Citywide
	Goals Supported	Support efforts to combat homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: $10,000
	Description	
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	**Project Name**	Administration
	Target Area	Citywide
	Goals Supported	AFH Goal: Promote development of affordable housing AFH Goal: Enhance access to vital social services Enhance infrastructure and public facilities Support efforts to combat homelessness

OMB Control No: 2506-0117 (exp. 07/31/2015)

	Needs Addressed	Low to moderate Income homeowner households Infrastructure Public Facilities Homelessness Health and Mental Health Services Special Needs Populations Economic Development AFH Factor: Availability of Affordable Units AFH Factor: Access to Financial Services AFH Factor: Resistance to affordable housing AFH Factor: Discriminatory actions in the market AFH Factor: Lack of understanding of fair housing AFH Factor: Access to publicly supported housing AFH Factor: Lack of affordable housing for seniors AFH Factor: Lending Discrimination AFH Factor: Private Discrimination AFH Factor: Siting Selection Policies AFH Factor: Practice for publicly supported housing AFH Factor: Lack of quality health care for some
	Funding	CDBG: $120,852
	Description	The City will use administrative funds to develop and implement the program. These funds are also used to help generate additional opportunities for collaboration among partners and service providers.
	Target Date	9/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Administrative funds. No direct benefit.
	Location Description	
	Planned Activities	The City will undertake a variety of tasks to facilitate the development and implementation of the Consolidated Plan, including actions related to furthering fair housing through increased collaboration and coordination with outside agencies.

OMB Control No: 2506-0117 (exp. 07/31/2015)

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

During the course of the five planning years from 2017 through 2021, the City of Lewisville intends on distributing CDBG funds throughout the City based on a variety of factors, including the level of need and the capacity to meet needs. Therefore, funds will be available citywide, although may be targeted to areas of high need during subsequent plan years

OMB Control No: 2506-0117 (exp. 07/31/2015)

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	0
Total	2

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City does not operate any public housing units.

Actions planned during the next year to address the needs to public housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

During the 2017 Program Year, the City will continue its efforts to support the Denton County Homeless Coalition through continued membership and collaboration.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Lewisville will maintain its membership and coordination with the Denton County Homeless Coalition. The Denton County Homeless Coalition utilizes coordinated entry, which helps match any household experiencing homelessness with any available and appropriate service in the County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Through the use of coordinated entry, the Denton County Homeless Coalition uses six locations within the County, including one location in the City of Lewisville to assess the needs of homeless persons and families. This service will assess the current housing situations and connect the household with any available housing resources. These efforts help reduce the time the households experience homelessness, as well as prevent homelessness through linking households with services in an efficient manner for all service providers within the County area.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Denton County Homeless Coalition continues efforts to follow discharge plans through partnerships with local hospitals and other systems of care to help ensure that persons are not discharged into homelessness. These efforts utilize existing resources within the County to place in need persons with available service providers.

OMB Control No: 2506-0117 (exp. 07/31/2015)

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

While the major barriers to affordable housing remains the high cost of land, materials, and labor, the City recognizes that it may increase access to affordable housing through its renovation and homebuyer efforts. The City will continue to increase access to affordable housing through its housing programs, while continuing to seek additional opportunities to promote affordable housing within the City.

AP-85 Other Actions – 91.220(k)

Introduction:

The City recognizes the large amount of unmet needs within the City, including the approximate 9,900 households at or below 80 percent HAMFI that have housing problems. Addressing the needs of these households, as well as the needs of low to moderate income special needs groups continues to be a major focus of City efforts throughout this Consolidated Plan and during the 2017 program year.

The City has also undertaken additional efforts that are meeting the priority needs as identified in this Plan. The City is building a multi-generational rec center with City general funds, which helps address the public facility priority need. The City also has on-going activities for master trails throughout the City, addressing the infrastructure priority needs identified in the Plan.

Actions planned to address obstacles to meeting underserved needs

As the major obstacle to meeting underserved needs continues to be a lack of available resources, the City of Lewisville will continue to seek out additional funding opportunities. In addition, the City will continue to develop partnerships and collaborations with outside agencies and non-profit agencies to increase collaboration and increase the impact of available funding.

Actions planned to foster and maintain affordable housing

During the 2017 Program Year, the City will continue its efforts to increase access to affordable housing options through housing rehabilitation and homeownership opportunities.

Actions planned to reduce lead-based paint hazards

The City will continue to provide information to housing renovation projects at risk of lead-based paint, as well as providing adequate mitigation for any projects undertaken by City efforts.

Actions planned to reduce the number of poverty-level families

The City, through direct funding and projects as well as partnerships with outside service providers, will support efforts that provide a full range of services to promote self-sufficiency. Through increasing access to vital health and social services, the City will strive to help meet the needs of poverty-level families.

Actions planned to develop institutional structure

The City will continue to work with outside agencies and organizations that encourage collaboration and joint efforts to meet the needs of Lewisville residents and provide effective service with the available resources.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Lewisville continues to enhance coordination between public and private housing, health, and service agencies through a variety of means, including membership and participation with the Denton County Homeless Coalition, referrals to the Denton Housing Authority, and referrals to privately assisted housing project in the City. The City also offer a variety of technical service activities for developers, non-profits, coalitions and neighborhood groups interested in developing housing or activities related to the CDBG program and other community development efforts.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income

Discussion:

OMB Control No: 2506-0117 (exp. 07/31/2015)

Appendix - Alternate/Local Data Sources

1	**Data Source Name** HUD 2016 HOME Program Rents
	List the name of the organization or individual who originated the data set. HUD
	Provide a brief summary of the data set. HOME Program Rents
	What was the purpose for developing this data set?
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? State of Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2016
	What is the status of the data set (complete, in progress, or planned)? Complete

OMB Control No: 2506-0117 (exp. 07/31/2015)

Public Input Appendix

Thriving Neighborhoods Focus Group

Comment 1: So the words thriving neighborhood. It is a real catchy phrase, but is there a definition of what a thriving neighborhood would look like or would have five of these ten characteristics because some areas might have these four and some areas might have these three and so when we say create thriving neighborhoods what is a reference point to what we think is a thriving neighborhood would look like?

Presenter: Would you like to address that?

Comment 2: I can speak to the term thriving neighborhoods we take from our Lewisville 2025 Plan which was the developed with a great deal of public input and thriving neighborhoods was one of the nine big moves that came out of that plan. I don't believe there were specific characteristics that defined a thriving neighborhood as you suggested like we could numerate. Certainly, the committee discussions about thriving neighborhoods had some of that and it is something that we may wish to do more of in the past we have talked about neighborhood revitalization in some of the same ways. Since our Community Development Block Grant funds are usually targeted to older neighborhoods, but sometimes we have talked about revitalization and maybe we usually mean the physical revitalization of a neighborhood and I think thriving neighborhoods also entails the social fabric of a neighborhood and how it fits into the community. So certainly when the city uses the term thriving neighborhoods it is not only talking about our low- to moderate income neighborhoods which sometimes we tend to concentrate on when we are using the CDBG funds.

Presenter: In the Assessment of Fair Housing there is also a healthy neighborhood concept which is the social fabric which we grow up is a healthy and safe environment. So, it is safe for our children to walk to schools, safe for them to play outside in the evening. It is healthy and we can go to a grocery store nearby so all of these things together help us to encourage our neighborhoods to thrive and have health.

Presentation

Comment 3: We are having a quick conversation about the map here. Of the concentrations.

Comment 4: 30/40, 121.

Comment 5: I believe 121 in Arnold Creek.

Comment 6: Is that that trailer area?

Comment 7: The 30/40.

Comment 8: I am just seeing if that road winds on the right side.

Comment 9: I think 30/40 is here so that area in the bottom left influences by a mobile home park out on the lane. They are higher concentration sort of in the middle I believe has some apartments off of 121 and Corporate. I think it is a little north of 30/40 and the other area it is hard to see the thoroughfare I know is maybe and you we talking about and I think this is between Bel Air and Main Street.

Comment 10: Thank you.

Presentation

Comment 11: Is that due to foreclosures?

Presenter: Foreclosures could be a part of that.

Comment 12: Complexes?

Presenter: Other vacant typically are units which are neither for sale nor for rent. They are essentially not available to the market place.

Comment 13: He is the one that would have the knowledge of this from the town of Lewisville.

Comment 14: I am scratching my head a little bit.

Comment 15: OK.

Comment 16: We might have a few more lenders and realtors with us tomorrow and it would be interesting to see what they think anecdotally I think maybe some of this being from the 2014 Community Survey, it maybe does show some of the foreclosures that were still around in 2012, 2013, and 2014 and things have probably tighten up since then in the three years since then, but…

Comment 17: The 2014 data was collected in 2013 and published in 2014. You can still get…

Comment 18: Are you familiar with that? Is the ACS if it is 2014 ACS, it is a five year rolling average, isn't it.

Presenter: That is correct.

Comment 19: So it is a five year average.

Presenter: It was collected in 2014 and averaged with the previous years and released in 2016. So it is and it does include some of the foreclosures information. To that the extent that it would be this much I am not sure.

Comment 20: I find it interesting driving around Lewisville and a lot around Old Town and going toward 35 and in the opposite direction are structures that look vacant and I don't know what is planned for them and I was just wondering if they were apartment complexes that are old and ages or houses that people are just waiting to see what happens with them. I guess that is what we are going to decide here.

Presenter: We are not making decisions today. We are just discussing things.

Presentation

Comment 21: One thing that might have also influenced that was the redevelopment along I-35. The extension of the freeway may have and it is it only residential?

Presenter: It is only residential.

Comment 22: It is only residential. Still there was a row, one entire block of houses that was demolished for the extension of the freeway and a few others scattered. That could be a minor factor also.

Presentation

Comment 23: I would like to interject. I live in Serendipity Village which is in central Lewisville. I live in the neighborhood between Spoke and Bel Air near Lakeland Elementary. I have now lived there 30 years and I feel like in many respects my neighborhood is more stable than outsiders who do not live there would think. I still have two neighborhoods who were already there when I moved in the 1987. On the other hand I also have neighbors from Myanmar, Guatemala, Mexico, and I live in a very diverse neighborhood and I appreciate that as a baby boomer from the 60's. I like the idea of us all being tighter and getting along. I also work in home health care where I go into people's homes and help them with laundry, grocery shopping, and whatever they need help with. Some of my clients are in central Lewisville and I see their number one need is for services and by that I mean yes, they often have grown son or daughter but that son or daughter lives in Plano or further away and there are things that an 85 year old simply cannot do any more and they are easily ripped off by opportunists. So I am very interested in the human services angle, because that keeps neighborhoods stable. If people who have been responsible homeowners all of their lives, but can't figure out how to make their mailbox stop falling down. That is a simple thing to most of us, but that is a big deal for them. Also, I'm sorry one more thing, in February of 2017, central Lewisville lost its Albertson store on Main Street. We lost the Kroger on 121 a couple of years ago and there has been no grocery store in Old Town since Piggly Wiggly closed I don't remember how many years ago. There are two Mercados on Fox Avenue, but my Anglo clients are intimated, afraid, unfamiliar to got here. Alright that is it.

Comment 24: I am very impressed with your observation and I think what the statistics just proved with the older people growing at an exorbitant rate this exactly what we need. They are still paying their taxes. They have owned their property and they want to stay in their home. I have noticed the high-end quote memory care facilities that are terribly unaffordable nor do they cover or paid for by Medicare. I noticed a new facility going up which is a senior center or assisted living care, it I think there are a lot of people as she said that need assistance on a regular basis and not every day to help them maintain their home and I am total agreement in observation of the grocery stores in Lewisville. There is also a lot of younger people who are living where it can still be more affordable, but certainly no less nicer than anywhere else, because it is a great city and Lewisville is very active with its communities and even with Old Town. So I agree with here and thank you for sharing that.

Comment 25: I agree as well with the observations made previously. I also think that housing in an affordable nature is of importance as well and as I say that I don't necessarily think that there would be something like subsidized housing I am talking about that level of housing that is available for residents who have a viable income that just need to be able to access to purchase a home for less than $300,000.

Comment 26: Amen.

Comment 27: Come to my neighborhood.

Crosstalk

Comment 28: I think that it is great that you have been so astute in noticing the people that have lived there longer than you and the diversity that that is there, because that is what is keeping the neighborhood stable and I think it says a lot.

Comment 29: When I moved in nobody came and welcomed me. I thought well I have a choice. I can either get my feelings hurt or I can be the neighbor I wished I had and that is what I decided to do. So I am always the first one within a 28 house area to say hi and welcome. Do you need and did you just get to Lewisville and do you need to know where things are? So I have made an effort to speak to people from other countries and all of that. However not everybody is like that and there are and I guess I would like to see more ways to get neighbors to feel comfortable and safe walking in their neighborhood and having a block party so that some of the scared longtime residents wouldn't be afraid to meet their new neighbors who are different.

Comment 30: I think that what is goes back to the thriving neighborhoods. I don't mean to get off course here, but that is what we are saying to the thriving neighborhood focus and that is a part of it. Looking at what you have in front of the screen with housing economic development, water system and other infrastructure and other facilities and human services I guess I do not know enough about some of the other systems. Even the water and the infrastructure to even discuss it. Just from my overview I would say that Lewisville does a very good job of monitoring and allocating funds to maintain those particular structures.

Comment 31: Yes.

Presentation

Comment 32: I am going to back up a little in regards to the allocation as she has said here is one of the things that I have noticed in my neighborhood and I am in the Indian Oaks area and I was one of the few when they first came in to have my home custom built. I have seen my neighborhood change many many times. What exists now with more of the millennials who are now starting homes are finding it quite that meets their needs as far as the elementary schools are wanting. What I am finding out in talking to them is that many of them do not work in Lewisville. So what they are doing on their way home and those that need to shop because of the scarcity of grocery stores we have is they are spending their money in other cities and are going to the Kroger or Sprouts. So we losing quite a bit of

OMB Control No: 2506-0117 (exp. 07/31/2015)

income and those who are on their way home they choose to shop outside so Lewisville. So that concerns me the scarcity of the grocery stores and it appears as those we are on our way to becoming a food desert in this area. That is one of the things that concerns me. Another thing is the homelessness. It doesn't seem like much attention is being given to that situation. I see that it is growing here in Lewisville and on that human services I think we could really elevate some of those resources as far as creating an economic development for some of these older apartments where we can finance getting them up to code and up to par verses creating a shelter for the homeless as far as to subsidize these rents and get the homeless people off the street. So that is another one of my concerns. Then of course the aging and elderly. That has already been talked about. So I will ditto what the other callers have said.

Comment 33: As you mentioned the economic development the jobs sustainability and the types of them and I think that is always a necessity for a community that is growing like Lewisville certainly is. I would hope that that would be something that you would strongly consider training opportunities as well.

Presentation

Comment 34: It is possible to email? Is it on any of the mail that we have received lately?

Presenter: No it is not. It is on this slide here. I would be happy to send you the link from the list of emails that we have. What are your plans for announcing this survey?

Comment 35: If you received an email. The email inviting to these forums included, the chamber I believe sent it out again. Otherwise if you received an email from me for these forums you should also receive one shortly for the survey itself. We will send it to our list of interested individuals and social service agencies as well as lenders and realtors that have worked with the homebuyer program previously and who are Neighbors Leading Neighbors Programs.

Presentation

Comment 36: Building a little bit on what she was saying as part of that larger initiative that we call Thriving Neighborhoods in our 2025 Plan the City has initiated a couple of programs, but not with CDBG dollars. I am just going to and that might help us to spark a little bit more conversation. We have a property enhancement program that is available to any homeowner matching grants for exterior improvements and our Neighbors Leading Neighbors Program has been trying to strengthen that social part that we have been talking about by encouraging neighborhood groups to communicate more and whether they are formal associations or informal groups just linked by social media trying to pick that up. I was hoping there would be some comments on how people thought those were going as well as expanding on those and then talking about the low- to moderate income neighborhoods too.

Comment 37: I don't know how we can better get the word out, but I have seniors in my neighborhood that have no idea that there are these services. Those seniors are not tech savvy. So many of them don't have a cell phone or a computer so they have really very little access to gaining such knowledge that is

available to them. How do we better publicize, because what we are doing is good, but it is not good enough.

Comment 38: I know that the city mails out by snail mail some of these programs, but many of the programs say go to www and that is where they really stop cold. I understand what she is saying.

Comment 39: In addition to I have some that have falling victim to a scam and I am sure there are probably others.

Presenter: That is a shame that people take advantage of our seniors that way.

Comment 40: I think about, I think that communication is one of those issues that is really difficult challenge for everyone and every community. So I am wondering if maybe there and we might think about some other ways of communicating with residents of all ages in general. The neighborhoods and millennials who actually travel from other areas and live in Lewisville travel from other areas to work and live in Lewisville, but I hear the same kinds of concerns from those families as well. So I know it is an issue of communication and so I am wondering if then we should be thinking about and talking about how to better communicate with residents. I know everybody is doing their best we can do it newsletters and the like, but we have to look deeper. We have to get, more information out to folks. So I don't know if that is by way of neighborhood meetings or church announcements or school announcements or billboards, the electronic signage. I don't know just thinking out loud.

Comment 41: In addition to that we might (Not Discernable).

Comment 42: That certainly has been deployed out. She is referring to kind of a mobile city hall project that we started very recently called MARTY (Mobilizing Areas Resources To You) we also have a block party trailer. I think some of those efforts are beginning but it is hard to find the resources to really devote the time that it takes to network further out of those things and find people where they are.

Comment 43: Absolutely.

Presenter: Any other issues and concerns including transportation that you would like to discuss at this time?

Comment 44: I think the transportation is being address in the big albatross is the 35 and everything that is around 35, but it is completion is on the horizon and it is going to be awesome. I think that everything is going to get better transportation wise at that point. It is getting better and better especially with the A-Train and the DART. Right now I think that 35 is the big card that has held up a lot of things and even some of the issues that we are discussing right now. This improvement has an impact on Lewisville as well.

Comment 45: Is there sufficient knowledge of the transportation, public transportation through lower income or seniors?

Comment 46: No, and again for public transit it says go to our website.

Comment 47: Maybe there needs to be something put together just for the seniors living in the house that there is someone there to monitor it. Is that what some organization do that we hear advertised like stay in home or instead home, something of that?

Comment 48: I work for one called Home Instead. If a client asked me how could I get public transportation, but since that client is paying our private company I would transport them. Perhaps a seminar could be at the Lewisville Senior Center. They have day field trips that are listed in their activities. Maybe one of them could be learn how to ride the A-Train and they could take a short little trip from Lewisville to downtown Carrolton and back. So that they have actually experienced it and aren't and it is not so scary.

Comment 49: You find they would have problems getting to the station to get on the A-Train?

Comment 50: If they leave from the Senior Center and sign up for that trip they would be transported in a van that seats 22 people.

Comment 51: Does the Senior Center have a van that can do those kinds of things if necessary?

Comment 52: They wouldn't be using it to get them to the train station on a daily basis. They would do it for an educational field trip.

Comment 53: That might help somebody get over their initial fear or discomfort of using the transportation.

Comment 54: Is the city or inside the city going to the grocery store or getting to a doctor's appointment?

Comment 55: We don't know, because we do not have that info really.

Comment 56: Does have fair booklets that they put out. There are hard copies that people can get, but it is not widely known where to get it.

(Crosstalk)

Comment 57: You were talking about the grocery store situation and I am sitting here going over where people buy groceries and Walmart. There are two Walmart stores in Lewisville and they even have the order online, but you have to pick it up and you have to order it online. Again, a problem with the Senior Centers and getting the people to the train station or it is not really the issue. It is the mobility of them getting out of the van onto the ramp onto the train. That is what I see as an issue that maybe we are just not aware of or we are looking for some private company to build the houses and make them or build the facilities and the senior people can go live in them. Maybe it is close to my heart because I have seen it so much anyway transportation.

Comment 58: We had a question whether SPAN is one of those social services agencies here. They do Meals on Wheels and transportation. It used to be the contract provider for elderly transportation before we had DCTA, SPAN still does some transportation and they contract, but it is mainly DCTA, but

they do have elderly and disabled vans from DCTA, but there are some ins and outs to how you qualify depending on how close you are to a train stop, not a train stop but another bus route and whether or not you can use those other bus routes.

Comment 59: Figure out which one to use depending on which town you live in.

Comment 60: Do you mind if I go back and ask everybody for folks to say how they feel about the physical appearance of their neighborhoods, streets, sidewalks, curb and gutter, fences and the appearance of the houses.

Comment 61: I don't live in Lewisville, but I am in Lewisville more than I am, but I think Lewisville has such a variety of different areas it is hard to come up with one that is good to bad or indifferent, because I think Lewisville is going a great job in staying on top of things. With that said are you still doing the rental approval, if someone is renting a home the owner has to be inspected?

Comment 62: There is a rental inspection program.

Comment 63: And it is still in play?

Comment 64: Yes.

Comment 65: So, I think Lewisville is doing a great job as far as they can and being more outreach to the community but it is just so big and so diverse with everything going on it is hard to say one particular area or not. I really think that after 35 is complete you are going to see a whole lot more changing and improvement in general.

Comment 66: I was just saying that the Vista Ridge Mall area in the southwest part of the city conditions are newer construction and pretty good. I think if you look between 30/40 and the Parkway as the other you have a wide variety of situations there that may not appear as attractive then is that is what is the most concern to the neighborhood or people who know each other well and maintains it over all and they feel good about living in that community.

Comment 67: One of the things again there is a diversity and what I mean by that is there is some elderly of course who are not able to keep up their homes and many of them have been cited for not being able to keep up their homes. Then there are the rental issues. Sometimes with rentals does not come the pride of ownership. So you may have some rentals that are not doing the best. So you have a conglomerate of things going on in one neighborhood.

Comment 68: I really like that she used the word pride in neighborhood, because I also had that on my list. I know that KLB (Keep Lewisville Beautiful) does a lot. I wonder and I don't know does anybody know if KLB has any partnership with schools for example in my neighborhood our neighborhood elementary is Lakeland and I am wondering if KLB has any speakers to go to elementary schools to talk to kids about litter and recycling and encourage them to be a block captain on the block where they live because that gets you invested in your neighborhood.

Comment 69: That is one thing that I have noticed (Not Discernable) where we could do better in cleaning with the neighborhood youth.

Presenter: I have a few questions that were sent in. The first one was will this be recorded and will we be able to view it at a later time? The answer is yes. You will be provided that later today. Have we done a survey to determine why the areas are not thriving? We are looking at neighborhoods and the state of the appearance of where these people are living. I think that is what we are doing this time is taking a look at that. That was the last question.

Presentation

Comment 70: How long will the link for the survey be available?

Presenter: How long? We can get it posted on the City's website then I think it would be however long the city supports that.

Comment 71: Just for clarification…

Comment 72: We can certainly keep it up until it no longer can influence the final product. We will keep it up as long as our consultants need it.

Comment 73: I would like to try and encourage a lot of people to go and take it. That is why I am asking.

Comment 74: I guess my question is I don't live in Lewisville, but I work a lot in Lewisville and am in Lewisville a lot. Does that prohibit me from taking the survey or going to public meetings?

Presenter: No.

Comment 75: I promote Lewisville and have served on the Chambers. And work with the community and schools.

Comment 76: What is the end game and what I mean by that (Not Discernable) and we are still asking the same questions. What really is the end game here?

Comment 77: The and a lot like you said you have heard a lot of the same questions before and some of this is an ongoing process and the results of the work being done right now is going to be a strategic plan put together by Western Economic Services specifically to meet requirements for our grant programs and we will prioritize some of those needs so that over the next five years that will help guide us to spending. That is the medium term results.

Comment 78: Is there anything that breaks out that spending is allocated to today?

Comment 79: We have our past plans and action plan for this year in fact we have some amendments to this plan and it depends on the City Councils agenda for tonight, but this year's main piece of budget was for rehabilitation of manholes that have been a number of years of just regular maintained have been and we have not rehabed sewer manholes and storm water infiltration and continue to deteriorate those. In the last couple of years have been street rehabilitation projects. we also fund

housing rehabilitation especially for elderly and disabled however our staff time to get those programs moving has been limited rather limited that program and we fund the first-time homebuyer's assistance program, but the price of homes has been rising and we have not been successful in assisting any clients in that for about 10 months now.

Comment 80: Meanwhile those funds just lay dormant?

Comment 81: In fact tonight we are doing some reallocations for instance the homebuyer funds are going into doing more of the sewer manhole location so we can get those funds more quickly. So there are some of those infrastructure needs like you said our city staff is more aware then some residents, but those are also the types of things you can fund.

Comment 82: So we have this money that is sitting here are we putting this money so it can grow?

Comment 83: The money is sitting in an account, a federal account. We only draw it down as a reimbursement. The city does not have the funds until we spend it on theses specific projects.

Comment 84: (Not Discernable) I think they are on our list.

Comment 85: The majority of our funds are scheduled to be spent and going to be spent on street rehab and sewer projects shortly. Like they said 15 percent of the funds are used on social services and those are being used.

Health Services and Special Needs Focus Group

Comment 1: I am with Health Services of North Texas and one of the needs that we have a great deal here is the need for primary medical care and behavioral health care for low-income and uninsured individuals. Those populations are our target populations and we do serve a substantial number from the City of Lewisville. People think that Denton County or even the City of Lewisville that we do not have a great need for these services, but we actually do have quite a number of uninsured and also people living in poverty. So that is something that we see every day.

Presenter: Thank you very much.

Presentation

Comment 2: I don't have a clear understanding of that item, the Denton County Homeless Coalition does the survey year to year and the sheltered count varies and the quality of the survey varies and I am not sure why that particular item changed.

Comment 3: I know that once upon a time, I would say 2014 there was a social agency and I don't know if it was CCA or Salvation Army, but they gave homeless people tents and I know that many of those people went to the city camp grounds. That camp ground was flooded and they have not had tents for two years. So if a tent counts as a shelter that is no longer a shelter option.

Presenter: I do not believe that a tent counts as a shelter.

Presentation

Comment 4: I will add to that. That is why I couldn't figure out the reason that the shelter count dropped. Those people in certain shelters should be counted and I know anecdotally that those shelters are maintaining their numbers and the larger ones would be in Denton the Salvation Army Shelter and the Prince of the Family Domestic Violence Shelter.

Comment 5: (Not Discernable) and mental illness are they separated?

Comment 6: Did you hear the question?

Presenter: I did not exactly. I think you were asking me if these are separated by these categories. They may have been in this particular count and notice that 230 are homeless so this table has 230. They may have more than one of these at work, but they selected just the main one.

Comment 7: The homeless will spend the night here at the Friends House and then the next night they do not have anywhere.

Comment 8: It is very difficult to count during the survey.

Presenter: The survey does get done in January, is that correct?

Comment 9: Yes.

Presentation

Comment 10: The housing designated for persons with disabilities (Not Discernable) I am a firm believer that occupying shelters can be way more costly than offsetting the homeless rent and so many of the municipalities are focused on shelters and I think that is and we can spend our money better. I think we can be better stewards and looking another areas.

Presenter: Do you have a feel for how this might better be allocated?

Comment 11: One thing that I have had experience with is we have gone to one of these apartment owners and we have offset the rent for these homeless people and negotiated the rent with the owners so that they are not no longer homeless, but we do not have the overhead of bringing in a staff and the overhead of insurance and the overhead of trying to get everything up to code and you find that this is less expensive. A lot of these apartment owners we give abatements to these huge corporations that come in and why not give abatements to some of the apartment owners and get them up to code and lift up Lewisville and that is a part of Keeping Lewisville Beautiful and it is amazed at what it does for the community.

Presenter: Thank you.

Comment 12: Not only that you have grant funding. I think it is not just exceptional or homes, but would that apply for apartments if you are finding homes for homeless or is it residential homes only?

Comment 13: I will answer that. For the social services set aside of CDBG program, we are limited to spending 15 percent of our total budget on social services and for that we can have emergency rent payments up to three months is allowed, but not long term rent subsidies. One the construction, on the physical side of the housing, residential housing you can do rehabilitation activities to renovate affordable housing and that can be resident. That can be single family residential, it can be ownership, it can be rental and it can be multi-family residential, of course with $600,000 a year and once you take out the social services and the administrative portion and that would have to compete with other needs that may not be a lot of money compared to what it would take to rehab an entire apartment complex if that is the question, but it can go toward those uses. It can be used for a number of housing related activities as long as the housing reasons affordable to people of low to moderate income.

Comment 14: At one of the council meetings they were talking about revitalizing or repurposing some of these old buildings that we have here and one of the thoughts was creating a shelter. My thinking would be if we created a shelter it would cost way more than $600,000. Looking at the amount of people for 200 something odd people that we are accounting for to all set and gets those individuals in an apartment (Not Discernable).

Comment 15: There is a concept in homeless services called housing first which is somewhat what you are describing I think. Again, our funds cannot go very far toward anyone expensive project, but they can perhaps leverage other funds that can be attached and used for projects.

Presenter: I would like to read the comment we have received. It says I agree with here, without real data how can we even say how we feel about the need for our community. Where is the quantitative data? The quantitative data that we have relates to many of the other populations, the employment statistics, the pollution statistics, the housing statistics. There isn't really good data on the special needs populations. In a way it is like the homeless data we do not know for sure how good the data is from year to year. So we have a little bit of a challenge with quantitative data when we are addressing the special needs populations. Special needs is a very broad category and there are very large number of variation in the population. If we classify the populations we have a few members in each classification in each group. So there really isn't good quantitative data for that category, but it still is an issue that we need to address. Part of that we hope to gather through this qualitative survey.

Presentation

Comment 16: My thought is I was to create an advocacy task for lack of a better word, what I have experienced for some are very educated individuals who are just a paycheck away and lost their job and lost their marriage and lost their children and now are homeless. Those are the individuals that I seek out to run my advocacy taskforce, because they are out here and they have relationships with other homeless individuals and they know the ins and outs. So my question is what percentage of the homeless individuals are we engaging to help solve our problem in the community development?

Presenter: I do not know what percentage currently.

Comment 17: You see that as a potential strategy of engaging homeless citizens as assets and not just clients?

Comment 18: That is exactly right, because they are and as we utilize our assets even if we create a task force that is creating economic opportunities for two or three individuals that you bring in and they would be able to let us know which ones have medical needs or which ones are just a paycheck away or what the needs of many of them are. After nine or ten o'clock you go to the Walmart on Main and you see many of the homeless out there.

Comment 19: I am going to encourage her to talk about some of the needs that she already addressed in the last forum but now that we are specifically talking about special needs you have a little bit to say about senior and elderly needs.

Comment 20: I have befriended the homeless and I sometimes work for an agency that helps the elderly stay in their homes by providing whatever services they need; companionship, safety monitoring, food preparation, taking them to doctor's appointments, etc. There are some agencies that help with that and a lot of people do have family members. The homeless and I have been friends with a formerly homeless man for 10 years. When I met him and I hired him as a handy man and didn't know he was homeless because he came and I was introduced by somebody else and came in his van and had tools and I didn't know where he lived. I eventually learned that he was illegally living in a storage unit. Eventually, they discovered that and he was kicked out. He is a veteran, a Vietnam veteran at that time he had alcohol issues. He eventually lost his van because of DUI tickets and he didn't have the money to

OMB Control No: 2506-0117 (exp. 07/31/2015)

pay so he just stayed in jail. Eventually, since we do not have a long-term facility here, eventually he spent two years in the homeless shelter in Fort Worth and there he kicked his alcohol habit, got help to wade through the bureaucratic maze so that he could get an official Texas ID in lieu of a driver's license, etc., etc. However, I still take him to the VA hospital in South Dallas and they schedule all of their appointments for 7 am and my friend cannot get there on public transportation by 7 am because trains and busses typically are shut down between 2 and 5 am and because you have to negotiate so many transfers to get there anyway. So I ended up driving him to the VA. He has managed to figure out a housing solution. He lives in Old Town Lewisville with three other roommates. It is a rental property, but they are all grateful that they have a place and they have comradery because they are not alone. My friend either walks places or rides a bicycle and one of his physical health conditions is artery diseases. The VA has done things actually although he tries to stay physically active I can see his situation worsening in the future. He is not able to work. He is a very intelligent person, but I don't have any solutions. I am just well aware of the problems. I have also seen as I mentioned once there was a time when there was a social agency handing out tents. The people were staying in tents at the city campground until they ran out of money to pay their lot rent. Then they were homeless again. I also know because I have spotted or heard about the police in cleanup volunteers finding homeless people right next door to places that most of us would not realize like Movies 8, the dollar movie. There are some woods right next door and I am told that every time there is a cleanup they find material that suggests there are people camping there. So I don't have any suggestions or solutions, I just know that and we don't see it like you do in downtown Dallas or downtown Fort Worth, but yes it is here.

Presenter: Thank you for those comments. Are there other issues or concerns that you would like to share abut health services or special needs groups?

Comment 21: You can find a great deal of them hanging out at the library. That is a place of comfort for them. You see in the cars that they are living in the cars. So the library I see them coming and going quite frequently on a daily basis there and I think once we can get them or identify some of them and we can identify their needs and different categories. You have defended categories of homeless whether you want to face it or not that one can be homeless and not want to be there. There are others who are victims of circumstances and identifying those who really want and need the help I think that should be our first target. The others that don't we will just have to deal with it. There are those that really need help and there are those that you know and it is just a fine line to have them homeless and if we can pull those up first. Hanging fruit. If you reach for those hanging fruit and you will see those numbers will dissipate very quickly.

Comment 22: Just to add to that there is a street outreach program from Giving Hope Incorporated has also a partnership either other homeless providers which primarily they visit twice a month visit the Salvation Army in Lewisville because their lunch program and they visit the library, but these other locations may be places I can suggest to them where they can go.

Comment 23: I have heard, but I do not know the details that there is some youth facility out on 407.

Comment 24: Right, there is a new organization called Kyle's Place and operated by Journey's Dream and it is brand new and concentrating on teenagers.

Comment 25: I work with the non-profit ministry as a case worker and we have clients in here that have had issues with mental health, that we have tried to source local services with and we are really and we have been having a hard time getting services for them even through MHMR because maybe a process wasn't followed like for instance one of our clients physically assaulted another client and because it was not reported to the police they wouldn't take her at MHMR as an inpatient to receive some kind of help. So some of that mental health thing we are seeing even seemingly normal on the outside people that have issues that we are having issues with getting some services for them.

Presenter: Thank you.

Comment 26: Actually that same individual that assaulted somebody in front of one of the case workers at MHMR threaten our translator in front of her and they still wouldn't do an intake and make sure she got taken care of.

Presenter: That is a shame.

Comment 27: So supposedly on pare it looks like there are some services available, but they are very very hard to actually get into or whatever.

Comment 28: I would agree. I have seen a need for behavioral health services as well and I know MHMR is stretched thin and as are we just a shortage of providers, but also a great need and the issue that ties into homelessness.

Presenter: Thank you.

Presentation

Comment 29: I wonder how many people are actually engaged in this focus group today.

Presenter: We have 11 that have called in and there are several more in the office. It was designed to have 12 or 15 registrants. We had 10 or 12 registrants to this one. We had a few more earlier today and I expect it to be approximately the same size tomorrow or maybe a little larger in the late morning. (Explanation of Public Input Meetings).

Comment 30: (Not Discernable)…that is not even 1 percent.

Comment 31: I will repeat something that he said. These were designed as focus groups and to instill dialog. The survey will get broader input and the public meeting will be designed for broader input. We certainly wanted to make this available to the general public but the survey and the public meeting will be for that reason.

Affordable Housing Focus Group

Comment 1: Can you go back one slide. I just wanted to take a look at the number of years that elapsed between those two columns. So some incomes have risen as a percent of the total it also happened over a number of years I guess would you expect just normal cost of living and wage increases to explain the major part of that or is it hard to say.

Presenter: I would say at the trend is most definite. What you are suggesting as time marches forward these data on the far left are not modified over time. So as inflations and wage hikes and other forms of income people due experience moving from one income group to another. We do see that. We do see some of these higher income groups coming about, but the question is to what extent are we leaving some people behind.

Presentation

Comment 2: If I can interject anecdotally, we hear from our service agencies a lot about rising rents. I know a little bit of that came from one complex that might have been considered affordable. It was not a subsidized or government or government subsidized complex but it changed ownership and rents went up significantly in one particular place. Just in case anybody else has something to say about that I did want to comment that I hear from our social service agents that assist in paying peoples rent that they have seen rents rise quite a bit.

Presenter: I am actually glad that you pointed that out.

Comment 3: Not that I got that comment over the years, but especially over the last three years.

Presentation

Comment 4: So I guess I have concerns that are really based in housing and housing availability for really two extremes the senior population, those folks who are lower income living in poverty and there seems to be anecdotally from conversations and with people I interact with that the numbers that you indicate here are bared up like their comments that folks who are middle income earners who don't have the capacity to pay the higher end rents. Those that are typically over a $1,000 per month and well over a $1,000 typically or to purchase a home or the higher incomes. I am wondering if there are or how we might think about making some impact to make maybe even some of that older stock more available for entry level homeownership as well as some level of rental housing apartments or single family homes for that matter that would be affordable for middle income families, those incomes between the $50s and the $70s.

Presenter: I don't have a good answer for you quite yet. I am very sympathetic with this challenge.

Comment 5: I can talk a little bit about our homeowner, our experience with our Homeowner Assistance Program if this is a good time.

Presenter: Absolutely.

Comment 6: The City after one of these previous strategic plans, Consolidated Plan, we have had and so for about the last 15 years we have had a First-Time Homebuyer Assistance Program using the Community Development Block grant fund. Over the first 5 to 8 years of the program we would help anywhere from four to eight families per year to afford the upfront cost to homeownership, the downpayment, and closing costs especially. For a few years there we were helping may be a dozen or as high as 15 families per year to buy their own home as well. In 2010, we made some changes to the program. We established different tiers of assistance where we could help with additional principal reduction for very low-income homebuyers as compared to the low- to moderate income buyers. That also seemed to work for a while. We certainly our assistance level went down. The number of people we helped certainly went down around the same time as the housing crisis. It seemed to recover a little bit and we were helping and three years ago, two years ago, we were just helping four or five families per year, but in the last twelve months we are pretty much at a standstill. We have not helped any clients primarily because of home prices. Anecdotally we hear from some of our realtors or lenders maybe it is also because there are investors in the market willing to make immediate cash offers that our homebuyers are not able to counter or being a part of the program they may not be seen as much of a desirable buyer compered to somebody who has a cash offer. Those are the difficulty we are finding in assisting homebuyers right now and our options going forward are looking at whether we can raise assistance levels, but I am not sure that we could raise it to the point where we could overcome whatever the market forces are right now. We would certainly welcome comments about that program.

Presentation

Comment 7: I am going to try to follow this as much in order and first of all I wanted to say that I represent the disabled population that you put up on the screen. It was about 8,306 people for our city and I also represent the 65 and older community which is at 8 percent. I also represent that age group bracket of age 35 to age 60. What I am talking about is the disabled community that you mentioned earlier some people are getting of age where they can no longer maintain being in a home the appropriate way and makes moving their home financially very difficult to other places. What I wanted to talk about was one of your questions was or one of the agenda items was expanding economic opportunities for lower income individuals and one thing I heard him mention with the rental assistance program that because apartments aren't being built as much. There is competition and rents are rising and increasing. So rental assistance is getting harder, but the need for people who need the help is still rising. What I wanted to bring up on the table as a possible solution is community living housing. This is a housing situation to where you may have five individuals in one home therefore you are looking at five people that rooms like disabled, seniors that would normally need assisted living, but cannot afford assisted living, and also the age group of 35 to 60, because that disable population who are still living at home with the older parent who are now going to nursing homes and for the first-time this population or age group has to find a place to live. They have always lived with their family and they are unable to know how to pay the bills and be successful in running a home on their own and also they do not have the income. I just wanted to bring it up to the table of community housing where one house takes care of five individuals that cross reference three different of the ethnicity, age, and also income that you brought up as a possible solution.

OMB Control No: 2506-0117 (exp. 07/31/2015)

Presenter: Thank you very much. I appreciate that. That is an excellent point.

Comment 8: I was just wondering if anybody else had any follow up on that or any comments. I will say I understand why you are talking about that age group. There is one organization in town, Special Abilities of North Texas is working on some independent living programs for adults with disabilities because like you say they may be at home with elderly parents and have to there has to be some long-term solution for those folks once they lose their parents.

Presentation

Comment 9: That is a big increase. Our city Facebook post and the Councilman's Facebook post helped to drive that.

Presentation

Comment 10: I just wanted to chime in on this slide. I think in what I mentioned earlier I think rental assistance would be helpful because a lot of people have homes already. You have a slide up there with rental properties that are old properties. I have rental properties and a lot of people have rental properties that can be a community home, but the people of need need rental assistance. That is why they can't afford assisted living although some of them are getting older or there are 30 year old, 60 year old can't qualify for nursing homes because they do not have physical problems for nursing homes. What they need and they are only making $733 from disability, they need rental assistance and so for a lot of those homes that are second income homes it can be an initiative for them. I think 20 percent of rental homes in Lewisville.

Comment 11: Do you see the need more for rental assistance just helping people find and afford the rent wherever they can be or do you see the need for more additional rental housing where all the units are reserved for somebody in need.

Comment 12: Actually both because although let's say I may have two homes I get called from places like MHMR and hospitals every day to where I have to send people for housing outside of Lewisville, just because it is both it would help with the homes and help supplement their disability and if we had additional homes I wouldn't have to help find housing outside of Lewisville. This is where they want to stay.

Presentation

Comment 13: After looking at this slide can we back up to the last couple of slides? There was a lot of information just to see if anyone wants to discuss any particular item there.

Presenter: Sure.

Presentation

Comment 14: On the next slide I had a question about one of the choices. Can you give me your definition of mixed use housing?

Presenter: Mixed used that would be like commercial on the first level and residential on the upper floors.

Comment 15: Like a store outside.

Presenter: Yes, that would be more like a downtown orientation where you have a mixed use with a commercial or retail or restaurant on the first level and apartments or condominiums above that.

Comment 16: I am just going to tell you what my survey answers will likely be.

Presenter: As long as you take the survey that would be fine.

Comment 17: I am going to take the survey. I just haven't had a chance to get back to it yet. Just again anecdotally, it seems that where many families struggle is in finding the housing and then affording the housing. So it seems that maybe the emphasis needs to be on housing and economic development for that job training piece that helps people become more mobile to move from one income rank to another. Then I have had some interest and I know that there are a couple of groups that maybe have some interest in doing some of that single family rental rehabilitation and also a variety of different types of uses. Lower income as well as for seniors as well as for middle-income people. So those three areas I am sure would there would be some interest just out of concern for housing across the board and seeing what is happening in other larger cities so much in suburban cities. I think it is not that I have seen lately except in Columbia, Maryland where I lived for a while. That the mixed use housing idea seems to be one that is very appealing for a lot of different income ranges and population descriptions, because of the concept of having access to some commercial entities like grocery stores or some other type of retail job and also the ability to live closer walking distance down at the bottom of the building near the stair or the elevator or something. That is very appealing for a lot of populations. Population groups, seniors and younger people as well as lower income folks. That would seem an appealing idea to me for the City of Lewisville growing at the rate that it is growing. A lot of entry points there. As I would think about that whole affordable housing thing it seems to me too that there needs to be some instance to encourage builders to build housing that is somehow and I don't know quite how it would happen, less expensive then where we are headed right now and I know that the market is really demanding the higher incomes of 3, 4, 500,000 homes that we are seeing pop up all over Lewisville which is awesome for the tax base, but it certainly leaves behind a considerable population group. A considerably large portion of the population. So if we are able to stimulate housing that is in the 200 and 175,000 range and up I would think would be very appealing to a large groups of the population, Hispanic, African American, Asian and all of those folks who are looking to become homeowners but needed that entry point.

Presenter: Thank you. Other comments? Concerns?

Comment 18: Mixed use housing and new urbanism is a popular trend and it doesn't always translate to affordable housing and so I think you comment if you are talking about mixed use housing you also want to see some affordability worked into that.

Comment 19: Yes.

Comment 20: I would like to reflect on something that had asked about if the need was in rental assistance or in developing more rental properties. I know that our Community has had special promotions for first-time home buyers and that was essential. I think if there could be an incentive for people willing to do rental properties to help a special population, house a special population similar to first-time home buyers. Right now for commercial homebuyers you have to put 20 to 25 percent down and it becomes impossible to help community out that is in need when you are trying to help disabled individuals who do not have the money to actually pay for it. It is stifling. Maybe an answer could be something similar to first-time homebuyer for commercial homebuyers who would have the initiative and incentive to help five or more people. I certainly can personally say that I still and I know I will help lot of people. I go right there I can help 20 people right there with just four homes, because I can now afford to help them. As far as services with things that they need that is just something I do as a teacher. I enjoy doing those things but I need a place for them to go and be safe.

Presentation

Comment 21: I think that when it comes to housing needs just like we talked about before. I think we need to target individuals with disabilities as everyone has said because regardless of where you go it is very hard to find a house that is disability friendly or even an apartment complex that is disability friendly. I think that needs to be number one on the list because I personally don't know of any neighborhoods that have homes that actually are created or built to assist people with disabilities and often time they probably (Not Discernable).

Comment 22: To piggyback on what she is saying is that even coming out of pocket when you are on a disability check they want three times the amount of income. They make $733 a month. They will never be able to get that apartment or meet the requirements for a house and the downpayment. Never. They will never make three times that amount. It creates homelessness.

Presenter: Other issues or concerns you would like to share?

Comment 23: Also when you are looking for that home also it makes difference on the school location. I think sometimes they do not choose that home or they are not wanting to go with the program because of where the school is located or what schools their child is going to.

Comment 24: That is good point. That too was location for many types of special population to help bridge gaps for the different groups that all of the effort not be placed in single area of the city rather than dispersing populations throughout the city. I think that we saw it in one of the discussions yesterday an earlier one where it was evident that most of the lower end rents available to people are in the 121 and corporate area where there was a high concentration of lower income or lower-middle incomes but the rents were far less there and in my experience in by looking at demographic data where there are high concentrations of lower- or lower-middle income people the environmental living environment slowly over time starts to erode and deteriorate. So I would just caution against doing that approach. Taking that approach.

Comment 25: Is there any incentives once you are in the home and you pay your rent on time for a certain amount of time are there any incentives that would decrease the principal interest on your loan or anything like that or is it just you pay your rent for five years and you become the owner of that home?

Comment 26: Are you talking about so a rental house or…

Comment 27: No for the first-time homebuyer. Yes becoming a homeowner.

Comment 28: OK, so for the First-Time Homebuyer Program that exists right now the buyer buys the house just like anybody else would. There is a five year or when they get additional assistance a ten year period that basically you have to say that I intend to live in the house for five years to use that program. If you see the house or it becomes a rental property they have to pay some of the assistance back to the program, but basically they are free and clear, there is a lean on the house from the city when we offer the assistance for five years, but they are the owner of the house from day one, but they have the mortgage lean and the city lean and then the city lean gets forgiven once they have met that time frame.

Comment 29: I was just trying to say that since the city lean is on it is there any incentives within that five year period? I know you pay your mortgage on a monthly basis, but what if you and say that I pay that on time every year for a year is there any incentive in there after I pay it like she said as far as her payment for the mortgage is pretty good so we are going to offer her like every year if you pay it on time you get $1,000 that reduces you PMI on your home. Then after five years that is it. It becomes even though the city is off the lean there is no and that incentive goes away.

Comment 30: Right now there is no incentive beyond; there is no incentive for on time payments or anything right now. After we assist somebody getting in the house right now we are pretty much hands off in the loan service, the mortgage company handles things for there on unless we hear from the client that they are having difficulty making their payments. So no we do not have any ongoing incentives after purchasing the home.

Comment 31: OK.

Comment 32: I have one other question as well with regard to the homebuyer program, the Homebuyers Assistance Program and the fact that there seems to be not many people seeking that support and you mentioned that the price point of homes available. Can you talk a little bit more about that?

Comment 33: We have people interested in the program and we still do get phone calls and we get people that we refer to Homebuyer Education Classes and we let them know after they take a class that they also to talk to a lender to get prequalified and then they would come and apply for our program, but we don't see many people coming for that application once they talk to a lender. My understanding is folks need to be prequalified but not for enough compared to the houses that are available on the market right now. I just did a basic realtor.com search and there were eight homes, there were a few

more, but a couple were more definitely investor grade houses. There were eight homes and one or two of those you never know might not pass inspection, but eight homes under $150,000 right now. Given the income range we are assisting with a family of four can make up to about $57,000 and that goes down or up depending on family size? So what my impression is there are just not that many homes available for less than about $150,000. We can go above that mark depending on that individual family's income, but they have to meet the lenders requirements as well as the homebuyer programs requirements. So in the history of our program most people bought homes that were in the $120, $130,000 range and there are a few of those still on the market, but just not that many.

Comment 34: OK. Thank you.

Presentation

Comment 35: I strongly appreciate the data that you have brought to the two that I have attended. It has been outstanding. Very informative.

Table 1.1
How would allocate your resources among these areas?
City of Lewisville
2017 Housing and Community Development Survey

Area	Percentage Allocated
Housing	22.7
Economic Development	19.8
Human Services	18.6
Public Facilities	13.3
Other Infrastructure	12.2
Water Systems	11.9
Other	1.5

Table 1.2
Please rate the need for the following Housing activities.
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
First-time home-buyer assistance	11	28	50	94	47	230
Supportive housing for homeless or disabled	13	33	50	87	47	230
Energy efficient retrofits	10	29	56	85	50	230
Homeowner housing rehabilitation	6	25	74	77	48	230
Rental housing for very low-income households	25	39	45	76	45	230
Construction of new affordable for-sale housing	21	27	60	75	47	230
Senior-friendly housing	9	23	79	72	47	230
Rental assistance	28	42	42	71	47	230
Retrofitting existing housing to meet seniors' needs	7	37	71	68	47	230
Homeownership in communities of color	31	28	53	67	51	230
Construction of new affordable rental housing	40	36	42	65	47	230
Rental housing rehabilitation	18	35	69	60	48	230
Preservation of federal subsidized housing	33	41	48	60	48	230
Mixed income housing	32	47	54	46	51	230
Downtown housing	27	56	58	41	48	230
Mixed used housing	33	65	46	38	48	230
Housing demolition	27	84	44	24	51	230
Other Housing activities	25	2	7	23	173	230

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table 1.3
Do any of the following acts as barriers to the development or preservation of housing?

City of Lewisville
2017 Housing and Community Development Survey

Barrier	Total
Cost of land or lot	70
Not In My Back Yard (NIMBY) mentality	70
Lack of available land	55
Lack of Affordable housing development policies	52
Cost of materials	49
Cost of labor	48
Permitting fees	32
Construction fees	32
Density or other zoning requirements	29
Permitting process	28
Lack of qualified contractors or builders	22
Lot size	20
Impact fees	19
Building codes	17
ADA codes	16
Lack of other infrastructure	13
Lack of sewer system	5
Lack of water	2
Lack of water system	1
Other Barriers	19

Table 1.4
Please rate the need for the following Business and Economic Development activities.

City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Retention of existing businesses	3	15	57	86	69	230
Foster businesses with higher paying jobs	4	19	55	79	73	230
Attraction of new businesses	8	14	65	76	67	230
Provision of job training	7	18	78	56	71	230
Provision of job re-training, such as after plant or other closures	10	33	73	43	71	230
Expansion of existing businesses	8	42	68	42	70	230
Enhancement of businesses infrastructure	6	41	67	42	74	230
Provision of working capital for businesses	14	40	72	29	75	230
Provision of technical assistance for businesses	13	43	69	29	76	230
Development of business incubators	14	41	60	27	88	230
Investment as equity partners	17	46	62	23	82	230
Provision of venture capital	16	46	62	23	83	230
Development of business parks	28	64	46	17	75	230
Other business activities	10	2	3	8	207	230

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table 1.5
Please rate the need for the following Infrastructure activities.
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Bicycle and walking paths	6	23	45	74	82	230
Sidewalk improvements	2	32	55	61	80	230
Street and road improvements	1	16	76	58	79	230
Bridge improvements	9	38	53	40	90	230
Flood drainage improvements	8	36	62	37	87	230
Water quality improvements	13	40	57	33	87	230
Solid waste facility improvements	10	44	56	33	87	230
Sewer system improvements	9	45	59	31	86	230
Storm sewer system improvements	9	49	54	31	87	230
Water system capacity improvements	5	48	59	29	89	230
Other infrastructure activities	10	0	3	13	204	230

Table 1.6
Please rate the need for the following community and public facilities.
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Parks and recreational centers	4	17	58	68	83	230
Community centers	6	17	67	57	83	230
Youth centers	6	19	71	53	81	230
Senior centers	5	30	64	48	83	230
Childcare facilities	17	31	53	44	85	230
Healthcare facilities	16	30	57	42	85	230
Residential treatment centers	16	36	60	30	88	230
Public buildings with improved accessibility	14	47	48	34	87	230

Table 1.7
Please rate the need for the following human and public services
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Crime awareness education	3	22	51	69	85	230
Youth centers	4	22	52	68	84	230
Mental health/chemical dependency services	12	25	40	67	86	230
Transportation services	8	30	43	65	84	230
Healthcare services	9	28	42	64	87	230
Employment services	3	25	53	63	86	230
Fair housing education	14	28	36	61	91	230
Fair housing activities	16	24	42	59	89	230
Tenant/Landlord counseling	10	35	39	58	88	230
Senior services	4	31	53	57	85	230
Homebuyer education	6	26	50	57	91	230
Childcare services	15	32	48	50	85	230
Mitigation of lead-based paint hazards	19	59	32	31	89	230
Mitigation of asbestos hazards	19	57	33	31	90	230
Mitigation of radon hazards	18	61	35	26	90	230
Other	9	1	2	7	211	230

Table 1.10
Please rate the need for the following housing types for special needs populations
City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Emergency shelters	7	28	40	69	86	230
Rapid rehousing rental assistance for homeless households	13	27	39	65	86	230
Shelters for youth	7	31	49	57	86	230
Permanent supportive housing, such as subsidized housing that offers services for persons with mental disabilities	12	31	53	49	85	230
Transitional housing	14	33	50	47	86	230
Housing designed for persons with disabilities	5	37	57	46	85	230
Senior housing, such as nursing homes or assisted living facilities	12	40	55	38	85	230
Other special needs	10	1	1	5	213	230

Table 1.11
Please rate the need for services and facilities for each of the following special needs groups.

City of Lewisville
2017 Housing and Community Development Survey

Question	No Need	Low Need	Medium Need	High Need	Missing	Total
Veterans	4	8	44	89	85	230
Victims of domestic violence	3	18	39	85	85	230
Homeless persons	7	25	41	72	85	230
The frail elderly (age 85+)	5	26	46	67	86	230
Persons with severe mental illness	7	28	48	61	86	230
Persons with physical disabilities	4	26	57	58	85	230
Persons with developmental disabilities	4	25	56	58	87	230
The elderly (age 65+)	3	29	58	54	86	230
Persons with substance abuse addictions	15	25	54	51	85	230
Persons recently released from prison	21	49	42	32	86	230
Persons with HIV/AIDS	19	51	51	24	85	230
Other groups	8	0	1	0	221	230

OMB Control No: 2506-0117 (exp. 07/31/2015)

Housing and Community Development Survey Comments

In which city do you currently reside: Other (please specify)

- Flower Mound
- Carrollton
- Denton
- McKinney but work in Lewisville
- Corinth
- Lake Dallas
- Corinth/Denton
- Corinth
- Highland Village
- Denton
- Dallas
- Providence Village
- denton
- Denton
- Denton
- Denton
- The Colony
- Justin
- Denton
- Denton
- Denton
- Denton
- Sanger, Texas
- Denton
- Denton
- Corinth
- Argyle
- Carrollton
- Coppell
- Dallas for past year. From Lewisville, hoping to return soon.

Unnamed: 28_level_1 If you selected "Other" above, what other type of housing activity are you considering?

- more higher income housing for growth
- Low income housing
- property clean up- my neighbor stores several old cars in her back yard causing a rat problem for entire neighborhood!
- Low owner buying a home
- small 800-1000 sf homeowner community for seniors
- Need to spread out low income and immigrant housing.
- Transitional housing
- New construction of subsidized housing or rehab of existing houses by Denton Affordable Housing, not the kind of "affordable" housing that's income-limited apt complexes. We should probably form an agency of our own to handle the other HUD sections that Denton Housing Authority doesn't handle, and we shouldn't wait for Denton Affordable to discover Lewisville exists and build houses here. We need more Section 8 vouchers too. Also, need to make a law against Rent to Own sharks that take down payments then evict. There's no reliable data regarding homelessness in Lewisville. Denton counts Denton's homeless but doesn't count in Lewisville except at 2 locations when they do the homeless count. Denton County has never counted the whole county's homeless, never kept accurate data, and doesn't effectively share data with other agencies such as CCA or Metrocrest. Last year Denton County's largest social services agencies lost their biggest grant because the people at agencies in Denton are completely focused on the City of Denton only. What we need, to start with, is a social services entry point like Plano has. Then we can determine the actual needs, avoid redundancy, and access the resources that people are barely aware of. We can't let Denton keep trying to reinvent the wheel when we could instead do what works.
- Transitional Housing, Rapid ReHousing Fudning, Emergency Shelters, especially for the high population of women, men, and children experiencing domestic violence.
- Transitional housing
- Shelter for victims of domestic violence/sexual assault
- Transitional housing
- Shelter, Transitional Housing
- Shelter and transitional housing
- transitional housing
- Assistance for Housing Repairs
- Construction of new housing for sale in the $160k-$225k range
- Circle of tiny homes, 300-800 sq , surrounding a community garden/playground for single homeless men, battered wife & baby, homeless teen trying to finish school, etc. Provides privacy, security & socialization/community
- Master planned development with own schools, retail, and restaurants. Similar to Castle Hills but with a smaller foot print and more craftsman style homes/townhomes.

- A lot of my 'low-need' answers depend on provision of 'high-need' items being addressed. Surely that is taken into account in deciding what to do and how to fix some of these issues that upset residents so. The Haves have to stop marginalizing the ones who don't make 50-100K/year. Do this right, less Fed needed.
- There is already enough low income rental properties and housing. There is so much in condensed areas that it actually makes me feel unsafe. One of the only 24hour pharmacies is right by a scary area and Lewisville and Presby Flower Mound send patients there and it gives Lewisville horrible representation. Something needs to change along 121 business around corporate. Plus the neighborhood behind Lewisville highschool. Some houses are falling apart and there are way too many rental properties already existing.
- Affordable apartments
- Refugee housing
- Habitat for humanity or affordable housing for young disabled adults with children
- Cooperative housing for people in need of affordable housing (see CHEA in Austin)
- Lower rents

Do any of the following items act as barriers to the development or preservation of affordable housing in Lewisville? Open-Ended Response

- More affordable housing. land, labor materials
- hoping you know this is important is a barrier,because it's all about money,and being told by council people "you don't know what your talking about",the city works for the citizens,but it has become the good ole boys party,very sad
- I have lived her for a decade plus and we need sidewalk improvements in our neighborhoods, LPD more active on issues in the area and addressing the increased homeless population that is now entering our alleys, dumpsters and neighborhoods in the late PM/ early AM.
- not sure there are any solutions to high labor and materials cost. We built onto our church in Lake Dallas it took almost 9mo to get the proper permits, I am not familiar with Lewisville policies.
- There seems to exist a mentality that if we acknowledge a "homeless" population and address the needs, we will attract more homeless from other nearby cities. "If we build it, they will come, so let's not even acknowledge the problem.
- Lewisville's high costs with all the other higher costs for middle income people is pushing these folks out. Random low income places next to high rated housing and efforts to beautify is hurting the efforts of those who have worked hard to maintain a nice house. Not enforcing code violations of certain people groups is hurting everyone.
- The permitting process in Old Town forces people who are trying to build there to jump through unnecessary and costly hoops. Home building permits should be restricted to structural safety. Home color, design, and the layout of the house on the property should be the choice of the owner. Also, the current review process is prone to getting bogged down by one individual's personal preferences. Delays like this cost people money which reduces the incentive to build or renovate in Old Town.

OMB Control No: 2506-0117 (exp. 07/31/2015)

- Set rigorous code standards and enforce them.
- Educate renters and homeowners more and advertise meetings more on social media
- To provide affordable rental or buying policies for homeowners
- a development for seniors that don't want large houses. See example. Spur, TX and other such homeowner communities across the country.
- New homes should be built to ADA codes. Eventually, all those blessed to have lived to their senior years will probably need their homes retrofitted to meet these needs.
- I am not familiar with any of the above problems.
- Incentivize builders, contractors and investors to develop create ways to increase the affordable housing in Lewisville. Change the idea of what affordable housing means to increase citizen support. Increase outreach to those who are disadvantage to get there direct feedback on their barriers.
- Consider a property tax credit for market level property owners within a mixed use zone.
- The city could purchase lots near downtown or other parts of the city to create affordable homes. Maybe even partner with homebuilders who build homes in the city and provide a credit to them if they build a few homes for low income homebuyers.
- We need our own Affordable Housing agency to access HUD funding (other than Section 8). We need better zoning to require some smaller, more affordable houses get built. We need a zoning plan, not just a vision or a dream. We need to communicate with our neighbors in FloMo, Trophy Club, Argyle, Coppell, etc. to let them know we don't want all the affordable housing, homeless services, long-term hotels, thrift stores, and agencies to be our problem only.
- Preserve natural parks negates expanding structures, however there are existing structures could be transformed into homeless shelters. Effective management is essential.
- Affordable housing
- NIMBY Mentality--this will likely require a great deal of community education on the positive results of increasing affordable housing. Lack of affordable housing development policies and lack of collaboration--the city would do well to look at a growth plan in providing help to residents experiencing homelessness, at-risk-of-homelessness, fleeing DV or SA, etc. Considerations should be made for potential emergency shelters and transitional housing programs as well as increased rental assistance and rapid rehousing. The city could collaborate with local non-profits to create a strong coordinated entry effort to better assist residents in need of combating homelessness and finding affordable housing. Often non-profits are willing to step up to do the legwork, but need the support of the city behind them.
- More housing opportunities that have less restrictions and cheaper.
- Victims of domestic violence need transitional housing options so that they can build up resources to survive on their own
- Concerns that shelters or transitional housing will lower property values or bring in "undesirable" residents - show information and statistics to educate neighborhoods on the benefits of these programs.
- NIMBY mentality - REALLY? Well maybe if we saw a low rent project in the MAYOR's neighborhood - I'd feel better.

- Many people have a negative view of affordable housing and other housing options such as shelter and transitional housing. They think that such options will attract lower income people to the town. However, people from all backgrounds can experience situations which would require them to need these options, such as layoffs or domestic violence.
- Leadership needs to accept the statistics and reports of the need in the community and allow developers to come to the city to develop affordable housing. Allow partnerships that will provide the need, and get out of the way. Affordable housing is not "public housing". this is housing for working people living in your community now.
- Change the zoning. Unsure how to change the "NIMBY" mindset other than trying to convey empathy.
- Clear expectations and codes enforcement for current low income housing to address the lack of affordable housing development policies. Mixed income housing to address the "Not in my back yard" mentality.
- create opportunities for re-development of older existing neighborhoods in order to rebuild new homes for middle-income residents, and or seniors.
- If city condemns a house, let coalition of CCA, Habitat, etc put up affordable housing
- Need better roads and more specific walking and bike paths to/through downtown area and to train stations.
- Most of the barriers can be overcome by creative planning and thoughtful oversight. While the city can not dictate to landowners. They can encourage the kind of development that will foster growth of stronger communities. The city should look for partners to build uniquely styled villages with at least 2bdrm/2bath garden homes/townhomes. The villages could be targeted towards new families and seniors. They could include adult day care/childcare facilities, a gym, community pools and retail options. Existing apartment complexes and extended stay motels could be offered incentives to redevelop their facilities to match this model. Existing homeowners would less resistant to a planned development that fits into an existing footprint and in some cases might revitalize previously blighted areas.
- Please begin building upward more often, and quit with the castles for regular people. Start selling more multi-family units rather than renting, and make renting affordable so people have hope to buy; it makes no sense to pay more renting while being forced to rent and not buy . . . especially in our new economy. Don't allow social issues to marginalize committed residents, whether they rent or own space here.
- Provide financial assistance or links to it
- Affordable senior housing - not rents at senior living facilities at $3000 + a month. Simple facilities that seniors on limited income can afford to pay as rent monthly. Under $800. per month. A lot of our current seniors help to build Lewisville and supported it with tax dollars.
- Having help for those of us who are single with one child. Who have to work two jobs because we fall in the crack of making too much and not enough.
- Allow golf cart access in park areas
- There needs to be more restrictions on rental properties, they are lowering the cost of property values.

- Cost of labor, Let people help build there own home
- NIMBY is a matter of education. Lewisville is nearly built-out so land is at a premium. Unfortunately construction costs are out of our control except for possibly providing grants.
- lower prices for long term residents
- The homeless problem exists. Acknowledge it and put funds toward it.
- City of Lewisville needs to increase the threshold for the first-time home buyer program in order to reflect the current market prices.
- List of city preapproved REAL contractors (because tx does not require licensure so we need way to weed out bad guys)
- Start allocating funds to help lower income housing instead of high dollar amount of houses.
- Cost of land or lot, cost of materials (both): free market and economic cycle dependent. The only fix is less difficult credit rating requirements for first time home buyers, which could simply lead to another mortgage crisis, or rental assistance/Section 8 housing.
- Leave where we grew up alone
- I don't know, skipping question
- Unknown
- Relating to cost barriers, lewisville needs more financial assistance in the form of grants or low interest loans for organizations to provide and develop low income housing (rather than spending millions w/o clawback clauses to develop commercial property for unsound business propositions, use money to develop housing for people in need). NIMBY arguments need to be countered by creating community consensus by showing the need for and benefits of low income gousing. This can be in the form of research that shows affordable and/or cooperative housing *builds and fortifies* community, culture, and engagement rather than detriment lifestyle of neighborhoods. Policies that prevent housing like this would be limitations to only single family homes, etc. as well as funding for business rather than housing.
- Start one of the first tiny house developments in Texas.
- Demand has created a shortage of skilled trade labor driving the costs up and limiting availability. Recruit a trade school or school for carpentry/electrician/plumbing etc. to help develop this skilled labor. Give economic development incentives for the school and possibly those companies who hire new graduates from the school. Work with the school district to strengthen existing programs geared toward these careers,and/or help them develop programs.
- Cost of labor,, start something like habitat for humanity. NIMBY hold loow income residents responsible for same housing violations as all other homes in Lewisville if need is seen make assistance available
- Help seniors with disabilities. Some apartment complexes need a ramp near each building
- start building NORMAL, modest, affordable houses instead of over the top expensive ones.
- Demand is raising prices for land, contractors, and so on. It's a problem.
- I'm not sure how to fix this
- It is tough to battle the NIMBY mentality. The best we can do is public education of the statistical need for low income housing and design it as a gated townhome community with on-site security. Maybe instill sense of responsibility standards for occupants by requiring them to participate in

OMB Control No: 2506-0117 (exp. 07/31/2015)

community upkeep, community garden, and programs to develop an understanding of home ownership and responsibilities. Could we investigate the legalities of creating an HOA in which they could be foreclosed for criminal mischief or property crimes?

- Land and constructions costs have increased as property values have increased.

Unnamed: 64_level_1 If you checked "Other," above, what activity are you considering?

- jobs and business are going to Plano and Frisco because the city councils samll town mentality
- Build more new Affordable housing
- Refurbish existing business parks tear down empty ones.
- Need more businesses with jobs for experienced and educated professionals instead of attracting more warehouse and call center jobs. We could have a biotech incubator. Also we aren't using agriculture funding that's available for agritech and other agribusiness. As far as job training and retraining, that's mostly the job of Dept of Labor/Texas Workforce to facilitate the design of those programs in conjunction with businesses. It would be nice if Lewisville would take advantage of certain companies' legal requirements to attract, recruit, and retain disabled workers. So any company with a federal contract has that requirement--like certain hotels, stores, restaurants, and so on. Some companies could build a job training facility or model program -- like Marriott, for example, has a few of these training locations. Good for the city and the people without costing the city anything. It would help to provide a door to vocational support for those with disabilities (including senior citizens), which tends to be a scattered and confusing network.
- focus more support to small business, rather than franchises
- Dfw is growing so quickly, but I feel as if it's growing and improving around us and we are just becoming the cheaper place to live that has the short distance to everything else.
- Higher pay to afford the high cost of housing
- Mixed use zoning to expand business opportunities closer to residential areas.

Unnamed: 76_level_1 If you checked "Other" above, what infrastructure need are you considering?

- more police
- this is already being implemented
- the creek that runs through the city is eroding. The section that runs along Glade Drive is less than 10 feet from the sidewalk and getting closer with every big storm.
- Public transportation
- Walkable mixed-use neighborhoods. Also the mall is failing and will become a giant empty hulk. People have seriously said that 1000 times. The mall needs attention from the city.
- Main Street and 121 b, where they cross 35e, both need to be addressed. They are dirty, lots of hobos and get over crowded quickly.
- MORE CHOICE OF WHAT CAN BE RECYCLED AND PROGRAMS to remind people of its importance

- The flooding off of Holfords Prairie Rd on oak tree Lane needs to be addressed. The flooding is getting worse and worse with all the new construction in that area.
- Street lights are much need in most neighborhoods
- Lewisville Dam in need of repair
- We are off to a great start with the 2025 Initiative!
- Complete streets that make room for pedestrians, cyclists, buses, and cars.
- Main St. overpass !

Unnamed: 85_level_1 Are there any other community and public facility needs that need to be considered? Please describe below.

- these are in place,now make them affordable across the board,not for a select few
- Indoor pool at Senior Center, improvement to busing/transportation system within the city
- We need facilities where people can get to them, in or near their neighborhood, especially in lower income neighborhoods and especially for older kids who are spending some or all of their day alone in the summer. There's nothing planned for kids over 12 in Lewisville in summer.
- Mental Health Facilities
- Lake Park has handicap parking but no hard surface to roll wheelchair to a picnic table
- Old Town needs a good, small, neighborhood grocery store (not as big as the WalMart neighborhood stores, more like a Mini Mart but no fuel and mostly grocery). Individually owned would be best, ie- not a chain
- Library and rec sports programming for children with autism, sensory issues
- Community facility would be beneficial near corner of Fox and Edmonds
- Animal Center
- Grocery store in Old Town

Unnamed: 102_level_1 If you selected "Other" above, what human and public service needs are you considering?

- again implemented,look at Flower Mound and Coppell
- Nutritional instructional services
- Maybe churches need some training on how to develop faith-based initiatives where they can meet some of the human service needs. I'm thinking of secular programs run by religious organizations, using public funds. I'm thinking of this because we need services near where people live and churches are close by. Also we have so many churches and few are being used at their full capacity, and they usually have part of their building that's not for worship.
- Homeless and domestic violence services
- Expansion of domestic violence & sexual assault services
- Domestic violence and sexual assault
- domestic violence victim services

- There needs to be more help for people to improve themselves. To teach home ownership, house to dispose of garbage properly, by laws on house upkeep and pets. I am tired of seeing dead dogs on the road because people think it's okay to let their dog in the front yard to pee.
- More Farmers Markets and Food Pantries. Also, more mental illness counseling help
- Low income daycare needs to be attainable and expand bus stop to valley and garden ridge area

Unnamed: 111_level_1 If you selected "Other" above, what other type of housing activity are you considering?

- really?
- Senior homeowner development/community with small homes.
- We need to use Rapid Rehousing funds to PREVENT homelessness. 90% of efforts toward homelessness should be prevention. I ranked some of the above as low because some housing needs are being met.
- We need more senior apartments that are regular apartments with rental caps. Some seniors don't need assisted or long-term care, just affordable housing in quiet neighborhoods.
- Homeless shelter
- There needs to be housing for rehoming, but spread out within the community, that way they get a sense of moving on and not stuck. Plus it helps to reduce the risk of them going backwards and lowering the cost of other houses around them. It will also help the school's out so they are overwhelmed with those children they need to help.
- homeless not just for women and children. safe place for men as well. and include THEIR PETS!!!
- Affordable rental homes, Asistance to Buy homes with credit isses
- Affordable Senior Housing

Unnamed: 124_level_1 If you selected "Other" above, what groups are you considering?

- Children and families of incarcerated people and ex-offenders have a huge burden. As far as I know there's no agency assisting ex-offenders to find work unless they're veterans. So these are people who often have nothing, can't find work, can't get public assistance. Their families support them, or they become homeless, or are jailed again. Best thing would be to get them working and help with transportation. That would a positive impact on their families too.

If you were in charge of distributing funds in the City how would you allocate your resources among the areas below? Please express your answer in percentage terms. For example, 20 is equal to 20 percent. The sum should equal 100. Open-Ended Response

- I am listing street repair, side walk repair and homeowner improvement assistance under "Other infrastructures."

- Special needs Support
- Public Transportation/Busing
- See below.
- Adult Education
- Public Transportation/Infrastructure
- Parks and recreation
- more police for residential patrols.
- The creek on Holfords Prairie Rd and oak tree ln needs to be dug out and proper drainage needs to be put in the eliminate flooding in the area
- I am not sure enough to answer this
- Education on low income/cooperative housing
- Old Town Infrastructure
- Arts

Please share any comments you have about housing and community development needs or barriers: Open-Ended Response

- no more apartment more new upscale housing
- affordable for retired,not a 400,000 dollar home or a 3,000.00 a month or more rental
- Need better education of responsible animal ownership, (not allowed to walk dogs off leash) and street improvements.
- We have a lot of low income housing, subsidised housing, ect. Doesn't half our population live in them? Many per households in some areas. this is not good for the city. We chould reach out to higher income folks by cleaning up neighborhoods.
- Taxation of property continues to soar, forcing homeowners to fight it out with DCAD every year, while real values remain stagnant with no infrastructure improvements
- Neighborhoods need more lighting especially with more cars being broken into. More money needs to be spent on cleaning up the businesses on business 121 so better businesses will rent/buy and consumers will come.
- permits and code enforcement of petty ordinances need to be less so a person can at least feel that they are living in a "freedom loving country" instead over burdened over taxed nanny state
- Development of smaller homes in nice a nice development. Many seniors are entirely capable of caring for themselves but don't need 3 or 4 bedrooms and three car garages, huge grand room or dining room. They need a smaller single level home with the ability to have their pet, space to grow a small garden, nice sidewalks and street lighting...A community of 55+ adult homeowners. Again, see what Spur Texas has done. With so many seniors, there's a serious need for these communities. Form a committee to check into Builders who would consider such a development in our city and research locations where this would be feasible.
- I love driving around where City Hall is located and trying the new restaurants and the seeing homes being 'updated' to look like they did 50 years ago. I am not as knowledgeable about housing and

OMB Control No: 2506-0117 (exp. 07/31/2015)

water as I once was. I am within a few months of 65 so I am now learning more about the Senior Center activities and topics for our 'old' rowdy crowd now.

- Areas with large economically challenged populations that but up to areas not so challenged, make the schools in that area score poorly. I.E. Lakeland Elementary 86% poverty, but the actual houses, not apartments have households not in poverty. Spreading out the apartment populations may help. Also redrawing the middle school line, since Delay has been rebuilt.
- Lewisville has a lot of homeless and low income people scattered through the city who need direct housing. Too many kids who attend the schools in the district live in Budget Suites. The need for better jobs and decent housing situations needs to improve.
- I would invest in an entry point/anchor for data, communication, coordination, grantwriting, development, and community outreach. I would leave ZERO of our city's functions to Denton to figure out. We need an anchor for services and funding to maximize the money that's available, to get services to individuals established quickly, to keep the money flowing year-round to prevent the agency shortfalls that happen in January and August, to reduce the redundancy and duplication of services, to fill in the service gaps, and to raise more money. We can't leave it to the United Way completely. We need our own agency similar to Denton Affordable.
- My son is homeless with a mental illness and the closest shelter is in Denton.
- Transitional housing is extremely important. Shelter for victims of domestic violence is also a huge need.
- limited undeveloped land area
- There is a desperate need for emergency shelter and transitional housing for those affected by domestic violence.
- Please consider our large percentage of rental properties as per the census data. Many rentals appear to be unregulated, and we would like to see more homeownership without too much government intervention. Homeownership programs for teachers, police officers, and other public servants should be encouraged through some programming. More marketing of the library, whose services shouldn't be encroached upon by the new multicultural center. The mall needs to be redeveloped - it is a shadow of its former self. Consider more community policing and fewer speed traps. It seems Lewisville may never catch up to its neighbors in the area of retail and healthcare. Flower Mound has much younger, in touch, doctors and health providers. Glad to see "old" downtown being renewed. Maybe Mill Street can get some attention soon; those business look like a mess.
- need for more affordable rental housing
- There is a tremendous need for affordable housing, including transitional housing for women and children leaving domestic violence; shelter for homeless individuals; affordable rentals; and rental assistance programs. In addition, affordable housing such as group homes for individuals with developmental delays/disabilities are greatly needed. DV shelter is needed south of the lake for the southern part of the county. It is frequently difficult for those members to access DV services in Denton or Corinth.
- Providing roofs and beds for those in need will solve most of your community issues and problems. A family that has a place to call home and shelter their family/children is a more "healthy" family.

OMB Control No: 2506-0117 (exp. 07/31/2015)

The children will be in school and succeeding and the family will be able to seek employment or better educational opportunities.

- My concern is that low income families are not able to afford living in their current rental housing because of rent increases. The families find themselves becoming homeless, doubling up, or having to move which then causes children to live in a transient environment which will impact their education.
- There's not enough opportunity for single household middle income families or for seniors
- Home prices are rising beyond the ability of most residents to buy a home.
- Not all have monetary means to afford cost of rentals and housing. We need to have decent offerings for those on limited incomes.
- We need help for those who fall in the cracks making too much for help but not enough to pay 20% down.
- There is already too much low income housing. We need more single family homes and not more apartment buildings. There needs to be more lows for apartment buildings to keep them up and laws about the long term stay hotels.
- More affordable places to live for long term residents
- Mostly everyone worldwide want the best for their families a great job a nice affordable home and necessities for their loved ones
- Affordable housing is on a steep decline as housing costs rise and will be eliminated in Lewisville without changes to city programs. The homeless population in Lewisville continues to be underserved as the nearest shelter is in Denton. In addition, Lewisville needs an adult health clinic to serve those who cannot afford medical care and would otherwise go to the ER.
- when did "new affordable housing" mean $150-200k to start? what happened to $70-120k?? lived here my whole life 27 years we my husband and i (not lazy or minimum wage hourly jobs) cant not buy a house in our hometown. we have to move OUT OF STATE this summer to afford a home with space! makes me very sad.
- Affordable for sale housing needed
- Leave Holfords Prairie alone. we grew up there and we want our kids to grow up there too
- House rehabilitation programs. Especially the older Neighborhoods. Additional standards for paint colors on houses.
- Member owned/operated cooperative housing (where costs are shared along with labor and other needs) needs to be thoroughly researched. Organizations like NASCO (north American students of cooperative), CHEA (Community housing expansion of Austin), ICC Austin (Inter-cooperative Council of Austin), and College Houses are good models and resources for things like this. Cooperative businesses (like REI) should also be supported and researched to provide more worker/member owned businesses that provide fair prices, wages, and benefits for citizens of lewisville.
- Lewisville needs to put in more programs to revitalize aging neighborhoods, something that will attract new buyers and younger families to move in.
- Affordable housing: to own, to rent, apt
- Low income housing and apartments need updated
- We don't need any more section 8 housing.

- I believe Lewisville overall is becomin more attractive to business and growth. I also believe it's important to continue to make efforts to not forget about the older sides of town. I would rather see old homes and building upgraded than continuing to build new and forgetting about the old. After touring the water treatment plant, I was impressed! On an unrelated note, I hope we can do what is best for the long-term success and longevity of LISD! Thank you for using surveys as a way for us to use our voice! It also educates us to consider thing we may not normally think about (homelessness, persons with disabilities, etc)
- There is a desperate need for affordable rental housing/apartments.

What are ways the City can better address housing and community development challenges? Open-Ended Response

- this city is not a 8 to 5 town anymore you need more and better code enforcement to deal with rental housing and apartments
- talk to the people,not decide yourself,hold open forums,please,you will get a lot more insight if you get out of your office
- Cleaning up the city in many ways. Perhaps attracting people who are not needy and increase revenue instead of spend it.
- Any new housing or apartment developments should serve a larger section of the population. If you are building new homes, there should be a few one story small homes as well as mid price to high price homes.
- Limit amount of "budget suite" type hotels in areas so they are not over-run with them and the type of people they bring to the neighborhoods.
- ease the permits / laws and allow people live, we have plenty of laws on the books we do not need more, from state to local gov't to HOAs enough with telling people how to live...!
- This research is a good start. ????
- Those that need help with housing should be required to do community service or help with the construction of remodeling old facilities or the building of new ones. There needs to be a way for them to have ownership in their home, not just a handout.
- I like what I see mostly, around Lewisville. I don't like some of the newer businesses like Condom Sense but that is my upbringing. I don't like most of the commercials on tv - again, upbringing. The neighborhoods that we frequent are in wonderful condition and the streets in our great city are in good condition too - as far as I can tell. Some of the streets in IRVING will knock the curl out of your hair - they are so bumpy and potholes abound.
- Complete lender training. Conduct a lender audit. Increase average pay wage of citizens.
- Low cost housing options for seniors
- There has been so much emphasis on economic development within the region that the affordable housing base cannot keep up.
- Market programs; build partnerships for housing programs
- We really need people with solid expertise in community development management.
- Convert empty stores into temporary shelters.

OMB Control No: 2506-0117 (exp. 07/31/2015)

- More transitional housing for homeless and more emergency financial assistance to prevent homelessness are needed.
- Does city code enforcement actively police the city or do code officers only rely on reporting through the web services? Active enforcement would be appreciated. Are you seeking information on affordable housing or government-subsidized housing? We are all for affordable housing, but do we have to do so through government programs such as section 8? What can be done to bring truly affordable homes to those of median incomes? Are our building codes outrageous in requiring minimum square footage? Many first-time home buyers would be thrilled to purchase a home smaller than 1600-square-feet. Are we preventing this through building codes that eliminate small-footprint houses? Building small can be innovative, and perhaps we could take the lead on this.
- attract corporate businesses to the area
- Provide financial support and community education; develop rental assistance programs; build affordable housing and partner with agencies such as DCFOF to provide transitional housing and increased shelter for victims of DV.
- By using federal funds as they were intended - addressing housing issues, not roads and streets, parks, etc.
- Develop a mixing income housing and provide support/regulations that are in favor of low income families to maintain a consistent costs without annual rental hikes.
- Utilize and co-fund nonprofit entities to increase community engagement and to help leverage business sector as well as other public funding opportunities.
- Develop some new affordable housing
- This survey should be helpful to find out the needs of the community.
- Having help for the lower middle class
- Educate the people, stop allowing more of the same things like apartments, which drive down the rest of the housing. Work with the people, more grants for housing improvements. Help the elderly with fixing up their homes, help with education for people who aren't used to standards. By law needs to be stepping up their game.
- More affordable places to live for long term residents
- Make it more affordable, realistically how can a person live off of minimum wage paying rent, food, clothing making 15,000 a year?
- Raise the funding threshold to the first-time home buyer program. Better enforce building codes at rental properties.
- if state will not regulate who can do "contractor" work then city should regulate better who can do such work inside its borders. contractor/paint/windows/roofing/building. before starting all contracts, permits and plans should be reviewed by city. not so much to enforce permits but so city has record of who was given job (ex: contractor) and so if they "run out on job" maybe a penalty. something to protect citizens from scammers. BETTER job seeing who put in permits and never came back for inspection. we have had landlord get permit and do work then stop. job is NOT finished and walls are bare and exposed. why should we call inspector when they have record and know job was happening. be diligent about coming out frequently and checking progress. follow

OMB Control No: 2506-0117 (exp. 07/31/2015)

through by city. would like it if we were less forgiving on parking violations like wrong way parking on residential streets. or vehicles in driveways not being used. everyone gets a "warning" nobody cares. its trashy and no other areas are so lazy

- Allocate funds appropriate. Keep public schools in districts instead of tearing down and not rebuilding. (Ie: Hedrick Elementary)
- Enhance first time homebuyers programs
- Continue to engage the community so that people understand opportunities already available, tools they can use to create solutions, and work together hand in hand to improve our city.
- Address the potholes on the side streets and level the drains so that standing water does not accumulate!
- See above.
- Make more affordable.. rents are to high for small spaces
- I think a grassroots, man-on-the ground initiative where city representatives actually get out into streets of neighborhoods to educate and promote intiatives would go along way.
- More affordable housing for all people
- Attract businesses to provide higher paying jobs
- This is not my area of expertise, but when I don't know the answers, I look to around. I imagine the city does the same, see what other commumotors are doing, what's working, what's not.
- I wish there was a limit on the number of adults living in one house. There are probably at least 20 people living in the house right next door to my house. The vehicles clog our street and they even park in their backyard. A new family fresh from Mexico moves in every few months. The city needs to enforce immigration laws.

Housing and Community Development Survey Comments

In which city do you currently reside: Other (please specify)

- Denton
- McKinney but work in Lewisville
- Corinth
- Lake Dallas
- Corinth/Denton
- Corinth
- Highland Village
- Denton
- Dallas
- Providence Village
- denton
- Denton
- Denton
- Denton
- The Colony
- Justin
- Denton
- Denton
- Denton
- Denton
- Sanger, Texas
- Denton
- Denton
- Corinth
- Argyle
- Carrollton
- Coppell
- Dallas for past year. From Lewisville, hoping to return soon.

Unnamed: 28_level_1 If you selected "Other" above, what other type of housing activity are you considering?

- Need to spread out low income and immigrant housing.

OMB Control No: 2506-0117 (exp. 07/31/2015)

- Transitional housing
- New construction of subsidized housing or rehab of existing houses by Denton Affordable Housing, not the kind of "affordable" housing that's income-limited apt complexes. We should probably form an agency of our own to handle the other HUD sections that Denton Housing Authority doesn't handle, and we shouldn't wait for Denton Affordable to discover Lewisville exists and build houses here. We need more Section 8 vouchers too. Also, need to make a law against Rent to Own sharks that take down payments then evict. There's no reliable data regarding homelessness in Lewisville. Denton counts Denton's homeless but doesn't count in Lewisville except at 2 locations when they do the homeless count. Denton County has never counted the whole county's homeless, never kept accurate data, and doesn't effectively share data with other agencies such as CCA or Metrocrest. Last year Denton County's largest social services agencies lost their biggest grant because the people at agencies in Denton are completely focused on the City of Denton only. What we need, to start with, is a social services entry point like Plano has. Then we can determine the actual needs, avoid redundancy, and access the resources that people are barely aware of. We can't let Denton keep trying to reinvent the wheel when we could instead do what works.
- Transitional Housing, Rapid ReHousing Fudning, Emergency Shelters, especially for the high population of women, men, and children experiencing domestic violence.
- Transitional housing
- Shelter for victims of domestic violence/sexual assault
- Transitional housing
- Shelter, Transitional Housing
- Shelter and transitional housing
- transitional housing
- Assistance for Housing Repairs
- Construction of new housing for sale in the $160k-$225k range
- Circle of tiny homes, 300-800 sq , surrounding a community garden/playground for single homeless men, battered wife & baby, homeless teen trying to finish school, etc. Provides privacy, security & socialization/community
- Master planned development with own schools, retail, and restaurants. Similar to Castle Hills but with a smaller foot print and more craftsman style homes/townhomes.
- A lot of my 'low-need' answers depend on provision of 'high-need' items being addressed. Surely that is taken into account in deciding what to do and how to fix some of these issues that upset residents so. The Haves have to stop marginalizing the ones who don't make 50-100K/year. Do this right, less Fed needed.
- There is already enough low income rental properties and housing. There is so much in condensed areas that it actually makes me feel unsafe. One of the only 24hour pharmacies is right by a scary area and Lewisville and Presby Flower Mound send patients there and it gives Lewisville horrible representation. Something needs to change along 121 business around corporate. Plus the neighborhood behind Lewisville highschool. Some houses are falling apart and there are way too many rental properties already existing.
- Affordable apartments

OMB Control No: 2506-0117 (exp. 07/31/2015)

- Refugee housing
- Habitat for humanity or affordable housing for young disabled adults with children
- Cooperative housing for people in need of affordable housing (see CHEA in Austin)
- Lower rents

Do any of the following items act as barriers to the development or preservation of affordable housing in Lewisville? Open-Ended Response

- Incentivize builders, contractors and investors to develop create ways to increase the affordable housing in Lewisville. Change the idea of what affordable housing means to increase citizen support. Increase outreach to those who are disadvantage to get there direct feedback on their barriers.
- Consider a property tax credit for market level property owners within a mixed use zone.
- The city could purchase lots near downtown or other parts of the city to create affordable homes. Maybe even partner with homebuilders who build homes in the city and provide a credit to them if they build a few homes for low income homebuyers.
- We need our own Affordable Housing agency to access HUD funding (other than Section 8). We need better zoning to require some smaller, more affordable houses get built. We need a zoning plan, not just a vision or a dream. We need to communicate with our neighbors in FloMo, Trophy Club, Argyle, Coppell, etc. to let them know we don't want all the affordable housing, homeless services, long-term hotels, thrift stores, and agencies to be our problem only.
- Preserve natural parks negates expanding structures, however there are existing structures could be transformed into homeless shelters. Effective management is essential.
- Affordable housing
- NIMBY Mentality--this will likely require a great deal of community education on the positive results of increasing affordable housing. Lack of affordable housing development policies and lack of collaboration--the city would do well to look at a growth plan in providing help to residents experiencing homelessness, at-risk-of-homelessness, fleeing DV or SA, etc. Considerations should be made for potential emergency shelters and transitional housing programs as well as increased rental assistance and rapid rehousing. The city could collaborate with local non-profits to create a strong coordinated entry effort to better assist residents in need of combating homelessness and finding affordable housing. Often non-profits are willing to step up to do the legwork, but need the support of the city behind them.
- More housing opportunities that have less restrictions and cheaper.
- Victims of domestic violence need transitional housing options so that they can build up resources to survive on their own
- Concerns that shelters or transitional housing will lower property values or bring in "undesirable" residents - show information and statistics to educate neighborhoods on the benefits of these programs.
- NIMBY mentality - REALLY? Well maybe if we saw a low rent project in the MAYOR's neighborhood - I'd feel better.

- Many people have a negative view of affordable housing and other housing options such as shelter and transitional housing. They think that such options will attract lower income people to the town. However, people from all backgrounds can experience situations which would require them to need these options, such as layoffs or domestic violence.
- Leadership needs to accept the statistics and reports of the need in the community and allow developers to come to the city to develop affordable housing. Allow partnerships that will provide the need, and get out of the way. Affordable housing is not "public housing". this is housing for working people living in your community now.
- Change the zoning. Unsure how to change the "NIMBY" mindset other than trying to convey empathy.
- Clear expectations and codes enforcement for current low income housing to address the lack of affordable housing development policies. Mixed income housing to address the "Not in my back yard" mentality.
- create opportunities for re-development of older existing neighborhoods in order to rebuild new homes for middle-income residents, and or seniors.
- If city condemns a house, let coalition of CCA, Habitat, etc put up affordable housing
- Need better roads and more specific walking and bike paths to/through downtown area and to train stations.
- Most of the barriers can be overcome by creative planning and thoughtful oversight. While the city can not dictate to landowners. They can encourage the kind of development that will foster growth of stronger communities. The city should look for partners to build uniquely styled villages with at least 2bdrm/2bath garden homes/townhomes. The villages could be targeted towards new families and seniors. They could include adult day care/childcare facilities, a gym, community pools and retail options. Existing apartment complexes and extended stay motels could be offered incentives to redevelop their facilities to match this model. Existing homeowners would less resistant to a planned development that fits into an existing footprint and in some cases might revitalize previously blighted areas.
- Please begin building upward more often, and quit with the castles for regular people. Start selling more multi-family units rather than renting, and make renting affordable so people have hope to buy; it makes no sense to pay more renting while being forced to rent and not buy . . . especially in our new economy. Don't allow social issues to marginalize committed residents, whether they rent or own space here.
- Provide financial assistance or links to it
- Affordable senior housing - not rents at senior living facilities at $3000 + a month. Simple facilities that seniors on limited income can afford to pay as rent monthly. Under $800. per month. A lot of our current seniors help to build Lewisville and supported it with tax dollars.
- Having help for those of us who are single with one child. Who have to work two jobs because we fall in the crack of making too much and not enough.
- Allow golf cart access in park areas
- There needs to be more restrictions on rental properties, they are lowering the cost of property values.

- Cost of labor, Let people help build there own home
- NIMBY is a matter of education. Lewisville is nearly built-out so land is at a premium. Unfortunately construction costs are out of our control except for possibly providing grants.
- lower prices for long term residents
- The homeless problem exists. Acknowledge it and put funds toward it.
- City of Lewisville needs to increase the threshold for the first-time home buyer program in order to reflect the current market prices.
- List of city preapproved REAL contractors (because tx does not require licensure so we need way to weed out bad guys)
- Start allocating funds to help lower income housing instead of high dollar amount of houses.
- Cost of land or lot, cost of materials (both): free market and economic cycle dependent. The only fix is less difficult credit rating requirements for first time home buyers, which could simply lead to another mortgage crisis, or rental assistance/Section 8 housing.
- Leave where we grew up alone
- I don't know, skipping question
- Unknown
- Relating to cost barriers, lewisville needs more financial assistance in the form of grants or low interest loans for organizations to provide and develop low income housing (rather than spending millions w/o clawback clauses to develop commercial property for unsound business propositions, use money to develop housing for people in need). NIMBY arguments need to be countered by creating community consensus by showing the need for and benefits of low income gousing. This can be in the form of research that shows affordable and/or cooperative housing *builds and fortifies* community, culture, and engagement rather than detriment lifestyle of neighborhoods. Policies that prevent housing like this would be limitations to only single family homes, etc. as well as funding for business rather than housing.
- Start one of the first tiny house developments in Texas.
- Demand has created a shortage of skilled trade labor driving the costs up and limiting availability. Recruit a trade school or school for carpentry/electrician/plumbing etc. to help develop this skilled labor. Give economic development incentives for the school and possibly those companies who hire new graduates from the school. Work with the school district to strengthen existing programs geared toward these careers,and/or help them develop programs.
- Cost of labor,, start something like habitat for humanity. NIMBY hold loow income residents responsible for same housing violations as all other homes in Lewisville if need is seen make assistance available
- Help seniors with disabilities. Some apartment complexes need a ramp near each building
- start building NORMAL, modest, affordable houses instead of over the top expensive ones.
- Demand is raising prices for land, contractors, and so on. It's a problem.
- I'm not sure how to fix this
- It is tough to battle the NIMBY mentality. The best we can do is public education of the statistical need for low income housing and design it as a gated townhome community with on-site security. Maybe instill sense of responsibility standards for occupants by requiring them to participate in

OMB Control No: 2506-0117 (exp. 07/31/2015)

community upkeep, community garden, and programs to develop an understanding of home ownership and responsibilities. Could we investigate the legalities of creating an HOA in which they could be foreclosed for criminal mischief or property crimes?
- Land and constructions costs have increased as property values have increased.

Unnamed: 64_level_1 If you checked "Other," above, what activity are you considering?

- Refurbish existing business parks tear down empty ones.
- Need more businesses with jobs for experienced and educated professionals instead of attracting more warehouse and call center jobs. We could have a biotech incubator. Also we aren't using agriculture funding that's available for agritech and other agribusiness. As far as job training and retraining, that's mostly the job of Dept of Labor/Texas Workforce to facilitate the design of those programs in conjunction with businesses. It would be nice if Lewisville would take advantage of certain companies' legal requirements to attract, recruit, and retain disabled workers. So any company with a federal contract has that requirement--like certain hotels, stores, restaurants, and so on. Some companies could build a job training facility or model program -- like Marriott, for example, has a few of these training locations. Good for the city and the people without costing the city anything. It would help to provide a door to vocational support for those with disabilities (including senior citizens), which tends to be a scattered and confusing network.
- focus more support to small business, rather than franchises
- Dfw is growing so quickly, but I feel as if it's growing and improving around us and we are just becoming the cheaper place to live that has the short distance to everything else.
- Higher pay to afford the high cost of housing
- Mixed use zoning to expand business opportunities closer to residential areas.

Unnamed: 76_level_1 If you checked "Other" above, what infrastructure need are you considering?

- Public transportation
- Walkable mixed-use neighborhoods. Also the mall is failing and will become a giant empty hulk. People have seriously said that 1000 times. The mall needs attention from the city.
- Main Street and 121 b, where they cross 35e, both need to be addressed. They are dirty, lots of hobos and get over crowded quickly.
- MORE CHOICE OF WHAT CAN BE RECYCLED AND PROGRAMS to remind people of its importance
- The flooding off of Holfords Prairie Rd on oak tree Lane needs to be addressed. The flooding is getting worse and worse with all the new construction in that area.
- Street lights are much need in most neighborhoods
- Lewisville Dam in need of repair
- We are off to a great start with the 2025 Initiative!
- Complete streets that make room for pedestrians, cyclists, buses, and cars.

OMB Control No: 2506-0117 (exp. 07/31/2015)

- Main St. overpass !

Unnamed: 85_level_1 Are there any other community and public facility needs that need to be considered? Please describe below.

- We need facilities where people can get to them, in or near their neighborhood, especially in lower income neighborhoods and especially for older kids who are spending some or all of their day alone in the summer. There's nothing planned for kids over 12 in Lewisville in summer.
- Mental Health Facilities
- Lake Park has handicap parking but no hard surface to roll wheelchair to a picnic table
- Old Town needs a good, small, neighborhood grocery store (not as big as the WalMart neighborhood stores, more like a Mini Mart but no fuel and mostly grocery). Individually owned would be best, ie- not a chain
- Library and rec sports programming for children with autism, sensory issues
- Community facility would be beneficial near corner of Fox and Edmonds
- Animal Center
- Grocery store in Old Town

Unnamed: 102_level_1 If you selected "Other" above, what human and public service needs are you considering?

- Maybe churches need some training on how to develop faith-based initiatives where they can meet some of the human service needs. I'm thinking of secular programs run by religious organizations, using public funds. I'm thinking of this because we need services near where people live and churches are close by. Also we have so many churches and few are being used at their full capacity, and they usually have part of their building that's not for worship.
- Homeless and domestic violence services
- Expansion of domestic violence & sexual assault services
- Domestic violence and sexual assault
- domestic violence victim services
- There needs to be more help for people to improve themselves. To teach home ownership, house to dispose of garbage properly, by laws on house upkeep and pets. I am tired of seeing dead dogs on the road because people think it's okay to let their dog in the front yard to pee.
- More Farmers Markets and Food Pantries. Also, more mental illness counseling help
- Low income daycare needs to be attainable and expand bus stop to valley and garden ridge area

Unnamed: 111_level_1 If you selected "Other" above, what other type of housing activity are you considering?

- We need to use Rapid Rehousing funds to PREVENT homelessness. 90% of efforts toward homelessness should be prevention. I ranked some of the above as low because some housing needs are being met.
- We need more senior apartments that are regular apartments with rental caps. Some seniors don't need assisted or long-term care, just affordable housing in quiet neighborhoods.
- Homeless shelter
- There needs to be housing for rehoming, but spread out within the community, that way they get a sense of moving on and not stuck. Plus it helps to reduce the risk of them going backwards and lowering the cost of other houses around them. It will also help the school's out so they are overwhelmed with those children they need to help.
- homeless not just for women and children. safe place for men as well. and include THEIR PETS!!!
- Affordable rental homes, Asistance to Buy homes with credit isses
- Affordable Senior Housing

Unnamed: 124_level_1 If you selected "Other" above, what groups are you considering?

- Children and families of incarcerated people and ex-offenders have a huge burden. As far as I know there's no agency assisting ex-offenders to find work unless they're veterans. So these are people who often have nothing, can't find work, can't get public assistance. Their families support them, or they become homeless, or are jailed again. Best thing would be to get them working and help with transportation. That would a positive impact on their families too.

If you were in charge of distributing funds in the City how would you allocate your resources among the areas below? Please express your answer in percentage terms. For example, 20 is equal to 20 percent. The sum should equal 100. Open-Ended Response

- See below.
- Adult Education
- Public Transportation/Infrastructure
- Parks and recreation
- more police for residential patrols.
- The creek on Holfords Prairie Rd and oak tree ln needs to be dug out and proper drainage needs to be put in the eliminate flooding in the area
- I am not sure enough to answer this
- Education on low income/cooperative housing
- Old Town Infrastructure

- Arts

Please share any comments you have about housing and community development needs or barriers: Open-Ended Response

- Areas with large economically challenged populations that but up to areas not so challenged, make the schools in that area score poorly. I.E. Lakeland Elementary 86% poverty, but the actual houses, not apartments have households not in poverty. Spreading out the apartment populations may help. Also redrawing the middle school line, since Delay has been rebuilt.
- Lewisville has a lot of homeless and low income people scattered through the city who need direct housing. Too many kids who attend the schools in the district live in Budget Suites. The need for better jobs and decent housing situations needs to improve.
- I would invest in an entry point/anchor for data, communication, coordination, grantwriting, development, and community outreach. I would leave ZERO of our city's functions to Denton to figure out. We need an anchor for services and funding to maximize the money that's available, to get services to individuals established quickly, to keep the money flowing year-round to prevent the agency shortfalls that happen in January and August, to reduce the redundancy and duplication of services, to fill in the service gaps, and to raise more money. We can't leave it to the United Way completely. We need our own agency similar to Denton Affordable.
- My son is homeless with a mental illness and the closest shelter is in Denton.
- Transitional housing is extremely important. Shelter for victims of domestic violence is also a huge need.
- limited undeveloped land area
- There is a desperate need for emergency shelter and transitional housing for those affected by domestic violence.
- Please consider our large percentage of rental properties as per the census data. Many rentals appear to be unregulated, and we would like to see more homeownership without too much government intervention. Homeownership programs for teachers, police officers, and other public servants should be encouraged through some programming. More marketing of the library, whose services shouldn't be encroached upon by the new multicultural center. The mall needs to be redeveloped - it is a shadow of its former self. Consider more community policing and fewer speed traps. It seems Lewisville may never catch up to its neighbors in the area of retail and healthcare. Flower Mound has much younger, in touch, doctors and health providers. Glad to see "old" downtown being renewed. Maybe Mill Street can get some attention soon; those business look like a mess.
- need for more affordable rental housing
- There is a tremendous need for affordable housing, including transitional housing for women and children leaving domestic violence; shelter for homeless individuals; affordable rentals; and rental assistance programs. In addition, affordable housing such as group homes for individuals with developmental delays/disabilities are greatly needed. DV shelter is needed south of the lake for the

OMB Control No: 2506-0117 (exp. 07/31/2015)

southern part of the county. It is frequently difficult for those members to access DV services in Denton or Corinth.

- Providing roofs and beds for those in need will solve most of your community issues and problems. A family that has a place to call home and shelter their family/children is a more "healthy" family. The children will be in school and succeeding and the family will be able to seek employment or better educational opportunities.
- My concern is that low income families are not able to afford living in their current rental housing because of rent increases. The families find themselves becoming homeless, doubling up, or having to move which then causes children to live in a transient environment which will impact their education.
- There's not enough opportunity for single household middle income families or for seniors
- Home prices are rising beyond the ability of most residents to buy a home.
- Not all have monetary means to afford cost of rentals and housing. We need to have decent offerings for those on limited incomes.
- We need help for those who fall in the cracks making too much for help but not enough to pay 20% down.
- There is already too much low income housing. We need more single family homes and not more apartment buildings. There needs to be more lows for apartment buildings to keep them up and laws about the long term stay hotels.
- More affordable places to live for long term residents
- Mostly everyone worldwide want the best for their families a great job a nice affordable home and necessities for their loved ones
- Affordable housing is on a steep decline as housing costs rise and will be eliminated in Lewisville without changes to city programs. The homeless population in Lewisville continues to be underserved as the nearest shelter is in Denton. In addition, Lewisville needs an adult health clinic to serve those who cannot afford medical care and would otherwise go to the ER.
- when did "new affordable housing" mean $150-200k to start? what happened to $70-120k?? lived here my whole life 27 years we my husband and i (not lazy or minimum wage hourly jobs) cant not buy a house in our hometown. we have to move OUT OF STATE this summer to afford a home with space! makes me very sad.
- Affordable for sale housing needed
- Leave Holfords Prairie alone. we grew up there and we want our kids to grow up there too
- House rehabilitation programs. Especially the older Neighborhoods. Additional standards for paint colors on houses.
- Member owned/operated cooperative housing (where costs are shared along with labor and other needs) needs to be thoroughly researched. Organizations like NASCO (north American students of cooperative), CHEA (Community housing expansion of Austin), ICC Austin (Inter-cooperative Council of Austin), and College Houses are good models and resources for things like this. Cooperative businesses (like REI) should also be supported and researched to provide more worker/member owned businesses that provide fair prices, wages, and benefits for citizens of lewisville.

- Lewisville needs to put in more programs to revitalize aging neighborhoods, something that will attract new buyers and younger families to move in.
- Affordable housing: to own, to rent, apt
- Low income housing and apartments need updated
- We don't need any more section 8 housing.
- I believe Lewisville overall is becomin more attractive to business and growth. I also believe it's important to continue to make efforts to not forget about the older sides of town. I would rather see old homes and building upgraded than continuing to build new and forgetting about the old. After touring the water treatment plant, I was impressed! On an unrelated note, I hope we can do what is best for the long-term success and longevity of LISD! Thank you for using surveys as a way for us to use our voice! It also educates us to consider thing we may not normally think about (homelessness, persons with disabilities, etc)
- There is a desperate need for affordable rental housing/apartments.

What are ways the City can better address housing and community development challenges? Open-Ended Response

- Complete lender training. Conduct a lender audit. Increase average pay wage of citizens.
- Low cost housing options for seniors
- There has been so much emphasis on economic development within the region that the affordable housing base cannot keep up.
- Market programs; build partnerships for housing programs
- We really need people with solid expertise in community development management.
- Convert empty stores into temporary shelters.
- More transitional housing for homeless and more emergency financial assistance to prevent homelessness are needed.
- Does city code enforcement actively police the city or do code officers only rely on reporting through the web services? Active enforcement would be appreciated. Are you seeking information on affordable housing or government-subsidized housing? We are all for affordable housing, but do we have to do so through government programs such as section 8? What can be done to bring truly affordable homes to those of median incomes? Are our building codes outrageous in requiring minimum square footage? Many first-time home buyers would be thrilled to purchase a home smaller than 1600-square-feet. Are we preventing this through building codes that eliminate small-footprint houses? Building small can be innovative, and perhaps we could take the lead on this.
- attract corporate businesses to the area
- Provide financial support and community education; develop rental assistance programs; build affordable housing and partner with agencies such as DCFOF to provide transitional housing and increased shelter for victims of DV.
- By using federal funds as they were intended - addressing housing issues, not roads and streets, parks, etc.

OMB Control No: 2506-0117 (exp. 07/31/2015)

- Develop a mixing income housing and provide support/regulations that are in favor of low income families to maintain a consistent costs without annual rental hikes.
- Utilize and co-fund nonprofit entities to increase community engagement and to help leverage business sector as well as other public funding opportunities.
- Develop some new affordable housing
- This survey should be helpful to find out the needs of the community.
- Having help for the lower middle class
- Educate the people, stop allowing more of the same things like apartments, which drive down the rest of the housing. Work with the people, more grants for housing improvements. Help the elderly with fixing up their homes, help with education for people who aren't used to standards. By law needs to be stepping up their game.
- More affordable places to live for long term residents
- Make it more affordable, realistically how can a person live off of minimum wage paying rent, food, clothing making 15,000 a year?
- Raise the funding threshold to the first-time home buyer program. Better enforce building codes at rental properties.
- if state will not regulate who can do "contractor" work then city should regulate better who can do such work inside its borders. contractor/paint/windows/roofing/building. before starting all contracts, permits and plans should be reviewed by city. not so much to enforce permits but so city has record of who was given job (ex: contractor) and so if they "run out on job" maybe a penalty. something to protect citizens from scammers. BETTER job seeing who put in permits and never came back for inspection. we have had landlord get permit and do work then stop. job is NOT finished and walls are bare and exposed. why should we call inspector when they have record and know job was happening. be diligent about coming out frequently and checking progress. follow through by city. would like it if we were less forgiving on parking violations like wrong way parking on residential streets. or vehicles in driveways not being used. everyone gets a "warning" nobody cares. its trashy and no other areas are so lazy
- Allocate funds appropriate. Keep public schools in districts instead of tearing down and not rebuilding. (Ie: Hedrick Elementary)
- Enhance first time homebuyers programs
- Continue to engage the community so that people understand opportunities already available, tools they can use to create solutions, and work together hand in hand to improve our city.
- Address the potholes on the side streets and level the drains so that standing water does not accumulate!
- See above.
- Make more affordable.. rents are to high for small spaces
- I think a grassroots, man-on-the ground initiative where city representatives actually get out into streets of neighborhoods to educate and promote intiatives would go along way.
- More affordable housing for all people
- Attract businesses to provide higher paying jobs

- This is not my area of expertise, but when I don't know the answers, I look to around. I imagine the city does the same, see what other commumotors are doing, what's working, what's not.
- I wish there was a limit on the number of adults living in one house. There are probably at least 20 people living in the house right next door to my house. The vehicles clog our street and they even park in their backyard. A new family fresh from Mexico moves in every few months. The city needs to enforce immigration laws.

Sign-in sheet

Name	Organization
Izell Bennett	Journey To Dream
GAIL ROBISON	"Me"
Terri Dornbach	Youth & Family Counseling
Joe Rogers	SELF
Tina Corbett	Christian Community Action
ERIC PAGÉ	CDBG Member
Josh Roberts	City of Lewisville
Ashleigh Fenyan	City of Lewisville
Deniese Sheppard	CDBG
Janeth D. Paine	CDBG
Courtney Cross	United way of Denton County
Larry Robins	PEDIPLACE
Jessica DeRoche	North Central Texas College
Latasha Sherrod	CDBG
Stephanie Aguilar	Denton Co. Friends of the Family
Melva Franklin	Westside Bapt

OMB Control No: 2506-0117 (exp. 07/31/2015)

Select Your Preferred Social Service Needs Here!

Social Service Needs	Description	Place your dots next to your preferred Social Service Needs
Child Care Services	Services for children aged birth to 19, including day care, and before and after school care	
Crisis/ Financial Services	Programs that provide Emergency Assistance including Mortgage, Rent, Utilities, and Food	
Employment Training	Activities to increase self-sufficiency and employment including training, English as a 2nd language and adult literacy	
Fair Housing Activities	Trainings and outreach to decrease housing discrimination and increase knowledge of fair housing laws	
Health Services	Healthcare services activities including primary/preventative care, prescription and dental assistance	
Homeless Services	Homeless services such as emergency shelters, rapid re-housing activities, homeless prevention and referrals	
Housing Counseling	Housing counseling services for households including credit counseling and referrals	
Hunger/Nutrition Services	Providing emergency food services to at-need households	
Legal Services	Programs to assist with legal issues revolving around housing discrimination	
Mental Health Services	Activities designed to address the mental health needs of residents of the community including counseling, evaluation, psychiatric, and inpatient programs	
Senior Services	Services for adults over the age of 55 including Prescription Drug Assistance, meal programs, respite care programs, homecare/nursing home programs, and Adult Day Care programs	
Services for the Disabled	Services for persons with disabilities, regardless of age including respite care programs, Adult Day Care programs, rehabilitation programs, and vocational/ self-sufficiency programs	
Services for Victims of Domestic Violence/Crime	Programs serving adults, children, or families affected by domestic violence and other crime, as well as crime prevention and awareness	
Substance Abuse Services	Substance Abuse recovery programs including treatment and recovery programs, and prevention/education	
Transportation Services	Elderly, disabled, workforce, homeless, and medical transportation services	
Youth Services	Programs to support youth including tutoring, truancy services, after-school and summer programs	
Other (Please specify)		

OMB Control No: 2506-0117 (exp. 07/31/2015)

CDBG & CITY FUND - BUDGET FY 17-18

		CDBG		City Fund		CDBG	City Fund
Funding Breakdown		Available	Requested	Available	Requested	Difference	
Total 2017-2018 Funding		$ 604,261					
Available Prior Year Funding		$ 57,000					
Category I (minimum)		$ 449,770	$ 1,375,160			$ (925,390)	
Cat II (15% CDBG Public Srv cap)		$ 90,639	$ 160,375	$ 170,000	$ 491,933	$ (69,736)	$ (321,933)
20% Administration Cap		$ 120,852	$ 120,852			$ -	$ -

ADMINISTRATION							
Organization/Agency/Project		**Amount Funded 2016**		**Total Requested 2017**		**2017 CDBG AC Recommendation**	
		CDBG	**City Fund**	**CDBG**	**City Fund**	**CDBG**	**City Fund**
Administrative Services		$ 119,820		$ 120,852		$ 120,852	

CDBG - CATEGORY I "BRICK AND MORTAR"							
Organization/Agency/Project		**Amount Funded 2016**		**Total Requested 2017**		**2017 CDBG AC Recommendation 7-11-17**	
	Rank	**CDBG**	**City Fund**	**CDBG**	**City Fund**	**CDBG**	**City**
First-time Homebuyer Assistance Program (FHAP) *		$ 42,000		$ -			
Habitat for Humanity - Land Acquisition		$ 25,000		$ -			
Sewer Manhole Rehabilitation *		$ 194,000		$ -			
Lewisville Housing Rehab Program (LHRP) *		$ 128,416		$ 196,000		$ 196,000.00	
Utility Line Replacement-Stuart Street Sewer Line Replacement				$ 365,700.00		$ -	
Utility Line Replacement-Morningside Sewer Line Replacement				$ 231,725.00		$ 231,725.00	
Utility Line Replacement -Basswood Manor Water Line Replacement				$ 407,962.00			
Acquisitions/ Rehabilitation				$ 200,000.00		$ -	
Slum and Blight				$ 35,000.00		$ -	
Unfunded - Contingency						$ 22,045.00	
CDBG - CATEGORY I TOTAL		**$ 389,416**		**$ 1,436,387**	**$ -**	**$ 449,770**	

Organization/Agency/Project	Score	Rank	Total Funded PY 2016	Total Requested PY 2017	CDBG AC Recommendation 7/11/2017 PY 17		Total CDBG AC Recommendation PY 17	$ Variance PY16 vs PY17	% Variance PY16 vs PY17
HEALTH SERVICES					**CDBG**	**City Fund**	**CDBG+City Fund**		
PediPlace - Pediatric Healthcare	120.1	1	$ 57,000	$ 75,000	$ -	$ 58,000	$ 58,000	$ 1,000	2%
Health Services of N. TX - Primary Care	118.1	3	$ 7,865	$ 30,000	$ -	$ 16,000	$ 16,000	$ 8,135	103%
Chin Community Ministry - Health Clinic	107.3	10	$ -	$ 25,000	$ 7,500	$ -	$ 7,500	$ 7,500	100%
Health Services Subtotal	345.50						$ 81,500		
SENIOR SERVICES					**CDBG**	**City Fund**	**CDBG+City Fund**		
SPAN-Meals Pgm.	119.3	2	$ 24,000	$ 24,000	$ 24,000	$ -	$ 24,000	$ -	0%
Retired Senior Volunteer Program	108.3	9	$ 10,500	$ 11,500	$ -	$ 10,500	$ 10,500	$ -	0%
Senior Services Subtotal	227.60						$ 34,500		
CRISIS AND FINANCIAL SERVICES									
Catholic Charities Fort Worth	103.4	15	$ -	$ 48,750	$ -	$ 6,000	$ 6,000	$ 6,000	0%
Christian Community Action - Family Assistance	109.9	6	$ 10,000	$ 30,000	$ 10,000	$ -	$ 10,000	$ -	0%
Giving Hope, Inc.	97.9	20	$ -	$ 12,500	$ -	$ 5,000	$ 5,000	$ 5,000	0%
Journey To Dream - Homeless Youth Services	111.1	5	$ -	$ 20,000	$ 7,500	$ -	$ 7,500	$ 7,500	100%
Crisis and Financial Services Subtotal	422.30						$ 28,500		
EMPLOYMENT SERVICES									
Employment Services Subtotal							$ -		
CHILDREN/YOUTH									
Youth and Family- First Offender Pgm& Other Kids	105.3	12	$ 25,000	$ 25,000	$ -	$ -	$ -	$ (25,000)	-100%
Communities in Schools of N. TX-Dropout Prev Pgm.	109.3	8	$ 31,500	$ 40,000	$ -	$ 25,400	$ 25,400	$ (6,100)	-19%
New Hope Learning Center - School Age Day Care	104.5	14	$ 5,000	$ 14,025	$ -	$ 7,000	$ 7,000	$ 2,000	40%
Boys & Girls Club - Afterschool Program	99.4	19	$ 6,000	$ 7,875	$ -	$ 5,000	$ 5,000	$ (1,000)	-17%
Children/Youth Services Subtotal	418.50						$ 37,400		
VICTIMS SERVICES					**CDBG**	**City Fund**	**CDBG+City Fund**		
Children's Advocacy Ctr of Denton Co-Victim Srvcs	112.0	4	$ 26,000	$ 175,158.52	$ 17,639	$ 8,361	$ 26,000	$ -	0%
Court Appointed Special Advocates (CASA) Program	109.4	7	$ 14,000	$ 15,000	$ 14,000	$ -	$ 14,000	$ -	0%
Denton County Friends of the Family-Shelter	106.5	11	$ 10,000	$ 25,000	$ 10,000	$ -	$ 10,000	$ -	0%
Denton County Friends of the Family-Outreach	104.8	13	$ 8,000	$ 25,000	$ -	$ 6,739	$ 6,739	$ (1,261)	-16%
Victims Services Subtotal	432.70						$ 56,739		
DISABLED SERVICES					**CDBG**	**City Fund**			
Special Abilities (Day Stay)-Adult Day Care	102.6	18	$ 5,000	$ 8,500	$ -	$ 5,000	$ 5,000	$ -	0%
Camp Summit-Camp Scholarships	102.9	17	$ 5,000	$ 15,000	$ -	$ 5,000	$ 5,000	$ -	0%
Disabled Services Subtotal							$ 10,000		
MENTAL HEALTH					**CDBG**	**City Fund**	**CDBG+City Fund**		
Youth & Family Community Psych. Care Pgm.	103.3	16	$ 15,000	$ 25,000	$ -	$ 12,000	$ 12,000	$ (3,000)	-20%
Mental Health Services Subtotal	103.3						$ 12,000		
			$ 259,865	$ 652,309	$ 90,639	$ 170,000	$ 260,639		

S:\Development Services\Neighborhood Services\Community Grants & CDBG\CDBG\CDBG BUDGET\PY 2017\[AC Recommended Budget for PY 2017.xlsx]Cat I

LEGAL NOTICE

ATTENTION		SENDER	
Today's Date:	**June 21, 2017**	# of Pages:	**1 of 1**
To:	**Legal Notices/ Julie Hammond**	From:	**City Of Lewisville**
Dept:	**Legal Advertising Dept.**	Attn:	**Jamey Kirby**
Company:	**Denton Record Chronicle**	Dept:	**Neighborhood Services**
Tel:	**940-387-7755**	Tel:	**972-219-3780**
Fax:	**940-566-6818**	Fax:	**972-219-3698**
E-Mail:	**classads@dentonrc.com jhammond@dentonrc.com**	E-Mail:	**jkirby@cityoflewisville.com**

NOTE:

The **notice below** is to run in the **Denton Record Chronicle** paper on the following dates:

Saturday, June 24, 2017 and Saturday, July 15, 2017

City of Lewisville
Community Development Block Grant Program

The City of Lewisville is soliciting public comment on its draft Housing and Community Development Consolidated Plan and 2017 Annual Action Plan to be submitted to the U.S. Dept. of Housing and Urban Development (HUD) in order to continue receiving Community Development Block Grant (CDBG) funding. These documents will be available for review by the public June 24 through 5:00 p.m., Monday, July 24, 2017 at the Building Inspections counter, 2nd floor, West Wing, City Hall at 151 W. Church and in the Lewisville public library at 1197 W. Main Street. The draft documents will also be placed on the Neighborhood Services Dept. webpage: cityoflewisville.com/about-us/city-departments/neighborhood-services. For more information, or to submit comments contact: Jamey Kirby phone (972)219-3780 or email jkirby@cityoflewisville.com. The Lewisville City Council will hold a public hearing on the plans on Monday, July 17 at 7:00 p.m. before considering final adoption on August 7. The CDBG Advisory Committee will consider the plans at its meeting on Tuesday, July 18 at 6:30 p.m. at City Hall.

Summary of the Consolidated Plan

The Consolidated Plan establishes Lewisville's long-range investment plan for Community Development. It also includes a one-year action plan for spending an allocation of $604,261 in CDBG funding. The goals of this plan are: Promote access to affordable housing, Enhance community access to vital social services, Enhance infrastructure and public facilities, and Support efforts to combat homelessness. Programs called for in the plan include: homebuyer assistance, homeowner housing rehabilitation and public facility/ infrastructure improvements. Citizen participation included: a survey, stakeholders meeting, public hearings, departmental consultations, and consultation with local agencies/organizations. Simultaneously a 2017 Community Needs Assessment is being conducted to study, review and inspect community needs. That process will result in ranking social service needs. An Assessment of Fair Housing was performed earlier this year and can also be found on the Neighborhood Services webpage.

Summary of Annual Action Plan

The CDBG Advisory Committee finalize a Draft CDBG Budget on June 27 for projects described in the Action Plan. The Action Plan is included in the larger Consolidated Plan document referenced above. Before submission to HUD, the City is soliciting comments from residents. Those received during the review period will be considered before final approval of the Plan and will be attached to the submittal to HUD. The Action Plan allocates $604,261 in new CDBG funding for 2017-2018, as well as $57,000 from prior year balances.

Housing and Community Development projects:
Utility Line Replacement on Morningside $231,725
Housing Rehabilitation Program $196,000
Public Service programs:
Health Services - $81,500
Senior Services - $34,500
Crisis and Financial Services – $17,500
Children/Youth Services - $53,400
Victims Services - $53,739
Disabled Services - $5,000
Mental Health Services - $12,000
Administration/Planning $120,852.
Total grants budget: $831,261 (includes $170,000 from local funds)

EXCERPTED MINUTES
COMMUNITY DEVELOPMENT BLOCK GRANT
ADVISORY COMMITTEE (CDBGAC)

Tuesday, April 18, 2017

The Community Development Block Grant Advisory Committee convened at 6:30 p.m. in the Community Development Conference Room, Eric Page presiding.

Committee Members Present:	**Committee Members Absent:**	**Staff Members Present:**
Eric Page, Chair	Robert Paul	Jamey Kirby, Grants Coordinator
Deniese Sheppard		
Tamela Bowie		**Guests:** N/A
Latashia Sherrod		
Sarah McLain		
Debbie Fu, Vice Chair		

Item 3: The committee continued allocations following their first draft on April 11. Eric Page recused himself and left the room. Debbie Fu chaired the meeting for a discussion of the funding level for New Hope Learning Center before inviting Mr. Page to return. Further discussions revolved around how to make equitable cuts to several programs in order to fund new applications that scored well and to fund health care which had been cut the previous year due to the closure of CCA's clinic. The initial draft also cut the children/youth services category significantly and the committee discussed where to reduce those cuts.

The revised draft recommendations eliminate funding for two agencies the committee had scored low: Boys & Girls Clubs and Camp Summit. Other agencies cut 15 to 20% include Communities in Schools, Friends of the Family (outreach) and Youth and Family Counseling (for first offenders and community psychological counseling programs). New programs recommended for funding are Journey to Dream for youth homelessness and Chin Community Ministries for a health care program. One significant increase is Health Services of North Texas for indigent primary medical care. The draft allocations (attached) will be revisited one more time after HUD releases final allocations for the CDBG program (to date decisions were based on level funding).

EXCERPTED MINUTES
COMMUNITY DEVELOPMENT BLOCK GRANT
ADVISORY COMMITTEE (CDBGAC)

PUBLIC HEARING

Tuesday, May 23, 2017

The Community Development Block Grant Advisory Committee and public convened at 6:30 p.m. in the Mayor's Reception Area at City Hall, Eric Page presiding.

Committee Members Present:	**Committee Members Absent:**	**Staff Members Present:**
Eric Page, Chair	Robert Paul	Jamey Kirby, Grants Coordinator
Tamela Bowie	Debbie Fu, Vice Chair	Ashleigh Feryan, Grants Specialist
Deniese Sheppard		Joshua Roberts, Neighborhood Services Director
Latashia Sherrod		**Guests:** Rob Gaudin, Megan Brace Western Economic Services See attachment
Sarah McLain		

Item 1: Eric Page announced the meeting to order in the presence of a quorum at 6:42 p.m. In addition to committee members, staff and the consultants, eleven guests attended representing social service providers and the general public.

Item 2: Eric Page handed the meeting over to Western Economic Services. Rob Gaudin presented their findings for the Community Needs Assessment and Consolidated Plan. This especially included analysis of demographic and housing data as well as survey results. He entertained questions from the guests as the presentation progressed and solicited their comments regarding the needs of the community. Several needs were mentioned including affordable housing, homeless services, health/mental health and coordination among social service providers.

EXCERPTED MINUTES
COMMUNITY DEVELOPMENT BLOCK GRANT
ADVISORY COMMITTEE (CDBGAC)

Tuesday, June 20, 2017

The Community Development Block Grant Advisory Committee convened at 6:30 p.m. in the Community Development Conference Room, Debbie Fu presiding.

Committee Members Present:	**Committee Members Absent:**	**Staff Members Present:**
Robert Paul	Eric Page, Chair	Jamey Kirby, Grants Coordinator
Deniese Sheppard	Tamela Bowie	Ashleigh Feryan, Grants Specialist
Sarah McLain		
Latashia Sherrod		**Guests:**
Debbie Fu, Vice Chair		David Evans, ULM Operations Specialist
		James Wallingsford, ULM Manager

Item 3: The committee heard presentations from City Staff submitting proposals for CDBG Bricks & Mortar Fund grants for program year 2017. James Wallingsford, ULM Manager, and David Evans, ULM Operations Specialist, presented a proposal for two Sanitary Sewer Lines and one Water Main Line. The proposal was for $979,160, which included engineering and construction. The committee was presented options for funding any one of the three projects or funding multiple projects over multiple years with the engineering costs coming in the first year.

Jamey Kirby presented a proposal for $196,000 for the Lewisville Housing Rehabilitation Program. This program provides four homeowners with up to $38,000 each in grants (forgivable loans) to assist with major repairs. Priority is given to clients who are 1) elderly and/or disabled 2) extremely low income, and 3) residents of target neighborhoods.

Jamey Kirby presented a proposal for $35,000 for a Slum-Blight Remediation Program. This new program would pay for remediation of unsafe conditions on a property. Actions taken could include clearance/demolition, remediation of environmental contamination and rehabilitation of a building or home.

Jamey Kirby presented a proposal for $200,000 for an Acquisition-for-Rehab Program. This program aims to rehabilitate a vacant home for the purpose of making it available to a first-time homebuyer.

The committee discussed allocation options for Category I projects. The committee suggested funding the Lewisville Housing Rehabilitation Program and one of the Sanitary Sewer Line projects. They decided to hold another meeting on June 27 to make the recommendation final. Robert Paul left the meeting, there was still a quorum.

Item 4: Jamey Kirby shared that HUDs final allocation for 2017-2018 would be $604,261. This gives the committee $774 more for Category II projects. The committee discussed how to allocate this amount. Deniese Sheppard moved to split the amount by giving Communities in Schools of North Texas $400 and Denton County Friends of the Family Outreach program $374. Sarah McLain seconded and the motion passed unanimously.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: July 5, 2017

SUBJECT: **Approval of an award for Enhanced Bill Payment Options Services to Paymentus Corporation, Charlotte, North Carolina; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

The City's Utility Billing and Cashiering (UBC) division of the Finance Department is responsible for billing and collecting water and sewer services for residential and commercial customers. Billing of pass-through refuse services is also included on residential customers' bills. Currently, the City accepts payments via these payment channels:

- In Person
- Mail – City Hall PO/address and Lockbox PO number
- Night Drop – Two locations—City Hall and Annex
- Over Phone (City staff handles calls)
- Online/Web
- Bank Draft
- Police Station (after hours)

UBC has received numerous requests for more convenient payment options, such as recurring credit card drafts and pay by phone, text, email, and tablet (mobile). Many of these options require the responsibility, as well as burden, of accepting and maintaining customers' personal credit card identification information that is subject to strict compliance standards by the Payment Card Industry (PCI). Due to our desire to limit sensitive customer information within our own system, these options could not be accomplished in-house and have not been offered.

Additionally, several years ago we lost the popular IVR (Interactive Voice Response) system provided by Teleworks. The loss of the IVR system impacted staff as much as it was a convenience to customers. This system allowed customers to call in and make their payment via voice response. Current staff has accepted this additional workload, but, at times, it greatly reduces their availability. Previously, staff would take a call and transfer a customer to the IVR system. Now,

they take the call, obtain payment information from the customer, enter into the system manually, and then once the transaction is finalized and confirmation is received shred all PCI information related to the customer's credit card. Needless to say this, these transactions are time-consuming and UBC estimates that we receive 1,400 customer calls per month requesting we process their payment manually.

Finance desires to provide improved services related to bill payment options. The intent of these self-service functions is for the City to reduce its manual processes, affording more responsive customer service and increased customer satisfaction. Customer friendly options is the goal.

ANALYSIS

Brenda Martin-Finance Director, Clifford Howard-Fiscal Services Manager, Chris Lee-Information Technology Services Director and Todd White-Purchasing Manager became the team that created the Request For Proposal (RFP) and subsequently reviewed proposals submitted. The team ensured that the RFP was written in a way so that there was no pre-conceived solution and that the City was open to any and all options a provider could offer.

Paymentus Corporation provided a solution that included many options or features that the team felt provided the best overall solution for our customers. Highlights of the proposal:

- Multiple payment channels available—Web, IVR, Scheduled & Recurring, Mobile, Email, and Text—and all available in English or Spanish.
- Paymentus is browsers agnostic (will work with any browser.) Additionally, since it is web-based, the application will render correctly on any web capable device, ex. smart phone, tablet, IPAD, PC, etc.
- Multiple payment networks supported—Visa, MC, Discover, Debit (ATM and Pinless debit) and eCheck.
- Quick one-time web payment option that doesn't require account set-up for those customers wanting to make a quick payment then move to other personal activities.
- Real-time solution for payments and billing for UBC staff and customers alike which is imperative in an account cut-off situation.
- Self-help visual features on screens to assist customers in finding a credit card security code and bank routing and account numbers.
- Future date and scheduling payments ability based on City's parameters.
- IVR solution with additional functionality for outbound notifications for late payment reminders (ability to pay from outbound message also) or outage information, if needed (currently, the City has a separate notification system.) An IVR solution such as Paymentus provides more cost efficiency being hosted than administering internally.
- Experience with sixty-five utility and local government clients in Texas (over 1,200 clients overall nationwide) and previous experience interfacing with the City's utility software,

STW, Inc. (Paymentus was only response with STW interface in production for all payment channels.)

- 24-hour customer service for City staff with 12-hour multi-lingual support to Utility customers for e-payment questions or concerns.
- Ability for customers to pay multiple bills at one time.
- Real-time transaction details and reports as well as ad hoc reporting capabilities.
- Paymentus is Payment Card Industry Data Security Standard (PCI DSS) Level 1 compliant and certified with use of encrypted, tokenized equivalent of users' cards information retention. Most of the PCI compliance issues are transferred from City to Paymentus with a Software as a Service (SaaS) platform that eliminates the City's involvement with gateways and credit card processors. The City will pay $1.68 service fee per qualified Utility rate transaction, 2.65% for non-qualified card payments (some Visa/MC cards don't qualify for Utility industry rates), and $0.45 per ACH/eCheck transaction.
- Paymentus proposal appeared much more agile when it comes to interfacing with other solutions in the future at a much lower implementation cost.
- Below is a visual and descriptions of the addition functionality being afforded to the City from Paymentus:

The proposed implementation schedule is as follows:

July 17, 2017	Award is approved and contract signed
August 1, 2017	Project kickoff
August-September	Project development cycle
October	Project testing and confirmation
November 6, 2017	City Council workshop demonstration
November 13, 2017	Live

Funding is available in the Utility Billing and Cashiering division of the Finance department FY17 budget.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the award as set forth in the caption above.

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: June 19, 2017

SUBJECT: **Approval of an award for Enhanced Bill Payment Options Services to Paymentus Corporation, Charlotte, North Carolina; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

A request for sealed proposals was created and posted on Bidsync.com January 14, 2017. Specifications were created in accordance with Texas Local Government Code Chapter 252.042, *Requests for Proposals for Certain Procurements*. Specifications under this chapter of the law state requests for proposals must specify the relative importance of price and other evaluation factors.

ANALYSIS

Proposals were due February 2, 2017 and seven were received. An evaluation team was created to review, analyze, and score the proposals in accordance with weighted factors that were listed in the specifications. Two proposals were offering an IVR (Interactive Voice Response) solution only and were found to be not competitive when compared to other proposers offering a full range of options. These two proposals did not receive further consideration. Proposals were evaluated using the following criteria:

Functionality	**25%**
Total Cost	**25%**
Client Support	**20%**
Operational Capabilities	**10%**
Company Background and Experience	**10%**
Overall Response to the RFP	**10%**

At the conclusion of the evaluation Paymentus Corporation received the highest score and is being recommended for award.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the award as set forth in the caption above.

CITY OF LEWISVILLE
PURCHASING DIVISION
EVALUATION OF RFP# 17-06-A ENHANCED BILL PAYMENT OPTIONS SERVICES

EVLAUTATION CATEGORIES	POINTS	PAYMENTUS CHARLOTTE, N.C.	BILL2PAY JACKSONVILLE, FLORIDA	PAYMENTVISION JACKSONVILLE, FLORIDA	BUSINESS INK, CO. AUSTIN, TEXAS	ADCOMP SYSTEM SERVICES GROUP LEWISVILLE, TEXAS
FUNCTIONALITY	25	25 Payment on multiple accounts; outbound IVR notifications available; pay-by-test/notification; overall had all options desired	23 Solution is customer focus; well studied solution; no IVR demo; shopping cart in beta	20 Solution doesn't have ability to keep CC in wallet for auto pay; which is the #1 request from customers (ability to store cc info for future auto payments)	20 No pay-by-text; doesn't take some data from STW directly; staff input would be needed	23 No current ability to bundle accounts; unable to save payment information on IVR
COMPANY BACKGROUND AND EXPERIENCE	10	10 Prior experience integrating with STW; utility customers in TX	8 No prior experience with STW	9 Prior experience integrating with STW; one utility customer in TX	8 No prior experience with STW	9 Limited experience with STW (kiosk)
TOTAL COST	25	20 Approx $19,800/mo	23 Approx. $14,500/mo Lacking IVR	23 Approx $15,100/mo Lacking CC autopay	23 Approx $15,000/mo Lacking pay by text	20 Approx $19,600/mo
OPERATIONAL CAPABILITIES	10	10	10	10	9 "Near" Real Time	10
CLIENT SUPPORT	20	20 24 Hr for staff; 12 for customers	16 24 Hr for staff; 9 hr for customers	18 24 Hr for staff; 11 hours for customers	14 24 Hr "on call" for critical; no mention of support for customers	20 Proposal stated 9 to 5 Monday - Friday; interview stated 24/7 - proposer is local (local support)
OVERALL RESPONSE TO RFP	10	10	10	10	10	8 Didn't answer some questions fully
TOTAL		**95**	90	90	84	90

NOTE: TWO (2) PROPOSALS WERE OFFERING AN IVR (INERACTIVE VOICE RESPONSE) SOLUTION ONLY AND WERE FOUND TO BE NOT COMPETITIVE WHEN COMPARED TO OTHER PROPOSERS OFFERING A FULL RANGE OF OPTIONS. THESE TWO PROPOSALS DID NOT RECEIVE FURTHER CONSIDERATION.

Paymentus

MASTER SERVICES AGREEMENT

Client:	City of Lewisville
Client Address:	P.O. Box 299002 Lewisville, Texas 75029
Contact for Notices to Client:	Clifford Howard, Fiscal Services Manager
Estimated Yearly Bills / Invoices:	264,000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Client ("Client") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

WHEREAS Paymentus desires to provide and the Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments ("**Attachments**") with exhibits ("**Exhibits**") listed below, which are incorporated as if set forth verbatim in this Agreement:

Exhibit A: Paymentus Service Fee Schedule
Exhibit B: Paymentus Service Fee Schedule, Enterprise Communications Manager
Exhibit C: Client Bid Solicitation

To the extent that any exhibit is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit A**, followed by **Exhibit B**, then **Exhibit C** shall prevail in the order. Where the Agreement and Exhibits A and B are silent, the terms and conditions of Exhibit C shall have full effect.

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paymentus or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:	**Paymentus:**
By: _____	By: _____
Name: _____	Name: Jerry Portocalis
Title: _____	Title: Senior Vice President
Date: _____	Date: July 12, 2017

GENERAL TERMS AND CONDITIONS

1 Definitions:

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "**Agreement** " or "**Contract**" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the provider of Services, stated herein, to the Client

1.2 "**User**" shall mean the users of the Client's services

1.3 "**Effective Date**" shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date

1.4 "**Launch Date**" shall be the date on which Client launches this service to the Users

1.5 "**Payment**" shall mean payments made by Users for Client's services or Client's bills

1.6 **"Payment Amount"** shall mean the bill amount User wants to pay to the Client.

1.7 "**Services**" shall mean the performance of the Services outlined in section 2 of this Agreement

1.8 **"Paymentus Authorized Processor"** shall mean a Paymentus authorized merchant account provider and payment processing gateway

1.9 "**Average Bill Amount**" shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

2 Description of Services to be performed

2.1 Scope of Services

Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, E-check and other payment methods as deemed necessary by Paymentus, except for American Express, which is prohibited by Client. Payments may be made by Interactive Telephone Voice Response System ("IVR") or secure Internet interface provided at the Paymentus Corporation's web site or other websites which are part of Paymentus' Instant Payment Network ("WebSites"), collectively referred to as the ("System" or "Platform").

2.2 Professionalism

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Cost Installation

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web and IVR interfaces.

3.2 Paymentus Service Fee

For each Payment, Paymentus will charge a Paymentus Service Fee as per Exhibit A (hereinafter called "Paymentus Service Fee").

For each Payment, the Paymentus Service Fee collected will be used to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or eChecks (hereinafter called "Transaction Fees") except for the return items (eCheck returns or Credit/Debit Card chargebacks).

A schedule of Paymentus Service Fees is attached hereto as Exhibit A.

4 Payment Processing

4.1 Integration with Client's Billing System

At no cost to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post Payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due

to Paymentus security requirements, Client will use Paymentus specified integration process. Paymentus platform is an independent full service fully hosted platform per PCI-DSS requirements for a fully hosted solution. As such, Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from Paymentus Agent Dashboard. If Client chooses to have Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); (or)

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration")

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Time is of the essence and Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus. Parties agree that if Paymentus does not cooperate fully, it can lead to Client being unable to perform its duties to deliver the integration in time.

If Client chooses Client Specific Integration, Paymentus agrees to develop such integration at no cost to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors to fully cooperate with Paymentus. Client agrees to provide all specification required for Client specific integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors to participate in testing. Time is of the essence and Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors. Parties agree that if Client does not cooperate fully or is unable to cause its software vendors to cooperate fully with Paymentus, it can lead to Paymentus being unable to perform its duties to deliver the integration in time.

Based on Client's use of Paymentus platform and respective modules selected under this Agreement, Paymentus will require the following integration points:

(i) For one time Payment Module:
   a. Customer Information – Text File or Real-time
   b. Payment Posting – Text File or Real-time
(ii) For Recurring Payment Module
   a. Text File
(iii) For E-billing Module
   a. Billing Data - Text File or Real-time link to billing data
(iv) For Outbound Notification
   a. Audience File – Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

4.2 PCI Compliance

For PCI Compliance, Client has two options for using Paymentus platform:

(i) Paymentus Fully Hosted Solution ;or
(ii) Any other configuration

To substantially reduce or eliminate any PCI compliance risks and to render all Client systems out of scope from PCI compliance requirements, Client agrees to use Paymentus' fully hosted service where Paymentus uses its own platform to capture Payments and to manage the entire (end to end) user experience from all channels for Payment acceptance: Web, Mobile, IVR, POS devices (per Paymentus recommended setup), recurring payments, Ebill Presentment ("Paymentus Fully Hosted Solution"). If Client chooses any other integration such as third party web pages integrated with Paymentus APIs, third party gateway pages, or its own IVR systems or POS solution not recommended by Paymentus, or a cashiering module from third party, Client expressly agrees that Client shall not be exempt from PCI requirements and shall be liable for any data breaches occurring on its own systems as Client's recognizes that Client systems are participating in the transactions and are in scope for PCI compliance. Under such circumstances, Paymentus shall not be responsible for any PCI obligations outside of Paymentus own platform and Paymentus expressly disclaims any PCI or security obligations related to Client systems or any third party systems that participate in the payment transactions that are outside of Paymentus Platform.

Paymentus highly recommends that Client uses Paymentus Fully Hosted Solution to substantially reduce its PCI compliance and data breach risks.

If Client chooses to use any other option other than Paymentus Fully Hosted Solution, Client agrees and warrants that Client shall remain PCI compliant throughout the term of this Agreement. For clarity, just because Client uses PCI compliant applications such as its billing software, it does not eliminate the need for Client to be PCI compliant. Per PCI requirements, if a party's systems participate in processing, or accepting or storing card transactions, such party is required to be PCI compliant as the systems are in scope.

4.3 Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments to be charged to a Card and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.4 Merchant Account

Paymentus will arrange for the Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of the credit card transactions.

4.5 Card Authorization

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate card associations in real time as the transactions occur.

4.6 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions to the appropriate card organizations for settlement directly to the Client's depository bank account previously designated by the Client (hereinafter the "Client Bank Account").

Paymentus will debit the Paymentus Service Fees from Client's account on a monthly basis.

Paymentus together with Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes. No change shall be made in the settlement and invoicing process outlined in this Agreement without prior written approval by Client.

5 General Conditions of Services

5.1 Service Reports

Paymentus shall provide Client with monthly reports summarizing use of the Services by Users for the previous month.

5.2 User Adoption Communication by Client

Client will make Paymentus' Services available to its residential and commercial Users by different means of User communication including a) through bills, invoices and other notices; b) by providing IVR and Web payment details on the Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through Client's general IVR/Phone system; and d) other channels deemed appropriate by the Client.

Paymentus shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its Users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option. Client will communicate Paymentus option to its end residential and commercial Clients wherever Client usually communicates its other payment methods.

5.3 Independent Contractor

Client and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Client shall co-operate with Paymentus by:

(i) Client will enter into all applicable merchant Card or cash management agreements.

(ii) For the duration of this Agreement, Client will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Client website. The phone number for the IVR payment will also be added to the web site. Client will

also add the IVR payment option as part of the Client's general phone system.

(iii) User Adoption marketing as described in 5.2.

(iv) Within 30 days of the merchant account setup, Client will launch the service to the Users.

(v) For the purpose of providing Client a posting file for posting to Client's billing system, Client will provide the file format specification currently used to post its payments to the billing system. Client will fully cooperate with Paymentus and provide the information required to integrate with Client's billing system.

6 Governing Laws

This Agreement shall be governed by the laws of the state of Denton County, Texas.

7 Miscellaneous

7.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Mail or by a national courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client
C/O: Clifford Howard
Address: P.O. Box 299002 Lewisville, Texas 75029
Email: choward@cityoflewisville.com

To Paymentus
C/O: President and CEO
Address: 13024 Ballantyne Corporate Place
Suite 450
Charlotte, NC 28277
Email: ceo@paymentus.com

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery, or if notices given by US Post, then notice shall be deemed to have been given upon on date said notice was deposited in the mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

7.4 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.5 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.6 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.7 Confidentiality

Except when required by law, regulation, or court order, Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about Paymentus' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, Clients, marketing data, plans, and models, and personnel. Paymentus will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the Services.

7.8 Intellectual Property

In order that the Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use

Paymentus' logo and other service marks (the "Paymentus Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the WebSite) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

7.9 Force Majeure

Paymentus will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.10 Time of the Essence

Paymentus and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

7.11 Assignment

This Agreement may not be assigned by either party without the written consent of the other party.

7.12 Governmental Immunity

Unless otherwise required under the law, the Parties agree that Client has not waived its governmental immunity by entering into and performing its obligations under this Agreement.

7.13 Arbitration

In the event of a dispute which may arise under this Agreement, the Client does not agree to arbitration.

7.14 Disclosure

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, good, or services with the Client must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Client or submits to the Client an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Client. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Texas Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Paymentus should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirement of Chapter 176.

7.15 Insurance

During the period of this Agreement, Paymentus will maintain, at its expense, insurance with limits not less than those prescribed in Exhibit C. All insurance must be reviewed and approved by the Client prior to commencement of work.

7.16 Worker's Compensation

Paymentus shall abide by the requirements of the Texas Administrative Code, Title 28, RULE §110.110, in regards to workers compensation.

8 <u>Indemnification</u>

8.1 Paymentus Indemnification and Hold Harmless

PAYMENTUS AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR

WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PAYMENTUS' BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF PAYMENTUS, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CLIENT, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF PAYMENTUS AND CLIENT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CLIENT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

8.2 Client Indemnification and Hold Harmless

CLIENT AGREES TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS PAYMENTUS, ITS AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES, (COLLECTIVELY, THE "PAYMENTUS INDEMNITEES") FROM AND AGAINST ALL LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND EXPENSES) INCURRED BY ANY PAYMENTUS INDEMNITEE AS A RESULT OR ARISING OUT OF (I) THE WILLFUL MISCONDUCT OR NEGLIGENCE OF CLIENT RELATED TO THE SERVICES OR (II) A MATERIAL BREACH OF CLIENT'S COVENANTS.

8.3 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided incidental to the Services provided under this Agreement.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. Paymentus' total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the specific dollar amount of the Paymentus Service Fee paid to Paymentus for the particular payment transaction which is the subject matter of the claim of damage.

9 Term and Termination

9.1 Term

The term of this Agreement shall commence on the Effective Date of this Agreement and continue for a period of 5 (five) years ("Initial Term") from the Launch Date unless earlier terminated under the provisions of this Agreement. Services under this Agreement shall begin within 30 days of the merchant account setup.

At the end of the Initial Term, this Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of this Agreement.

9.2 Material Breach

A material breach of this Agreement shall be cured within 90 (ninety) days ("Cure Period") after a party notifies the other of such breach. In the event such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 (thirty) days notice.

9.3 Early Termination

Client may terminate this Agreement at any time upon providing ninety (90) days advance written notice to Paymentus of the termination date. Client may terminate this Agreement upon thirty (30) days prior written notice from the Client, if Paymentus shall apply for or consent to the appointment of a receiver,

trustee or liquidator of it or all or a substantial part of its assets; file a voluntary petition for bankruptcy; or, become otherwise insolvent.

9.4 Funding Out

The continuation of this Agreement after the close of any given fiscal year of the Client, which fiscal year ends on September 30 of each year, shall be subject to budget approval by the governing body of the Client providing for or covering such contract items as an expenditure therein. The Client does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the Client's governing body. Should appropriation of funds for this Agreement not be approved by the Client's governing body for any given budget year, the City shall notify Paymentus, and this Agreement shall automatically terminate.

9.5 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

Paymentus

Exhibit A: Paymentus Service Fee Schedule

Paymentus Service Fee charged to the Client will be based on the following model:

Absorbed Fee Model
1. UTILITY PAYMENTS ☐ Absorbed Model ☐ Average Bill Amount: $75.00 ☐ Paymentus Service Fee per qualified utility rate transaction • Credit/Debit Card $1.68 (Visa, MasterCard, Discover Utility Program Rate) • ACH/ eCheck $0.45 ☐ Paymentus Service Fee per non-qualified card Payments • Non-qualified Card 2.65% 2. NON-UTILITY PAYMENTS ☐ Paymentus Service Fee per transaction • Credit/Debit Card 2.75% (Visa, MasterCard, Discover) • ACH/ eCheck $0.65

Notes:
Maximum Amount per Payment is $1,500.00. Multiple Payments can be made.
Chargebacks and returned checks will be billed at $9.95 per item.
A non-qualified card refers to cards that do not qualify for the Utility Program Rate

Paymentus may apply different limits per transactions for User adoption or to mitigate risks.

Paymentus

Exhibit B: Paymentus Enterprise Communications Manager (ECM)

Paymentus Enterprise Communications Manager consists of Paymentus' pre-recorded messages for Payments reminders and service outage alerts. Automated messages can be sent to your customers through the Paymentus platform by automated phone, email, and SMS (Short Message Service) Text Messaging.

ECM FEE STRUCTURE **For Paymentus standard campaign messages**	
☐ Up to 1,000 Messages Per Month	No Charge
☐ In Excess of Allotted Messages per Month	
☐ $0.15 per IVR and SMS message	
☐ $0.05 per Email message	

Customer:	**Paymentus:**
By:	By:
Name:	Name: Jerry Portocalis
Title:	Title: Senior Vice President
Date:	Date: July 12, 2017

MEMORANDUM

TO: Melinda Galler, Assistant City Manager

FROM: Russ Kerbow, Police Chief

DATE: July 3, 2017

SUBJECT: **Approval of an Interlocal Agreement Between the City of Lewisville and the Lewisville Independent School District for the School Resource Officer Program; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The School Resource Officer (SRO) program has been in operation for several years where the school district pays 50% of salary and benefits for each officer. The program began in FY 1996-97 and was funded by a Criminal Justice Department (CJD) grant for 2 officers. In FY2002-03, the program changed to its current form of the 50/50 funding partnership with LISD. The current Interlocal Agreement is for six (6) SROs.

ANALYSIS

This agreement modifies the existing agreement to allow the Chief of Police, in consultation with the Superintendent of Schools, to determine specific school assignments of all SROs. There are six School Resource Officers assigned to work at LISD's 5 middle school campuses, 3 high school campuses and the Lewisville Learning Center. Although officers are assigned specific campuses, all SROs may be used at any campus.

School Resource Officers are specially trained police officers designed to serve as a positive role model for students, and provide assistance to school administration. School Resource Officers are assigned full-time to all high school campuses and two officers are assigned to all five middle schools in the City of Lewisville. The middle school campus locations served by the SRO program are Delay, Durham, Hedrick, Huffines and Killian. The three Lewisville High School campuses are the Main Campus, Killough and Harmon. The Learning Center located on S. Edmonds Lane is the most recent campus added to the program (FY 2016-17). The officers provide full police service to their respective campus that reduces the response required by the Patrol Bureau. SROs also conduct some follow-up investigations when they involve the campus as a victim or a student as a suspect.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the Interlocal agreement as set forth in the caption.

STATE OF TEXAS §
§
COUNTY OF DENTON §

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into on the Effective Date, by and between the **LEWISVILLE INDEPENDENT SCHOOL DISTRICT** in Denton County, Texas (referred herein to as "District" or "School District"), acting by and through its Board of Trustees, and the City of Lewisville, Texas (referred herein to as "City"), acting by and through its City Council, is for the purpose of establishing a School Resource Officer (referred herein to as SRO) Program in the School District, in the City of Lewisville, Texas.

W I T N E S S E T H:

WHEREAS, the Texas State Legislature has authorized the use of Interlocal cooperation agreements between and among governmental entities; and

WHEREAS, this Interlocal Cooperation Agreement ("Agreement") is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended and as otherwise provided herein, relative to the joint authorization by the School District and the City to provide a governmental service or function for which each party is authorized to perform individually; and

WHEREAS, the governing bodies find that the performance of this Agreement is in the common public interest of both parties, and the School District and the City will mutually benefit from the SRO Program to combat juvenile delinquency, to personally assist students with various problems involving potential involvement with law enforcement, to develop and maintain positive relations between students and City police officers and to assist the School District in maintaining a safe, orderly, and secure environment to learning; and

WHEREAS, the parties, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefore only from current revenues legally available to each party; and

WHEREAS, the School District and the City intend to provide law enforcement education and related services to the public schools of the School District in the City as hereafter described;

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

ARTICLE I

TERM OF AGREEMENT

The initial term of this Agreement shall begin on the Effective Date, and shall continue through September 30, 2017. This Agreement shall automatically renew for one (1) year terms, beginning on October 1, 2017, unless terminated by either party in accordance with the terms contained herein.

ARTICLE II

OBLIGATIONS OF THE CITY

The obligations of the City shall be fulfilled by the Lewisville Police Department under the direction of the Chief of Police ("Chief ") or his designee.

The obligations of the Chief and the SROs are as follows:

A. Provision of School Resource Officers.

The Chief, in consultation with the Superintendent, shall assign, as needed, regularly employed police officers as SROs. Although the SROs will be assigned to specific schools, the SROs serve as a resource to all campuses within Lewisville if requested by LISD personnel with approval from the Chief of Police, or designee.

B. Selection of School Resource Officers.

The Chief or his designee shall select the SROs considering the following evaluation criteria. The Chief or his designee may change or replace an SRO with another officer who also meets the criteria below. Campus Principals will be allowed to meet the candidates for any new SRO assignments and provide their feedback, if any, to the Chief before his or her selection, including the change or replacement of an SRO.

1. The SROs must have the ability to deal effectively with students. The ages and socioeconomic, cultural, and racial composition of the students of the particular school should be considered in making this evaluation.

2. The SROs must present a positive image and be an appropriate symbol of the entire police department. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and

communication skills of the SROs should be of such a nature that a positive image of the police department is reflected.

3. The SROs must have the ability to provide good quality information and educational services in the area of law enforcement.

4. The SROs must have the desire and ability to work cooperatively with the School District staff, Campus Principals, administrative staff, and other school officials.

5. The SROs must be State Certified Peace Officers.

6. The SROs must have or receive a Texas Commission on Law Enforcement recognized basic SRO training prior to their first year of assignment as an SRO, preferably in the summer prior to that first year.

7. The SROs must meet any other criteria the Chief deems appropriate.

C. Normal duty hours of School Resource Officers.

The SROs shall perform his or her duties during regular school days and regular school hours, which does not include official school holidays or summer school, or days the SROs are required to attend training related to their police officer duties. On days when not performing duties for the School District, the Chief may assign the officers to other duties.

SROs will notify the Campus Principal or his or her designee via email in advance of a planned leave if such leave or time off would conflict with school duties. The City will provide a substitute SRO, at no additional charge, in the event an SRO cannot perform his or her duties for the School District for five (5) or more consecutive days.

D. Duties of School Resource Officers.

While on duty, SROs shall perform the following duties:

1. Speak to classes of students on the laws enforced by police officers, including search and seizure, criminal law, motor vehicle laws, and other topics.

2. Act as a resource person in the area of law enforcement education.

3. Conduct or assist in criminal investigations of violations of law on school property.

4. Provide a law enforcement resource when necessary to maintain the peace on School District property.

5. Make arrests and referrals of criminal law violators using his/her discretion.

6. Provide information or assistance to students at the request of the school staff, at the request of a student or parent, or when the SRO feels it is in the best interest of the student. In the event the request relates to such things as depression, addiction, family counseling matters or other non-police related matters, the student should be referred to the Counselor at the school where the student is enrolled.

7. Make appropriate referrals to social services agencies.

8. Wear an official police uniform, which shall be provided at Lewisville Police Department's expense; however, civilian attire may be worn on some occasions with prior approval by the Chief or his designee.

9. Perform other duties mutually agreed upon by the Superintendent and the Chief, provided the performance of such duties is legitimately and reasonably related to the SRO Program as described in this Agreement, and such duties are consistent with state and federal law and the policies and procedures of the School District and the City.

10. Any off-campus activity requiring the services of the SROs shall be contingent on the approval of the Chief or his or her designee.

11. Follow and conform to all applicable School District policies and procedures that do not conflict with the policies or procedures of the City of Lewisville Police Department. The parties to this Agreement shall abide by all rules, regulations and procedures as authorized by state or federal laws.

12. Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order on school campuses.

13. Make presentations to civic groups.

14. Participate, upon request and with approval of the Chief or his designee, with school/student committees.

15. Perform any other duties as directed by the Chief.

E. Support Services to be provided by the City.

The City, acting through its Police Department, shall continue to provide police services to the School District with the positions of the SROs as an enhancement to such services.

ARTICLE III

OBLIGATIONS OF THE DISTRICT

The School District shall provide the SROs, at each school to which an SRO is assigned, the following materials and facilities:

1. Access to a private office to be used for general business purposes which is air conditioned and properly lighted.

2. A locking file cabinet and location for files and records which can be properly locked and secured.

3. A desk with drawers, a chair, worktable, and office supplies *(i.e.*, paper, pencil, pens, etc.).

4. A computer that allows for network access to police records management and report writing portals.

5. A telephone.

ARTICLE IV

EMPLOYEE STATUS OF SRO

The SROs shall be employees of the City and not employees of the School District. The City shall be solely responsible for the hiring, training, discipline, and dismissal of SROs. The City and its SROs shall be deemed independent contractors with the School District and not an agent or representative of the School District. A performance evaluation of each SRO will be conducted by the Campus Principal at the end of each school year and the results will be provided to the Chief for review with any formal requests for his or her consideration.

The supervisory personnel of the SRO who are responsible for his or her direct supervision shall be available at all reasonable times to report to and confer with designated officials of the School District.

ARTICLE V

PAYMENT

In consideration of the services provided herein, the City shall invoice the School District, and the School District shall pay the City fifty percent (50%) of the costs for the SROs' salary and benefits. The School District shall bear no other expenditures. In the event the School District and the City determine there is a need for an additional assignment, the City shall provide an additional SRO, as staffing allows, under the same terms and conditions as described herein. The cost to the School District for any additional SRO shall be pro-rated on a per month, per officer basis

for the remainder of the City's Fiscal Year. The pro-rated amount shall apply to any partial budget year upon enactment of this Agreement.

ARTICLE VI

INDEMNITY

TO THE EXTENT ALLOWED BY LAW, THE CITY SHALL INDEMNIFY, SAVE AND DEFEND AND HOLD HARMLESS THE SCHOOL DISTRICT OF AND FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, ATTORNEY FEES AND COSTS, CAUSES OF ACTION AND LIABILITY, OF ANY KIND WHATSOEVER, IN LAW OR EQUITY, ARISING FROM OR CONNECTED DIRECTLY OR INDIRECTLY TO ANY ALLEGED MISCONDUCT, NEGLIGENCE, INJURY, WORKERS COMPENSATION CLAIM, ACTION, INACTION, OR OTHER ACTIVITY BY THE SROS ALLEGED BY ANY PERSON OR ENTITY TO HAVE ANY CONNECTION WHATSOEVER TO THE SCHOOL DISTRICT.

THE OBLIGATIONS PROVIDED IN THIS ARTICLE SHALL SURVIVE TERMINATION OR COMPLETION OF THE TERM OF THIS AGREEMENT, OR ANY EXTENSIONS HEREOF.

ARTICLE VII

CHANGES TO AGREEMENT

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by both the City and the School District.

ARTICLE VIII

TERMINATION OF AGREEMENT

This Agreement shall automatically extend and renew for additional one-year periods, as discussed in Article I above, unless written notice of intent to terminate the Agreement is given by either party at least one hundred eighty (180) days in advance of termination, except that both Parties may mutually agree to terminate this Agreement with less than one hundred eighty (180) days advance notice if approved by the Lewisville City Council and the Lewisville Independent School District Board of Trustees. Notice shall be given to the Parties at the following addresses:

City:

Chief of Police
City of Lewisville
1187 W. Main Street
Lewisville, Texas 75067

School District:

Superintendent of Schools
Lewisville Independent School District
1800 Timber Creek Road
Flower Mound, Texas 75028

Termination of this Agreement may only be accomplished as provided herein.

In the event this Agreement is terminated, compensation shall be made to the City for all services performed to the date of termination.

ARTICLE IX

GENERAL PROVISIONS

A. This Agreement contains the entire agreement of the parties and supersedes any prior agreements and negotiations. As of the Effective Date, this Agreement will replace the 2012 SRO Interlocal Agreement between the School District and the City and said 2012 Interlocal Agreement is terminated, as of the Effective Date, and shall be of no further force or effect. No verbal or other written promises or representations not specifically reduced to writing and contained herein shall be effective or binding. No modification, amendment, waiver or change of any provision herein shall be effective unless reduced to writing and approved by the governing body of both parties hereto.

B. This Agreement is performable in Denton County, Texas, and exclusive venue for any dispute between the parties shall be a court of competent jurisdiction in Denton County. This Agreement is governed by and construed according to the laws of the State of Texas.

C. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of the other provisions of this Agreement.

D. This Agreement is not assignable by either party, and shall be binding on the parties, their officers and employees, and any successors in interest.

E. This Agreement is effective only when signed and approved by both parties.

AGREED TO:

CITY OF LEWISVILLE, TEXAS

By: _____
CITY MANAGER, City of Lewisville

ATTEST:

_____
CITY SECRETARY

_____
Date Signed

LEWISVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
PRESIDENT, Board of Trustees

ATTEST:

_____
SECRETARY, Board of Trustees

_____
Date Signed

MEMORANDUM

TO: Donna Barron, City Manager

FROM: James Kunke, Community Relations and Tourism Director

DATE: July 5, 2017

SUBJECT: **Approval of Temporary Street Closure on a Portion of Church Street in Connection with Weekly Farmers Market.**

BACKGROUND

The city contracted with Four Seasons Markets to bring a weekly European-style Farmers Market to Old Town starting in April. The one-year agreement runs through the end of October, with an option for a weekly Holiday Market during December.

The market started on Thursdays, 3-7 p.m., in the east parking lot of City Hall. It moved to Tuesdays, 4-8 p.m., during June and July to coincide with the weekly Sounds of Lewisville concerts in Wayne Ferguson Plaza. At that time, the market also moved to Church Street, which is closed before and during the concerts.

ANALYSIS

The Church Street location is larger and can accommodate more vendors than the parking lot area. In addition, visibility to the public is greatly increased on Church Street. For those reasons, staff would like to keep the market on Church Street through the end of October. Location would be negotiated for the weekly Holiday Market, if held.

As previously planned, the market will move back to Thursday during August and September (with no market the week prior to Western Days due to festival load-in), and back to Tuesday for the Rocktober concerts starting Oct. 10. While staff would prefer to keep the market on a consistent day throughout the year, Four Seasons believes a Thursday market during late summer and early fall works best for potential produce and fresh goods vendors.

The requested street closure would be Church Street between Mill and Charles, starting approximately two hours before the market opens and ending approximately one hour after the market closes.

RECOMMENDATION

It is staff's recommendation that City Council approve the temporary street closure described in the caption above.

City Hall
Proposed closure area
Wayne Ferguson Plaza
W Walters St
E Walters St
N Charles St
N Mill St
W Church
E Church St
City of Lewisville
Prohibition Chicken
Whole B
Healing
Beside The Bride
Repairs Unlimited
Ana's Professional
Gown Alterations
harles Street

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: July 6, 2017

SUBJECT: **Approve a Resolution of the City Council of the City of Lewisville, Texas, Calling a Public Hearing for the Levy of Assessments for Authorized Improvements in the Lewisville Castle Hills Public Improvement District No. 6; Setting a Date for Public Hearing; Authorizing the Publication of Notice; and Enacting Other Provisions Relating Thereto.**

BACKGROUND

Chapter 372 of the Local Government Code authorizes the creation of Public Improvement Districts (PIDs) to provide a tool by which a city can levy and collect special assessments on property that is within the city or within the city's extraterritorial jurisdiction (ETJ) for designated purposes including the construction of street and water/wastewater improvements. In 1996, the city entered into a development agreement with Denton County Fresh Water Supply Districts (DCFWSD) No. 1-A and No. 1-B and Bright Farm Partnerships to create PIDs to provide the financing necessary for infrastructure development in the city's ETJ.

Since the approval of the 1996 agreement, DCFWSD 1-A divided into additional districts—1-C, 1-D, 1-E, 1-F, 1-G and 1-H. PIDs have been approved by the City Council as follows:

PID No. 1	DCFWSD 1-B
PID No. 2	DCFWSD 1-D
PID No. 3	DCFWSD 1-E
PID No. 4	DCFWSD 1-F
PID No. 5	DCFWSD 1-G
PID No. 6	DCFWSD 1-H
PID No. 7	DCFWSD 1-C

Combination Contract Revenue and Special Assessment bonds have been issued in the districts which are paid via property tax collections in the respective district (an assessment on property owners in the districts would only occur if tax collections were insufficient to cover debt payments). Total outstanding debt for these PIDs is currently $113.915M. This debt is strictly a liability of the districts and not the City of Lewisville.

ANALYSIS

The creation of PID No. 6 began with petitions being filed on March 21, 2013 by BRECO Lands CH, LLC requesting the establishment of PIDs No. 5, 6 and 7. At the March 25, 2013 City Council meeting, the three petitions were accepted and a public hearing was called for May 6, 2013 relating to the advisability of the proposed improvements. The improvements in all three of the districts include the acquisition, construction and improvement of water, wastewater or drainage facilities and the acquisition and construction of streets. On May 6, 2013, City Council approved the resolution making certain findings in connection with the Districts and authorizing creation of the Districts.

On August 4, 2014, City Council approved a resolution calling for a public hearing on August 18, 2014 to consider, approve and adopt the Service and Assessment Plan and Assessment Roll and any official reports filed with the City in support of the Plan and Roll. This hearing was held, and the Plan and Roll was approved and adopted. The Service and Assessment Plan identifies the public improvements to be provided by the PID, the cost of the public improvements, the indebtedness to be incurred for the public improvements, and the manner of assessing the property in the PID for the costs of the public improvements. The Assessment Roll identifies the assessment on each parcel, based on the method of assessment identified in the Plan.

Pursuant to the requirement of the Attorney General (AG) at the time the first bonds were issued in 2014 for PID No. 6 (District 1-H), the City levied assessments on property in PID No. 6. The assessments were 1% of the total voted bond authority for District 1-H. The assessments were structured such that when a certificate of occupancy was issued to a builder by the City, the builder or developer pre-paid the total amount of the assessment so that no assessments would be outstanding when the homes were sold to end users. The Plan for PID No. 6 details the amount of the assessments per lot type and how the assessments are calculated and paid. The total assessment and levy is 1% of the bonding authorization, $600,000 ($60M x 1%).

On November 3, 2015 an election was held in the District to approve a new Joint Utility Contract and Joint Road Contract which requires a new assessment to be apportioned to finance additional infrastructure improvements. The original $60M is being amended to $136M per a new amended and restated Service and Assessment Plan. The assessments will now be 1% of $136M, or $1.36M. The next step of this process is to approve this resolution to provide for a hearing to allow public comments on the increased assessment. The hearing is scheduled for the City Council meeting, August 21, 2017. Based on the results of the hearing, the Council can consider the amended Service and Assessment Plan.

The Plan and Roll for PID No. 6 encompasses DCFWSD 1-H and is made up of approximately 386 acres subdivided into commercial tracts, which include commercial and multifamily development.

*Note: This resolution calls for a public hearing for an **amendment** to the existing Service and Assessment Plan for PID No. 6 which will provide authority for **future** bond issuances of PID No. 6 under the new bond authority approved by voters in November 2015. The other item on the agenda to approve an **update** to the existing PID No. 6 Service and Assessment Plan will allow for the issuance of the bonds that is being considered by City Council as well tonight and are within the current assessment and levy authority.*

RECOMMENDATION

It is City staff's recommendation that the City Council consider approval of the resolution as set forth in the caption above.

CERTIFICATE FOR RESOLUTION No. _____-2017

THE STATE OF TEXAS §

COUNTIES OF DENTON AND DALLAS §

CITY OF LEWISVILLE §

I, the undersigned City Secretary of the City of Lewisville, Texas, hereby certify as follows:

1. The City Council of the City of Lewisville, Texas convened in a regular session on July 17, 2017 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas (the "Meeting"), and the roll was called of the duly constituted Council Members of the City of Lewisville, Texas to-wit:

Rudy Durham	Mayor
Brent Daniels	Mayor Pro-Tem
Brandon Jones	Deputy Mayor Pro-Tem
TJ Gilmore	Council Member
R. Neil Ferguson	Council Member
Bob Troyer	Council Member

And all of the persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting:

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, CALLING A PUBLIC HEARING FOR THE LEVY OF ASSESSMENTS FOR AUTHORIZED IMPROVEMENTS IN THE LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6; SETTING A DATE FOR PUBLIC HEARING; AUTHORIZING THE PUBLICATION OF NOTICE; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

Aye: _____ No: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified, officially

and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The City Council has approved the aforementioned attached Resolution and the Mayor and the City Secretary of the City of Lewisville have duly signed the Resolution; and that the City Secretary hereby declares that the attached Resolution is a true and correct copy of the Resolution for all purposes.

SIGNED AND SEALED this 17th day of July, 2017.

_____

Julie Heinze, City Secretary
City of Lewisville

[City Seal]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, CALLING A PUBLIC HEARING FOR THE LEVY OF ASSESSMENTS FOR AUTHORIZED IMPROVEMENTS IN THE LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6; SETTING A DATE FOR PUBLIC HEARING; AUTHORIZING THE PUBLICATION OF NOTICE; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code (the "Act"), the City Council (the "City Council") of the City of Lewisville, Texas (the "City") has previously directed the preparation of a Service and Assessment Plan for the Lewisville Castle Hills Public Improvement District No. 6 (the "District") (the "Service and Assessment Plan") and an Assessment Roll (as defined therein), which Service and Assessment Plan contemplated the construction of Authorized Improvements (as defined therein);

WHEREAS, the City has previously levied assessments on land within the District in accordance with the Act;

WHEREAS, after approval by election of a new Joint Utility Contract and Joint Road Contract by and between Denton County Fresh Water Supply District No. 1-H (the "FWSD") and Denton County Fresh Water Supply District No. 1-A, the City has determined that that it is necessary to levy a new assessment to apportion the benefit of the Authorized Improvements (the "New Assessments");

WHEREAS, the Service and Assessment Plan and Assessment Roll must be amended to reflect the New Assessments, and such amendment (the "SAP Amendment"), including a new assessment roll (the "New Assessment Roll"), is attached hereto as Exhibit A; and

WHEREAS, the City has determined to call a public hearing regarding the levy of the New Assessments and the SAP Amendment pursuant to the Act;

WHEREAS, the City desires to publish notice of the public hearing to adopt the SAP Amendment in order to provide notice to all interested parties of the City's proposed levy of assessments of the New Assessments; and

WHEREAS, the City desires to file the SAP Amendment and the New Assessment Roll with the City Secretary such that they are available for public inspection pursuant to the Act.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 7:00 p.m. on August 21, 2017 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas, 75057, to consider approving the SAP Amendment, with such changes and amendments as the City Council deems necessary, and the

proposed New Assessment Roll with such amendments to the New Assessments as the City Council deems necessary, as the final SAP Amendment and the related New Assessment Roll.

Section 3. Publication of Notice. Notice of the hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the corporate limits of the City. The City Council hereby directs City Staff to cause the publication of notice of the Public Hearing substantially in the form attached as Exhibit B with such changes as approved by the City Attorney. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act at least eleven (11) days prior to the hearing to the current address of each owner of property liable for an assessment in the proposed Assessment Roll as reflected on the tax rolls of the Denton Central Appraisal District.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the public hearing and shall conduct the public hearing in connection with its approval of the SAP Amendment and the levy of the proposed assessments in the District, including costs of collection, penalties and interest on delinquent assessments. At such public hearing, the City Council will hear and pass on any objections to the SAP Amendment and the proposed New Assessment Roll and the levy of the proposed assessments within the District (which objections may be written or oral). After all objections made at such hearings have been heard, the City Council may; (i) levy the New Assessments for Authorized Improvements as special assessments against each parcel of property in Lewisville Castle Hills Public Improvement District No. 6, as set forth in the SAP Amendment and the related New Assessment Roll; (ii) specify the method of payment of the New Assessments, and (iii) provide that New Assessments be paid in periodic installments. All residents and property owners within Lewisville Castle Hills Public Improvement District No. 6 and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the SAP Amendment, the New Assessment Roll, and the proposed New Assessments and offer testimony pertinent to any issue presented on the amount of the New Assessments, purpose of the New Assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent New Assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed New Assessments, the City Council must hear and pass on any objection to a proposed New Assessment. The City Council may amend a proposed New Assessment on any parcel. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 5. Filing of SAP Amendment and New Assessment Roll. The proposed SAP Amendment and New Assessment Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Effective Date. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

[Signature page follows]

Passed by the City Council of City this _____, 2017.

_____
MAYOR, CITY OF LEWISVILLE

ATTEST:

_____
CITY SECRETARY, CITY OF LEWISVILLE

APPROVED AS TO FORM:

_____
CITY ATTORNEY, CITY OF LEWISVILLE

EXHIBIT A

SAP AMENDMENT AND ASSESSMENT ROLL

(See attached)

EXHIBIT B

NOTICE OF PUBLIC HEARING

CITY OF LEWISVILLE
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Lewisville, Texas on August 21, 2017 at 7:00 p.m. at City Hall, 151 West Church Street, Lewisville, Texas 75057. The public hearing will be held to consider proposed assessments to be levied and increased against the assessable property in Lewisville Castle Hills Public Improvement District No. 6 (the "PID"), pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

General Nature of the Authorized Improvements: The general nature of the proposed public improvements to be provided by the PID, in phases, is the (i) acquisition, construction and improvement of water, wastewater or drainage facilities and improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing or rerouting streets, roadways or their rights-of-way; (iii) acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement; and (iv) payment of expenses incurred in the establishment, administration and operation of the PID and the costs of issuance or credit enhancement of any bonds issued by or on behalf of the PID.

The estimated cost to design, acquire and construct the Authorized Improvements for the PID is $136,000,000 and the total principal amount of the assessments to be levied by the PID is $1,360,000.

The boundary of the PID is located in the extraterritorial jurisdiction of the City and is described generally in Exhibit A below.

All written or oral objections will be considered at the public hearing.

A copy of the proposed Assessment Roll, which includes the assessments to be levied for Pubic Improvements against each parcel in the PID, is available for public inspection at the offices of the City Secretary, City of Lewisville, 151 West Church Street, Lewisville, Texas 75057.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE DISTRICT, this _____, 2017.

/s/ City Secretary

EXHIBIT A

[to follow]

DAVID
TAUSSIG
& ASSOCIATES, INC.

CITY OF LEWISVILLE
PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

AMENDED AND RESTATED
SERVICE AND ASSESSMENT PLAN

JULY 17, 2017

Public Finance
Public Private Partnerships
Urban Economics

MCKINNEY, TEXAS
NEWPORT BEACH, CALIFORNIA

TABLE OF CONTENTS

SECTION **PAGE**

I. INTRODUCTION 3

II. DEFINITIONS 4

III. IMPROVEMENT PLAN 6

IV. SERVICE PLAN 8

V. ASSESSMENT PLAN 11

EXHIBIT A – AMENDED AND RESTATED ASSESSMENT ROLL

I. INTRODUCTION

This Amended and Restated Public Improvement District Service and Assessment Plan (the "Amended and Restated SAP") for the Castle Hills Public Improvement District No. 6 (the "PID") is prepared pursuant to the Public Improvement District Act, being Chapter 372 of the Texas Local Government Code (the "PID Act") and in connection with the Joint Utility Contracts which as revised in 2017 (i) provide for the issuance of up to $136,000,000 (from $60,000,000) in bonds and (ii) necessitate the levy of $1,360,000 (from $600,000).

The Castle Hills Public Improvement District No. 6 (the "PID") was created by the City Council of the City of Lewisville (the "City") by Resolution No. 03989-05-2013 (the "Resolution") on May 6, 2013 to finance the costs of certain public improvements (the "Authorized Improvements") for the benefit of the property in the PID (the "Assessed Property"). The PID is located in the extraterritorial jurisdiction of the City. The PID contains approximately 386.3747 acres of undeveloped land planned for commercial mixed use and multifamily development. An Assessment/Service Plan (the "Plan") was prepared at the direction of the City, identifying the Authorized Improvements and their estimated costs, the manner of assessing the property in the PID for the costs of the Authorized Improvements, and the indebtedness to be incurred. Following a public hearing, the Plan was adopted by the City on August 18, 2014.

This Amended and Restated SAP is comprised of the following four parts:

- Definitions;
- Improvement Plan;
- Service Plan; and
- Assessment Plan.

II. DEFINITIONS

The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Amended and Restated SAP, the words "shall" and "will" are mandatory, and the word "may" is permissive.

"Annual Interest Installment" means, with respect to each Parcel, each annual payment of annual interest on the Assessment, as shown on the Assessment Roll attached hereto, and calculated as provided in Section V of this Amended and Restated SAP.

"Annual Service and Assessment Plan Update" means an annual update to the Service and Assessment Plan approved by the City pursuant to Section 372.013 of the PID Act.

"Assessed Property" means, for any year, Parcels within the PID upon which an Assessment has been levied.

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

"Assessment Ordinance" means Ordinance No. ____-__-2017 approved by the City on July 17, 2017 levying Assessments on the Lots within the PID.

"Bonds" mean all bonds secured by Contract Revenues and Assessments, issued by the City in one or more series.

"Contract Revenues" mean those revenues received by the City from District 1-H pursuant to the Joint Utility Contracts for the payment of debt service on the Bonds.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installments of an Assessment in accordance with 372.018(f) of the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorneys' fees to the extent permitted under Texas law.

"Joint Utility Contracts" means the 2008 Joint Utility Contract and 2008 Joint Road Contract among the City, Denton County Fresh Water Supply District No. 1-H ("District 1-H"), as amended, and the PID providing for the issuance of up to $136,000,000 in Bonds secured in part by Contract Revenues.

"Lot" means a tract of land described as a lot in a subdivision plat recorded in the Official Public Records of Denton County, Texas.

"Lot Type" means the type of Lot for purposes of allocation of special benefit.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements. Properties identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel are not assessed. If when Assessed Property is converted to Non-Benefited Property the Assessments may not be reallocated pursuant to the Assessment Plan herein because it would cause other landowners to bear an increased assessment, such property shall remain subject to the Assessments and shall prepay the Assessments as provided for the in this Amended and Restated Service and Assessment Plan prior to conversion to Non-Benefited Property.

"Parcel" means a parcel identified by either a tax map identification number assigned by the Denton County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County. Each Lot described herein is a separate Parcel.

"PID Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements that provide a special benefit to the Assessed Property and are allocated to the PID.

"Road Report" means the engineer's report dated August 21, 2015 covering certain roadways to be purchased, constructed, or otherwise acquired and constructed by District 1-H and the property, contract rights, rights of use, and interests in property to be purchased or otherwise acquired, as well as the estimated cost of all the foregoing.

"Subdivision Plat" means a subdivision plat recorded in the Official Public Records of Denton County, Texas and subdividing a tract of land within the PID into Lots for assessment and/or development purposes.

"Utility Report" means the engineer's report dated August 21, 2015 covering certain works, improvements, facilities, plants, equipment and appliances to be purchased, constructed, or otherwise acquired and constructed by District 1-H and the property, contract rights, rights of use, and interests in property to be purchased or otherwise acquired, as well as the estimated cost of all the foregoing.

III. IMPROVEMENT PLAN

The Authorized Improvements will be financed or reimbursed in part from the payment of the Assessments in periodic installments. The remainder of the Authorized Improvements not financed or reimbursed from Assessments will be financed or reimbursed by Contract Revenues.

A. DESCRIPTION OF AUTHORIZED IMPROVEMENTS

The Authorized Improvements include the following items:

1. WATER SYSTEM IMPROVEMENTS

The water system improvements will consist of (i) the construction of a water distribution and storage system, which benefits the PID, connecting to the Upper Trinity Regional Water District's water supply system and (ii) water contract rights.

2. WASTEWATER IMPROVEMENTS

The acquisition or construction of a wastewater collection system, which benefits the PID, connecting to the City's sanitary sewer collection and treatment system and (ii) wastewater contract rights.

3. DRAINAGE

The drainage improvements will consist of the acquisition or construction of a stormwater drainage and flood control system, which benefits the PID.

4. STREETS AND ROADWAYS

The acquisition or construction of streets or roadways and improvements thereto which benefits the PID.

B. ESTIMATED COST OF AUTHORIZED IMPROVEMENTS

The estimated total cost of the Authorized Improvements is $107,410,000. Table III-1 shows the estimated costs of the Authorized Improvements by category.

TABLE III-1

PUBLIC IMPROVEMENT DISTRICT NO. 5
(CASTLE HILLS)

ESTIMATED COSTS OF AUTHORIZED IMPROVEMENT BY CATEGORY

CATEGORY	ESTIMATED COST
WATER FACILITIES	$18,745,000
SEWER FACILITIES	$17,585,000
DRAINAGE FACILITIES	$36,550,000
STREET AND ROADWAY FACILITIES	$14,350,000
DESIGN, ENGINEERING & ADMINISTRATION	$9,049,000
CONTINGENCY	$11,131,000
PROJECTED TOTAL EXPENDITURES	$107,410,000

IV. SERVICE PLAN

This Service Plan is prepared pursuant to Section 372.013 of the PID Act which requires that an ongoing service plan defining the annual indebtedness and the projected costs of the Projects be submitted to the Council for review and approval. The service plan must cover a period of at least five (5) years and be updated annually.

A. PID BONDED INDEBTEDNESS

On August 18, 2014, the City issued Combined Contract Revenue and Special Assessment bonds in the aggregate amount of $8,510,000 (the "Series 2014 Bonds"). These included $7,310,000 of Utility System Bonds (the "2014 Utility Bonds") and $1,200,000 of Road System Bonds (the "2014 Road Bonds"). The Series 2014 Bonds are secured by Contract Revenues payable from Denton County Fresh Water Supply District No. 1-H ("District 1-H") pursuant to the 2008 Joint Utility Contract and 2008 Joint Road Contract between the City, Denton County Fresh Water Supply District No. 1-A ("District 1-A") and District 1-H, and by Assessments levied pursuant to the Plan, for the payment of debt service on the Bonds. Assessments have been levied in an amount equal to one percent (1%) of the total estimated principal amount of the Bonds. The sources and uses of funds for the Series 2014 Bonds are shown in Table IV-1 below.

TABLE IV-1

PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

SOURCES AND USES OF FUNDS
SERIES 2014 BONDS

SOURCES OF FUNDS	TOTAL	2014 UTILITY BONDS	2014 ROAD BONDS
PRINCIPAL AMOUNT OF BONDS	$8,510,000	$7,310,000	$1,200,000
ORIGINAL ISSUE DISCOUNT	($255,300)	($219,300)	($36,000)
CASH ADVANCE FROM DEVELOPER	$836,575	$716,575	$120,000
TOTAL SOURCES OF FUNDS	**$9,091,275**	**$7,807,275**	**1,284,000**
USE OF FUNDS			
IMPROVEMENT FUND	$7,700,000	$6,615,000	$1,085,000
DEBT SERVICE RESERVE FUND	$836,575	$716,575	$120,000
PLACEMENT AGENT'S FEES	$170,000	$146,200	$24,000
ISSUANCE COSTS	$384,500	$329,500	$55,000
TOTAL USES OF FUNDS	**$9,091,275**	**$7,807,275**	**1,284,000**

The City anticipates the issuance of additional Bonds in order to finance all, or a portion, of the Authorized Improvements (described in Section III above) that provide a special benefit to the assessed property within the PID. A five year projection of the anticipated phased issuance of PID bonds is shown in Table IV-2.

TABLE IV-2

PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

PROJECTED ANNUAL PID BOND ISSUANCE
AND
AGGREGATE INDEBTEDNESS

YEAR	NEW INDEBTEDNESS	AGGREGATE INDEBTEDNESS
2014	$8,510,000	$8,510,000
2015	$0	$8,510,000
2016	$0	$8,510,000
2017	$17,000,000	$25,510,000
2018	$0	$25,510,000
2019	$0	$25,510,000
PROJECTED TOTAL	**$25,510,000**	**N/A**

Table IV-3 on the following page shows the estimated sources and uses of the Bonds.

TABLE IV-3

PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

ESTIMATED SOURCES AND USES OF FUNDS
ALL AUTHORIZED IMPROVEMENTS

SOURCES OF FUNDS	TOTAL	FUNDED BY PID ASSESSMENTS	FUNDED BY CONTRACT REVENUES
UTILITY SYSTEM BOND PROCEEDS	$112,750,000	$1,127,500	$111,622,500
ROAD SYSTEM BOND PROCEEDS	$23,250,000	$232,500	$23,017,500
TOTAL SOURCES OF FUNDS	**$136,000,000**	**$1,360,000**	**$134,640,000**
USE OF FUNDS			
CONSTRUCTION COSTS:			
CONSTRUCTION FUNDS: UTILITY	$89,640,00	$896,400	$88,743,600
CONSTRUCTION FUNDS: ROAD	$17,770,000	$177,700	$17,592,300
SUB-TOTAL: ALL CONSTRUCTION FUNDS	**$107,410,000**	**$1,074,100**	**$106,335,900**
NON-CONSTRUCTION COSTS:			
LEGAL FEES	$2,720,000	$27,200	$2,692,800
UNDERWRITER'S FEES	$2,720,000	$27,200	$2,692,800
CAPITALIZED INTEREST	$13,260,000	$132,600	$13,127,400
LOC FEES AND CREDIT ENHANCEMENTS	$5,100,000	$51,000	$5,049,000
ORGANIZATION & ADDITIONAL ISSUANCE COSTS	$4,790,000	$47,900	$4,742,100
SUB-TOTAL: NON-CONSTRUCTION COSTS	**$28,590,000**	**$285,900**	**$28,304,100**
TOTAL USES OF FUNDS	**$136,000,000**	**$1,360,000**	**$134,640,000**

V. ASSESSMENT PLAN

Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. More specifically, the PID Act provides that the costs of the improvements may be assessed (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited.

A. METHOD OF ASSESSMENT

The City Council determined that the PID Costs should be allocated to the Assessed Property on the basis of the benefit received by each parcel, as reflected by the valuation methodology, without regard to which Authorized Improvements have been completed and installed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements allocated to the PID on Parcels similarly benefited. In determining the relative value of Parcels, the City Council has taken into consideration (i) the type, size and number of lots and commercial parcels; (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements. One Lot Type has been established: Lot Type A – Commercial/Multi-Family.

Total Assessments in the amount to $1,360,000, or one percent (1.00%) of the estimated $136,000,000 in Bonds, have been levied pursuant to this Amended and Restated SAP. This represents an increase of $760,000 in comparison to the Assessments levied under the Plan and reflects the additional benefit received from the public improvements described in the Utility Report and the Road Report. Assessments prepaid to-date equal $61,589.50 leaving a balance of $1,298,410.50. As shown in Table V-1 on the following page, the Assessment for Lot Type A Commercial/Multi-Family is $3,762.52 per acre.

TABLE V-1 PUBLIC IMPROVEMENT DISTRICT NO. 6 (CASTLE HILLS) ASSESSMENT BY LOT TYPE				
LOT TYPE	LOTS	ACRES	ASSESSMENT AMOUNT	TOTAL ASSESSMENTS
COMMERCIAL: LOT TYPE A – COMMERCIAL/MULTI-FAMILY				
OUTSTANDING ASSESSMENTS	N/A	345.0906	$3,762.52	$1,298,410.50
PAID ASSESSMENTS	N/A			$61,589.50
TOTAL				**$1,360,000.00**

B. TERMS OF THE ASSESSMENTS

1. AMOUNT OF ASSESSMENTS

The Assessment for each Parcel is shown on the Assessment Roll, and no Assessment shall be changed except as authorized by this Amended and Restated SAP or the PID Act. The Assessments shall not exceed the amount required to repay the portion of the principal amount of the Bonds payable from Assessments and shall be collected with interest in an amount to pay a portion of the principal and interest on the Bonds.

2. REDUCTION OF ASSESSMENTS

If after all Authorized Improvements have been constructed and acquired the actual PID Costs are less than the PID Costs used to calculate the Assessments, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessment for each Parcel shall be reduced by an equal percentage such that the sum of the resulting reduced Assessments for all Parcels equals the actual reduced PID Costs and such excess Bond proceeds shall be applied to redeem Bonds. The Assessments shall not be reduced to an amount less than the amount required to repay the portion of the outstanding Bonds secured by Assessments.

3. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE PID

a. UPON SUBDIVISION PRIOR TO RECORDING OF SUBDIVISION PLAT

Upon the subdivision of any Assessed Property without the recording of a Subdivision Plat, the Assessments shall be reallocated for the Assessed Property prior to the subdivision equally among the new subdivided Lots

by dividing the outstanding principal amount of the Assessments for each Parcel existing prior to the subdivision among the newly created Parcels based on the Lot Type of the newly created parcel. Newly divided Parcels that are categorized as Lot Type A will bear the Lot Type A assessment. The Assessment on the newly divided Parcels shall not exceed the Assessment amount for the applicable Lot Type. The City will approve an updated Assessment Roll in the Plan Update each year showing the reallocation of assessments.

The calculation of the estimated acreage by Lot Type shall be confirmed by the City Council in an update to the Assessment/Service Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and, to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an update to the Plan and Assessment Roll approved by the City Council.

b. UPON SUBDIVISION BY A RECORDED SUBDIVISION PLAT

Upon the subdivision of any Assessed Property by the recording of a Subdivision Plat, the Assessments shall be reallocated for the Assessed Property prior to the subdivision among the new subdivided Lots by dividing the outstanding principal amount of the Assessments for each Parcel existing prior to the subdivision among the newly created Parcels based on the Lot Type of the newly created parcel. Newly divided Parcels that are categorized as Lot Type A will bear the Lot Type A assessment. The City will approve an updated Assessment Roll in the Plan Update each year showing the reallocation of assessments.

The calculation of the estimated acreage by Lot Type shall be confirmed by the City Council in an update to the Assessment/Service Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an update to the Assessment/Service Plan and Assessment Roll approved by the City Council.

c. UPON CONSOLIDATION

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for an Assessed Property may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be calculated and reflected in an update to this Assessment/Service Plan and Assessment Roll approved by the City Council.

d. UPON CHANGE IN USE OR LOT TYPE

Upon a change in land use from commercial/multi-family to another land use and method of allocation of assessments, therefore from Lot Type A to a future lot type for Assessed Property pursuant to the Plan, the Assessments shall be reallocated for the Assessed Property upon the change in land use by assessing each new Lot created as a result of the change in use an Assessment equal to, but not to exceed, the $3,762.52 per acre assessment assessed for Lot Type A pursuant to the Amended and Restated SAP and issuing an updated Assessment Roll showing the reallocation of Assessments. Any acreage that is not divided into another lot type shall remain in Lot Type A and shall be assessed on a per acre basis. The amount of acreage in Lot Type A, new lot type and total Assessment for each Lot Type will then be revised accordingly in the next updated to the Amended and Restated Service SAP (an "Annual Service Plan Update").

The calculation of assessments and parcels by Lot Type shall be confirmed by the City Council in an Annual Service Plan Update. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and to the extent the reallocation of Assessments would cause the Assessment per acre to exceed the Lot Type A per acre amount pursuant to the Amended and Restated SAP, the amount exceeding the Assessments prior to the change in land use or subdivision of the Parcel shall be prepaid by such amount by the party requesting the change in land use or subdivision of the Parcel. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update and Assessment Roll approved by the City Council.

C. PAYMENT OF ASSESSMENTS

1. PAYMENT IN FULL OR IN PART

a. Pursuant to the provision of Section 372.018(f) of the Act, an Assessment may be prepaid at any time by paying the unpaid amount of the Assessment plus the interest accrued and penalties that have been imposed prior to the date of payment of the Assessment. An Assessment must be prepaid in full at the time an owner of a lot subject to the Assessment applies for a building permit to construct a structure on such lot and prior to the issuance of a certificate of occupancy for such lot. An Annual Interest Installment shall be billed in each year as reflected in the Assessment Roll.

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

c. Upon payment in full of an Assessment, the City shall deposit the payment in accordance with the applicable trust agreement for any Bonds; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Interest Installments thereof shall automatically terminate.

d. Once an Assessment is paid in full, the City is hereby authorized to grant a release relating to the Parcel subject to the Assessment. The form of such release shall be as determined by the City to comply with state law and shall effectuate the release of the City's lien on such Parcel subject to the Assessment upon payment in full of the Assessment.

2. PAYMENT IN ANNUAL INSTALLMENTS

Prior to the payment in full of any Assessment for a Parcel, Annual Interest Installments will be collected each year in the amounts shown in the Assessment Roll, which include interest on the outstanding Assessments. It is anticipated that the Denton County Tax Assessor/Collector or Denton County Fresh Water Supply District No. 1-H will bill and collect the Annual Interest Installments on behalf of the City of Lewisville. Payment of the Annual Interest Installments began with tax bills mailed in 2014.

Each Assessment shall bear interest of no more than the actual interest rate paid on the Bonds or, after issuance of multiple series of bonds, the interest on

Assessments shall be calculated as a weighted average of the interest paid on the Bonds. The Annual Interest Installments as levied shall be reduced to equal the actual costs of repaying the Bonds attributable to repayment from Assessments, when issued, taking into consideration any other available funds for these costs, such as interest income on account balances.

The Denton Tax Assessor/Collector or Denton County Fresh Water Supply District No. 1-H will invoice each owner of property for the Annual Interest Installment at the same time as the City's annual property tax bill, and the Annual Interest Installments shall be due and payable, and incur penalty and interest for unpaid Annual Interest Installments in the same manner as provided for the City's property taxes. Thereafter, subsequent Annual Interest Installments shall be due in the same manner in each succeeding calendar year until the Assessment together with interest as provided herein has been paid in full. Failure of an owner to receive an invoice for an Annual Interest Installment, either on the property tax bill or via a separate bill from the Denton County Fresh Water Supply District No. 1-H, shall not relieve the owner of the responsibility for the Assessment and Annual Interest Installment. Delinquent Assessments and Assessment Interest Installments shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Assessments and Annual Interest Installments to the extent permitted under the PID Act.

Assessments are personal obligations of the person owning the property assessed in the year an Assessment and/or Annual Interest Installment becomes due, and only to the extent of such Assessment and/or Annual Interest Installment. Any sale of property for nonpayment of the Assessment and/or Annual Interest Installments shall be subject to the lien established for the remaining unpaid Assessment and Annual Interest Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Assessment and/or Annual Interest Installments against such property as they become due and payable.

If a Parcel or portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the District the full amount of the Assessment, plus all interest due thereon, for such Parcel or portion thereof prior to any such transfer or act.

If an Annual Interest Installment has been billed prior to payment in full of an Assessment, the Annual Interest Installment shall be due and payable and, as applicable, shall be credited against the payment-in-full amount. Upon payment in full of an Assessment and all interest on the Assessment to the date of payment in full, the City shall deposit the payment to a separate account whereupon, the

Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Interest Installments thereof shall automatically terminate. The principal amount of the Annual Interest Installments may not exceed the principal amounts shown on the Assessment Roll as finally adopted by the City.

D. UPDATE OF ASSESSMENT ROLL

The Assessment Roll is to be updated each year to reflect (i) the Assessments and Annual Interest Installments for each Parcel in the PID and (ii) prepayments of the Assessments, if any. The Assessments in the Assessment Roll reflect the number and type of lots and acreage projected for each Parcel as shown in the Amended and Restated SAP. Assessments totaling $61,589.50 have been prepaid. The Amended and Restated Assessment Roll is attached as Exhibit A.

EXHIBIT A

CITY OF LEWISVILLE
PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

AMENDED AND RESTATED ASSESSMENT ROLL

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6

ASSESSMENT ROLL

												ASSESSMENT AND PRIOR YEARS' ANNUAL INTEREST INSTALLMENT SUMMARY						2017 INTEREST INSTALLMENT DETAIL						
												ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE FOR ANNUAL INTERST PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	OWNER	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES AFTER AMENDED & RESTATED ASSESSMENT	ACRES PRIOR TO AMENDED & RESTATED ASSESSMENT	ESTIMATED ROW ACRES	ASSESSMENT CATEGORY	BUILDING PERMIT DATE	AMENDED & RESTATED ASSESSMENT	ASSESSMENT PAID	ASSESSMENT BALANCE	INTEREST PAYABLE [1]	TOTAL INTEREST PAID	REMITTANCE TO TRUSTEE (SHORTFALL)/ OVERAGE	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	REMITTANCE TO TRUSTEE (SHORTFALL)/ OVERAGE
17573	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			1	SH 121 & Crider Rd	19.0050	19.0050	0.0000	LOT TYPE A		$71,506.70	$0.00	$71,506.70	$4,428.45	$4,428.45	$0.00				1/1/2017	360	$1,918.46	($1,918.46)
17577	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			2	Crider Rd	3.7100	3.7100	0.0000	LOT TYPE A		$13,958.95	$0.00	$13,958.95	$864.49	$864.49	$0.00				1/1/2017	360	$374.51	($374.51)
17843	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			4	FM 544, Crider Rd & Parker Rd	130.5596	131.2749	0.7153	LOT TYPE A		$491,233.23	$0.00	$491,233.23	$30,588.97	$30,588.97	$0.00				1/1/2017	360	$13,251.54	($13,251.54)
17849	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			3	SH 121 & FM 544	44.2271	44.2271	0.0000	LOT TYPE A		$166,405.38	$0.00	$166,405.38	$10,305.56	$10,305.56	$0.00				1/1/2017	360	$4,464.50	($4,464.50)
20194	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			2	Crider Rd	0.1742	0.1742	0.0000	LOT TYPE A		$655.43	$0.00	$655.43	$40.58	$40.58	$0.00				1/1/2017	360	$17.58	($17.58)
136338	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11	FM 544	2.8102	2.8102	0.0000	LOT TYPE A		$10,573.44	$0.00	$10,573.44	$654.83	$654.83	$0.00				1/1/2017	360	$283.68	($283.68)
155133	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11C		0.1148	0.1148	0.0000	LOT TYPE A		$431.94	$0.00	$431.94	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
155134	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11D		0.1148	0.1148	0.0000	LOT TYPE A		$431.94	$0.00	$431.94	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
160695	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11E	FM 544	0.1148	0.1148	0.0000	LOT TYPE A		$431.94	$0.00	$431.94	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
179553	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11F	FM 544	0.1148	0.1148	0.0000	LOT TYPE A		$431.94	$0.00	$431.94	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
179554	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11G	FM 544	0.1148	0.1148	0.0000	LOT TYPE A		$431.94	$0.00	$431.94	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
182419	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11B		0.1148	0.1148	0.0000	LOT TYPE A		$431.94	$0.00	$431.94	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
308831	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			1A		18.0747	18.0747	0.0000	LOT TYPE A		$68,006.43	$0.00	$68,006.43	$4,211.67	$4,211.67	$0.00				1/1/2017	360	$1,824.55	($1,824.55)
309088	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			3C, 4A		60.7199	60.7199	0.0000	LOT TYPE A		$228,459.88	$0.00	$228,459.88	$14,148.63	$14,148.63	$0.00				1/1/2017	360	$6,129.37	($6,129.37)
309089	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			7		0.6600	0.6600	0.0000	LOT TYPE A		$2,483.26	$0.00	$2,483.26	$153.78	$153.78	$0.00				1/1/2017	360	$66.62	($66.62)
309092	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11I	2151 Parker Rd	10.4073	11.2920	0.8847	LOT TYPE A		$39,157.63	$0.00	$39,157.63	$2,631.20	$2,631.20	$0.00				1/1/2017	360	$1,139.87	($1,139.87)
523338	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			1B		21.3317	21.3317	0.0000	LOT TYPE A		$80,260.96	$0.00	$80,260.96	$4,970.60	$4,970.60	$0.00				1/1/2017	360	$2,153.33	($2,153.33)
619774	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			1B		0.2750	0.2750	0.0000	LOT TYPE A		$1,034.69	$0.00	$1,034.69	$64.08	$64.08	$0.00				1/1/2017	360	$27.76	($27.76)
634181	MULTI-FAMILY/COMMERCIAL	SWC 121 / 423 LP		A	4	E SH 121	1.2477	1.2477	0.0000	LOT TYPE A		$4,694.50	$0.00	$4,694.50	$290.73	$290.73	$0.00				1/1/2017	360	$125.95	($125.95)
634191	MULTI-FAMILY/COMMERCIAL	SWC 121 / 423 LP		A	3	E SH 121	2.2503	2.2503	0.0000	LOT TYPE A		$8,466.80	$0.00	$8,466.80	$524.36	$524.36	$0.00				1/1/2017	360	$227.16	($227.16)
634182	MULTI-FAMILY/COMMERCIAL	SWC 121 / 423 LP		A	5	E SH 121	0.9791	0.9791	0.0000	LOT TYPE A		$3,683.88	$0.00	$3,683.88	$228.15	$228.15	$0.00				1/1/2017	360	$98.84	($98.84)
121768	MULTI-FAMILY/COMMERCIAL	BRAZOS ELECTRIC POWER COOP			11A	FM 544	1.8730	1.8730	0.0000	LOT TYPE A		$7,047.20	$0.00	$7,047.20	$436.44	$436.44	$0.00				1/1/2017	360	$189.07	($189.07)
172236	MULTI-FAMILY/COMMERCIAL	TEXAS UTILITIES ELECTRIC CO			3A		26.0970	26.0970	0.0000	LOT TYPE A		$98,190.50	$0.00	$98,190.50	$6,080.98	$6,080.98	$0.00				1/1/2017	360	$2,634.36	($2,634.36)
652758	MULTI-FAMILY/COMMERCIAL	DISCOVERY	1	A	1	Windhaven Pkwy	20.3720	20.3720	0.0000	LOT TYPE A	11/5/2014	$31,637.72	$33,039.11	($1,401.39)	$314.18	$314.18	$0.00				1/1/2017	0	$0.00	$0.00
652760	MULTI-FAMILY/COMMERCIAL	BRECO LANDS	1	A	3	Windhaven Pkwy	0.6431	0.6431	0.0000	LOT TYPE A	11/5/2014	$998.73	$1,042.97	($44.24)	$9.92	$9.92	$0.00				1/1/2017	0	$0.00	$0.00
675305	MULTI-FAMILY/COMMERCIAL	BRECO LANDS	1	A	2R-1	Windhaven Pkwy	0.8960	0.8960	0.0000	LOT TYPE A	11/5/2014	$1,391.49	$1,453.12	($61.64)	$13.82	$13.82	$0.00				1/1/2017	0	$0.00	$0.00
675306	MULTI-FAMILY/COMMERCIAL	BRECO LANDS	1	A	2R-2	Windhaven Pkwy	1.3610	1.3610	0.0000	LOT TYPE A	11/5/2014	$2,113.63	$2,207.26	($93.62)	$20.99	$20.99	$0.00				1/1/2017	0	$0.00	$0.00
N/A	N/A	RIGHT-OF-WAY SHORTFALL	N/A	N/A	N/A	RIGHT-OF-WAY SHORTFALL	0.0000	16.4120	0.0000	LOT TYPE A	6/12/2017	$25,447.93	$25,447.93	$0.00	$4,558.02	$4,558.02	$0.00				1/1/2017	0	$0.00	$0.00
GRAND TOTAL							368.3627	386.3747	1.6000			$1,360,000.00	$63,190.39	$1,296,809.61	$85,700.92	$85,700.92	$0.00							

[1] Interest Payable includes annual interest through 2016.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: July 6, 2017

SUBJECT: **Consideration of an Ordinance Approving the Amended and Restated 2016 Joint Utility Contract Between the City of Lewisville, Texas, Denton County Fresh Water Supply District No. 1-A and Denton County Fresh Water Supply District No. 1-F (The "Amended Joint Utility Contract") Providing For Severability; Providing a Repealer; Providing an Effective Date; and Declaring an Emergency.**

BACKGROUND

Chapter 372 of the Local Government Code authorizes the creation of Public Improvement Districts (PIDs) to provide a tool by which a city can levy and collect special assessments on property that is within the city or within the city's extraterritorial jurisdiction (ETJ) for designated purposes including the construction of street and water/wastewater improvements. In 1996, the city entered into a development agreement with Denton County Fresh Water Supply Districts (DCFWSD) No. 1-A and No. 1-B and Bright Farm Partnerships to create PIDs to provide the financing necessary for infrastructure development in the city's ETJ.

Since the approval of the 1996 agreement, DCFWSD 1-A divided into additional districts—1-C, 1-D, 1-E, 1-F, 1-G and 1-H with PIDs being approved by the City Council for all the districts except 1-A.

Combination Contract Revenue and Special Assessment bonds have been issued in the districts which are paid via property tax collections in the respective district (an assessment on property owners in the districts would only occur if tax collections were insufficient to cover debt payments). These bonds are the financing mechanism for infrastructure improvements.

ANALYSIS

A Joint Utility Contract (JUC) has been authorized, executed and implemented in accordance with the provisions of Chapters 49, 51, and 53 of the Texas Water Code between DCFWSD 1-A and 1-F and the City of Lewisville. A joint contract provides the provisions for construction, financing, ownership, and operations within a district between public or private entities. The City approved the contract on January 7, 2008 in order to implement the provisions of the PID No. 4 Service and Assessment Plan and proceed with the financing of utility infrastructure improvements within the District.

During discussions with the Attorney General's Office (AG) last year concerning the possible upcoming refunding of bonds, the AG's opinion was that PID No. 4 did not have sufficient remaining authority and would have to limit the amount of bonds they could refund. In order to issue more refunding bonds, the District held an election on November 16, 2016 to clarify the refunding bond authority and approve an amended JUC. Voters approved refunding bond authority of $35M and the amended JUC. The amended JUC is now being submitted to City Council for approval.

RECOMMENDATION

It is City staff's recommendation that the City Council consider approval of the ordinance as stated in the caption above.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §

COUNTIES OF DENTON AND DALLAS §

CITY OF LEWISVILLE §

I, the undersigned City Secretary of the City of Lewisville, Texas, hereby certify as follows:

1. The City Council of the City of Lewisville, Texas convened in a regular session on _____, 2017 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas (the "Meeting"), and the roll was called of the duly constituted Council Members of the City of Lewisville, Texas to-wit:

Rudy Durham	Mayor
Brent Daniels	Mayor Pro-Tem
Brandon Jones	Deputy Mayor Pro-Tem
TJ Gilmore	Council Member
R. Neil Ferguson	Council Member
Bob Troyer	Council Member

And all of the persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting:

> AN ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS APPROVING THE AMENDED AND RESTATED 2016 JOINT UTILITY CONTRACT BETWEEN THE CITY OF LEWISVILLE, TEXAS, DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-A, AND DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-F (THE "AMENDED JOINT UTILITY CONTRACT"); PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

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

Aye: _____ No: _____

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing

paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The City Council has approved the aforementioned attached Ordinance and the Mayor and the City Secretary of the City of Lewisville have duly signed the Ordinance; and that the City Secretary hereby declares that the attached Ordinance is a true and correct copy of the Ordinance for all purposes.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

SIGNED AND SEALED this _____, 2017.

_____
Julie Heinze, City Secretary
City of Lewisville

[City Seal]

SIGNATURE PAGE TO SECRETARY'S CERTIFICATE

ORDINANCE NO. _____-2017

AN ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS APPROVING THE AMENDED AND RESTATED 2016 JOINT UTILITY CONTRACT BETWEEN THE CITY OF LEWISVILLE, TEXAS, DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-A AND DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-F (THE "AMENDED JOINT UTILITY CONTRACT"); PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

RECITALS

WHEREAS, a petition was submitted to the governing body of the City of Lewisville, Texas (the "City" or "Lewisville") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "Code"), requesting the creation of a public improvement district over an area to be known as Lewisville Castle Hills Public Improvement District No. 4 (the "P.I.D.");

WHEREAS, the petition contained the signatures of owners of property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment within the P.I.D. as determined by the current roll of the Denton County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable property that is liable for assessment by the P.I.D;

WHEREAS, the governing body of the City conducted a hearing on the advisability of creating the P.I.D. on April 2, 2007, after giving notice of the hearing in accordance with the requirements of the Code;

WHEREAS, on May 6, 2013, the governing body of the City passed and approved Resolution No. 3433-04-2007R making certain findings in connection with the P.I.D., relating to the advisability of improvements and services, the nature of the improvements and services, the estimated cost of the improvements and services, the boundaries of the P.I.D., the method of assessment and the apportionment of costs between the P.I.D. and the City, authorizing the creation of the P.I.D., and making and directing the publication of notice of the authorization and creation of the P.I.D;

WHEREAS, such authorization took effect on April 11, 2007, the date on which notice of the creation of the P.I.D. was published in the Colony Courier/Lewisville Leader, a newspaper of general circulation in the extraterritorial jurisdiction of the Issuer;

WHEREAS, the governing body of the City approved and adopted a Preliminary Assessment/Service Plan and a Proposed Assessment Roll, directed that the Proposed

Assessment Roll be filed with the Secretary of the governing body of the City for public inspection as required by the Code, and directed that a hearing be held at which the governing body of the City would consider approving the Preliminary Assessment/Service Plan and the Proposed Assessment Roll of the P.I.D., respectively, and assessing assessments payable at the time and at the rate and in the amount proposed in the Preliminary Assessment/Service Plan against each parcel of property in the P.I.D. as set forth in the Proposed Assessment Roll, and directed the Secretary of the governing body of the City to give notice of the hearing in the manner required by the Code;

WHEREAS, the governing body of the City conducted a final hearing on May 21, 2007, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment/Service Plan, the Assessment Roll, and each proposed assessment, and offer testimony pertinent to any issue presented on the amount of the assessment, purpose of the assessment, special benefit of the assessment, and the penalties and interest on annual installments and on delinquent annual installments of the assessment;

WHEREAS, the governing body of the City closed the hearing, and after considering all evidence presented at the hearing, both written and documentary, and all written comments and statements filed with the City, adopted Ordinance No. 3448-05-2007(R), dated May 21, 2007, by which the governing body of the City approved an Assessment/Service Plan and an Assessment Roll for the Lewisville Castle Hills Public Improvement District No. 4 and levied special assessments against property within the P.I.D., subject to the provisions of the Original Joint Utility Contract (as defined herein);

WHEREAS, the governing body of the City conducted a final hearing on January 7, 2008, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest a supplemental assessment pursuant to the Assessment/Service Plan, the Assessment Roll, and each proposed assessment, and offer testimony pertinent to any issue presented on the amount of the assessment, purpose of the assessment, special benefit of the assessment, and the penalties and interest on annual installments and on delinquent annual installments of the assessment;

WHEREAS, the governing body of the City closed the hearing, and after considering all evidence presented at the hearing, both written and documentary, and all written comments and statements filed with the City, adopted Ordinance No. 3528-01-2008(R), dated January 7, 2008, by which the governing body of the City approved a supplemental assessment pursuant to the Assessment/Service Plan and an Assessment Roll for the Lewisville Castle Hills Public Improvement District No. 4 and levied special assessments against property within the P.I.D., subject to the provisions of the Original Joint Utility Contract (as defined herein);

WHEREAS, Denton County Fresh Water Supply District No. 1-F (the "District") and the City are authorized by Chapters 49 and 51 of Texas Water Code, as amended, to enter into

contracts for the provision of the facilities, improvements and services which the District has lawful authority to provide and to cover the expenses necessary to administer, maintain and operate the improvements and facilities;

WHEREAS, under Section 51.149 of the Texas Water Code, said contract needs no approval other than approval by a majority of the electors voting at an election conducted in the manner of a bond election in order for the contract between the District and the City to be valid, binding, and enforceable against all parties to the contract;

WHEREAS, under Section 49.108 of the Texas Water Code and subject to any Constitutional limitations, said contract may be modified or amended by the District without voter approval;

WHEREAS, on May 12, 2007, the District conducted elections which authorized the issuance of bonds and refunding bonds and approved the Joint Utility Contract and the imposition of an annual tax on all taxable property within the boundaries of the District, unlimited in rate or amount, sufficient to make payments a Joint Utility Contract (the "Original Joint Utility Contract");

WHEREAS, the provisions of the Original Joint Utility Contract were authorized and made effective as of January 7, 2008;

WHEREAS, the City, Denton County Fresh Water Supply District No. 1-A ("District 1-A") and the District have determined that it is in the best interest of each such party to amend and restate the Original Contracts in accordance with the provisions of Chapters 49, 51 and 53 of the Texas Water Code, and such changes are reasonable modifications thereto;

WHEREAS, the District approved such modifications in an amendment and restatement of the Original Joint Utility Contract (the "Amended Joint Utility Contract") pursuant to an order of the Board of Directors of the District on September 22, 2016;

WHEREAS, the Joint Utility Contract requires the District to impose an ad valorem tax on all property within the District, without limit as to rate or amount, sufficient to make payments under the Joint Utility Contract to support the issuance by Lewisville of up to $32,000,000 total principal amount of obligations to acquire Additional Facilities (as defined in the Joint Utility Contract) ("New Money Bonds") and up to $35,000,000 total principal amount of obligations to refund the New Money Bonds (collectively, the "P.I.D. No. 4 Bonds") in accordance with Section 372.001, et seq., Texas Local Government Code, Article XVI, Section 59 of the Texas Constitution, and Chapters 49, 51 and 53 of the Texas Water Code;

WHEREAS, on November 8, 2016, the District conducted elections which authorized the issuance of bonds and refunding bonds and approved the Amended Joint Utility Contract and the imposition of an annual tax on all taxable property within the boundaries of the District,

unlimited in rate or amount, sufficient to make payment under the Amended Joint Utility Contract (the "Utility Contract Tax");

WHEREAS, the Utility Contract Tax was approved by the voters within the District at an election conducted within the District on November 8, 2016;

WHEREAS, the City has previously issued the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "2008 Bonds") in the aggregate principal amount of $20,000,000 pursuant to the Original Joint Utility Contract;

WHEREAS, the City has previously issued the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "2011 Utility Bonds") in the aggregate principal amount of $2,965,000 pursuant to the Original Joint Utility Contract;

WHEREAS, the City has previously issued the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "2011 Road Bonds" and, together with the 2011 Utility Bonds, the "2011 Bonds") in the aggregate principal amount of $5,355,000 pursuant to the Original Joint Utility Contract;

WHEREAS, the City has previously issued the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 4) (the "2014 Bonds"), in the aggregate principal amount of $3,680,000 pursuant to the Original Joint Utility Contract;

WHEREAS, the City intends to issue its Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "2017 Bonds") secured a pledge of special assessments and contract revenues received pursuant to the Amended Joint Utility Contract;

WHEREAS, in connection with the issuance of the 2017 Bonds, the City will approve amendments to the 2008 Trust Agreement pursuant to which the 2008 Bonds, the 2011 Bonds, and the 2014 Bonds were issued and the 2017 Bonds will be issued to provide that the 2008 Bonds, the 2011 Bonds, and the 2014 Bonds and the 2017 Bonds will be secured by revenues provided under the Amended Joint Utility Contract;

WHEREAS, the City now desires to approve the Amended Joint Utility Contract;

WHEREAS, the terms and conditions of the 2017 Bonds and the pledge of the Contract Revenues pursuant to and derived from the Amended Joint Utility Contract which are authorized to be collected on an annual basis while any of the 2017 Bonds remain Outstanding and revenues

derived from Special Assessments will be controlled by the provisions of the Bond Ordinances, the Assessment/Service Plans and Sections 372.025 and 372.026 of the Act;

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

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

Section 1. Findings.

That the recitals and findings in the preamble of this Ordinance are hereby found and determined to be true and correct.

Section 2. Joint Utility Contract.

The Amended Joint Utility Contract, in the form attached as Exhibit "A", is hereby approved.

Section 3. Severability.

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

Section 4. Effective Date.

The Amended Joint Utility Contract is hereby approved and shall take effect as of the date provided therefor in Section 12.02 of the Amended Joint Utility Contract.

Section 5. Emergency.

It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full force and effect from and after its passage and approval.

Section 6. Repealer.

Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

PASSED AND APPROVED this _____, 2017.

_____
Mayor, City of Lewisville

ATTEST:

_____
City Secretary, City of Lewisville

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney, City of Lewisville

SIGNATURE PAGE TO ORDINANCE

EXHIBIT A

AMENDED JOINT UTILITY CONTRACT

AMENDED AND RESTATED
2007 JOINT UTILITY CONTRACT

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON	§	

THIS AMENDED AND RESTATED 2007 JOINT UTILITY CONTRACT (the "Contract")is executed pursuant to the authority granted by Sections 51.149, 49.108, 53.029, et seq., Water Code, by and between the City of Lewisville, Texas (the "Issuer" or "Lewisville") a home rule city organized, created and established pursuant to Article XI, Section 5 of the Constitution of the State of Texas, Denton County Fresh Water Supply District No. 1-F ("District No. 1-F") and Denton County Fresh Water Supply District No. 1-A ("District No. 1-A"), political subdivisions of the State of Texas created and operating under Article XVI, Section 59 and Article III, Section 52 of the Constitution of the State of Texas, to take effect as of the date on which all parties have executed this Contract.

WHEREAS, at an election conducted on January 17, 1983, the voters within the boundaries of Denton County Fresh Water Supply District No. 1 ("District No. 1") approved the creation of District No. 1 and elected the governing body of District No. 1;

WHEREAS, on August 8, 1987, the voters within District No. 1 approved an election by which District No. 1 was authorized to assume the rights, authority, privileges and functions of a road district under Article III, Section 52(b)(3) of the Texas Constitution, in the manner provided by Section 53.029(c) of the Texas Water Code;

WHEREAS, at the same election on August 8, 1987, the voters within District No. 1 authorized District No. 1 to purchase, construct, acquire, own, operate, repair, improve and extend sanitary sewer systems to control wastes;

WHEREAS, on December 21, 1993, following a hearing conducted in accordance with Sections 51.040 through 51.044 of the Texas Water Code, as amended, the governing body of District No. 1 adopted an Order Setting Out Findings On Conversion And Ordering Conversion To A Water Control And Improvement District by which District No. 1 converted into a district operating under Chapter 51 of the Texas Water Code, and exercising all the powers, authority, functions and privileges provided in Chapter 51 and District No. 1 specifically reserved in the manner specified in Section 51.044 of the Texas Water Code, the powers then specified in Sections 53.029, 53.030 through 53.035, 53.037 through 53.041, 53.111, 53.112, 53.121 and 53.125 of the Texas Water Code, as amended from time to time;

WHEREAS, District No. 1 entered into a contract with the Upper Trinity Regional Water District, by which District No. 1 will receive a supply of potable fresh water for all areas located within the boundaries of District No. 1;

WHEREAS, on May 7, 1994, the voters within District No. 1 approved an election authorizing District No. 1 to assess, levy and collect annual ad valorem taxes on all taxable property in District No. 1 in an unlimited amount to secure funds for maintenance purposes, including but not limited to, funds for planning, maintaining, repairing and operating all necessary plants, properties, facilities and improvements of District No. 1 and for proper services, engineering and legal fees, and operational and administrative expenses;

WHEREAS, pursuant to the specific authority retained by District No. 1 under Sections 53.029-53.035 and Sections 53.037-53.041 of the Texas Water Code, and granted to District No. 1 by Chapter 51 of the Texas Water Code, (I) on May 6, 1995, the voters within District No. 1 approved an election by which District No. 1 was divided into District No. 1-A and Denton County Fresh Water Supply District No. 1-B (hereinafter designated "District No. 1-B"), (ii) on August 9, 1997, the voters within District No. 1-A approved an election by which District No. 1-A was divided into District No. 1-A and Denton County Fresh Water Supply District No. 1-C (hereinafter designated "District No. 1-C"); on May 1, 1999, the voters within District No. 1-C approved an election on which District No. 1-C was divided into District No. 1-C and Denton County Fresh Water Supply District No. 1-D (hereinafter designated "District No. 1-D"); and on May 1, 1999, the voters within District No. 1-A approved an election by which District No. 1-A was divided into District No. 1-A and Denton County Fresh Water Supply District No. 1-E (hereinafter designated "District No. 1-E"); on November 5, 2002, the voters inside District No. 1-A approved an election by which District No. 1-A was divided into District No. 1-A and District No. 1-F. Districts Number 1, 1-A, 1-B, 1-C, 1-D, 1-E, and 1-F "Denton County Fresh Water Supply Districts";

WHEREAS, pursuant to authority granted to it by Chapter 49 and 51 of the Texas Water Code, as amended, District No. 1-F gave proper notice and conducted an Exclusion Hearing on the 19th day of December, 2006 and on such date, also added lands to the District and entered an Order Showing Exclusions, Adding Lands and Redefining Boundaries which accurately reflects the boundaries of District No. 1-F;

WHEREAS, pursuant to authority granted to it by Chapter 49 and 51 of the Texas Water Code, as amended, District No. 1-F gave proper notice and conducted an Exclusion Hearing on the 20th day of November, 2006 and on such date, also added lands to the District and entered an Order Showing Exclusions, Adding Lands and Redefining Boundaries dated December 19, 2006, which accurately reflects the boundaries of District No. 1-F;

WHEREAS, Lewisville has determined that it should grant its consent, to the extent permitted by law, to the District Boundary Changes of all Denton County Fresh Water Supply Districts (which, together with all of the division elections affecting the boundaries of the Denton County Fresh Water Supply Districts is hereby designated the "District Boundary Changes"), specifically the December 19, 2006 boundary changes to District No. 1-F;

WHEREAS, as of July 15, 1996, Lewisville, District No. 1-A and District No. 1-B entered into a Joint Utility Contract that provided in Section 2.08 thereof that Lewisville and District No. 1-A acknowledged and agreed that procedures substantially the same as those specified therein, including the creation of Lewisville Castle Hills Public Improvement District ("P.I.D. No. 1") over

the territory included within the boundaries of District 1-B, would be used for the orderly installation of similar facilities for all areas located within the boundaries of District No. 1-A, e.g. the area now within District No. 1-D (which is included within the boundaries of Lewisville Castle Hills Public Improvement District No. 2) and the area within District No. 1-E (which is included within the boundaries of Lewisville Castle Hills Public Improvement District No. 3) and now the area within District No. 1-F (which is included within the boundaries of Lewisville Castle Hills Public Improvement District No. 4);

WHEREAS, Lewisville exercised the authority granted to it by Section 372.001, et seq., Texas Local Government Code, and Resolutions No. 3433-04-2007 and No.3527-01-2008(R), authorizing the creation and correcting the boundaries of the Lewisville Castle Hills Public Improvement District No. 4 ("P.I.D. No. 4") over the territory included within the boundaries of District No. 1-F, and making certain findings as to the advisability of the improvements, the nature of the improvements, the method of assessment and the apportionment of the costs to P.I.D. No. 4;

WHEREAS, on May 21, 2007, Lewisville adopted Ordinance No. 3448-05-2007 (the "Original Assessment Ordinance") approving the Lewisville Castle Hills Public Improvement District No. 4 Assessment/Service Plan (the "Original Plan");

WHEREAS, after notice and hearing pursuant to Section 372.001 et seq, Texas Local Government Code, on January 7, 2008, Lewisville adopted Ordinance No. 3528-01-2008 (the "Supplemental Assessment Ordinance") approving a Lewisville P.I.D. No. 4 Supplemental Assessment / Service Plan (the "Supplemental Plan") (the Original Plan and the Supplemental Plan, collectively, the "Assessment / Service Plan");

WHEREAS, Lewisville, District No. 1-A and District No. 1-F determined that the authorization, execution and implementation of a 2007 Joint Utility Contract (the "Original Contract"), in accordance with the provisions of Chapters 49 and 51 of the Texas Water Code, was necessary and appropriate to implement the provisions of the Lewisville Castle Hills Public Improvement District No. 4 Assessment/Service Plan;

WHEREAS, the obligation of District No. 1-F to perform its duties under the Original Contract was subject to the one-time approval by the voters at an election to be held within District No. 1-F of a tax, unlimited as to rate or amount, sufficient to make the payments authorized by the Original Contract and to make payments on bonds issued by Lewisville (the "P.I.D. No. 4 Bonds") in accordance with Section 372.001, et seq., Texas Local Government Code, and Chapters 49 and 51 of the Texas Water Code, whether the proceeds of the P.I.D. No. 4 Bonds are to be used to acquire Additional Facilities or to refund P.I.D. No. 4 Bonds;

WHEREAS, the aforementioned tax was approved by the voters within District No. 1-F at an election conducted on May 12, 2007 and the provisions of the Original Contract were authorized;

WHEREAS, Lewisville, District No. 1-A, and District No. 1-F have determined that it is in the best interest of each such party to amend and restate the Original Contract in accordance with Section 4.03 and Article 11 of the Original Contract and Chapters 49 and 51 of the Texas Water

Code and that the changes from the Original Contract contained herein are reasonable modifications to the Original Contract suggested by the underwriter of the P.I.D. No. 4 Bonds, the rating agencies, the Attorney General of the State of Texas, and that such modification does not materially increase the obligations of Lewisville;

WHEREAS, no additional approval by the voters within District No. 1-F is necessary in connection with the amendment and restatement of the Original Contract or the performance by District No. 1-F of its duties and obligations hereunder inasmuch as such amendment or restatement does not change the obligation of District No. 1-F in such a manner as to change the obligation approved by the voters;

WHEREAS, the parties anticipate that District No. 1-A will have the right to acquire, own, operate, maintain and manage all of the Additional Facilities which are not acquired, owned, operated, maintained or managed by District No. 1-F, including, but not limited to, the Project-Wide Facilities (excluding facilities constructed by Lewisville with funds other than the funds derived from P.I.D. No. 4 Bonds);

WHEREAS, the parties hereto agree that the Additional Facilities are hereby declared not to be a part of Lewisville's System, as defined in Lewisville's ordinances which have authorized Lewisville's outstanding "Bonds Similarly Secured" (as herein defined);

WHEREAS, the P.I.D. No. 4 Bonds are to be paid from the special contract revenues to be received from District 1-F hereunder and special assessment revenues collected pursuant to the Lewisville Castle Hills Public Improvement District No. 4 Assessment/Service Plan, as may be amended from time to time, and not from revenues pledged to the payment of Lewisville's "Bonds Similarly Secured", whether the proceeds of the P.I.D. No. 4 Bonds are to be used to acquire Additional Facilities or to refund P.I.D. No. 4 Bonds; and

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, City of Lewisville, Denton County Fresh Water Supply District No. 1-A and Denton County Fresh Water Supply District No. 1-F hereby contract, covenant and agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01. RECITALS. The parties hereto contract, covenant and agree that all matters set forth in the recitals of this Contract are accurate and true, and Lewisville hereby consents to the District Boundary Changes of the Denton County Fresh Water Supply Districts and District No. 1-F set forth or referenced in this Agreement to the extent permitted by law.

SECTION 1.02. DEFINITIONS. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

(a) "Additional Castle Hills Drainage and Stormwater Control System" means the works, equipment, facilities and improvements for drainage, stormwater control, siltation prevention,

erosion control and conservation and reclamation of the soils and natural resources including, but not limited to, permits, licenses and interests in real property now owned or to be acquired or utilized to serve the area identified in **EXHIBIT "A"**, which is attached hereto and made a part hereof for all purposes.

(b) "Additional Castle Hills Facilities" means the Additional Castle Hills Drainage and Stormwater Control System, the Additional Castle Hills Road System, the Additional Castle Hills Sanitary Sewage Collection System and the Additional Castle Hills Water Delivery System which serve the area identified in **EXHIBIT "A"**.

(c) "Additional Castle Hills Road System" means the macadamized, graveled or paved roads or turnpikes, lateral roads, arterial roads, main feeder streets or internal streets which serve the area identified in **EXHIBIT "A"**.

(d) "Additional Castle Hills Sanitary Sewage Collection System" means the sanitary sewage collection system to be constructed or acquired or utilized to serve the area identified in **EXHIBIT "A"**, including the sanitary sewers, manholes, intercepting sewers, pumping works and all other plants, works and equipment for the collection and transportation of waste to the Project-Wide Sanitary Sewage Collection and Treatment System, together with all extensions thereof and additions thereto.

(e) "Additional Castle Hills Water Delivery System" means all or any part of the equipment, facilities, works and improvements to be constructed or acquired or utilized to receive water from the Project-Wide Water Supply and Delivery System and serve the area identified in **EXHIBIT "A"** including water mains, trunks, pumping works, interests in real property, and permit rights for the delivery of potable water to each residential or commercial connection.

(f) "Additional Facilities" means the Additional Castle Hills Facilities and additions to the Project-Wide Facilities, the total construction costs and other costs of which are $32,000,000, all as more specifically set forth in **EXHIBIT "B"**, which is attached hereto and made a part hereof for all purposes.

(g) "Board" or "Board of Directors" means and refers to the governing body of District No. 1-F, its successors and assigns.

(h) "Bond Ordinance" means and refers to any ordinance, resolution or trust indenture of Lewisville authorizing the issuance of P.I.D. No. 4 Bonds and providing for their security and payment, as amended from time to time as therein permitted.

(i) "Bonds" means P.I.D. No. 4 Bonds.

(j) "Bonds Similarly Secured" means any revenue bonds or other evidences of indebtedness issued, or to be issued, by Lewisville that are payable from and secured by a lien on and pledge of the net revenues of Lewisville's water and sewer system.

(k) "Commercial Connection" means any connection other than a Residential Connection.

(l) "Operation and Maintenance Expenses" means all costs and expenses incurred in, or allocable to, the operation and maintenance of the Additional Facilities, including, without limitation, wages and salaries, chemicals, the purchase of stores, materials and supplies, measuring meters, power, supervision, expenses of directors' meetings, legal fees, engineering fees, testing costs, costs of audits, expenses of establishing or maintaining any operating fund or construction fund, waste disposal charges or assessments, claims, insurance for property damage and tortious or contractual liability, contractual payments to Lewisville, District No. 1-A, the Upper Trinity Regional Water District, P.I.D. No. 4, or other persons for water, water treatment, sewage collection or treatment services or for the operation and maintenance of such other persons and all other items and expenses of a like or different nature reasonably required or desirable for the efficient maintenance and operation of the Additional Facilities in full compliance with all regulatory requirements and the performance of the provisions of this Contract; repairs and replacements of damaged, worn-out or obsolete parts; improvements and betterments to maintain or to cause to be maintained the Additional Facilities in proper operation to render adequate service and to comply fully with all regulatory requirements; the legal liability of District No. 1-A or District No. 1-F to pay money arising from an arbitration award or court decision creating a judgment; and the general and administrative expenses of District No. 1-A and District No. 1-F allocable to the operation and maintenance of the Additional Facilities.

(m) "Person" means any individual, public or private corporation, district, authority, political subdivision or other agency or entity of the State of Texas or the United States of America; the State of Texas or the United States of America; any incorporated city, town or village, whether operating under general law or under its home-rule charter; public improvement district; county development district; any other political subdivision of the State of Texas; and any co-partnership, association, firm, trust, estate or any other entity whatsoever.

(n) "Public Improvement District No. 2" or P.I.D. No. 2 means Lewisville Castle Hills Public Improvement District No. 2, its successors and assigns.

(o) "Public Improvement District No. 3" or P.I.D. No. 3 means Lewisville Castle Hills Public Improvement District No. 3, its successors and assigns.

(p) "Public Improvement District No. 4" or "P.I.D. No. 4" means Lewisville Castle Hills Public Improvement District No. 4, its successors and assigns.

(q) "P.I.D. No. 4 Bonds" means bonds, notes or other obligations issued by P.I.D. No. 4 or Lewisville pursuant to the authority of Chapter 372, Texas Local Government Code, and pursuant to, and limited in purpose and amount to, the terms of this 2007 Joint Utility Contract, and shall include bonds, notes and other obligations issued to pay the costs of the Additional Facilities or issued to refund such bonds, notes or other obligations.

(r) "Potable Water" means water that meets Federal and State standards for consumption by humans.

(s) "Project-Wide Drainage and Stormwater Control System" means the works, equipment, facilities and improvements constructed, maintained or operated by P.I.D. No. 1, P.I.D. No. 2, P.I.D. No. 3, P.I.D. No. 4, Lewisville, District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, District No. 1-G, or any successor or assign of District No. 1, for drainage, stormwater control, siltation prevention and control, erosion prevention, control and conservation and reclamation of the soils and natural resources, including but not limited to, permits, licenses, and interests in real property.

(t) "Project-Wide Facilities" means the Project-Wide Sanitary Sewage Collection and Treatment System, the Project-Wide Water Supply and Delivery System, the Project-Wide Drainage and Stormwater Control System and the Project-Wide Road System, the plans for all of which may be amended from time to time with the approval of the necessary parties.

(u) "Project-Wide Sanitary Sewage Collection and Treatment System" means the sanitary sewage collection system to be constructed by Lewisville and utilized by P.I.D. No. 1, P.I.D. No. 2, P.I.D. No. 3, P.I.D. No. 4, Lewisville, District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, District No. 1-G, or any successor or assign of District No. 1, including the sanitary sewers, manholes, intercepting sewers, pumping works and all other plants, works and equipment for the collection and transportation of waste of District No. 1-F or any territory ever within District No. 1 to Lewisville's Waste Disposal System (together with all extensions thereof and additions thereto), at which the sanitary sewage will be treated in accordance with the provisions of the contract with Lewisville.

(v) "Project-Wide Water Supply And Delivery System" means all or any part of the system and equipment for producing potable water which is to be owned, or constructed or operated by P.I.D. No. 1, P.I.D. No. 2, P.I.D. No. 3, P.I.D. No. 4, Lewisville or District No. 1-A or District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, District No. 1-G or any successor or assign to District No. 1 to provide potable water to District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, District No. 1-G or any area ever within District No. 1, and further includes any appurtenances or facilities used in connection therewith, including water mains, water trunks, pumping facilities, water treatment facilities, contract rights, water rights, permit rights, interests in real property and all storage facilities, including elevated storage tanks.

(w) "Regulatory Requirements" means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any regulatory authority, state, federal or other, having jurisdiction concerning drinking water standards, water quality standards, or the discharge of wastewater or effluent or otherwise having jurisdiction obtained by virtue of the acceptance of grants to finance capital costs of the Additional Facilities.

(x) "Residential Connection" means a structure designed for residential use which has sanitary conveniences and which is connected to the Additional Castle Hills Sanitary Sewage Collection System.

(y) "Service Area" means that territory or area depicted and outlined in **EXHIBIT "A"** hereto, as adjusted from time to time by District No. 1-F in cooperation with District No. 1-A and Lewisville.

(z) "Sewage" means the liquid and water carried waste discharged from sanitary conveniences of dwellings and building connected to a public sanitary sewer system.

(aa) "Sewage Services" means any wastewater collection, transportation, treatment, disposal or related services furnished or made available by the Additional Facilities.

(ab) "Trust Agreement" means the agreement by and among the City of Lewisville, Texas and Wells Fargo Bank, N.A. dated as of the 1st day of February, 2008 relating to $ 20,000,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Bonds Series 2008 and any additional bonds issued thereunder in an amount not to exceed $12,000,000 (excluding refunding Bonds) together with any and all amendments thereto.

(ac) "Waste" means sewage and commercial and industrial waste collected by a public sanitary sewer system, together with such infiltration water as may be present.

(ad) "Water Services" means the supply, treatment, transportation or related services furnished or made available by the Additional Facilities.

SECTION 1.03. HEADINGS, ETC. The titles and headings of the articles and sections of this Contract have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Contract or any provision hereof or in ascertaining intent, if any question of intent should arise. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

SECTION 1.04. INTERPRETATIONS. This Contract and all the terms and provisions hereof shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Contract. The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not author this Contract. Nothing in this Contract shall be construed to violate any State or Federal statutory provision or any provision of the State or Federal Constitutions and all acts done pursuant to this Contract shall be performed in such manner as to conform thereto whether expressly provided or not.

ARTICLE 2
DESIGNATION OF PROPERTY AND SERVICES

SECTION 2.01. Lewisville agrees that it will proceed, as promptly as practicable with the financing and acquisition, construction and utilization of the Additional Facilities, all in the manner hereinafter described, for the benefit of District No. 1-A, District No. 1-F, P.I.D. No. 4 and Lewisville. Lewisville agrees to pursue, as appropriate, the approvals necessary to issue $32,000,000 in principal amount of P.I.D. No. 4 Bonds to finance, acquire, construct, own or operate the Additional Facilities. The parties acknowledge that the first installment of P.I.D. No. 4 Bonds will be in the principal amount of approximately $20,000,000, the itemized use of proceeds of which are set forth in **EXHIBIT "C"**, which is attached hereto and made a part hereof for all purposes. Lewisville further agrees that it will proceed, as appropriate, with the issuance of bonds, notes or other obligations to refund the P.I.D. No. 4 Bonds and to pay all costs incident to the issuance of such refunding obligations. The form and terms of the bonds or other obligations issued by or entered into by P.I.D. No. 4 shall be as requested by the governing bodies of the Lewisville and District No. 1-F. To the extent any P.I.D. No. 4 Bonds, or any bonds, notes or other obligations issued to refund P.I.D. No. 4 Bonds will not have an investment grade rating from a nationally recognized securities rating service, the terms and provisions of such P.I.D. No 4 Bonds or refunding bonds must be approved by Lewisville or credit-enhanced in such a manner satisfactory to Lewisville. The parties agree that District No. 1-A shall have primary responsibility as Project Manager, as provided in Section 2.02 hereof, and shall perform its duties in accordance with the Agreement between certain of the parties dated April 1, 1996 ("the Agreement") in connection with the construction, acquisition and operation of the Project-Wide Facilities. District No. 1-A hereby covenants that it will make a diligent effort to design and to complete the Additional Facilities as soon as practicable. District No. 1-A shall designate the consulting engineers for the Additional Facilities, which Additional Facilities shall be constructed in accordance with plans and specifications prepared by the consulting engineers and approved by District No. 1-A and by Lewisville. Any changes or exceptions to the submitted plans and specifications, taken or suggested by Lewisville, shall be provided by Lewisville to District No. 1-A within ten (10) business days from the date they are submitted to Lewisville or the plans and specifications shall be deemed approved. After approval of the plans and specifications, there shall be no changes, modifications or amendments to the plans ad specifications which are deemed by the City to be material without the prior written consent of Lewisville, which consent will not be unreasonably withheld.

SECTION 2.02. District No. 1-A shall serve as Project Manager for the purpose of easement and facilities site negotiation and acquisition, as well as the purpose of inspection and supervision of the construction of the Additional Facilities. In addition, District No. 1-A shall serve as Project Manager for, and shall supervise the award and administration of the contracts for, the construction of the Additional Facilities. Lewisville shall cooperate with District No. 1-A in connection with the services of District No. 1-A as Project Manager. The construction of the Additional Facilities shall be performed in accordance with the Agreement.

SECTION 2.03. District No. 1-A shall enter into such contracts as may be necessary to provide for the acquisition, construction, financing or utilization of the Additional Facilities. Said contracts shall be approved and executed as required by Chapters 49, 51 and 53 of the Texas Water Code, as amended. Lewisville shall be given notice of and invited to attend all bid openings.

SECTION 2.04. District No. 1-A agrees that adequate water distribution, wastewater collection and treatment capacity, storm sewer and drainage capacity and road system capacity shall be reserved in the Project-Wide Facilities to accommodate the Additional Castle Hills Facilities.

SECTION 2.05. Lewisville agrees to proceed, as appropriate, with the issuance, in phases, totaling $32,000,000 in principal amount of Lewisville, Texas, Combination Contract Revenue and Special Assessment Capital Improvement Bonds (Castle Hills Project) P.I.D. No. 4 Bonds. Lewisville further agrees that it will proceed, as appropriate, with the issuance of such bonds, notes or other obligations to refund the P.I.D. No. 4 Bonds, and to pay all costs incident to the issuance of such refunding obligations, and any refunding of such bonds as, in the future, may be deemed advisable. In consideration of the issuance of P.I.D. No. 4 Bonds by Lewisville, and the payment from the proceeds of P.I.D. No. 4 Bonds of the costs set forth in **EXHIBIT "B"**, District No. 1-A and District No. 1-F agree to cooperate with Lewisville and P.I.D. No. 4 to implement the financing, construction, acquisition and operation of the Additional Facilities, including, but not limited to, the use of funds lawfully available to District No. 1-A for such purpose. The parties further agree that any funds which are lawfully available to P.I.D. No. 4 and not dedicated to the financing, acquisition, construction or utilization of the Additional Facilities, may be expended for any lawful purpose.

SECTION 2.06. In accordance with the provisions of Section 49.068 of the Texas Water Code, as amended, the parties agree that District No. 1-A, or its successors or assigns, and District No. 1-F, or its successors or assigns, shall have the right to acquire the Additional Facilities, or any portion of the Additional Facilities, at any time during the term of this Contract by paying to Lewisville the amount necessary to repay, redeem or defease P.I.D. No. 4 Bonds allocable to the Additional Facilities being acquired, together with all costs incident thereto. District No. 1-A or District No. 1-F, as the case may be, shall provide written notice to Lewisville of the exercise of this right no less than sixty (60) days prior to the closing of the transaction by which District No. 1-A or District No. 1-F, or their successors or assigns, acquires the Additional Facilities. Lewisville shall take the steps required by the terms of P.I.D. No. 4 Bonds to repay, redeem or defease P.I.D. No. 4 Bonds. Any acquisition under this section shall comply with procedures required by law.

SECTION 2.07. The parties acknowledge and agree that it is the responsibility of District No. 1-A and District No. 1-F to operate and maintain the Additional Facilities constructed pursuant to this Contract by District 1-A. The Operating and Maintenance Expenses of the Additional Facilities shall be borne by District No. 1-A or District No. 1-F and not Lewisville.

SECTION 2.08. Lewisville and District No. 1-A acknowledge and agree that procedures substantially the same as those specified herein and relating to the financing, construction and operation of the Additional Facilities will be used for the orderly installation of similar facilities for all areas currently located within the boundaries of District No. 1-A.

ARTICLE 3
DISTRICT'S AGREEMENT TO PROVIDE FUNDS TO REPAY P.I.D. NO. 4 BONDS

SECTION 3.01. In order to finance the repayment of P.I.D. No. 4 Bonds issued by Lewisville to pay the costs of the Additional Facilities or to pay the costs of refunding the P.I.D. No. 4 Bonds, District No. 1-F agrees to pay to Lewisville, an amount sufficient, on a cumulative basis, to repay not more than ninety percent (90%) of the original principal amount of P.I.D. No. 4 Bonds together with interest thereon (whether such P.I.D. No. 4 Bonds are issued to pay the costs of the Additional Facilities or to repay obligations issued to refund P.I.D. No. 4 Bonds), as they come due, together with such amounts as may be necessary to pay the costs and expenses incident thereto, issued by Lewisville to pay the costs and expenses of acquiring, constructing, financing or operating the Additional Facilities, including, without limitation, the cost of acquiring all rights-of-way, easements, and land therefor; the funding of all special funds created for the payment and security of P.I.D. No. 4 Bonds; financial advisor's fees; bond reserve fees; underwriter's discounts; reoffering fees; trustee's fees; registrar and paying agent's fees; bond counsel fees, fees of other legal counsel, rating agency fees, printing and other expenses incurred in connection with the sale and delivery of P.I.D. No. 4 Bonds; and an amount sufficient to provide for the payment of capitalized interest on the P.I.D. No. 4 Bonds for a period not to exceed two (2) years.

SECTION 3.02. Lewisville shall deliver a substantial draft of any Bond Ordinances, including any trust indenture authorized therein, to District No. 1-F, setting forth the principal amount and the maturity of P.I.D. No. 4 Bonds to be issued, the special funds created for the payment and security of P.I.D. No. 4 Bonds, the provisions related to the refunding, early retirement or defeasance of P.I.D. No. 4 Bonds, including provisions relating to the creation and establishment of a special escrow fund for the deposit of the proceeds of the sale of P.I.D. No. 4 Bonds; and the procedures to be followed for the disbursement or withdrawal of funds deposited in such accounts. The governing body of District No. 1-F and any other entity which would be obligated to make payments by the terms of the Bond Ordinance must approve the terms and conditions of the Bond Ordinance in order to be bound to pay the amounts required by this Contract, and such approval is a condition precedent to any obligation of Lewisville to issue and deliver any P.I.D. No. 4 Bonds or refunding bonds.

ARTICLE 4
PAYMENTS BY THE DISTRICT

SECTION 4.01. There is hereby levied, and following its approval of the Bond Ordinance in the manner set forth in Article III, District No. 1-F shall be committed each year to assess and collect a tax on all taxable property within the District, unlimited in rate or amount, in an amount sufficient to pay, on a cumulative basis, as further described in Section 4.02(b), not more than ninety percent (90%) of the original principal amount of P.I.D. No. 4 Bonds together with interest thereon, in the manner set forth in Section 4.02 hereof as well as paying agents' fees, bond reserve amount and fees or liquidity fees and other reasonable charges and expenses which may accrue each year in connection with the payment of P.I.D. No. 4 Bonds, and District No. 1-F shall promptly pay to Lewisville all amounts collected pursuant to this Section 4.01.

SECTION 4.02. Without in any manner diluting the obligation of District No. 1-F to pay to Lewisville, in accordance with Section 4.01 hereof, an annual amount sufficient to pay, on a cumulative basis, an amount not more than ninety percent (90%) of the original principal amount of

the P.I.D. No. 4 Bonds together with interest thereon as well as paying agents' fees, and other charges and expenses which may accrue each year in connection with the payment of P.I.D. No. 4 Bonds, the parties agree that the manner in which District No. 1-F's annual amount shall be calculated and paid shall be as follows:

(a) Lewisville shall, prior to the levy of taxes by District No. 1-F, calculate the total amount of the payments to be made by Lewisville pursuant to P.I.D. No. 4 Bonds in the twelve (12) months beginning on the following February 1, after the application of the available reserves established with the proceeds of such P.I.D. No. 4 Bonds and taking into consideration amounts then on deposit in the debt service fund , if any, for the P.I.D. No. 4 Bonds available to make such payments, and shall calculate the payment from the assessments on all assessable property within P.I.D. No. 4 which, if ninety-five percent (95%) of such assessments are collected in a timely fashion, would be sufficient to pay, on a cumulative basis, an amount not less than ten percent (10%) of the original principal amount of P.I.D. No. 4 Bonds together with interest thereon (the "Annual Payment"). Lewisville shall provide written notice to District No. 1-F of the calculation of the Annual Payment by September 1 of each year preceding the above-referenced February 1.

(b) Upon receipt of notification by Lewisville of the calculation of the Annual Payment, District No. 1-F shall assess and collect on all taxable property within its boundaries the tax levied pursuant to this Contract which, if ninety-five percent (95%) of such taxes are collected in a timely fashion, would be sufficient to pay to the holders of P.I.D. No. 4 Bonds an amount equal to the debt service requirement less any amount collected under the Annual Payment, but in no event to exceed, on a cumulative basis, ninety-percent (90%) of the original principal amount of the Bonds, together with interest thereon, as well as paying agents fee and other charges or expenses which may accrue each year in connection with the payment of P.I.D. 4 Bonds.

SECTION 4.03. The parties acknowledge and agree that the obligations of Lewisville under this Contract and the obligations of District No. 1-F to make the payments required by Article IV hereof were subject to the one-time approval by the voters within District No. 1-F of a tax, unlimited in rate or amount, to make the payments under this Contract. This approval was granted at an election conducted within District No. 1-F on May 12, 2007. The parties further agree to make reasonable modifications in this Contract as may be suggested by the underwriters of P.I.D. No. 4 Bonds, the rating agencies, the Attorney General of the State of Texas, or the issuers of any credit enhancement for the P.I.D. No. 4 Bonds, so long as the modifications do not materially increase the obligations of Lewisville under this Contract and so long as the modifications do not change the obligation of District No. 1-F in such a manner as to change the obligation as approved by the voters.

SECTION 4.04. For each year while P.I.D. No. 4 Bonds, or any part of the principal, premium (if any) or interest thereof, remain outstanding and unpaid, there shall be levied, assessed and collected by District No. 1-F in due time, form and manner, and there is hereby levied, a continuing direct annual ad valorem tax, without limit as to rate or amount on all taxable property within such District, at a rate from year to year sufficient to pay, on a cumulative basis, an amount equal to the debt service requirements on P.I.D. No. 4 Bonds less any amount collected under the Annual Payment, but in no event to exceed, on a cumulative basis, ninety percent (90%) of the original principal of P.I.D. No. 4 Bonds, together with interest thereon, and to create a sinking fund

for the payment of principal thereof, when due, and to pay the expenses of assessing and collecting such taxes, and to pay paying agents fees, bond reserve fees or obligations or other charges and expenses relating to the P.I.D. No. 4 Bonds all in the manner set forth in Section 4.02 hereof, provided, however, if any of the aforesaid amounts, have been prepaid as a result of a prepayment of assessments, then the amounts to be paid each year out of ad valorem taxes shall be adjusted accordingly to maintain said requirement that an amount not more than 90% of the original principal amount of the P.I.D. 4 Bonds, together with interest thereon be paid, on a cumulative basis, out of ad valorem taxes and to ensure that sufficient funds are available each year to pay the principal of, premium, if any, and interest on P.I.D. No.4 Bonds coming due in each such year. All proceeds from the collection of taxes levied as herein provided, except expenses incurred in assessment and collection, shall be paid into the debt service fund or such other funds as may be created by the Bond Ordinance. Nothing in this section shall affect the obligations of the District under the Agreement.

SECTION 4.05. The obligation of District No. 1-F to make the payments specified in this Article shall terminate at such time as:

(a) all P.I.D. No. 4 Bonds and all obligations relating there to have been paid in full and are no longer outstanding, or

(b) there is irrevocably deposited with the paying agent or trustee, as the case may be, in trust, Government Obligations, as hereinafter defined, certified by an independent public accounting firm of national reputation, which shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient funds to pay the principal of; redemption premium, if any, on and interest on all outstanding P.I.D. No. 4 Bonds to their respective due date or dates by reason of maturity, redemption or otherwise and all other obligations and fees relating to the P.I.D. No. 4 Bonds have been fully paid. "Government Obligations" as used herein shall mean direct obligations of the United States of America, including obligations, the principal of and interest on which are unconditionally guaranteed by the United States of America, and United States Treasury obligations such as its State and Local Government Series, which may be in book-entry form.

SECTION 4.06. The following payments shall be made by District No. 1-F in the manner specified in Section 4.02 hereof, for so long as any of P.I.D. No. 4 Bonds issued pursuant to this Contract (or other obligations relating to such P.I.D. No. 4 Bonds) are outstanding:

(a) Such amounts, payable semi-annually on or before the last business day prior to 90 days prior to the due date of each interest payment on P.I.D. No. 4 Bonds, as may be necessary to pay the principal and/or interest coming due on P.I.D. No. 4 Bonds on the next succeeding interest payment date;

(b) Such amounts, payable upon receipt of a statement therefor, as may be necessary to pay the fees and other costs and charges of the paying agent, registrar or trustee for paying or redeeming P.I.D. No. 4 Bonds coming due on such date;

(c) Such amounts, payable upon receipt of a statement therefor, as may be necessary to pay: (1) the actual cost of any special accounting audits required by any party to P.I.D. No. 4 Bonds; (2) any extraordinary or unexpected expenses or costs reasonably and necessarily incurred in connection with P.I.D. No. 4 Bonds and the Additional Facilities, such as expenses of litigation, if any; and (3) costs of special studies and special professional services, if and when required by any governmental directive or regulation or deemed appropriate by the District;

(d) Such amounts as may be necessary to make all payments into any special fund or reserve fund required to be established and/or maintained by the provisions of any Bond Ordinance;

(e) Such amounts as may be necessary to pay any deficiency in any fund or account required to be accumulated and/or maintained by the provisions of any Bond Ordinance;

(f) All Operation and Maintenance Expenses of the Additional Facilities that are actually incurred, if any, by Lewisville related to the Additional Facilities.

SECTION 4.07. The payments under and pursuant to this Article IV hereof are payable from and secured by an ad valorem tax, imposed by District No. 1-F, unlimited as to rate or amount, which District No. 1-F hereby levies and agrees to assess and collect upon all taxable property within District No. 1-F at the same time as other District No. 1-F taxes are levied, assessed and collected, all in the manner specified in Section 4.02 hereof.

SECTION 4.08. District No. 1-F agrees to establish and maintain any funds required by any Bond Ordinance authorizing the issuance of P.I.D. No. 4 Bonds and to pay those fees and expenses incurred in connection with the issuance of P.I.D. No. 4 Bonds and the construction of the Additional Facilities which are not paid from the proceeds of P.I.D. No. 4 Bonds except for costs and expenses incurred in the initial administration, establishment and operation of P.I.D. No. 4.

SECTION 4.09. District No. 1-F's obligation to make payments under this Contract are unconditional and not subject to off-set or counterclaim, and may be pledged by Lewisville to the repayment of P.I.D. No. 4 Bonds until the entire principal of, redemption premium, if any, and interest on P.I.D. No. 4 Bonds and other obligations, costs and fees relating to such P.I.D. No. 4 Bonds and other obligations, costs and fees relating to such P.I.D. No. 4 Bonds have been paid or provided for.

SECTION 4.10. District No. 1-F's obligation to make payments under this Contract constitute a general obligation of the District, for the faithful performance of which the full faith, credit and resources of District No. 1-F are hereby irrevocably pledged.

SECTION 4.11. In addition to all rights and remedies provided by the laws of the State of Texas, District No. 1-F covenants and agrees that in the event District No. 1-F defaults in the payment of any of the amounts required to be paid under this Contract when due, or defaults in the observance or performance of any of the covenants, conditions or obligations set forth in this Contract, Lewisville or any trustee for the owners of P.I.D. No. 4 Bonds shall be entitled to a writ of

mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Directors and other officers of District No. 1-F to observe and perform any covenant, obligation or condition prescribed in this Contract, all in the manner prescribed in the Bond Ordinance or Trust Agreement. No delay or omission to exercise any right or power accruing to Lewisville or any trustee for the owner of P.I.D. No. 4 Bonds upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient.

SECTION 4.12. Under no circumstance shall Lewisville be obligated to make any payment related to P.I.D. No. 4 Bonds or the Additional Facilities from any source other than the payments by District No. 1-F under this Contract and the Assessments collected pursuant to the P.I.D. No. 4 Assessment/Service Plan, as it may be supplemented.

ARTICLE 5
INSURANCE

SECTION 5.01. During such time as District No. 1-A, District No. 1-F or their respective contractors engage in construction work in relation to the Additional Facilities, each of said Districts agrees to require all contractors performing such work to provide adequate insurance in relation to the Additional Facilities and the work being performed as is usually carried by contractors constructing like properties and also to require all contractors to carry worker's compensation insurance.

ARTICLE 6
CONDITIONS PRECEDENT

SECTION 6.01. The obligation of District No. 1-A to acquire and/or construct the Additional Facilities shall be conditioned upon the following:

(a) Approval of the Additional Facilities by any and all other local, state or federal agencies having jurisdiction; and

(b) Sale of P.I.D. No. 4 Bonds in an amount sufficient to pay the costs of the acquisition, construction or utilization of the Additional Facilities and the expenses of issuing P.I.D. No. 4 Bonds.

ARTICLE 7
REGULATORY BODIES

SECTION 7.01. This Contract, and the acquisition of the Additional Facilities, shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction thereof.

ARTICLE 8
PARTIES IN INTEREST

SECTION 8.01. This Contract shall be for the sole and exclusive benefit of Lewisville, P.I.D. No. 4, District No. 1-A, District No. 1-F and any trustee for owners or holders of P.I.D. No. 4 Bonds from time to time, and shall not be construed to confer any benefit or right upon any other parties.

ARTICLE 9
SEVERABILITY

SECTION 9.01. The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Contract, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Contract to other persons or circumstances shall not be affected thereby.

ARTICLE 10
TERM OF CONTRACT

SECTION 10.01. This Contract shall be in force and effect for so long as the P.I.D. No. 4 Bonds and any bonds, notes or obligations issued to refund the P.I.D. No. 4 Bonds, or any of them, remain outstanding and unpaid; provided, however, that in no event shall the term of this Contract exceed forty (40) years from the date of execution hereof by the parties hereto.

ARTICLE 11
AMENDMENTS

SECTION 11.01. This Contract may be amended, modified, revised or changed by written instrument executed by the parties hereto so long as the modifications do not materially increase the obligations of Lewisville under this Contract.. District No. 1-A and District No. 1-F shall each have the right to perform the obligations and duties of District No. 1-A and District No. 1-F under this Contract, with the prior written approval of District No. 1-A and District No. 1-F. The parties acknowledge that the Original Contract has been approved by the qualified voters of District No. 1-F, in the manner specified in Section 49, 51 and 53, Texas Water Code, as amended, and that this Contract may be modified or amended by the Board of Directors of District No. 1-F without voter approval so long as such modification or amendment does not change the obligation of District No. 1-F in such a manner as to change the obligation approved by the voters.

ARTICLE 12
GENERAL PROVISIONS

SECTION 12.01. District No. 1-A covenants that it will operate the Additional Facilities in accordance with accepted good business and engineering practices and in accordance with rules and regulations issued and to be issued by appropriate Federal and State agencies.

SECTION 12.02. The effective date of this Contract shall be later of the date on which this Contract is executed by Lewisville and District No. 1-F.

SECTION 12.03. Failure to enforce any provision of this Contract shall not constitute a waiver.

SECTION 12.04. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein.

SECTION 12.05. Any party hereto may accept advances, loans, grants and gratuities from any source approved by the governing body of that party for the purpose of performing any obligation under this Contract and may make and enter into contracts, agreements, covenants the Board considers appropriate in connection with acceptance of such advances, loans, grants and gratuities.

SECTION 12.06. Notwithstanding any other provision of this Contract to the contrary, District No. 1-A and District No. 1-F each specifically reserve the right, under Section 51.149, Texas Water Code, as amended, to make payments under this Contract from proceeds from the sale of notes or bonds, from taxes, from any other income of either District, or from any combination of these. This shall not be construed to relieve either District from its obligations under this Contract, including specifically, without limitation, the obligations to levy, assess and collect taxes sufficient to fund the payments to Lewisville required under this Contract.

SECTION 12.07. Any notices required under this Contract shall be deemed received five (5) calendar days after date deposited in the United States Postal Service, postage paid, addressed in the manner set forth in Section 12.08.

SECTION 12.08. This Contract is performable in Denton County. Venue for any action affecting this Contract shall lie in Denton County.

If to Lewisville or Lewisville Castle Hills Public Improvement District No. 4:
City of Lewisville
151 West Church Street
Lewisville, Texas 75057

If to District No. 1-A: Denton County Fresh Water Supply District No. 1-A
Suite 900

600 N. Pearl Street
Dallas, Texas 75201

With a copy to: Tom Leonard
816 Congress Avenue, Suite 1280
Austin, Texas 78701

If to District No. 1-F: Denton County Fresh Water Supply District No. 1-F
Suite 900
600 N. Pearl Street
Dallas, Texas 75201

With a copy to: Tom Leonard
816 Congress Avenue, Suite 1280
Austin, Texas 78701

SECTION 12.09 This Contract amends and restates, in all respects, the Original Contract.

[From here to end of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original all as of the last date approved by all parties.

CITY OF LEWISVILLE

Date Approved: 2-18-08

By: Gene Carey
Gene Carey, Mayor

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-A

Date Approved: _____

By: _____, President

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-F

Date Approved: _____

By:
_____, President

Genny districts DCFWSD#1-F 2007 Bonds Docs Amended and Restated Joint Utility Contract 8.doc

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original all as of the last date approved by all parties.

CITY OF LEWISVILLE

Date Approved: _____

By:
Gene Carey, Mayor

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1-A

Date Approved: _____

By: _____, President

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1-F

Date Approved: _____

By:
_____, President

\Genny\districts\DCFWSD#1-F\2007 Bonds\Docs\Amended and Restated Joint Utility Contract 8.doc

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original all as of the last date approved by all parties.

CITY OF LEWISVILLE

Date Approved: _____

By: _____
Gene Carey, Mayor

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1-A

Date Approved: _____

By: _____, President

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1-F

Date Approved: _____

By: _____, President

Z:\DCFWSD#1-F 2007 Bonds\Docs\Amended and Restated Joint Utility Contract 7.doc

EXHIBIT "A"

(PID 4 MAPS OF SERVICE AREA
to be attached)

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4
December, 2007

BEING **372.424** acres of land situated in the Amos Singleton Survey Abstract No. 1138, the B. Schoonover Survey Abstract No. 1209. David Cook Survey Abstract No. 234, the Haynes & Bullion Survey Abstract No. 621, the J.B. Shipp Survey Abstract No. 1227, the R.P. Hardin Survey Abstract No. 613, the T. Wilson Survey Abstract No. 1352, the Peyton R. Splane Survey Abstract No. 1218, the T.A. West Survey Abstract No. 1345, the J.W. Johnson Survey Abstract No. 1609, and the Harrison Young Survey Abstract No. 1148, Denton County, Texas; said land being a part of those certain lands conveyed to H.R. Bright as evidenced by deeds recorded in Volume 397, Page 372; Volume 426, Page 236; Volume 476, Page 207; Volume 503, Page 240; Volume 549, Page 41; and Volume 549, Page 45 all of the Deed Records of Denton County, Texas; and being a 10 ft. strip along the south line of F.M. Road No. 544 (an 80 ft. right-of-way) as recorded in Volume 348 Page 322 Deed Records Denton County, Texas (DRDCT); and being a 10 ft. strip along the east line of F.M. Road No. 2281 (a variable width right-of-way); and being a 10 ft. strip along the south line of S.H. Hwy. No. 121 (a variable width right-of-way); and being a 2.5 ft. strip inside and along the south line of a 5 ft. strip of land annexed to the City of Lewisville as "Tract 96C"; and being a portion of a 2628 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFWSD No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT); said total tract of land being more particularly described in four tracts as follows:

TRACT A (169.722 acres)

BEGINNING at a point in the northeasterly right-of-way line of the Gulf, Colorado, and Santa Fe Railroad at the most southerly corner of that tract of land conveyed to E-Systems, Inc. Pool Trust as Tract II as evidenced by deed recorded in Volume 1067, Page 962 DRDCT;

1. THENCE North 01°59'53" East, along the east line of said Tract II, for a distance of 1344.26 feet to a point in the southerly right-of-way line State Highway No. 121, a variable width right-of-way;

2. THENCE along the southerly right-of-way of State Highway 121 the following: North 60°47'31" East for a distance of 1411.74 feet, and continuing along said southerly line as follows:

3. North 64°21'05" East for a distance of 317.55 feet;

4. North 67°10'47" East for a distance of 399.53 feet;

5. North 60°23'27" East for a distance of 451.95 feet;

6. North 64°57'59" East for a distance of 150.48 feet;

7. North 60°23'25" East for a distance of 200.00 feet;

8. South 75°39'46" East for a distance of 122.50 feet;

9. South 29°33'19" East for a distance of 50.17 feet;

10. South 15°12'54" East for a distance of 38.06 feet;

11. North 74°47'06" East for a distance of 110.00 feet;

12. North 15°12'54" West for a distance of 118.00 feet;

13. North 15°34'04" East for a distance of 134.69 feet;

14. North 60°47'30" East for a distance of 680.30 feet;

15. North 54°07'47" East for a distance of 341.95 feet;

16. North 57°34'50" East a distance of 88.65 feet to a point on the westerly line of a 150 foot T.P. & L easement;

17. THENCE South 24°04'13" West a distance of 3459.70 feet to a point in the northeasterly line of that tract of land conveyed to Texas Utilities Electric Company as evidenced by deed recorded in Denton County CC#95-R0092775;

18. THENCE North 65°55'45" West along the northeasterly line of the Texas Utilities tract for a distance of 215.60 feet to a point at its most northerly corner;

19. THENCE South 24°04'13" West along the northwesterly line of the Texas Utilities tract a distance of 1350.15 feet passing a one-half inch iron rod found at its most westerly corner in the northeasterly line of said Railroad in all a distance of 1500.32 feet to a point in the southerly line of said Railroad, said line also being the north line of a tract conveyed to the Lewisville Independent School District (L.I.S.D.);

20. THENCE North 63°14'28" West, along the south line of said Railroad and the north line of said L.I.S.D. tract, for a distance of 1829.56 feet to a point in the east line of that tract of land conveyed to E-Systems, Inc. Pool Trust as Tract III as evidenced by deed recorded in Volume 1067, Page 962, DRDCT at the northwest corner of the L.I.S.D. tract;

21. THENCE North 02°08'59" East, crossing said Railroad, for a distance of 164.99 feet, to the POINT OF BEGINNING and containing 170.220 acres of land.

SAVE and EXCEPT:

5 foot strip of land to City of Lewisville containing 0.498 acres of land being a portion of Tract 96C (called 3.53 acres) leaving a total area for Tract A of 169.722 acres of land.

TRACT B (119.237 acres)

BEGINNING at the south end of a corner clip at the intersection of the south line of State Highway 121 (SH121), with the east line of Josey Lane, a 120 foot wide right-of-way;

1. THENCE North 15°11'48" East along said corner clip for a distance of 130.91 feet to the south line of SH121;

2. THENCE North 60°50'28" East for a distance of 441.35 feet, and continuing along the south line of SH121 as follows;

3. North 55°16'21" East for a distance of 474.68 feet;

4. North 58°06'31" East for a distance of 274.42 feet;

5. North 60°47'30" East for a distance of 1583.89 feet;

6. North 63°29'47" East for a distance of 267.19 feet;

7. North 66°11'18" East for a distance of 700.68 feet;

8. North 60°47'34" East for a distance of 87.05 feet to a point;

9. THENCE South 00°26'22" East, departing SH121, for a distance of 97.47 feet to point;

10. THENCE North 89°57'35" East for a distance of 201.20 feet to a point at the northwest corner of that tract of land conveyed to M.E. Tittle as evidenced by deed recorded in Volume 296, Page 263 DRDCT;

11. THENCE South 00°31'25" East along the west line of the aforementioned Tittle tract for a distance of 1304.54 feet;

12. THENCE South 60°50'28" West, departing said west line, for a distance of 1639.49 feet to a point;

13. THENCE South 29°12'30" East, for a distance of 160.16 ft. to a point on the centerline of proposed Windhaven Parkway for the beginning of a circular curve to the left;

14. THENCE along said centerline with said circular curve to the left having a central angle of 20°23'51", a radius of 860.00 ft. feet, a chord of North 87°25'49" West 304.55 feet, and an arc distance of 306.16 feet to a point of tangency;

15. THENCE South 60°50'28" West, continuing along said centerline, for a distance of 1546.72 feet, to the intersection of said projected centerline with the east line of Josey Lane (a variable width right-of-way), and for the beginning of a circular curve to the left;

16. THENCE along said east line with said circular curve to the left having a central angle of 05°24'38", a radius of 5789.58 feet, a chord of North 26°25'22" West 546.51 feet, for an arc distance of 546.71 feet to a point of tangency;THENCE North 29°07'41" West, continuing along the east line of said Josey Lane, for a distance of 705.96 feet to the POINT OF BEGINNING and containing 119.874 acres of land.

SAVE AND ACCEPT

a 5 foot strip of land to the City of Lewisville containing 0.637 acres of land being a portion of Tract 96C (called 3.53 acres), leaving a net total area for Tract B of 119.237 acres of land.

TRACT C (1.659 acres)

COMMENCING at the intersection of the south line of the Gulf Colorado and Santa Fe Railroad as recorded in Volume 440 Page 201and Volume 441 Page 146 DRDCT, with the east line of said 130 acre tract; Thence North 01°03'52" West, along said east line, for a distance of 154.71 feet to a point on the north line of said Railroad, at said north line's intersection with the east line of said 130 Acre tract; Thence North 76°53'50" West, along said north line, for a distance of 908.94 feet to the POINT OF BEGINNING;

1. THENCE, North 76°53'50" West, continuing along said north line, for a distance of 549.70 feet to a point for the beginning of a circular curve to the right;

2. THENCE continuing along said north line with said circular curve to the right having a central angle of 01°35'00", a radius of 9092.37 ft., and a chord of North 76°06'20" West 251.25 ft., for an arc length of 251.26 ft. to a point for the beginning of a compound circular curve to the right;

3. THENCE continuing along said north line with said circular curve to right having a central angle of 00°08'34", a radius of 6800.55 ft., and a chord of North 75°14'32" West 16.95 ft., for an arc length of 16.95 ft. to a point;

4. THENCE North 89°11'40" East, departing said north line, for a distance of 585.54 ft. to a point on the southwest line of Farm To Market Road No. 544 (a variable width right of way);

5. THENCE along said southwest line with a circular curve to the left having a central angle of 19°43'14", a radius of 612.96 ft., and a chord of South 79°51'09" East 209.93 ft.. for an arc length of 210.97 ft. to a point;

6. THENCE South 01°16'07" East, departing said southwest line, for a distance of 160.55 ft. to the POINT OF BEGINNING and containing 1.726 acres of land.

SAVE and EXCEPT:

5 foot strip of land to City of Lewisville containing 0.067 acres of land being a portion of Tract 96C (called 3.53 acres). leaving a total area for Tract C of 1.659 acres of land.

Tract D (78.324 acres)

BEING a tract of land situated in the Harrison Young Survey Abstract No. 1448 Denton County, Texas; said tract being a part of those certain lands conveyed to Castle Hills Development Corporation as recorded in Denton County Documents CC #97-026044 and CC #97-026045; and being a portion of a 2628 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFWSD No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT): said tract being more particularly described as follows:

BEGINNING at the southeast end of a corner clip at the intersection of the south line of Farm To Market Road No. 544 (FM

544) (a variable width right-of-way), with the west line of Farm To Market Road No. 2281 (FM 2281 Denton Rd.) (a variable width right-of-way);

1. THENCE South 01°56'18" East, along said west line, for a distance of 177.10 feet to a point;

2. THENCE South 03°46'20" West, continuing along said west line, for a distance of 351.75 feet to a point;

3. THENCE South 07°38'57" East, continuing along said west line, for a distance of 351.75 feet to a point;

4. THENCE South 01°56'18" East, continuing along said west line, for a distance of 1073.45 feet to a point for the beginning of a circular curve to the right;

5. THENCE continuing along said west line with said circular curve to the right having a central angle of 00°55'38", a radius of 11,399.16 feet, a tangent length of 92.25 feet, and a chord of South 01°28'29" East 184.50 feet, for an arc distance of 184.50 feet to a point of tangency;

6. THENCE South 01°00'40" East, continuing along said west line, for a distance of 887.35 feet to a point for the beginning of a circular curve to the right;

7. THENCE continuing along said west line with said circular curve to the right having a central angle of 00°40'05", a radius of 5669.58 feet, a tangent length of 33.05 feet, and a chord of South 00°40'37" East 66.10 feet, for an arc distance of 66.10 feet to a point at the intersection of said west line with the south line of said Castle Hills Development tract, said south line also being common with the south line of said DCFWSD No. 1;

8. THENCE South 89°23'00" West, departing said west line and along said common south line, for a distance of 1273.46 feet to a point for the beginning of a non-tangent circular curve to the left on the east line of State Highway No. 121 By-Pass;

9. THENCE departing said common south lines and along said east line with said circular curve to the left having a central angle of 19°57'23", a radius of 3834.72 feet, a tangent length of 674.66 feet, and a chord of North 07°14'24" East 1328.91, for an arc distance of 1335.66 feet to a point of tangency;

10. THENCE North 02°44'18" West, continuing along said east line, for a distance of 865.59 feet to a point for the beginning of a circular curve to the right;

11. THENCE continuing along said east line with said circular curve to the right having a central angle of 11°43'14", a radius of 2849.79 feet, a tangent length of 292.50 feet, and a chord of North 03°07'19" East 581.95 feet, for an arc distance of 582.96 feet to a point;

12. THENCE North 16°12'07" East, continuing along said east line, for a distance of 148.83 feet to a point;

13. THENCE North 13°33'25" East, continuing along said east line, for a distance of 200.33 feet to a point at the southwest end of a corner clip at the intersection of said east line with the south line of said FM 544;

14. THENCE North 56°47'47" East, along said corner clip, for a distance of 115.08 feet to a point for the beginning of a non-tangent circular curve to the left at the northeast end of said corner clip and on said south line;

15. THENCE along said south line with said circular curve to the left having a central angle of 10°33'44", a radius of 1492.40 feet, a tangent length of 137.95 feet, and a chord of South 85°29'21" East 274.72 feet, for an arc distance of 275.11 feet to a point of tangency;

16. THENCE North 89°13'47" East, continuing along said south line, for a distance of 518.37 feet to a point at the northwest end of said corner clip at the intersection of said south line with the west line of said FM 2281 Denton Rd.;

17. THENCE South 46°17'15" East, along said corner clip, for a distance of 71.15 feet to the POINT OF BEGINNING and containing 78.470 acres of land.

SAVE and EXCEPT:

5 foot strip of land to City of Lewisville containing 0.146 acres of land being a portion of Tract 96C (called 3.53 acres), leaving a total area for Tract D of 78.324 acres of land.

TRACT E1

BEGINNING at the northwest end of a corner clip at the intersection of the south line of Farm To Market Road No. 544 (FM 544) (a variable width right-of-way), with the west line of Farm To Market Road No. 2281 (FM 2281 Denton Rd.) (a variable width right-of-way);

1. THENCE North 89°13'47" East, departing said corner clip, and along an extension of the south line of said F.M. 544, for a distance of 159.77 ft. to a point for corner at the intersection of said south line with a line 10 ft. west of and parallel to the east line of said F.M. 2281;
2. THENCE North 01°56'18" West, along said parallel line, for a distance of 1385.23 ft. to a point for corner;
3. THENCE North 00°57'31" West, continuing along said parallel line, for a distance of 314.05 ft. to a point for corner, said point being the intersection of said parallel line with a line 10 ft. north of and parallel to the south line of S.H. 121 (a variable width right-of-way);
4. THENCE North 41°43'42" East, along said parallel line, for a distance of 341.28 ft. to a point for corner;
5. THENCE North 47°13'29" East, continuing along said parallel line, for a distance of 559.04 ft. to a point for corner;
6. THENCE North 60°39'37" East, continuing along said parallel line, passing at 137.64 ft. the south line of the G.C.&S.F. Railroad, passing at 318.71 ft. the north line of said Railroad, and continuing for a total distance of 356.66 ft. to a point for corner;
7. THENCE North 60°47'30" East, continuing along said parallel line, for a distance of 1393.81 ft. to a point for corner at the intersection of said parallel line with a a line 10 ft. west of and parallel to the west line of a parcel conveyed to Castle Hills Property Co. as recorded in County Clerks Document No. 2006-153340 DRDCT;
8. THENCE North 01°59'53" East, along said parallel line, for a distance of 21.04 ft. to a point for corner;
9. THENCE North 60°47'30" East, for a distance of 11.69 ft. to a point for corner on the west line of said Castle Hills Property Co. tract, said point being at the center of a 5 ft. strip annexed to the City of Lewisville as "Tract 96C";
10. THENCE South 01°59'53" West, along said west line. for a distance of 32.73 ft. to a point for corner on the south line of said S.H. 121;
11. THENCE South 60°47'30" West, along said south line, for a distance of 1399.43 ft. to a point for corner;
12. THENCE South 60°39'37" West, continuing along said south line, at 31.22 ft. passing the north line of said G.C.&S.F. Railroad, passing at 211.96 ft. the south line of said Railroad, and continuing for a distance of 356.38 ft. to a point for corner;
13. THENCE South 57°29'55" West, continuing along said south line, for a distance of 476.47 ft. to a point for corner;
14. THENCE South 47°13'29" West, continuing along said south line, for a distance of 557.66 ft. to a point for corner;
15. THENCE South 41°43'42" West, continuing along said south line, for a distance of 336.89 ft. to a point for corner at the intersection of said south line with the east line of said F.M. 2281;
16. THENCE South 00°57'31" East, along the east line of said F.M. 2281, for a distance of 310.06 ft. to a point for corner;
17. THENCE South 01°56'18" East, continuing along said east line, at 1100.84 ft. departing said east line at a point of curvature, and continuing for a distance of 1355.48 ft. to a point for corner at the intersection the extension of said east line with a line 10 ft. north of and parallel to the south line of F.M. 544 east of said F.M. 2281;
18. THENCE North 89°21'08" East, along said parallel line, for a distance of 1261.31 ft. to a point for corner;
19. THENCE North 89°40'40" East, continuing along said parallel line, for a distance of 996.51 ft. to a point for corner and for the beginning of a circular curve to the left;
20. THENCE continuing along parallel line with said circular curve to the left having a central angle of 03°12'00", a radius of 5759.58 ft., a tangent length of 160.88 ft., and a chord of North 88°04'40" East 321.63 ft., for an arc distance of 321.68 ft. to a point of tangency for corner;
21. THENCE North 86°28'40" East. continuing along said parallel line. for a distance of 1742.09 ft. to a point for corner;
22. THENCE 86°54'40" East. continuing along said parallel line. for a distance of 1303.09 ft. to a point for corner;
23. THENCE South 87°22'42" East, continuing along said parallel line, for a distance of 201.00 ft. to a point for corner;
24. THENCE North 86°54'40" East, continuing along said parallel line. for a distance of 86.97 ft. to a point for corner;
25. THENCE North 87°26'40" East. continuing along said parallel line, for a distance of 286.67 ft. to a point for corner and for the beginning of a circular curve to the left;
26. THENCE continuing along said parallel line with said circular curve to the left having a central angle of 06°35'00", a radius of 1195.92 ft., a tangent length of 68.78 ft., and a chord of North 84°09'10" East 137.34 ft., for an arc distance of 137.41 ft. to a point of tangency for corner;
27. THENCE North 80°51'40" East, continuing along said parallel line, for a distance of 540.50 ft. to a point for corner and for the beginning of a circular curve to the right;

28. THENCE continuing along said parallel line with said circular curve to the right having a central angle of 39°00'00", a radius of 522.96 ft., a tangent length of 185.19 ft., and a chord of South 79°38'20" East 349.13 ft., for an arc distance of 355.97 ft. to a point of tangency for corner;
29. THENCE South 60°08'20" East, continuing along said parallel line, for a distance of 1377.70 ft. to a point for corner and for the beginning of a circular curve to the left;
30. THENCE continuing along said parallel line with said circular curve to the left having a central angle of 07°33'16", a radius of 622.96 ft., a tangent length of 41.13 ft., and a chord of South 63°54'58" East 82.08 ft., for an arc distance of 82.14 ft. to a point for corner on the north line of a tract conveyed to John W. Tucker as recorded in C.C. No.'s 96-R0091453 and 97-R0006431 DRDCT;
31. THENCE South 89°11'40" West, departing said parallel line, and along the north line of said Tucker tract, for a distance of 24.46 ft. to a point for corner on the south line of said F.M. 544 and for the beginning of a circular curve to the right;
32. THENCE along said south line with said circular curve to the right having a central angle of 05°31'04", a radius of 632.96 ft., a tangent length of 30.50 ft., and a chord of North 62°53'52" West 60.93 ft., for an arc distance of 60.96 ft. to a point of tangency for corner;
33. THENCE North 60°08'20" West, continuing along said south line, for a distance of 1377.70 ft. to a point for corner and for the beginning of a circular curve to the left;
34. THENCE continuing along said south line with said circular curve to the left having a central angle of 39°00'00", a radius of 512.96 ft., a tangent length of 181.65 ft., and a chord of North 79°38'20" West 181.65 ft., for an arc distance of 349.16 ft. to a point of tangency for corner;
35. THENCE South 80°51'40" West, continuing along said south line, for a distance of 540.50 ft. to a point for corner and for the beginning of a circular curve to the right;
36. THENCE along said south line with said circular curve to the right having a central angle of 06°35'00", a radius of 1205.92 ft., a tangent length of 69.36 ft., and a chord of South West 138.48 ft., for an arc distance of 138.56 ft. to a point of tangency for corner;
37. THENCE South 87°26'40" West, continuing along said south line, for a distance of 286.62 ft. to a point for corner;
38. THENCE South 86°54'40" West, continuing along said south line, for a distance of 87.42 ft. to a point for corner;
39. THENCE North 87°22'42" West, continuing along said south line, for a distance of 201.00 ft. to a point for corner;
40. THENCE South 86°54'40" West, continuing along said south line, for a distance of 1302.55 ft. to a point for corner;
41. THENCE South 86°28'40" West, continuing along said south line, for a distance of 1742.05 ft. to a point for corner;
42. THENCE South 89°40'40" West, continuing along said south line, for a distance of 993.49 ft. to a point for corner;
43. THENCE South 89°21'08" West, continuing along said south line, for a distance of 1210.99 ft. to a point for corner at the northeast end of a corner clip at the intersection of said south line with the east line of said F.M. 2281;
44. THENCE South 41°16'26" West, along said corner clip, for a distance of 73.08 ft. to a point for corner at the southwest end of said corner clip;
45. THENCE South 01°56'18" East, along the east line of said F.M. 2281, for a distance of 12.90 ft. to a point for corner;
46. THENCE South 88°03'42" West, departing said east line, across said F.M. 2281, for a distance of 120.00 ft. to a point for corner at the southeast end of the corner clip at the intersection of the west line of said F.M. 2281 with the south line of said F.M. 544;
47. THENCE North 46°17'15" West, along said corner clip, for a distance of 71.15 ft. to the POINT OF BEGINNING and containing 3.300 acres (143,752 sq. ft.) of land.

TRACT E2

BEGINNING at the south end of a corner clip at the intersection of the south line of State Highway 121 (SH121), with the east line of Josey Lane, a 120 foot wide right-of-way:

1. THENCE South 29°12'05" East, along said east line of Josey Lane, for a distance of 2.50 ft. to a point for corner on the south line of said City of Lewisville 5 ft. strip;
2. THENCE South 60°47'55" West, departing said east line and with said Lewisville south line, and across said Josey Lane, passing at 120.00 ft. the west line of said Josey Lane, and continuing for a distance of 121.94 ft. to a point for corner;
3. THENCE North 76°36'26" West, continuing along said Lewisville south line, for a distance of 125.22 ft. to a point for corner;
4. THENCE South 60°52'20" West, continuing along said south line, for a distance of 176.62 ft. to a point for corner;
5. THENCE South 65°21'47" West, continuing along said south line, for a distance of 150.48 ft. to a point for corner;
6. THENCE South 60°47'30" West, continuing along said south line, for a distance of 149.86 ft. to a point for corner;
7. THENCE South 66°18'49" West, continuing along said south line, for a distance of 480.30 ft. to a point for corner;

8. THENCE South 63°26'10" West, continuing along said south line, for a distance of 144.15 ft. to a point for corner;
9. THENCE South 63°04'41" West, continuing along said south line, for a distance of 44.21 ft. to a point for corner;
10. THENCE South 60°47'30" West, continuing along said south line, for a distance of 1531.68 ft. to a point for corner;
11. THENCE South 57°34'50" West, continuing along said south line, for a distance of 255.75 ft. to a point for corner on the northwest line of a 150 foot T.P. & L easement as recorded in Volume 609 Page 547 DRDCT;
12. THENCE North 24°04'13" East, departing said south line and along said northwest line, for a distance of 4.53 ft. to a point for corner at the intersection of said northwest line with a line 2.50 ft. offset north from and parallel to the south line of said 5 ft. Lewisville strip of land;
13. THENCE North 57°34'50" East, departing the northwest line of said T.P.&L. easement, and along said parallel line, for a distance of 252.05 ft. to a point for corner;
14. THENCE North 60°47'30" East, continuing along said parallel line, for a distance of 1531.80 ft. to a point for corner;
15. THENCE North 63°26'10" East, continuing along said parallel line, for a distance of 144.22 ft. to a point for corner;
16. THENCE North 66°18'49" East, continuing along said parallel line, for a distance of 480.24 ft. to a point for corner;
17. THENCE North 60°47'30" East, continuing along said parallel line, for a distance of 149.84 ft. to a point for corner;
18. THENCE North 65°21'47" East, continuing along said parallel line, for a distance of 150.48 ft. to a point for corner;
19. THENCE North 60°52'20" East, continuing along said parallel line, for a distance of 177.50 ft. to a point for corner;
20. THENCE South 76°36'26" East, continuing along said parallel line, for a distance of 125.22 ft. to a point for corner;
21. THENCE North 60°47'55" East, continuing along said parallel line, passing at 0.97 ft. the west line of said Josey Lane, and continuing for a distance of 120.97 ft. to the POINT OF BEGINNING and containing 0.182 acres (7,946 sq. ft.) of land.

SAID TRACT A, TRACT B, TRACT C, TRACT D, TRACT E1, and TRACT E2 COMBINED TOTALING 372.424 ACRES OF LAND.

This description is not complete without the attached exhibits.

EXHIBIT "B"

CONSTRUCTION COSTS	
Water Distribution System	$ 3,924,000
Water Storage and Contract Rights	$ 1,124,000
Sanitary Sewer System and Contract Rights	$ 4,838,000
Storm Drainage System and Flood Control	$ 5,715,000
Roads and Streets	$ 6,170,000
SUBTOTAL	$21,771,000
Contingencies	$ 3,278,000
Design, Survey, Geotechnical, Engineering, Contract Administration, Acquisition of Contract Rights	$ 2,206,000
TOTAL CONSTRUCTION COSTS	$27,255,000
NON-CONSTRUCTION COSTS	
Legal Fees (Bond Counsel)	$ 640,000
Underwriter Fees	$ 320,000
Underwriter's Counsel	$ 480,000
Capitalized Interest (1 year @ 5 .5% per annum)	$ 3,000,000
Bond Reserve Fund	$ 5,000
Expenses Relating to the Establishment, Administration And Operation of the P.I.D.	$ 300,000
TOTAL NON-CONSTRUCTION COSTS	$ 4,745,000
TOTAL PRINCIPAL AMOUNT OF OBLIGATIONS TO BE INCURRED TO PROVIDE FACILITIES, IMPROVEMENTS AND SERVICES	$32,000,000

EXHIBIT "C"

CONSTRUCTION COSTS

Water Distribution System	$ 2,500,000
Water Storage and Contract Rights	$ 1,275,000
Sanitary Sewer System and Contract Rights	$ 2,650,000
Storm Drainage System and Flood Control	$ 3,400,000
Roads and Streets	$ 3,400,000
SUBTOTAL	$13,225,000
Contingencies	$ 2,233,500
Design, Survey, Geotechnical, Engineering, Contract Administration, Acquisition of Contract Rights	$ 1,635,000
TOTAL CONSTRUCTION COSTS	$17,093,500

NON-CONSTRUCTION COSTS

Legal Fees (Bond Counsel)	$ 305,000
Placement Agent Fee and Counsel Fees	$ 400,000
Capitalized Interest	$1,298,776
Letter of Credit Fees and Credit Enhancement Costs (3 years @ 1 % per annum)	$ 55,497
Bond Reserve Fund	$ 5,000
Issuer's Counsel	$ 90,000
Issuer's Financial Advisor	$ 35,000
Trustee and Counsel	$ 21,500
Printing, Miscellaneous, Administration, Organization, Maintenance and Operation Expenses	$ 695,727
TOTAL NON-CONSTRUCTION COSTS	$2,906,500
TOTAL PRINCIPAL AMOUNT OF OBLIGATIONS TO BE INCURRED TO PROVIDE FACILITIES, IMPROVEMENTS AND SERVICES	$20,000,000

OK

DRAFT

AMENDED AND RESTATED
2016 JOINT UTILITY CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THIS AMENDED AND RESTATED 2016 JOINT UTILITY CONTRACT (the "Contract") is executed pursuant to the authority granted by Sections 51.149, 49.108, 53.029 et seq., Water Code, by and between the City of Lewisville, Texas (the "Issuer" or "Lewisville") a home rule city organized, created and established pursuant to Article XI, Section 5 of the Constitution of the State of Texas, Denton County Fresh Water Supply District No. 1-F ("District No. 1-F") and Denton County Fresh Water Supply District No. 1-A ("District No. 1-A"), political subdivisions of the State of Texas created and operating under Article XVI, Section 59 and Article III, Section 52 of the Constitution of the State of Texas, to take effect as of the date on which all parties have executed this Contract.

WHEREAS, at an election conducted on January 17, 1983, the voters within the boundaries of Denton County Fresh Water Supply District No. 1 ("District No. 1") approved the creation of District No. 1 and elected the governing body of District No. 1;

WHEREAS, on August 8, 1987, the voters within District No. 1 approved an election by which District No. 1 was authorized to assume the rights, authority, privileges and functions of a road district under Article III, Section 52(b)(3) of the Texas Constitution, in the manner provided by Section 53.029(c) of the Texas Water Code;

WHEREAS, at the same election on August 8, 1987, the voters within District No. 1 authorized District No. 1 to purchase, construct, acquire, own, operate, repair, improve and extend sanitary sewer systems to control wastes;

WHEREAS, on December 21, 1993, following a hearing conducted in accordance with Sections 51.040 through 51.044 of the Texas Water Code, as amended, the governing body of District No. 1 adopted an Order Setting Out Findings On Conversion And Ordering Conversion To A Water Control And Improvement District by which District No. 1 converted into a district operating under Chapter 51 of the Texas Water Code, and exercising all the powers, authority, functions and privileges provided in Chapter 51 and District No. 1 specifically reserved in the manner specified in Section 51.044 of the Texas Water Code, the powers then specified in Sections 53.029, 53.030 through 53.035, 53.037 through 53.041, 53.111, 53.112, 53.121 and 53.125 of the Texas Water Code, as amended from time to time;

WHEREAS, District No. 1 entered into a contract with the Upper Trinity Regional Water District, by which District No. 1 will receive a supply of potable fresh water for all areas located within the boundaries of District No. 1;

WHEREAS, on May 7, 1994, the voters within District No. 1 approved an election authorizing District No. 1 to assess, levy and collect annual ad valorem taxes on all taxable

property in District No. 1 in an unlimited amount to secure funds for maintenance purposes, including but not limited to, funds for planning, maintaining, repairing and operating all necessary plants, properties, facilities and improvements of District No. 1 and for proper services, engineering and legal fees, and operational and administrative expenses;

WHEREAS, pursuant to the specific authority retained by District No. 1 under Sections 53.029-53.035 and Sections 53.037-53.041 of the Texas Water Code, and granted to District No. 1 by Chapter 51 of the Texas Water Code, (1) on May 6, 1995, the voters within District No. 1 approved an election by which District No. 1 was divided into District No. 1-A and Denton County Fresh Water Supply District No. 1-B (hereinafter designated "District No. 1-B"), (ii) on August 9, 1997, the voters within District No. 1-A approved an election by which District No. 1-A was divided into District No. 1-A and Denton County Fresh Water Supply District No. 1-C (hereinafter designated "District No. l-C"); on May 1, 1999, the voters within District No. 1-C approved an election on which District No. 1-C was divided into District No. 1-C and Denton County Fresh Water Supply District No. 1-D (hereinafter designated "District No. 1-D"); and on May 1, 1999, the voters within District No. 1-A approved an election by which District No. 1-A was divided into District No. 1-A and Denton County Fresh Water Supply District No. 1-E (hereinafter designated "District No. 1-E"); on November 5, 2002, the voters inside District No. 1-A approved an election by which District No. 1-A was divided into District No. 1-A and District No. 1-F. Districts Number 1, 1-A, 1-B, I-C, 1-D, I-E, and 1-F "Denton County Fresh Water Supply Districts";

WHEREAS, pursuant to authority granted to it by Chapter 49 and 51 of the Texas Water Code, as amended, District No. 1-F gave proper notice and conducted an Exclusion Hearing on the 19th day of December, 2006 and on such date, also added lands to the District and entered an Order Showing Exclusions, Adding Lands and Redefining Boundaries which accurately reflects the boundaries of District No. 1-F;

WHEREAS, pursuant to authority granted to it by Chapter 49 and 51 of the Texas Water Code, as amended, District No. 1-F gave proper notice and conducted an Exclusion Hearing on the 20th day of November, 2006 and on such date, also added lands to the District and entered an Order Showing Exclusions, Adding Lands and Redefining Boundaries dated December 19, 2006, which accurately reflects the boundaries of District No. 1-F;

WHEREAS, Lewisville has determined that it should grant its consent, to the extent permitted by law, to the District Boundary Changes of all Denton County Fresh Water Supply Districts (which, together with all of the division elections affecting the boundaries of the Denton County Fresh Water Supply Districts is hereby designated the "District Boundary Changes"), specifically the December 19, 2006 boundary changes to District No. 1-F;

WHEREAS, as of July 15, 1996, Lewisville, District No. 1-A and District No. 1-B entered into a Joint Utility Contract that provided in Section 2.08 thereof that Lewisville and District No. 1-A acknowledged and agreed that procedures substantially the same as those specified therein, including the creation of Lewisville Castle Hills Public Improvement District ("P.I.D. No. 1") over the territory included within the boundaries of District 1-B, would be used for the orderly installation of similar facilities for all areas located within the boundaries of District No. 1-A, e.g., the area now within District No. 1-D (which is included within the

boundaries of Lewisville Castle Hills Public Improvement District No. 2) and the area within District No. 1-E (which is included within the boundaries of Lewisville Castle Hills Public Improvement District No. 3) and now the area within District No. 1-F (which is included within the boundaries of Lewisville Castle Hills Public Improvement District No. 4);

WHEREAS, Lewisville exercised the authority granted to it by Section 372.001, et seq., Texas Local Government Code, and Resolutions No. 3433-04-2007 and No. 3527-01-2008(R), authorizing the creation and correcting the boundaries of the Lewisville Castle Hills Public Improvement District No. 4 ("P.I.D. No. 4") over the territory included within the boundaries of District No. 1-F, and making certain findings as to the advisability of the improvements, the nature of the improvements, the method of assessment and the apportionment of the costs to P.I.D. No. 4;

WHEREAS, on May 21, 2007, Lewisville adopted Ordinance No. 3448-05-2007 (the "Original Assessment Ordinance") approving the Lewisville Castle Hills Public Improvement District No. 4 Assessment/Service Plan (the "Original Plan');

WHEREAS, after notice and hearing pursuant to Section 372,001 et seq., Texas Local Government Code, on January 7, 2008, Lewisville adopted Ordinance No. 3528-01-2008 (the "Supplemental Assessment Ordinance") approving a Lewisville P.I.D. No. 4 Supplemental Assessment/Service Plan (the "Supplemental Plan") (the Original Plan and the Supplemental Plan, collectively, the "Assessment/Service Plan");

WHEREAS, Lewisville, District No. 1-A and District No. 1-F determined that the authorization, execution and implementation of a 2007 Joint Utility Contract (the "Original Contract"), in accordance with the provisions of Chapters 49 and 51 of the Texas Water Code, was necessary and appropriate to implement the provisions of the Lewisville Castle Hills Public Improvement District No. 4 Assessment/Service Plan;

WHEREAS, the obligation of District No. 1-F to perform its duties under the Original Contract was subject to the one-time approval by the voters at an election to be held within District No. 1-F of a tax, unlimited as to rate or amount, sufficient to make the payments authorized by the Original Contract and to make payments on bonds issued by Lewisville (the "P. I.D. No. 4 Bonds") in accordance with Section 372.001, et seq.., Texas Local Government Code, and Chapters 49 and 51 of the Texas Water Code, whether the proceeds of the P.I.D. No. 4 Bonds are to be used to acquire Additional Facilities or to refund P.I.D. No. 4 Bonds;

WHEREAS, the aforementioned tax was approved by the voters within District No. 1-F at an election conducted on May 12, 2007 and the provisions of the Original Contract were authorized;

WHEREAS, Lewisville, District No. 1-A and District No. 1-F have approved an Amended and restated 2007 Joint Utility Contract ("2007 Amended Contract") effective February 18, 2008;

WHEREAS, Lewisville, District No. 1-A, and District No. 1-F have determined that, in order to effectuate the issuance of refunding obligations, it is in the best interest of each such

party to amend and restate the 2007 Contract in accordance with Section 4.03 and Article 11 of the Original Contract and Chapters 49 and 51 of the Texas Water Code;

WHEREAS, the parties anticipate that District No. 1-A will have the right to acquire, own, operate, maintain and manage all of the Additional Facilities which are not acquired, owned, operated, maintained or managed by District No. 1-F, including, but not limited to, the Project-Wide Facilities (excluding facilities constructed by Lewisville with funds other than the funds derived from P.I.D. No. 4 Bonds);

WHEREAS, the parties hereto agree that the Additional Facilities are hereby declared not to be a part of Lewisville's System, as defined in Lewisville's ordinances which have authorized Lewisville's outstanding "Bonds Similarly Secured" (as herein defined);

WHEREAS, the P.I.D. No. 4 Bonds are to be paid from the special contract revenues to be received from District 1-F hereunder and special assessment revenues collected pursuant to the Lewisville Castle Hills Public Improvement District No. 4 Assessment/Service Plan, as may be amended from time to time, and not from revenues pledged to the payment of Lewisville's "Bonds Similarly Secured", whether the proceeds of the P.I.D. No. 4 Bonds are to be used to acquire Additional Facilities or to refund P.I.D. No. 4 Bonds; and NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, City of Lewisville, Denton County Fresh Water Supply District No. 1-A and Denton County Fresh Water Supply District No. 1-F hereby contract, covenant and agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01. RECITALS. The parties hereto contract, covenant and agree that all matters set forth in the recitals of this Contract are accurate and true, and Lewisville hereby consents to the District Boundary Changes of the Denton County Fresh Water Supply Districts and District No. 1-F set forth or referenced in this Agreement to the extent permitted by law.

SECTION 1.02. DEFINITIONS. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

(a) "Additional Castle Hills Drainage and Stormwater Control System" means the works, equipment, facilities and improvements for drainage, stormwater control, siltation prevention, erosion control and conservation and reclamation of the soils and natural resources including, but not limited to, permits, licenses and interests in real property now owned or to be acquired or utilized to serve the area identified in EXHIBIT "A", which is attached hereto and made a part hereof for all purposes,

(b) "Additional Castle Hills Facilities" means the Additional Castle Hills Drainage and Stormwater Control System, the Additional Castle Hills Road System, the Additional Castle Hills Sanitary Sewage Collection System and the Additional Castle Hills Water Delivery System which serve the area identified in EXHIBIT "A".

(c) "Additional Castle Hills Road System" means the macadamized, graveled or paved roads or turnpikes, lateral roads, arterial roads, main feeder streets or internal streets which serve the area identified in EXHIBIT "A".

(d) "Additional Castle Hills Sanitary Sewage Collection System" means the sanitary sewage collection system to be constructed or acquired or utilized to serve the area identified in EXHIBIT "A", including the sanitary sewers, manholes, intercepting sewers, pumping works and all other plants, works and equipment for the collection and transportation of waste to the Project- Wide Sanitary Sewage Collection and Treatment System, together with all extensions thereof and additions thereto.

(e) "Additional Castle Hills Water Delivery System" means all or any part of the equipment, facilities, works and improvements to be constructed or acquired or utilized to receive water from the Project-Wide Water Supply and Delivery System and serve the area identified in EXHIBIT "A" including water mains, trunks, pumping works, interests in real property, and permit rights for the delivery of potable water to each residential or commercial connection.

(f) "Additional Facilities" means the Additional Castle Hills Facilities and additions to the Project-Wide Facilities, the total construction costs and other costs of which are $32,000,000, all as more specifically set forth in EXHIBIT "B", which is attached hereto and made a part hereof for all purposes.

(g) "Board" or "Board of Directors" means and refers to the governing body of District No. 1-F, its successors and assigns.

(h) "Bond Ordinance" means and refers to any ordinance, resolution or trust indenture of Lewisville authorizing the issuance of P.I.D, No. 4 Bonds and providing for their security and payment, as amended from time to time as therein permitted.

(i) "Bonds" means P.I.D. No. 4 Bonds.

(j) "Bonds Similarly Secured" means any revenue bonds or other evidences of indebtedness issued, or to be issued, by Lewisville that are payable from and secured by a lien on and pledge of the net revenues of Lewisville's water and sewer system.

(k) "Commercial Connection" means any connection other than a Residential Connection.

(l) "Operation and Maintenance Expenses" means all costs and expenses incurred in, or allocable to, the operation and maintenance of the Additional Facilities, including, without limitation, wages and salaries, chemicals, the purchase of stores, materials and supplies, measuring meters, power, supervision, expenses of directors' meetings, legal fees, engineering fees, testing costs, costs of audits, expenses of establishing or maintaining any operating fund or construction fund, waste disposal charges or assessments, claims, insurance for property damage and tortious or contractual liability, contractual payments to Lewisville, District No. 1-A, the Upper Trinity Regional Water District, P. I.D. No. 4, or other persons for water, water treatment, sewage collection or treatment services or for the operation and maintenance of such other

persons and all other items and expenses of a like or different nature reasonably required or desirable for the efficient maintenance and operation of the Additional Facilities in full compliance with all regulatory requirements and the performance of the provisions of this Contract; repairs and replacements of damaged, worn -out or obsolete parts; improvements and betterments to maintain or to cause to be maintained the Additional Facilities in proper operation to render adequate service and to comply fully with all regulatory requirements; the legal liability of District No. 1-A or District No. 1-F to pay money arising from an arbitration award or court decision creating a judgment; and the general and administrative expenses of District No. 1-A and District No. 1-F allocable to the operation and maintenance of the Additional Facilities.

(m) "Person" means any individual, public or private corporation, district, authority, political subdivision or other agency or entity of the State of Texas or the United States of America; the State of Texas or the United States of America; any incorporated city, town or village, whether operating under general law or under its home-rule charter, public improvement district; county development district; any other political subdivision of the State of Texas; and any copartnership, association, firm, trust, estate or any other entity whatsoever.

(n) "Public Improvement District No. 2" or P.I.D. No. 2 means Lewisville Castle Hills Public Improvement District No. 2, its successors and assigns.

(o) "Public Improvement District No. 3" or P.I.D. No. 3 means Lewisville Castle Hills Public Improvement District No. 3, its successors and assigns.

(p) "Public Improvement District No. 4" or "P.I.D. No. 4" means Lewisville Castle Hills Public Improvement District No. 4, its successors and assigns.

(q) "P.I.D. No. 4 Bonds" means bonds, notes or other obligations issued by P.I.D. No. 4 or Lewisville pursuant to the authority of Chapter 372, Texas Local Government Code, and pursuant to, and limited in purpose and amount to, the terms of this 2016 Joint Utility Contract, and shall include bonds, notes and other obligations issued to pay the costs of the Additional Facilities or issued to refund such bonds, notes or other obligations.

(r) "Potable Water" means water that meets Federal and State standards for consumption by humans.

(s) "Project-Wide Drainage and Stormwater Control System" means the works, equipment, facilities and improvements constructed, maintained or operated by P.I.D. No. 1, P.I.D. No. 2, P.I.D. No. 3, P.I.D. No. 4, Lewisville, District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, District No. 1-G, or any successor or assign of District No. 1, for drainage, stormwater control, siltation prevention and control, erosion prevention, control and conservation and reclamation of the soils and natural resources, including but not limited to, permits, licenses, and interests in real property.

(t) "Project-Wide Facilities" means the Project-Wide Sanitary Sewage Collection and Treatment System, the Project-Wide Water Supply and Delivery System, the Project-Wide Drainage and Stormwater Control System and the Project-Wide Road System, the plans for all of which may be amended from time to time with the approval of the necessary parties.

(u) "Project-Wide Sanitary Sewage Collection and Treatment System" means the sanitary sewage collection system to be constructed by Lewisville and utilized by P.I.D. No. 1, P.I.D. No. 2, P.I.D. No. 3, P.I.D. No. 4, Lewisville, District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, District No. 1-G, District No. 1-H or any successor or assign of District No. 1, including the sanitary sewers, manholes, intercepting sewers, pumping works and all other plants, works and equipment for the collection and transportation of waste of District No. 1-F or any territory ever within District No. 1 to Lewisville's Waste Disposal System (together with all extensions thereof and additions thereto), at which the sanitary sewage will be treated in accordance with the provisions of the contract with Lewisville.

(v) "Project-Wide Water Supply And Delivery System" means all or any part of the system and equipment for producing potable water which is to be owned, or constructed or operated by P.I.D. No. 1, P.I.D. No. 2, P.I.D. No. 3, P.I.D. No. 4, Lewisville or District No. 1-A or District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, District No. 1-G, District No, 1-H or any successor or assign to District No. 1 to provide potable water to District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, District No. 1-G, District No. 1-H or any area ever within District No. 1, and further includes any appurtenances or facilities used in connection therewith, including water mains, water trunks, pumping facilities, water treatment facilities, contract rights, water rights, permit rights, interests in real property and all storage facilities, including elevated storage tanks.

(w) "Regulatory Requirements" means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any regulatory authority, state, federal or other, having jurisdiction concerning drinking water standards, water quality standards, or the discharge of wastewater or effluent or otherwise having jurisdiction obtained by virtue of the acceptance of grants to finance capital costs of the Additional Facilities.

(x) "Residential Connection" means a structure designed for residential use which has sanitary conveniences and which is connected to the Additional Castle Hills Sanitary Sewage Collection System.

(y) "Service Area" means that territory or area depicted and outlined in EXHIBIT "A" hereto, as adjusted from time to time by District No. 1-F in cooperation with District No. 1-A and Lewisville.

(z) "Sewage" means the liquid and water carried waste discharged from sanitary conveniences of dwellings and building connected to a public sanitary sewer system.

(aa) "Sewage Services" means any wastewater collection, transportation, treatment, disposal or related services furnished or made available by the Additional Facilities.

(bb) "Trust Agreement" means the agreement by and among the City of Lewisville, Texas and Wells Fargo Bank, N.A. dated as of the 1st day of February, 2008 relating to $20,000,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Bonds Series 2008, the First Supplemental Trust Agreement relating to $5,355,000

City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road Systems Bonds, Series 2011 dated as of November 1, 2011 by and among the City of Lewisville, Texas and Wells Fargo Bank, N.A., the Second Supplemental Trust Agreement relating to the $2,965,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2011 dated as of November 1, 2011 by and between the City of Lewisville, Texas and Wells Fargo Bank, N.A., and the Third Supplemental Trust Agreement relating to $3,680,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2014 by and among the City of Lewisville, Texas and Wilmington Trust, National Association (all for Lewisville Castle Hills Public Improvement District No. 4 Project), together with any and all amendments thereto.

(cc) "Waste" means sewage and commercial and industrial waste collected by a public sanitary sewer system, together with such infiltration water as may be present.

(dd) "Water Services" means the supply, treatment, transportation or related services famished or made available by the Additional Facilities.

SECTION 1.03. HEADINGS, ETC. The titles and headings of the articles and sections of this Contract have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Contract or any provision hereof or in ascertaining intent, if any question of intent should arise. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

SECTION 1.04. INTERPRETATIONS. This Contract and all the terms and provisions hereof shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Contract. The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not author this Contract. Nothing in this Contract shall be construed to violate any State or Federal statutory provision or any provision of the State or Federal Constitutions and all acts done pursuant to this Contract shall be performed in such manner as to conform thereto whether expressly provided or not.

ARTICLE 2
DESIGNATION OF PROPERTY AND SERVICES

SECTION 2.01. Lewisville has effectuated the financing and acquisition, construction and utilization of the Additional Facilities, all in the manner hereinafter described, for the benefit of District No. 1-A, District No. 1-F, P.I.D. No. 4 and Lewisville. Lewisville has pursued the approvals necessary to issue $32,000,000 in principal amount of P.I.D. No. 4 Bonds to finance, acquire, construct, own or operate the Additional Facilities. Lewisville further agrees that it will proceed, as appropriate, with the issuance of bonds, notes or other obligations to refund the P.I.D. No. 4 Bonds in the principal amount of $35,000,000 and to pay all costs incident to the issuance of such refunding obligations. The form and terms of the bonds or other obligations issued by or entered into by P.I.D. No. 4 shall be as requested by the governing bodies of the Lewisville and District No. 1-F. To the extent any P.I.D. No. 4 Bonds, including

any bonds, notes or other obligations issued to refund P.I.D. No. 4 Bonds will not have an investment grade rating from a nationally recognized securities rating service, the terms and provisions of such P.I.D. No 4 Bonds or refunding bonds must be approved by Lewisville or credit-enhanced in such a manner satisfactory to Lewisville. The parties agree that District No. 1-A shall have primary responsibility as Project Manager, as provided in Section 2.02 hereof,-and shall perform its duties in accordance with the Agreement between certain of the parties dated April 1, 1996 ("the Agreement") in connection with the construction, acquisition and operation of the Project-Wide Facilities. District No. 1-A hereby covenants that it will make a diligent effort to design and to complete any Additional Facilities as soon as practicable. District No. 1-A shall designate the consulting engineers for the Additional Facilities, which Additional Facilities shall be constructed in accordance with plans and specifications prepared by the consulting engineers and approved by District No. 1-A and by Lewisville. Any changes or exceptions to the submitted plans and specifications, taken or suggested by Lewisville, shall be provided by Lewisville to District No. 1-A within ten (10) business days from the date they are submitted to Lewisville or the plans and specifications shall be deemed approved. After approval of the plans and specifications, there shall be no changes, modifications or amendments to the plans and specifications which are deemed by the City to be material without the prior written consent of Lewisville, which consent will not be unreasonably withheld.

SECTION 2.02. District No. 1-A shall serve as Project Manager for the purpose of easement and facilities site negotiation and acquisition, as well as the purpose of inspection and supervision of the construction of the Additional Facilities. In addition, District No. 1-A shall serve as Project Manager for, and shall supervise the award and administration of the contracts for, the construction of the Additional Facilities. Lewisville shall cooperate with District No. 1-A in connection with the services of District No. 1-A as Project Manager. The construction of the Additional Facilities shall be performed in accordance with the Agreement.

SECTION 2.03. District No. 1-A shall enter into such contracts as may be necessary to provide for the acquisition, construction, financing or utilization of the Additional Facilities. Said contracts shall be approved and executed as required by Chapters 49, 51 and 53 of the Texas Water Code, as amended. Lewisville shall be given notice of and invited to attend all bid openings.

SECTION 2.04. District No. 1-A agrees that adequate water distribution, wastewater collection and treatment capacity, storm sewer and drainage capacity and road system capacity shall be reserved in the Project-Wide Facilities to accommodate the Additional Castle Hills Facilities.

SECTION 2.05. Lewisville agrees that it will proceed, as appropriate, with the issuance of such bonds, notes or other obligations to refund the P.I.D. No. 4 Bonds, in the aggregate amount of up to $35,000,000, and to pay all costs incident to the issuance of such refunding obligations, and any refunding of such bonds as, in the future, may be deemed advisable. In consideration of the issuance of P.I.D. No. 4 Bonds by Lewisville, and the payment from the proceeds of P.I.D. No. 4 Bonds of the costs set forth in EXHIBIT "B", District No. 1-A and District No. 1-F agree to cooperate with Lewisville and P.I.D. No. 4 to implement the financing, construction, acquisition and operation of the Additional Facilities, including, but not limited to, the use of funds lawfully available to District No. 1-A for such purpose. The parties

further agree that any funds which are lawfully available to P.I.D. No. 4 and not dedicated to the financing, acquisition, construction or utilization of the Additional Facilities, may be expended for any lawful purpose.

SECTION 2.06. In accordance with the provisions of Section 49.068 of the Texas Water Code, as amended, the parties agree that District No. 1-A, or its successors or assigns, and District No. 1-F, or its successors or assigns, shall have the right to acquire the Additional Facilities, or any portion of the Additional Facilities, at any time during the term of this Contract by paying to Lewisville the amount necessary to repay, redeem or defease P.I.D. No. 4 Bonds allocable to the Additional Facilities being acquired, together with all costs incident thereto. District No. 1-A or District No. 1-F, as the case may be, shall provide written notice to Lewisville of the exercise of this right no less than sixty (60) days prior to the closing of the transaction by which District No. 1-A or District No. 1-F, or their successors or assigns, acquires the Additional Facilities. Lewisville shall take the steps required by the terms of P.I.D. No. 4 Bonds to repay, redeem or defease P.I.D. No. 4 Bonds. Any acquisition under this section shall comply with procedures required by law.

SECTION 2.07. The parties acknowledge and agree that it is the responsibility of District No. 1-A and District No. 1-F to operate and maintain the Additional Facilities constructed pursuant to this Contract by District 1-A. The Operating and Maintenance Expenses of the Additional Facilities shall be borne by District No. 1-A or District No. 1-F and not Lewisville.

SECTION 2.08. Lewisville and District No. 1-A acknowledge and agree that procedures substantially the same as those specified herein and relating to the financing, construction and operation of the Additional Facilities will be used for the orderly installation of similar facilities for all areas currently located within the boundaries of District No. 1-A.

ARTICLE 3
DISTRICT'S AGREEMENT TO PROVIDE FUNDS TO REPAY P.I.D. NO. 4 BONDS

SECTION 3.01. In order to finance the repayment of P.I.D. No. 4 Bonds issued by Lewisville to pay the costs of the Additional Facilities or to pay the costs of refunding the P.I.D. No. 4 Bonds, District No. 1-F agrees to pay to Lewisville, an amount sufficient, on a cumulative basis, to repay not more than ninety percent (90%) of the original principal amount of P.I.D. No. 4 Bonds together with interest thereon (whether such P.I.D. No. 4 Bonds are issued to pay the costs of the Additional Facilities or to repay obligations issued to refund P.I.D. No. 4 Bonds), as they come due, together with such amounts as may be necessary to pay the costs and expenses incident thereto, issued by Lewisville to pay the costs and expenses of acquiring, constructing, financing or operating the Additional Facilities, including, without limitation, the cost of acquiring all rights-of-way, easements, and land therefor; the funding of ail special funds created for the payment and security of P.I.D. No. 4 Bonds; financial advisor's fees; bond reserve fees; underwriter's discounts; reoffering fees; trustee's fees; registrar and paying agent's fees; bond counsel fees, fees of other legal counsel, rating agency fees, printing and other expenses incurred in connection with the sale and delivery of P.I.D. No. 4 Bonds; and an amount sufficient to provide for the payment of capitalized interest on the P.I.D. No. 4 Bonds for a period not to exceed two (2) years. District 1-F agrees to repay one hundred percent (100%) of the original

principal amount of obligations, together with interest thereon, issued to refund P.I.D. No. 4 Bonds, if ten percent (10%) of the original principal amount of the P.I.D No. 4 Bonds to be refunded have been redeemed with proceeds of assessment prepayments pursuant to a special mandatory redemption under the Trust Agreement.

SECTION 3.02. Lewisville shall deliver a substantial draft of any Bond Ordinances, including any trust indenture authorized therein, to District No. 1-F, setting forth the principal amount and the maturity of P.I.D. No. 4 Bonds to be issued, the special funds created for the payment and security of P.I.D. No. 4 Bonds, the provisions related to the refunding, early retirement or defeasance of P.I.D. No. 4 Bonds, including provisions relating to the creation and establishment of a special escrow fund for the deposit of the proceeds of the sale of P.I.D. No. 4 Bonds; and the procedures to be followed for the disbursement or withdrawal of funds deposited in such accounts. The governing body of District No. 1-F and any other entity which would be obligated to make payments by the terms of the Bond Ordinance must approve the terms and conditions of the Bond Ordinance in order to be bound to pay the amounts required by this Contract, and such approval is a condition precedent to any obligation of Lewisville to issue and deliver any P.I.D. No. 4 Bonds or refunding bonds.

ARTICLE 4
PAYMENTS BY THE DISTRICT

SECTION 4.01. There is hereby levied, and following its approval of the Bond Ordinance in the manner set forth in Article 3, District No. 1-F shall be committed each year to assess and collect a tax on all taxable property within the District, unlimited in rate or amount, in an amount sufficient to pay, on a cumulative basis, as further described in Section 4.02(b), not more than ninety percent (90%) of the original principal amount of P.I.D. No. 4 Bonds, or one hundred percent (100%) of refunding bonds as described in Section 3.01, together with interest thereon, in the manner set forth in Section 4.02 hereof as well as paying agents' fees, bond reserve amount and fees or liquidity fees and other reasonable charges and expenses which may accrue each year in connection with the payment of P.I.D. No. 4 Bonds, and District No. 1-F shall promptly pay to Lewisville all amounts collected pursuant to this Section 4.01.

SECTION 4.02. Without in any manner diluting the obligation of District No. 1-F to pay to Lewisville, in accordance with Section 4.01 hereof, an annual amount sufficient to pay, on a cumulative basis, an amount not more than ninety percent (90%) of the original principal amount of the P.I.D. No. 4 Bonds, or one hundred percent (100%) of refunding bonds as described in Section 3.01, together with interest thereon as well as paying agents' fees, and other charges and expenses which may accrete each year in connection with the payment of P.I.D. No. 4 Bonds, the parties agree that the manner in which District No. 1-F's annual amount shall be calculated and paid shall be as follows:

(a) Lewisville shall, prior to the levy of taxes by District No. 1-F, calculate the total amount of the payments to be made by Lewisville pursuant to P.I.D. No. 4 Bonds in the twelve (12) months beginning on the following February 1, after the application of the available reserves established with the proceeds of such P.I.D. No. 4 Bonds and taking into consideration amounts then on deposit in the debt service fund, if any, for the P.I.D. No. 4 Bonds available to make such payments, and shall calculate the payment from the assessments on all assessable

property within P.I.D. No. 4 which, if ninety-five percent (95%) 'of such assessments are collected in a timely fashion, would be sufficient to pay, on a cumulative basis, an amount not less than ten percent (10%) of the original principal amount of P.I.D. No. 4 Bonds, and one hundred percent (100%) of refunding bonds as described in Section 3.01, together with interest thereon (the "Annual Payment"). Lewisville shall provide written notice to District No. 1-F of the calculation of the Annual Payment by September 1 of each year preceding the above-referenced February 1.

(b) Upon receipt of notification by Lewisville of the calculation of the Annual Payment, District No. 1-F shall assess and collect on all taxable property within its boundaries the tax levied pursuant to this Contract which, if ninety-five percent (95%) of such taxes are collected in a timely fashion, would be sufficient to pay to the holders of P.I.D. No. 4 Bonds an amount equal to the debt service requirement less any amount collected under the Annual Payment, but in no event to exceed, on a cumulative basis, ninety-percent (90%) of the original principal amount of the P.I.D. No. 4 Bonds, and one hundred percent (100%) of refunding bonds as described in Section 3.01, together with interest thereon, as well as paying agents fee and other charges or expenses which may accrue each year in connection with the payment of P.I.D. 4 Bonds.

SECTION 4.03. The parties acknowledge and agree that the obligations of Lewisville under this Contract and the obligations of District No. 1-F to make the payments required by Article IV hereof were subject to the one-time approval by the voters within District No. 1-F of a tax, unlimited in rate or amount, to make the payments under this Contract. This approval was granted at an election conducted within District No. 1-F on November 8, 2016. The parties further agree to make reasonable modifications in this Contract as may be suggested by the underwriters of P.I.D. No. 4 Bonds, the rating agencies, the Attorney General of the State of Texas, or the issuers of any credit enhancement for the P.I.D. No. 4 Bonds, so long as the modifications do not materially increase the obligations of Lewisville under this Contract and so long as the modifications do not change the obligation of District No. 1-F in such a manner as to change the obligation as approved by the voters.

SECTION 4.04. For each year while P.I.D. No. 4 Bonds, or any part of the principal, premium (if any) or interest thereof, remain outstanding and unpaid, there shall be levied, assessed and collected by District No. 1-F in due time, form and manner, and there is hereby levied, a continuing direct annual ad valorem tax, without limit as to rate or amount on all taxable property within such District, at a rate from year to year sufficient to pay, on a cumulative basis, an amount equal to the debt service requirements on P:I,D. No. 4 Bonds less any amount collected under the Annual Payment, but in no event to exceed, on a cumulative basis, ninety percent (90%) of the original principal of P.I.D. No. 4 Bonds, and one hundred percent (100%) of refunding bonds as described in Section 3.01, together with interest thereon, and to create a sinking fund for the payment of principal thereof, when due, and to pay the expenses of assessing and collecting such taxes, and to pay paying agents fees, bond reserve fees or obligations or other charges and expenses relating to the P.I.D. No. 4 Bonds all in the manner set forth in Section 4.02 hereof, provided, however, if any of the aforesaid amounts, have been prepaid as a result of a prepayment of assessments, then the amounts to be paid each year out of ad valorem taxes shall be adjusted accordingly to maintain said requirement that an amount not more than 90% of the original principal amount of the P.I.D. 4 Bonds, and one hundred percent

(100%) of refunding bonds as described in Section 3.01, together with interest thereon be paid, on a cumulative basis, out of ad valorem taxes and to ensure that sufficient funds are available each year to pay the principal of, premium, if any, and interest on P.I.D. No. 4 Bonds coming due in each such year. All proceeds from the collection of taxes levied as herein provided, except expenses incurred in assessment and collection, shall be paid into the debt service fund or such other funds as may be created by the Bond Ordinance. Nothing in this section shall affect the obligations of the District under the Agreement.

SECTION 4.05. The obligation of District No. 1-F to make the payments specified in this Article shall terminate at such time as:

(a) all P.I.D. No. 4 Bonds and all obligations relating thereto have been paid in full and are no longer outstanding, or

(b) there is irrevocably deposited with the paying agent or trustee, as the case may be, in trust, Government Obligations, as hereinafter defined, certified by an independent public accounting firm of national reputation, which shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient funds to pay the principal of; redemption premium, if any, on and interest on all outstanding P.I.D. No. 4 Bonds to their respective due date or dates by reason of maturity, redemption or otherwise and all other obligations and fees relating to the P.I.D. No. 4 Bonds have been fully paid. "Government Obligations" as used herein shall mean direct obligations of the United States of America, including obligations, the principal of and interest on which are unconditionally guaranteed by the United States of America, and United States Treasury obligations such as its State and Local Government Series, which may be in book-entry form.

SECTION 4.06. The following payments shall be made by District No. 1-F in the manner specified in Section 4.02 hereof, for so long as any of P.I.D. No. 4 Bonds issued pursuant to this Contract (or other obligations relating to such P.I.D. No. 4 Bonds) are outstanding:

(a) Such amounts, payable semi-Annually on or before the last business day prior to 90 days prior to the due date of each interest payment on P.I.D. No. 4 Bonds, as may be necessary to pay the principal and/or interest coming due on P.I.D. No. 4 Bonds on the next succeeding interest payment date;

(b) Such amounts, payable upon receipt of a statement therefor, as may be necessary to pay the fees and other costs and charges of the paying agent, registrar or trustee for paying or redeeming P.I.D. No. 4 Bonds coming due on such date;

(c) Such amounts, payable upon receipt of a statement therefor, as may be necessary to pay: (1) the actual cost of any special accounting audits required by any party to P.I.D. No. 4 Bonds; (2) any extraordinary or unexpected expenses or costs reasonably and necessarily incurred in connection with P.I.D. No. 4 Bonds and the Additional Facilities, such as expenses of litigation, if any, and (3) costs of special studies and special professional services, if and when required by any governmental directive or regulation or deemed appropriate by the District;

(d) Such amounts as may be necessary to make all payments into any special fund or reserve fund required to be established and/or maintained by the provisions of any Bond Ordinance;

(e) Such amounts as may be necessary to pay any deficiency in any fund or account required to be accumulated and/or maintained by the provisions of any Bond Ordinance;

(f) All Operation and Maintenance Expenses of the Additional Facilities that are actually incurred, if any, by Lewisville related to the Additional Facilities.

SECTION 4.07. The payments under and pursuant to this Article IV hereof are payable from and secured by an ad valorem tax, imposed by District No. 1-F, unlimited as to rate or amount, which District No. 1-F hereby levies and agrees to assess and collect upon all taxable property within District No. 1-F at the same time as other District No. 1-F taxes are levied, assessed and collected, all in the manner specified in Section 4.02 hereof.

SECTION 4.08. District No. 1-F agrees to establish and maintain any funds required by any Bond Ordinance authorizing the issuance of P.I.D. No. 4 Bonds and to pay those fees and expenses incurred in connection with the issuance of P.I.D. No. 4 Bonds and the construction of the Additional Facilities which are not paid from the proceeds of P.I.D. No. 4 Bonds except for costs and expenses incurred in the initial administration, establishment and operation of P.I.D. No. 4.

SECTION 4.09. District No. 1-F's obligation to make payments under this Contract are unconditional and not subject to off-set or counterclaim, and may be pledged by Lewisville to the repayment of P.I.D. No. 4 Bonds until the entire principal of, redemption premium, if any, and interest on P.I.D. No. 4 Bonds and other obligations, costs and fees relating to such P.I.D. No. 4 Bonds and other obligations, costs and fees relating to such P.I.D. No. 4 Bonds have been paid or provided for.

SECTION 4.10. District No. 1-F's obligation to make payments under this Contract constitute a general obligation of the District, for the faithful performance of which the full faith, credit and resources of District No. 1-F are hereby irrevocably pledged.

SECTION 4.11. In addition to all rights and remedies provided by the laws of the State of Texas. District No. 1-F covenants and agrees that in the event District No. 1-F defaults in the payment of any of the amounts required to be paid under this Contract when due, or defaults in the observance or performance of any of the covenants, conditions or obligations set forth in this Contract, Lewisville or any trustee for the owners of P.I.D. No. 4 Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Directors and other officers of District No. 1-F to observe and perform any covenant, obligation or condition prescribed in this Contract, all in the manner prescribed in the Bond Ordinance or Trust Agreement. No delay or omission to exercise any right or power accruing to Lewisville or any trustee for the owner of P.I.D. No. 4 Bonds upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient.

SECTION 4.12. Under no circumstance shall Lewisville be obligated to make any payment related to P.I.D. No. 4 Bonds or the Additional Facilities from any source other than the payments by District No. 1-F under this Contract and the Assessments collected pursuant to the P.I.D. No. 4 Assessment/Service Plan, as it may be supplemented.

ARTICLE 5
INSURANCE

SECTION 5.01. During such time as District No. 1-A, District No. 1-F or their respective contractors engage in construction work in relation to the Additional Facilities, each of said Districts agrees to require all contractors performing such work to provide adequate insurance in relation to the Additional Facilities and the work being performed as is usually carried by contractors constructing like properties and also to require all contractors to carry worker's compensation insurance.

ARTICLE 6
CONDITIONS PRECEDENT

SECTION 6.01. The obligation of District No. 1-A to acquire and/or construct the Additional Facilities shall be conditioned upon the following:

(a) Approval of the Additional Facilities by any and all other local, state or federal agencies having jurisdiction; and

(b) Sale of P.I.D. No. 4 Bonds in an amount sufficient to pay the costs of the acquisition, construction or utilization of the Additional Facilities and the expenses of issuing P.I.D. No. 4 Bonds.

ARTICLE 7
REGULATORY BODIES

SECTION 7.01. This Contract, and the acquisition of the Additional Facilities, shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction thereof,

ARTICLE 8
PARTIES IN INTEREST

SECTION 8.01. This Contract shall be for the sole and exclusive benefit of Lewisville, P.I.D. No. 4, District No. 1-A, District No. 1-F and any trustee for owners or holders of P.I.D. No. 4 Bonds from time to time, and shall not be construed to confer any benefit or right upon any other parties.

ARTICLE 9
SEVERABILITY

SECTION 9.01. The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Contract, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Contract to other persons or circumstances shall not be affected thereby.

ARTICLE 10
TERM OF CONTRACT

SECTION 10.01. This Contract shall be in force and effect for so long as the P.I.D. No. 4 Bonds and any bonds, notes or obligations issued to refund the P.I.D. No. 4 Bonds, or any of them, remain outstanding and unpaid; provided, however, that in no event shall the term of this Contract exceed thirty-one (31) years from the date of execution hereof by the parties hereto.

ARTICLE 11
AMENDMENTS

SECTION 11.01. This Contract may be amended, modified, revised or changed by written instrument executed by the parties hereto so long as the modifications do not materially increase the obligations of Lewisville under this Contract. District No. 1-A and District No. 1-F shall each have the right to perform the obligations and duties of District No. 1-A and District No. 1-F under this Contract, with the prior written approval of District No. 1-A and District No. 1-F. The parties acknowledge that this Contract has been approved by the qualified voters of District No. 1-F, in the manner specified in Section 49, 51 and 53, Texas Water Code, as amended, and that this Contract may be modified or amended by the Board of Directors of District No. 1-F without voter approval so long as such modification or amendment does not change the obligation of District No. 1-F in such a manner as to change the obligation approved by the voters.

ARTICLE 12
GENERAL PROVISIONS

SECTION 12.01. District No. 1-A covenants that it will operate the Additional Facilities in accordance with accepted good business and engineering practices and in accordance with rules and regulations issued and to be issued by appropriate Federal and State agencies.

SECTION 12.02. The effective date of this Contract shall be later of the date on which this Contract is executed by Lewisville, District No. 1-F, or District No. 1-A.

SECTION 12.03. Failure to enforce any provision of this Contract shall not constitute a waiver.

SECTION 12.04. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein.

SECTION 12.05. Any party hereto may accept advances, loans, grants and gratuities from any source approved by the governing body of that party for the purpose of performing any obligation under this Contract and may make and enter into contracts, agreements, covenants the Board considers appropriate in connection with acceptance of such advances, loans, grants and gratuities.

SECTION 12.06. Notwithstanding any other provision of this Contract to the contrary, District No. 1-A and District No. 1-F each specifically reserve the right, under Section 51.149, Texas Water Code, as amended, to make payments under this Contract from proceeds from the sale of notes or bonds, from taxes, from any other income of either District, or from any combination of these, This shall not be construed to relieve either District from its obligations under this Contract, including specifically, without limitation, the obligations to levy, assess and collect taxes sufficient to fund the payments to Lewisville required under this Contract.

SECTION 12.07. Any notices required under this Contract shall be deemed received five (5) calendar days after date deposited in the United States Postal Service, postage paid, addressed in the manner set forth in Section 12.08.

SECTION 12.08. This Contract is performable in Denton County. Venue for any action affecting this Contract shall lie in Denton County.

If to Lewisville or Lewisville Castle Hills Public Improvement District No. 4:

City of Lewisville
151 West Church Street
Lewisville, Texas 75057

If to District No. 1-A:

Denton County Fresh Water Supply District No. 1-A
2540 King Arthur Blvd, Suite 220
Lewisville, Texas 75056

With a copy to:

Ross Martin
Winstead PC
2728 N. Harwood St., Suite 500
Dallas, Texas 75201

If to District No. 1-F:

Denton County Fresh Water Supply District No. 1-F
2540 King Arthur Blvd, Suite 220
Lewisville, Texas 75056

With a copy to:

Ross Martin
Winstead PC
2728 N. Harwood St., Suite 500
Dallas, Texas 75201

SECTION 12.09. This Contract amends and restates, in all respects, the 2007 Amended Contract.

[From here to end of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of the which shall constitute an original all as of the last date approved by all parties.

CITY OF LEWISVILLE

Date Approved:_____ By: _____
Mayor

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-A

Date Approved:_____ BY:_____

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-F

Date Approved:_____ BY:_____

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4
December, 2007

BEING 372.424 acres of land situated in the Amos Singleton Survey Abstract No. 1138, the B. Schoonover Survey Abstract No. 1209, David Cook Survey Abstract No. 234, the Haynes & Bullion Survey Abstract No. 621, the J.B. Shipp Survey Abstract No. 1227, the R.P. Hardin Survey Abstract No. 613, the T. Wilson Survey Abstract No. 1352, the Peyton R. Splane Survey Abstract No. 1218, the T.A. West Survey Abstract No. 1345, the J.W. Johnson Survey Abstract No. 1609, and the Harrison Young Survey Abstract No. 1148, Denton County, Texas; said land being a part of those certain lands conveyed to H.R. Bright as evidenced by deeds recorded in Volume 397, Page 372; Volume 426, Page 236; Volume 476, Page 207; Volume 503, Page 240; Volume 549, Page 41; and Volume 549, Page 45 all of the Deed Records of Denton County, Texas; and being a 10 ft. strip along the south line of F.M. Road No. 544 (an 80 ft. right-of-way) as recorded in Volume 348 Page 322 Deed Records Denton County, Texas (DRDCT); and being a 10 ft. strip along the east line of F.M. Road No. 2281 (a variable width right-of-way); and being a 10 ft. strip along the south line of S.H. Hwy. No. 121 (a variable width right-of-way); and being a 2.5 ft. strip inside and along the south line of a 5 ft. strip of land annexed to the City of Lewisville as "Tract 96C"; and being a portion of a 2628 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFWSD No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT); said total tract of land being more particularly described in four tracts as follows:

TRACT A (169.722 acres)

BEGINNING at a point in the northeasterly right-of-way line of the Gulf, Colorado, and Santa Fe Railroad at the most southerly corner of that tract of land conveyed to E-Systems, Inc. Pool Trust as Tract II as evidenced by deed recorded in Volume 1067, Page 962 DRDCT;

1. THENCE North 01°59'53" East, along the east line of said Tract II, for a distance of 1344.26 feet to a point in the southerly right-of-way line State Highway No. 121, a variable width right-of-way;

2. THENCE along the southerly right-of-way of State Highway 121 the following: North 60°47'31" East for a distance of 1411.74 feet, and continuing along said southerly line as follows:

3. North 64°21'05" East for a distance of 317.55 feet;

4. North 67°10'47" East for a distance of 399.53 feet;

5. North 60°23'27" East for a distance of 451.95 feet;

6. North 64°57'59" East for a distance of 150.48 feet;

7. North 60°23'25" East for a distance of 200.00 feet;

8. South 75°39'46" East for a distance of 122.50 feet;

9. South 29°33'19" East for a distance of 50.17 feet;

10. South 15°12'54" East for a distance of 38.06 feet;

11. North 74°47'06" East for a distance of 110.00 feet;

12. North 15°12'54" West for a distance of 118.00 feet;

13. North 15°34'04" East for a distance of 134.69 feet;

14. North 60°47'30" East for a distance of 680.30 feet;

15. North 54°07'47" East for a distance of 341.95 feet;

16. North 57°34'50" East a distance of 88.65 feet to a point on the westerly line of a 150 foot T.P. & L easement;

17. THENCE South 24°04'13" West a distance of 3459.70 feet to a point in the northeasterly line of that tract of land conveyed to Texas Utilities Electric Company as evidenced by deed recorded in Denton County CC#95-R0092775;

18. THENCE North 65°55'45" West along the northeasterly line of the Texas Utilities tract for a distance of 215.60 feet to a point at its most northerly corner;

19. THENCE South 24°04'13" West along the northwesterly line of the Texas Utilities tract a distance of 1350.15 feet passing a one-half inch iron rod found at its most westerly corner in the northeasterly line of said Railroad in all a distance of 1500.32 feet to a point in the southerly line of said Railroad, said line also being the north line of a tract conveyed to the Lewisville Independent School District (L.I.S.D.);

20. THENCE North 63°14'28" West, along the south line of said Railroad and the north line of said L.I.S.D. tract, for a distance of 1829.56 feet to a point in the east line of that tract of land conveyed to E-Systems, Inc. Pool Trust as Tract III as evidenced by deed recorded in Volume 1067, Page 982, DRDCT at the northwest corner of the L.I.S.D. tract;

21. THENCE North 02°08'59" East, crossing said Railroad, for a distance of 164.99 feet, to the POINT OF BEGINNING and containing 170.220 acres of land.

SAVE and EXCEPT:

6 foot strip of land to City of Lewisville containing 0.498 acres of land being a portion of Tract 96C (called 3.53 acres) leaving a total area for Tract A of 169.722 acres of land.

TRACT B (119.237 acres)

BEGINNING at the south end of a corner clip at the intersection of the south line of State Highway 121 (SH121), with the east line of Josey Lane, a 120 foot wide right-of-way;

1. THENCE North 15°11'48" East along said corner clip for a distance of 130.91 feet to the south line of SH121;

2. THENCE North 60°50'28" East for a distance of 441.35 feet, and continuing along the south line of SH121 as follows;

3. North 55°16'21" East for a distance of 474.68 feet;

4. North 58°06'31" East for a distance of 274.42 feet;

5. North 60°47'30" East for a distance of 1583.89 feet;

6. North 63°29'47" East for a distance of 267.19 feet;

7. North 66°11'18" East for a distance of 700.68 feet;

8. North 60°47'34" East for a distance of 87.05 feet to a point;

9. THENCE South 00°26'22" East, departing SH121, for a distance of 97.47 feet to point;

10. THENCE North 89°57'35" East for a distance of 201.20 feet to a point at the northwest corner of that tract of land conveyed to M.E. Tillie as evidenced by deed recorded in Volume 296, Page 263 DRDCT;

11. THENCE South 00°31'25" East along the west line of the aforementioned Tillie tract for a distance of 1304.54 feet;

12. THENCE South 60°50'28" West, departing said west line, for a distance of 1639.49 feet to a point;

13. THENCE South 29°12'30" East, for a distance of 160.18 ft. to a point on the centerline of proposed Windhaven Parkway for the beginning of a circular curve to the left;

14. THENCE along said centerline with said circular curve to the left having a central angle of 20°23'51", a radius of 860.00 ft. feet, a chord of North 87°25'49" West 304.55 feet, and an arc distance of 306.16 feet to a point of tangency;

15. THENCE South 60°50'28" West, continuing along said centerline, for a distance of 1546.72 feet, to the intersection of said projected centerline with the east line of Josey Lane (a variable width right-of-way), and for the beginning of a circular curve to the left;

16. THENCE along said east line with said circular curve to the left having a central angle of 05°24'36", a radius of 5789.58 feet, a chord of North 26°25'22" West 546.61 feet, for an arc distance of 546.71 feet to a point of tangency;THENCE North 29°07'41" West, continuing along the east line of said Josey Lane, for a distance of 705.98 feet to the POINT OF BEGINNING and containing 119.874 acres of land.

SAVE AND ACCEPT

a 5 foot strip of land to the City of Lewisville containing 0.637 acres of land being a portion of Tract 96C (called 3.53 acres), leaving a net total area for Tract B of 119.237 acres of land.

TRACT C (1.659 acres)

COMMENCING at the intersection of the south line of the Gulf Colorado and Santa Fe Railroad as recorded in Volume 440 Page 201and Volume 441 Page 146 DRDCT, with the east line of said 130 acre tract; Thence North 01°03'52" West, along said east line, for a distance of 154.71 feet to a point on the north line of said Railroad, at said north line's intersection with the east line of said 130 Acre tract; Thence North 76°53'50" West, along said north line, for a distance of 908.94 feet to the POINT OF BEGINNING;

1. THENCE, North 76°53'50" West, continuing along said north line, for a distance of 549.70 feet to a point for the beginning of a circular curve to the right;

2. THENCE continuing along said north line with said circular curve to the right having a central angle of 01°35'00", a radius of 9092.37 ft., and a chord of North 76°06'20" West 251.25 ft., for an arc length of 251.26 ft. to a point for the beginning of a compound circular curve to the right;

3. THENCE continuing along said north line with said circular curve to right having a central angle of 00°08'34", a radius of 6800.55 ft., and a chord of North 75°14'32" West 16.95 ft., for an arc length of 16.95 ft. to a point;

4. THENCE North 89°11'40" East, departing said north line, for a distance of 585.54 ft. to a point on the southwest line of Farm To Market Road No. 544 (a variable width right of way);

5. THENCE along said southwest line with a circular curve to the left having a central angle of 19°43'14", a radius of 612.96 ft., and a chord of South 79°51'09" East 209.93 ft., for an arc length of 210.97 ft. to a point;

6. THENCE South 01°16'07" East, departing said southwest line, for a distance of 160.55 ft. to the POINT OF BEGINNING and containing 1.726 acres of land.

SAVE and EXCEPT:

5 foot strip of land to City of Lewisville containing 0.067 acres of land being a portion of Tract 96C (called 3.53 acres), leaving a total area for Tract C of 1.659 acres of land.

Tract D (78.324 acres)

BEING a tract of land situated in the Harrison Young Survey Abstract No. 1448 Denton County, Texas; said tract being a part of those certain lands conveyed to Castle Hills Development Corporation as recorded in Denton County Documents CC #97-026044 and CC #97-026045; and being a portion of a 2828 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFWSD No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT); said tract being more particularly described as follows:

BEGINNING at the southeast end of a corner clip at the intersection of the south line of Farm To Market Road No. 544 (FM

544) (a variable width right-of-way), with the west line of Farm To Market Road No. 2281 (FM 2281 Denton Rd.) (a variable width right-of-way);

1. THENCE South 01°56'18" East, along said west line, for a distance of 177.10 feet to a point;

2. THENCE South 03°46'20" West, continuing along said west line, for a distance of 351.75 feet to a point;

3. THENCE South 07°36'57" East, continuing along said west line, for a distance of 351.75 feet to a point;

4. THENCE South 01°56'18" East, continuing along said west line, for a distance of 1073.45 feet to a point for the beginning of a circular curve to the right;

5. THENCE continuing along said west line with said circular curve to the right having a central angle of 00°55'36", a radius of 11,399.16 feet, a tangent length of 92.25 feet, and a chord of South 01°28'29" East 184.50 feet, for an arc distance of 184.50 feet to a point of tangency;

6. THENCE South 01°00'40" East, continuing along said west line, for a distance of 887.35 feet to a point for the beginning of a circular curve to the right;

7. THENCE continuing along said west line with said circular curve to the right having a central angle of 00°40'05", a radius of 5669.58 feet, a tangent length of 33.05 feet, and a chord of South 00°40'37" East 66.10 feet, for an arc distance of 66.10 feet to a point at the intersection of said west line with the south line of said Castle Hills Development tract, said south line also being common with the south line of said DCFWSD No. 1;

8. THENCE South 89°23'00" West, departing said west line and along said common south line, for a distance of 1273.46 feet to a point for the beginning of a non-tangent circular curve to the left on the east line of State Highway No. 121 By-Pass;

9. THENCE departing said common south lines and along said east line with said circular curve to the left having a central angle of 19°57'23", a radius of 3834.72 feet, a tangent length of 674.66 feet, and a chord of North 07°14'24" East 1328.91, for an arc distance of 1335.66 feet to a point of tangency;

10. THENCE North 02°44'16" West, continuing along said east line, for a distance of 865.59 feet to a point for the beginning of a circular curve to the right;

11. THENCE continuing along said east line with said circular curve to the right having a central angle of 11°43'14", a radius of 2849.79 feet, a tangent length of 292.50 feet, and a chord of North 03°07'19" East 581.95 feet, for an arc distance of 582.98 feet to a point;

12. THENCE North 16°12'07" East, continuing along said east line, for a distance of 148.83 feet to a point;

13. THENCE North 13°33'25" East, continuing along said east line, for a distance of 200.33 feet to a point at the southwest end of a corner clip at the intersection of said east line with the south line of said FM 544;

14. THENCE North 56°47'47" East, along said corner clip, for a distance of 115.08 feet to a point for the beginning of a non-tangent circular curve to the left at the northeast end of said corner clip and on said south line;

15. THENCE along said south line with said circular curve to the left having a central angle of 10°33'44", a radius of 1492.40 feet, a tangent length of 137.95 feet, and a chord of South 85°29'21" East 274.72 feet, for an arc distance of 275.11 feet to a point of tangency;

16. THENCE North 89°13'47" East, continuing along said south line, for a distance of 518.37 feet to a point at the northwest end of said corner clip at the intersection of said south line with the west line of said FM 2281 Denton Rd.;

17. THENCE South 46°17'16" East, along said corner clip, for a distance of 71.15 feet to the POINT OF BEGINNING and containing 78.470 acres of land.

SAVE and EXCEPT:

5 foot strip of land to City of Lewisville containing 0.146 acres of land being a portion of Tract 96C (called 3.53 acres), leaving a total area for Tract D of 78.324 acres of land.

TRACT E1

BEGINNING at the northwest end of a corner clip at the intersection of the south line of Farm To Market Road No. 544 (FM 544) (a variable width right-of-way), with the west line of Farm To Market Road No. 2281 (FM 2281 Denton Rd.) (a variable width right-of-way);

1. THENCE North 89°13'47" East, departing said corner clip, and along an extension of the south line of said F.M. 544, for a distance of 159.77 ft. to a point for corner at the intersection of said south line with a line 10 ft. west of and parallel to the east line of said F.M. 2281;
2. THENCE North 01°56'18" West, along said parallel line, for a distance of 1386.23 ft. to a point for corner;
3. THENCE North 00°57'31" West, continuing along said parallel line, for a distance of 314.05 ft. to a point for corner, said point being the intersection of said parallel line with a line 10 ft. north of and parallel to the south line of S.H. 121 (a variable width right-of-way);
4. THENCE North 41°43'42" East, along said parallel line, for a distance of 341.28 ft. to a point for corner;
5. THENCE North 47°13'29" East, continuing along said parallel line, for a distance of 559.04 ft. to a point for corner;
6. THENCE North 60°39'37" East, continuing along said parallel line, passing at 137.64 ft. the south line of the G.C.&S.F. Railroad, passing at 318.71 ft. the north line of said Railroad, and continuing for a total distance of 356.66 ft. to a point for corner;
7. THENCE North 60°47'30" East, continuing along said parallel line, for a distance of 1393.61 ft. to a point for corner at the intersection of said parallel line with a a line 10 ft. west of and parallel to the west line of a parcel conveyed to Castle Hills Property Co. as recorded in County Clerks Document No. 2006-153340 DRDCT;
8. THENCE North 01°59'53" East, along said parallel line, for a distance of 21.04 ft. to a point for corner;
9. THENCE North 60°47'30" East, for a distance of 11.69 ft. to a point for corner on the west line of said Castle Hills Property Co. tract, said point being at the center of a 5 ft. strip annexed to the City of Lewisville as "Tract 96C";
10. THENCE South 01°59'53" West, along said west line, for a distance of 32.73 ft. to a point for corner on the south line of said S.H. 121;
11. THENCE South 60°47'30" West, along said south line, for a distance of 1399.43 ft. to a point for corner;
12. THENCE South 60°39'37" West, continuing along said south line, at 31.22 ft. passing the north line of said G.C.&S.F. Railroad, passing at 211.96 ft. the south line of said Railroad, and continuing for a distance of 356.38 ft. to a point for corner;
13. THENCE South 57°29'55" West, continuing along said south line, for a distance of 476.47 ft. to a point for corner;
14. THENCE South 47°13'29" West, continuing along said south line, for a distance of 557.66 ft. to a point for corner;
15. THENCE South 41°43'42" West, continuing along said south line, for a distance of 336.89 ft. to a point for corner at the intersection of said south line with the east line of said F.M. 2281;
16. THENCE South 00°57'31" East, along the east line of said F.M. 2281, for a distance of 310.06 ft. to a point for corner;
17. THENCE South 01°56'18" East, continuing along said east line, at 1100.84 ft. departing said east line at a point of curvature, and continuing for a distance of 1355.48 ft. to a point for corner at the intersection the extension of said east line with a line 10 ft. north of and parallel to the south line of F.M. 544 east of said F.M. 2281;
18. THENCE North 89°21'08" East, along said parallel line, for a distance of 1261.31 ft. to a point for corner;
19. THENCE North 89°40'40" East, continuing along said parallel line, for a distance of 996.51 ft. to a point for corner and for the beginning of a circular curve to the left;
20. THENCE continuing along parallel line with said circular curve to the left having a central angle of 03°12'00", a radius of 5759.58 ft., a tangent length of 160.88 ft., and a chord of North 88°04'40" East 321.63 ft., for an arc distance of 321.68 ft. to a point of tangency for corner;
21. THENCE North 86°28'40" East, continuing along said parallel line, for a distance of 1742.09 ft. to a point for corner;
22. THENCE 86°54'40" East, continuing along said parallel line, for a distance of 1303.09 ft. to a point for corner;
23. THENCE South 87°22'42" East, continuing along said parallel line, for a distance of 201.00 ft. to a point for corner;
24. THENCE North 86°54'40" East, continuing along said parallel line, for a distance of 86.97 ft. to a point for corner;
25. THENCE North 87° 26'40" East, continuing along said parallel line, for a distance of 286.67 ft. to a point for corner and for the beginning of a circular curve to the left;
26. THENCE continuing along said parallel line with said circular curve to the left having a central angle of 06°35'00", a radius of 1195.92 ft., a tangent length of 68.78 ft., and a chord of North 84°09'10" East 137.34 ft., for an arc distance of 137.41 ft. to a point of tangency for corner;
27. THENCE North 80°51'40" East, continuing along said parallel line, for a distance of 540.50 ft. to a point for corner and for the beginning of a circular curve to the right;

28. THENCE continuing along said parallel line with said circular curve to the right having a central angle of 39°00'00", a radius of 522.96 ft., a tangent length of 185.19 ft., and a chord of South 79°38'20" East 349.13 ft., for an arc distance of 355.97 ft. to a point of tangency for corner;
29. THENCE South 60°08'20" East, continuing along said parallel line, for a distance of 1377.70 ft. to a point for corner and for the beginning of a circular curve to the left;
30. THENCE continuing along said parallel line with said circular curve to the left having a central angle of 07°33'16", a radius of 622.96 ft., a tangent length of 41.13 ft., and a chord of South 63°54'58" East 82.08 ft., for an arc distance of 82.14 ft. to a point for corner on the north line of a tract conveyed to John W. Tucker as recorded in C.C. No.'s 96-R0091453 and 97-R0006431 DRDCT;
31. THENCE South 89°11'40" West, departing said parallel line, and along the north line of said Tucker tract, for a distance of 24.46 ft. to a point for corner on the south line of said F.M. 544 and for the beginning of a circular curve to the right;
32. THENCE along said south line with said circular curve to the right having a central angle of 05°31'04", a radius of 632.96 ft., a tangent length of 30.50 ft., and a chord of North 62°53'52" West 60.93 ft., for an arc distance of 60.96 ft. to a point of tangency for corner;
33. THENCE North 60°08'20" West, continuing along said south line, for a distance of 1377.70 ft. to a point for corner and for the beginning of a circular curve to the left;
34. THENCE continuing along said south line with said circular curve to the left having a central angle of 39°00'00", a radius of 512.96 ft., a tangent length of 181.65 ft., and a chord of North 79°38'20" West 181.65 ft., for an arc distance of 349.16 ft. to a point of tangency for corner;
35. THENCE South 80°51'40" West, continuing along said south line, for a distance of 540.50 ft. to a point for corner and for the beginning of a circular curve to the right;
36. THENCE along said south line with said circular curve to the right having a central angle of 06°35'00", a radius of 1205.92 ft., a tangent length of 69.36 ft., and a chord of South West 138.48 ft., for an arc distance of 138.56 ft. to a point of tangency for corner;
37. THENCE South 87°26'40" West, continuing along said south line, for a distance of 286.62 ft. to a point for corner;
38. THENCE South 86°54'40" West, continuing along said south line, for a distance of 87.42 ft. to a point for corner;
39. THENCE North 87°22'42" West, continuing along said south line, for a distance of 201.00 ft. to a point for corner;
40. THENCE South 86°54'40" West, continuing along said south line, for a distance of 1302.55 ft. to a point for corner;
41. THENCE South 86°28'40" West, continuing along said south line, for a distance of 1742.05 ft. to a point for corner;
42. THENCE South 89°40'40" West, continuing along said south line, for a distance of 993.49 ft. to a point for corner;
43. THENCE South 89°21'08" West, continuing along said south line, for a distance of 1210.99 ft. to a point for corner at the northeast end of a corner clip at the intersection of said south line with the east line of said F.M. 2281;
44. THENCE South 41°16'26" West, along said corner clip, for a distance of 73.06 ft. to a point for corner at the southwest end of said corner clip;
45. THENCE South 01°56'18" East, along the east line of said F.M. 2281, for a distance of 12.90 ft. to a point for corner;
46. THENCE South 88°03'42" West, departing said east line, across said F.M. 2281, for a distance of 120.00 ft. to a point for corner at the southeast end of the corner clip at the intersection of the west line of said F.M. 2281 with the south line of said F.M. 544;
47. THENCE North 46°17'15" West, along said corner clip, for a distance of 71.15 ft. to the POINT OF BEGINNING and containing 3.300 acres (143,752 sq. ft.) of land.

TRACT E2

BEGINNING at the south end of a corner clip at the intersection of the south line of State Highway 121 (SH121), with the east line of Josey Lane, a 120 foot wide right-of-way:

1. THENCE South 29°12'05" East, along said east line of Josey Lane, for a distance of 2.50 ft. to a point for corner on the south line of said City of Lewisville 5 ft. strip;
2. THENCE South 60°47'55" West, departing said east line and with said Lewisville south line, and across said Josey Lane, passing at 120.00 ft. the west line of said Josey Lane, and continuing for a distance of 121.94 ft. to a point for corner;
3. THENCE North 76°36'26" West, continuing along said Lewisville south line, for a distance of 125.22 ft. to a point for corner;
4. THENCE South 60°52'20" West, continuing along said south line, for a distance of 176.62 ft. to a point for corner;
5. THENCE South 65°21'47" West, continuing along said south line, for a distance of 150.48 ft. to a point for corner;
6. THENCE South 60°47'30" West, continuing along said south line, for a distance of 149.86 ft. to a point for corner;
7. THENCE South 66°18'49" West, continuing along said south line, for a distance of 480.30 ft. to a point for corner;

8. THENCE South 63°26'10" West, continuing along said south line, for a distance of 144.15 ft. to a point for corner;
9. THENCE South 63°04'41" West, continuing along said south line, for a distance of 44.21 ft. to a point for corner;
10. THENCE South 60°47'30" West, continuing along said south line, for a distance of 1531.88 ft. to a point for corner;
11. THENCE South 57°34'50" West, continuing along said south line, for a distance of 255.75 ft. to a point for corner on the northwest line of a 150 foot T.P. & L easement as recorded in Volume 609 Page 547 DRDCT;
12. THENCE North 24°04'13" East, departing said south line and along said northwest line, for a distance of 4.53 ft. to a point for corner at the intersection of said northwest line with a line 2.50 ft. offset north from and parallel to the south line of said 5 ft. Lewisville strip of land;
13. THENCE North 57°34'50" East, departing the northwest line of said T.P.&L. easement, and along said parallel line, for a distance of 252.05 ft. to a point for corner;
14. THENCE North 60°47'30" East, continuing along said parallel line, for a distance of 1531.80 ft. to a point for corner;
15. THENCE North 63°26'10" East, continuing along said parallel line, for a distance of 144.22 ft. to a point for corner;
16. THENCE North 66°18'49" East, continuing along said parallel line, for a distance of 480.24 ft. to a point for corner;
17. THENCE North 60°47'30" East, continuing along said parallel line, for a distance of 149.64 ft. to a point for corner;
18. THENCE North 65°21'47" East, continuing along said parallel line, for a distance of 150.48 ft. to a point for corner;
19. THENCE North 60°52'20" East, continuing along said parallel line, for a distance of 177.50 ft. to a point for corner;
20. THENCE South 76°36'26" East, continuing along said parallel line, for a distance of 125.22 ft. to a point for corner;
21. THENCE North 60°47'55" East, continuing along said parallel line, passing at 0.97 ft. the west line of said Josey Lane, and continuing for a distance of 120.97 ft. to the POINT OF BEGINNING and containing 0.182 acres (7,946 sq. ft.) of land.

SAID TRACT A, TRACT B, TRACT C, TRACT D, TRACT E1, and TRACT E2 COMBINED TOTALING 372.424 ACRES OF LAND.

This description is not complete without the attached exhibits.

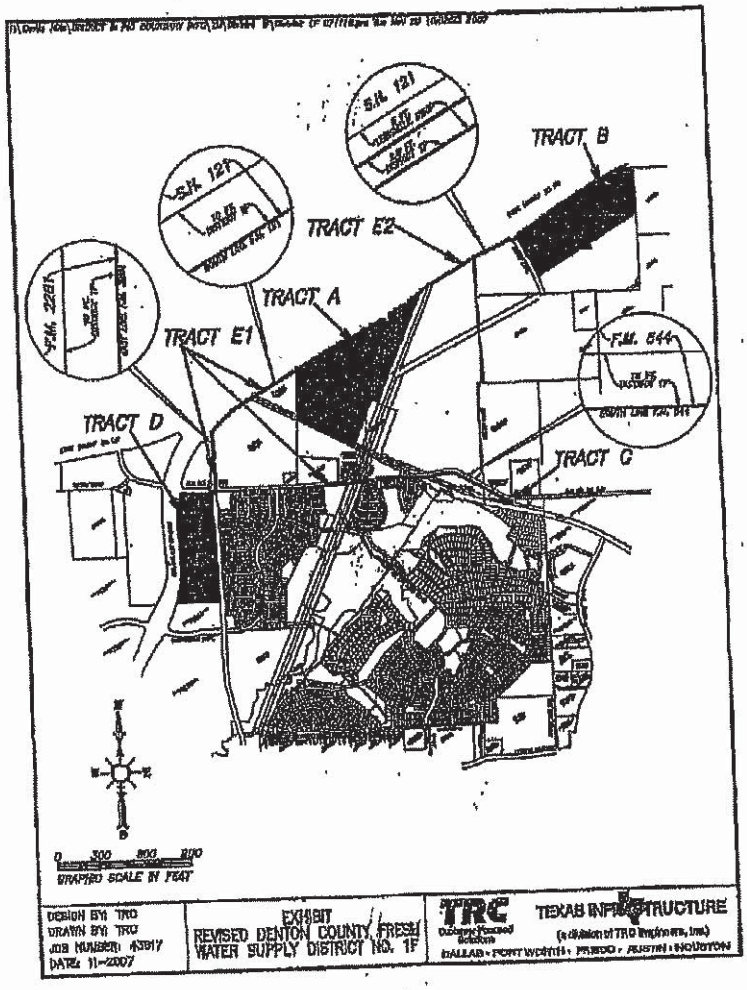

S.H. 121
TRACT B
TRACT E2
TRACT A
TRACT E1
F.M. 2281
F.M. 544
TRACT D
TRACT C
0 300 600 1200
GRAPHIC SCALE IN FEET
DESIGN BY: TRC
DRAWN BY: TRC
JOB NUMBER: A3917
DATE: 11-2007
EXHIBIT
REVISED DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1F
TRC
TEXAS INFRASTRUCTURE
DALLAS • FORT WORTH • FRESNO • AUSTIN • HOUSTON

EXHIBIT "B"

CONSTRUCTION COSTS

Water Distribution System	$ 3,924,000
Water Storage and Contract Rights	$ 1,124,000
Sanitary Sewer System and Contract Rights	$ 4,838,000
Storm Drainage System and Flood Control	$ 5,715,000
Roads and Streets	$ 6,170,000
SUBTOTAL	$21,771,000
Contingencies	$ 3,278,000
Design, Survey, Geotechnical, Engineering, Contract Administration, Acquisition of Contract Rights	$ 2,206,000
TOTAL CONSTRUCTION COSTS	$27,255,000

NON-CONSTRUCTION COSTS

Legal Fees (Bond Counsel)	$ 640,000
Underwriter Fees	$ 320,000
Underwriter's Counsel	$ 480,000
Capitalized Interest (1 year @ 5.5% per annum)	$ 3,000,000
Bond Reserve Fund	$ 5,000
Expenses Relating to the Establishment, Administration And Operation of the P.I.D.	$ 300,000
TOTAL NON-CONSTRUCTION COSTS	$ 4,745,000
TOTAL PRINCIPAL AMOUNT OF OBLIGATIONS TO BE INCURRED TO PROVIDE FACILITIES, IMPROVEMENTS AND SERVICES	$32,000,000

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: July 5, 2017

SUBJECT: **Consideration of an Ordinance Updating the Assessment/Service Plan and Assessment Roll for Lewisville Castle Hills Public Improvement District No. 4; Providing a Repealer; Providing For Severability; Providing an Effective Date; and Declaring an Emergency.**

BACKGROUND

Chapter 372 of the Local Government Code authorizes the creation of Public Improvement Districts (PIDs) to provide a tool by which a city can levy and collect special assessments on property that is within the city or within the city's extraterritorial jurisdiction (ETJ) for designated purposes including the construction of street and water/wastewater improvements. In 1996, the city entered into a development agreement with Denton County Fresh Water Supply Districts (DCFWSD) No. 1-A and No. 1-B and Bright Farm Partnerships to create PIDs to provide the financing necessary for infrastructure development in the city's ETJ.

Since the approval of the 1996 agreement, DCFWSD 1-A divided into additional districts—1-C, 1-D, 1-E, 1-F, 1-G and 1-H. PIDs have been approved by the City Council as follows:

PID No. 1	DCFWSD 1-B
PID No. 2	DCFWSD 1-D
PID No. 3	DCFWSD 1-E
PID No. 4	DCFWSD 1-F
PID No. 5	DCFWSD 1-G
PID No. 6	DCFWSD 1-H
PID No. 7	DCFWSD 1-C

Combination Contract Revenue and Special Assessment bonds have been issued in the districts which are paid via property tax collections in the respective district (an assessment on property owners in the districts would only occur if tax collections were insufficient to cover debt payments). Total outstanding debt for these PIDs is currently $113.915M. This debt is strictly a liability of the districts and not the City of Lewisville.

ANALYSIS

On April 2, 2007, the City Council passed a resolution approving and authorizing the creation of PID No. 4 to finance the costs of certain authorized public improvements. The City Council also

called for a public hearing to consider approving the Service and Assessment Plan and the Assessment Roll. On May 21, 2007 a public hearing was held and the Plan and Roll were approved. On May 19, 2014 a public hearing was held and an amended and supplemental plan was adopted for development changes due to lots being subdivided into different sizes that had not originally been anticipated in the original Service and Assessment Plan.

The Service and Assessment Plan identifies the public improvements to be provided by the PID, the cost of the public improvements, the indebtedness to be incurred for the public improvements, and the manner of assessing the property in the PID for the costs of the public improvements. The Assessment Roll identifies the assessment on each parcel, based on the method of assessment identified in the Plan. The plan from 2014 is now being updated to reflect current information concerning public improvement costs, outstanding assessments and indebtedness.

Pursuant to the requirement of the Attorney General (AG) at the time the first bonds were issued in 2008 for PID No. 4 (District 1-F), the City levied assessments on property in PID No. 4. The assessments were 10% of the total voted bond authority for District 1-F. The assessments were structured such that when a certificate of occupancy was issued to a builder by the City, the builder or developer pre-paid the total amount of the assessment so that no assessments would be outstanding when the homes were sold to end users. The Plan for PID No. 4 details the amount of the assessments per lot type and how the assessments are calculated and paid.

The updated Plan PID No. 4 encompasses DCFWSD 1-F and is made up of approximately 264 acres subdivided into 1,097 residential lots and 86.83 acres of commercial tracts and 13.85 common-use acres.

RECOMMENDATION

It is City staff's recommendation that the City Council consider approval of the ordinance as set forth in the caption above.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTIES QF DENTON AND DALLAS §
CITY OF LEWISVILLE §

I, the undersigned City Secretary of the City of Lewisville, Texas, hereby certify as follows:

1. The City Council of the City of Lewisville, Texas convened in a regular session on the _____, 2017 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas (the "Meeting"), and the roll was called of the duly constituted Council Members of the City of Lewisville, Texas to-wit:

Rudy Durham	Mayor
Brent Daniels	Mayor Pro-Tem
Brandon Jones	Deputy Mayor Pro-Tem
TJ Gilmore	Council Member
R. Neil Ferguson	Council Member
Bob Troyer	Council Member

And all of the persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting:

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, UPDATING THE ASSESSMENT/SERVICE PLAN AND ASSESSMENT ROLL FOR LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

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

Aye: _____ No: _____

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the

Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The City Council has approved the aforementioned attached Ordinance and the Mayor and the City Secretary of the City of Lewisville have duly signed the Ordinance; and that the City Secretary hereby declares that the attached Ordinance is a true and correct copy of the Ordinance for all purposes.

SIGNED AND SEALED this _____, 2017.

_____
Julie Heinze, City Secretary
City of Lewisville

[City Seal]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, UPDATING THE ASSESSMENT/SERVICE PLAN AND ASSESSMENT ROLL FOR LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, a petition was submitted to the City Council of the City of Lewisville, Texas ("Lewisville" or the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "Code"), requesting the creation of a public improvement district over a portion of territory to be known as Lewisville Castle Hills Public Improvement District No.4 ("P.I.D. No.4" or the "P.I.D.");

WHEREAS, on the 2nd day of April, 2007, the Lewisville City Council passed and approved Resolution No. 3433-04-2007 making certain findings in connection with P.I.D. No.4, relating to the advisability of improvements and services, the nature of the improvements and services, the estimated cost of the improvements and services, the boundaries of P.I.D. No.4, the method of assessment and the apportionment of costs between P.I.D. No. 4 and Lewisville, authorizing the creation of P.I.D. No. 4 and a hearing on the Assessment/Service Plan, and directing the publication of notice of the authorization and creation of P.I.D. No.4;

WHEREAS, after a hearing held on the 21st day of May, 2007 at 7:00 p.m. the Lewisville City Council adopted Ordinance No. 3448-05-2007 approving an Assessment/Service Plan;

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") and the Service and Assessment Plan require that the Assessment/Service Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the City desires to adopt an Annual Assessment/Service Plan Update for 2017, prior to the issuance of the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2017 Bonds");

WHEREAS, this Assessment/Service Plan Update, including an updated Assessment Roll, attached as Exhibit A hereto conforms the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and updates the Assessment Roll to reflect prepayments, reallocation of lot types and assessments, issuance of the Series 2017 Road Bonds and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which updates the Assessment Ordinance and approves and adopts this Assessment/Service Plan

Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

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

SECTION I. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

SECTION II. The Assessment/Service Plan Update, including updated Assessment Roll, is attached hereto as Exhibit A, is hereby accepted and approved.

SECTION III. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION IV. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION V. It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON _____, 2017.

_____
Mayor, City of Lewisville

ATTEST:

_____
City Secretary, City of Lewisville

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney, City of Lewisville

Exhibit A
Assessment Roll

DAVID
TAUSSIG
& ASSOCIATES, INC.

CITY OF LEWISVILLE
PUBLIC IMPROVEMENT DISTRICT NO. 4
(CASTLE HILLS)

ANNUAL SERVICE PLAN UPDATE
TO THE
ASSESSMENT/SERVICE PLAN

JULY 17, 2017

Public Finance
Public Private Partnerships
Urban Economics

MCKINNEY, TEXAS
NEWPORT BEACH,
CALIFORNIA

TABLE OF CONTENTS

SECTION		PAGE
I.	INTRODUCTION	3
II.	DEFINITIONS	4
III.	ANNUAL SERVICE PLAN UPDATE	6
IV.	ASSESSMENT PLAN	10

EXHIBIT A – ASSESSMENT ROLL

I. INTRODUCTION

The Lewisville Castle Hills Public Improvement District No. 4 (the "PID"), which is located in the extraterritorial jurisdiction of the City of Lewisville (the "City"), was created by the City Council of the City of Lewisville (the "Council") by Resolution No. 3433-04-2007 (the "Resolution") on April 2, 2007 in accordance with the Public Improvement District Act, being Chapter 372 of the Texas Local Government Code (the "PID Act") to finance the costs of certain public improvements (the "Authorized Improvements") for the benefit of the property in the PID (the "Assessed Property"). An Assessment/Service Plan (the "Original Plan") was subsequently adopted by the Council on January 7, 2008 and Assessments in the amount of $4,200,000 were levied. A Supplemental Assessment/Service Plan (the "Supplemental Plan") adopted on January 7, 2008 reduced the Assessments levied to $3,325,000. Finally, an Amended Assessment/Service Plan (the "Amended Plan") was prepared and adopted by the City following a public hearing held on May 19, 2014; the Amended Plan levied Assessments in the amount of $3,456,356.49.

Pursuant to Sections 372.013 and 372.014 of the PID Act, the Service Plan is to be reviewed and updated annually and is to include an Assessment Plan. This Annual Service Plan Update to the Amended Plan (the "Annual Plan Update") is comprised of the following four parts:

- Definitions;
- Service Plan Update;
- Assessment Plan; and
- Assessment Roll.

II. DEFINITIONS

The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Annual Plan Update, the words "shall" and "will" are mandatory, and the word "may" is permissive.

"Annual Interest Installment" means, with respect to each Parcel, each annual payment of annual interest on the Assessment, as shown on the Assessment Roll attached hereto, and calculated as provided in Section IV of this Annual Plan Update.

"Annual Service and Assessment Plan Update" means an annual update to the Service and Assessment Plan approved by the City pursuant to Section 372.013 of the PID Act.

"Assessed Property" means, for any year, Parcels within the PID upon which an Assessment has been levied.

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

"Assessment Ordinances" means Ordinance No. 3448-05-2007 approved by the City on May 23, 2007 (the "2007 Ordinance") levying Assessments on the Lots within the PID, Ordinance No. 3528-01-2008 approved by the City on January 7, 2008 (the "2008 Ordinance") approving a Supplemental Assessment/Service Plan and levying Assessments on the Lots within the PID, and Ordinance No. 4074-05-2014 approved by the City on May 19, 2014 (the "2014 Ordinance") approving the Amended and Supplemented Assessment/Service Plan and levying Assessments on the Lots within the PID.

"Bonds" mean all bonds secured by Contract Revenues and Assessments, issued by the City in one or more series.

"Contract Revenues" mean those revenues received by the City from District 1-F pursuant to the Joint Utility Contract for the payment of debt service on the Bonds.

"Joint Utility Contract" means the 2007 Joint Utility Contract, as amended by an Amended and Restated Joint Utility Contract among the City, Denton County Fresh Water Supply District No. 1-A ("District 1-A"), and the PID providing for the issuance of up to $35,000,000 in Bonds secured in part by Contract Revenues.

"Lot" means a tract of land described as a lot in a subdivision plat recorded in the Official Public Records of Denton County, Texas.

"Lot Type" means the type of Lot for purposes of allocation of special benefit.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements. Properties identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel are not assessed. If when Assessed Property is converted to Non-Benefited Property the Assessments may not be reallocated pursuant to the Assessment Plan herein because it would cause other landowners to bear an increased assessment, such property shall remain subject to the Assessments and shall prepay the Assessments as provided for the in this Amended and Restated Service and Assessment Plan prior to conversion to Non-Benefited Property.

"Parcel" means a parcel identified by either a tax map identification number assigned by the Denton County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County. Each Lot described herein is a separate Parcel.

"PID Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements that provide a special benefit to the Assessed Property and are allocated to the PID.

"Subdivision Plat" means a subdivision plat recorded in the Official Public Records of Denton County, Texas and subdividing a tract of land within the PID into Lots for assessment and/or development purposes.

III. ANNUAL SERVICE PLAN UPDATE

Section 372.013 of the PID Act requires that the Annual Plan Update (i) define the annual indebtedness and the projected costs of the Projects and (ii) cover a period of at least five (5) years.

A. PID BONDED INDEBTEDNESS

On February 18, 2008, the City issued Combination Contract Revenue and Special Assessment Capital Improvement Bonds in the aggregate amount of $20,000,000 (the "Series 2008 Bonds"). On October 31, 2011, the City issued additional Combination Contract Revenue and Special Assessment Bonds in the aggregate amount of $8,320,000 (the "Series 2011 Bonds"). These included $2,965,000 of Utility System Bonds (the "2011 Utility Bonds") and $5,355,000 of Road System Bonds (the "2011 Road Bonds"). Finally, on June 11, 2014, the City issued Combination Contract Revenue and Special Assessment Utility System Bonds in the aggregate amount of $3,680,000 (the "Series 2014 Utility Bonds"). The Series 2008 Bonds, Series 2011 Bonds and Series 2014 Bonds are all secured by the Contract Revenues and by the Assessments. Assessments have been levied in an amount equal to or exceeding ten percent (currently 10.80%) of the total estimated original principal amount of the Bonds, as required by the Joint Utility Contract.

The consolidated sources and uses of funds for each of the Series 2008, 2011 and 2014 Bonds are shown in Tables III-1 below.

TABLE III-1
PUBLIC IMPROVEMENT DISTRICT NO. 4
(CASTLE HILLS)

SOURCES AND USES OF FUNDS
ALL SERIES OF BONDS

SOURCES OF FUNDS	TOTAL	2008 BONDS	2011 BONDS	2014 BONDS
PRINCIPAL	$32,000,000.00	$20,000,000.00	$8,320,000.00	$3,680,000.00
PLACEMENT AGENT FEES/DISCOUNT	($454,600.80)	($200,000.00)	($225,804.80)	($122,576.93)
IMPROVEMENT FUND EARNINGS	$55,183.46	$55,034.25	$94.96	$54.25
TOTAL SOURCES OF FUNDS	**$31,506,801.73**	**$19,855,034.25**	**$8,094,290.16**	**$3,557,477.32**
USE OF FUNDS				
CONSTRUCTION COSTS:				
WATER FACILITIES	$2,944,581.31	$1,411,249.46	$254,029.10	$1,279,302.75
SEWER FACILITIES	$6,202,105.45	$3,205,458.29	$2,010,393.00	$986,254.16
DRAINAGE FACILITIES	$4,367,173.76	$3,312,676.42	$0.00	$1,054,497.34
ROAD AND STREETS	$11,437,202.15	$7,980,523.30	$3,456,678.85	$0.00
DESIGN, ENGINEERING, ADMINISTRATION	$2,823,809.71	$2,114,017.66	$692,151.09	$17,640.96
SUBTOTAL CONSTRUCTION COSTS	**$27,774,872.38**	**$18,023,925.13**	**$6,413,252.04**	**$3,337,695.21**
NON-CONSTRUCTION COSTS:				
BOND COUNSEL	$441,365.21	$157,411.43	$209,188.66	$74,765.12
UNDERWRITER AND COUNSEL'S FEES	$515,068.80	$200,000.00	$273,560.00	$41,508.80
CAPITALIZED INTEREST	$1,298,776.00	$1,298,775.51	$0.00	$0.00
RESERVE FUND	$837,000.00	$5,000.00	$832,000.00	$0.00
ISSUER'S COUNSEL	$185,000.00	$90,000.00	$45,000.00	$50,000.00
ISSUER'S FINANCIAL ADVISOR	$67,500.00	$30,000.00	$12,500.00	$25,000.00
TRUSTEE AND COUNSEL	$91,500.00	$21,500.00	$53,000.00	$17,000.00
PRINTING, MISCELLANEOUS, ADMINISTRATION	$77,737.99	$28,422.18	$37,807.62	$11,508.19
SUBTOTAL NON-CONSTRUCTION COSTS	**$3,513,947.51**	**$1,831,109.12**	**$1,463,056.28**	**$219,782.11**
TOTAL USES OF FUNDS	**$31,288,819.89**	**$19,855,034.25**	**$7,876,308.32**	**$3,557,477.32**

The City anticipates the issuance of Contract Revenue Refunding Bonds, Series 2017 (the "Series 2017 Refunding Bonds") in order to refinance not to exceed $13,710,000 in principal amount of the outstanding Series 2008 Bonds. A five year projection of the anticipated issuance of PID bonds is shown in Table III-2.

TABLE III-2 PUBLIC IMPROVEMENT DISTRICT NO. 4 (CASTLE HILLS) PROJECTED ANNUAL PID BOND ISSUANCE AND CUMULATIVE INDEBTEDNESS			
YEAR	**NEW INDEBTEDNESS**	**REFUNDING INDEBTEDNESS**	**CUMULATIVE INDEBTEDNESS**
THROUGH 2016	$32,000,000	$0	$32,000,000
2017	$0	$15,000,000	$33,290,000
2018	$0	$0	$33,290,000
2019	$0	$0	$33,290,000
2020	$0	$0	$33,290,000
2021	$0	$0	$33,290,000
2022	$0	$0	$33,290,000
PROJECTED TOTAL	$32,000,000	$15,000,000	**N/A**

B. DESCRIPTION OF AUTHORIZED IMPROVEMENTS

The Authorized Improvements include the following items:

1. WATER SYSTEM IMPROVEMENTS

The water system improvements will consist of the construction of a water distribution system, which benefits the PID, connecting to the Upper Trinity Regional Water District's water supply system.

2. WASTEWATER IMPROVEMENTS

The acquisition or construction of a wastewater collection system, which benefits the PID, connecting to the City's sanitary sewer collection and treatment system.

3. DRAINAGE

The drainage improvements will consist of the acquisition or construction of a stormwater drainage system which benefits the PID.

4. STREETS AND ROADWAYS

The acquisition or construction of streets or roadways and improvements thereto to provide access to and through all property within the PID.

C. ESTIMATED COST OF AUTHORIZED IMPROVEMENTS

The estimated total cost of the Authorized Improvements is $27,774,872,38. Table III-3 shows the estimated costs of the Authorized Improvements by category.

TABLE III-3

PUBLIC IMPROVEMENT DISTRICT NO. 4
(CASTLE HILLS)

ESTIMATED COSTS OF AUTHORIZED IMPROVEMENT BY CATEGORY

CATEGORY	ESTIMATED COST
WATER FACILITIES	$2,944,581.31
SEWER FACILITIES	$6,202,105.45
DRAINAGE FACILITIES	$4,367,173.76
STREET AND ROADWAY FACILITIES	$11,437,202.15
DESIGN, ENGINEERING & ADMINISTRATION	$2,823,809.71
PROJECTED TOTAL EXPENDITURES	**$27,774,872.38**

IV. ASSESSMENT PLAN

Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. More specifically, the PID Act provides that the costs of the improvements may be assessed (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited.

A. METHOD OF ASSESSMENT

The City Council determined that the PID Costs should be allocated to the Assessed Property on the basis of the benefit received by each parcel, as reflected by the valuation methodology, without regard to which Authorized Improvements have been completed and installed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements allocated to the PID on Parcels similarly benefited. In determining the relative value of Parcels, the City Council has taken into consideration (i) the type, size and number of lots; (ii) current and projected home prices; (iii) the costs of the Authorized Improvements; and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements. Three Lot Types have been established. Lot Type A includes all residential Lots of Assessed Property less than or equal to 5,000 square feet. Lot Type B includes all residential Lots of Assessed Property greater than 5,000 square feet. Lot Type C includes all non-residential Lots of Assessed Property.

Total Assessments in the amount of $3,456,356.49 have been levied pursuant to the Amended Plan. Total Assessments prepaid to-date equal $2,962,336.90 leaving a balance of $494,019.59. The amount prepaid for certain parcels is less than and in other cases is more than the total assessment amount due. The net total assessment balance owed for these parcels is $25,348.29. The assessment balance owed for the remaining parcels (i.e., the parcels for which no prepayment has been made) is $468,671.30. Since the Assessments applicable to the remaining Assessed Property exceed the balance of the Assessments, the remaining Assessments have been reduced based on current platting to reflect the allocation shown in Table IV-1. As a result of the reduction, the Assessment for the remaining residential lots is $1,126.06 per lot for Lot Type A and $1,914.29 per lot for Lot Type B and the Assessment for the Lot Type C commercial lots is $1,914.29 per acre. The reduction in the Assessments is consistent with and in proportion to the Assessments in the Amended Plan.

TABLE IV-1

PUBLIC IMPROVEMENT DISTRICT NO. 4
(CASTLE HILLS)

RECALCULATED ASSESSMENTS BY LOT TYPE

	REMAINING ASSESSED PROPERTY[1]		AMENDED PLAN ASSESSMENTS		REMAINING ASSESSMENTS				
LOT TYPE	LOTS	ACRES	PER RESIDENTIAL LOT OR COMMERCIAL ACRE	TOTAL REMAINING BASED ON PER LOT AND PER ACRE ASSESSMENTS	TOTAL REMAINING ASSESSMENTS	OUTSTANDING ASSESSMENTS[2]	REDUCED ASSESSMENTS	REDUCTION PERCENTAGE	REDUCED ASSESSMENT PER RESIDENTIAL LOT OR COMMERCIAL ACRE
RESIDENTIAL:									
LOT TYPE A[3]	91		$2,106.22	$189,559.80	$100,364.88	($2,106.22)[5]	$102,471.10	53.46%	$1,126.06
LOT TYPE B[4]	150		$3,580.57	$555,409.62	$305,468.08	$18,324.12	$287,143.96	53.46%	$1,914.29
COMMERCIAL:									
LOT TYPE C		41.30	$3,580.57	$157,003.33	$88,186.63	$9,130.39	$79,056.24	53.46%	$1,914.29
TOTAL	241	41.30	NA	$901,969.75	$494,019.59	$25,348.29	$468,671.30	53.46%	**NA**

[1] Lots for which no assessments have been remitted to the trustee. Includes permitted and unpermitted lots.
[2] Lots for which the assessment amounts remitted are less than assessment amount due.
[3] Lot size ≤ 5,000 SF.
[4] Lot size > 5,000 SF.
[5] Amounts overpaid exceed amounts underpaid.

B. TERMS OF THE ASSESSMENTS

1. AMOUNT OF ASSESSMENTS

The Assessment for each Parcel is shown on the Assessment Roll, and no Assessment shall be changed except as authorized by this Annual Plan Update or the PID Act. The Assessments shall not exceed the amount required to repay the portion of the principal amount of the Bonds payable from Assessments and shall be collected with interest in an amount to pay a portion of the principal and interest on the Bonds.

2. REDUCTION OF ASSESSMENTS

If after all Authorized Improvements have been constructed and acquired the actual PID Costs are less than the PID Costs used to calculate the Special Assessments, resulting in excess Bond proceeds being available to redeem Bonds, then the Special Assessment for each Parcel shall be reduced by an equal percentage such that the sum of the resulting reduced Special Assessments for all Parcels equals the original principal amount of the Bonds payable from Assessments reduced for the application of such excess Bond proceeds to redeem Bonds. The Assessments shall not be reduced to an amount less than the amount required to repay the portion of the outstanding Bonds secured by Special Assessments.

3. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE PID

a. UPON SUBDIVISION PRIOR TO RECORDING OF SUBDIVISION PLAT

Upon the subdivision of any Assessed Property without the recording of a Subdivision Plat, the Assessments shall be reallocated for the Assessed Property prior to the subdivision equally among the new subdivided Lots by dividing the outstanding principal amount of the Assessments for each Parcel existing prior to the subdivision among the newly created Parcels based on the Lot Type of the newly created parcel. Newly divided Parcels that are categorized as Lot Type A or Lot Type B will bear the Lot Type A or Lot Type B per lot assessment and any Parcels categorized as Lot Type C will bear the Lot Type C per acre assessments. The Assessment on the newly divided Parcels shall not exceed the Assessment amount for the applicable Lot Type. The City will approve an updated Assessment Roll in the Plan Update each year showing the reallocation of assessments.

The calculation of the estimated number of Lots or acreage by Lot Type shall be confirmed by the City Council in an update to the Amended Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and, to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an update to the Amended Plan and Assessment Roll approved by the City Council.

b. UPON SUBDIVISION BY A RECORDED SUBDIVISION PLAT

Upon the subdivision of any Assessed Property by the recording of a Subdivision Plat, the Assessments shall be reallocated for the Assessed Property prior to the subdivision among the new subdivided Lots by dividing the outstanding principal amount of the Assessments for each Parcel existing prior to the subdivision among the newly created Parcels based on the Lot Type of the newly created parcel. Newly divided Parcels that are categorized as Lot Type A or B will bear the Lot Type A or B per lot assessment and any Parcels categorized as Lot Type C will bear the Lot Type C per acre assessments. The City will approve an updated Assessment Roll in the Annual Plan Update each year showing the reallocation of assessments.

The calculation of the estimated number of Lots or acreage by Lot Type shall be confirmed by the City Council in an update to this Amended Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an update to the Amended Plan and Assessment Roll approved by the City Council.

c. UPON CONSOLIDATION

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for an Assessed Property may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be calculated and reflected in an update to the Amended Plan and Assessment Roll approved by the City Council.

d. UPON CHANGE IN USE OR LOT TYPE

Upon a change in land use from single-family residential to commercial or from Lot Type A or Lot Type B to Lot Type C for Assessed Property, the Assessments shall be reallocated for the Assessed Property upon the change in land use by assessing the new Lot Type created as a result of the change in use an Assessment equal to, but not to exceed, the per acre assessment assessed for Lot Type C pursuant to the Amended Plan and issuing an updated Assessment Roll showing the reallocation of Assessments. The number of Lots and total Assessment for each Lot Type will then be revised accordingly in the next Annual Plan Update.

Upon a change in land use from commercial to single-family residential and therefore from Lot Type C to Lot Type A or B for Assessed Property, the Assessments shall be reallocated for the Assessed Property upon the change in land use by assessing each new Lot created as a result of the change in use an Assessment equal to, but not to exceed, the per lot assessment assessed for the new Lot Type pursuant to the Amended Plan and issuing an updated Assessment Roll showing the reallocation of Assessments. Any acreage that is not divided into a Lot Type A or B shall remain in Lot Type C and shall be assessed on a per acre basis. The number of Lots and total Assessment for each Lot Type will then be revised accordingly in the next Annual Plan Update.

The calculation of the estimated number of Lots or acreage by Lot Type shall be confirmed by the City Council in an update to the Amended Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and to the extent the reallocation of Assessments would cause the Assessment per lot to exceed the Lot Type A per lot amount or the Assessment per acre to exceed the Lot Type C per acre amount, the amount exceeding the Assessments prior to the change in land use or subdivision of the Parcel shall be prepaid by such amount by the party requesting the change in land use or subdivision of the Parcel. Any reallocation pursuant to this section shall be reflected in an update to the Amended Plan and Assessment Roll approved by the City Council.

C. PAYMENT OF ASSESSMENTS

1. PAYMENT IN FULL OR IN PART

a. Pursuant to the provision of Section 372.018(f) of the Act, an Assessment may be prepaid at any time by paying the unpaid amount of the Assessment plus the interest accrued and penalties that have been imposed prior to the date of payment of the Assessment. An Assessment must be prepaid in full at the time an owner of a lot subject to the Assessment applies for a building permit to construct a structure on such tract. The Assessments shall be billed an Annual Interest Installment in each year as reflected in the Assessment Roll.

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

c. Upon payment in full of an Assessment, the City shall deposit the payment in accordance with the trust agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Interest Installments thereof shall automatically terminate.

d. Once an Assessment is paid in full, the City is hereby authorized to grant a release relating to the Parcel subject to the Assessment. The form of such release shall be as determined by the City to comply with state law and shall effectuate the release of the City's lien on such Parcel subject to the Assessment upon payment in full of the Assessment.

Total Assessment principal prepaid to-date is $2,962,336.90. This leaves an outstanding Assessment principal balance of $494,019.59. Through July 2014 Bonds in the amount of $2,730,000 were redeemed from proceeds of prepaid Assessment principal. The City has not redeemed Bonds from Assessment prepayments subsequent to July 2014 and plans to redeem Bonds by special mandatory redemption after the receipt of all Assessment prepayments for Parcels within the PID.

2. PAYMENT IN ANNUAL INSTALLMENTS

Prior to the payment in full of any Assessment for a Parcel, Annual Interest Installments will be collected each year in the amounts shown in the Assessment Roll. It is anticipated that the Denton County Tax Assessor/Collector or Denton

County Fresh Water Supply District No. 1-A will bill and collect the Annual Interest Installments on behalf of the City of Lewisville. Payment of the Annual Interest Installments began with tax bills mailed in 2009.

Each Assessment shall bear interest of no more than the actual interest rate paid on the Bonds or, after issuance of multiple series of bonds, the interest on Assessments shall be calculated as a weighted average of the interest paid on the Bonds. The Assessments and Annual Interest Installments as levied shall be reduced to equal the actual costs of repaying the Bonds attributable to repayment from Assessments, when issued, taking into consideration any other available funds for these costs, such as interest income on account balances. The calculation of the weighted average interest rate on the bonds is shown in Table IV-2 on the following page.

TABLE IV-2

PUBLIC IMPROVEMENT DISTRICT NO. 4
(CASTLE HILLS)

WEIGHTED AVERAGE INTEREST RATE CALCULATION

	2008 BONDS		2011 BONDS		2014 BONDS		
CALENDAR YEAR	ANNUAL INTEREST	BEGINNING OUTSTANDING PRINCIPAL	ANNUAL INTEREST	BEGINNING OUTSTANDING PRINCIPAL	ANNUAL INTEREST	BEGINNING OUTSTANDING PRINCIPAL	WEIGHTED AVERAGE INTEREST RATE*
2008	$1,350,000	$20,000,000					6.750%
2009	$1,341,225	$19,870,000					6.750%
2010	$1,317,937	$19,525,000					6.750%
2011	$1,277,775	$18,930,000					6.750%
2012	$1,239,975	$18,370,000	$437,801	$8,320,000			6.286%
2013	$1,233,225	$18,270,000	$437,801	$8,320,000			6.284%
2014	$1,199,475	$17,770,000	$437,801	$8,320,000	$137,662	$3,680,000	5.962%
2015	$1,095,863	$16,235,000	$437,801	$8,320,000	$137,662	$3,680,000	5.919%
2016	$1,057,388	$15,665,000	$437,801	$8,320,000	$136,163	$3,630,000	5.907%
2017	$1,016,212	$15,055,000	$437,801	$8,320,000	$133,763	$3,550,000	5.897%

* Total interest divided by total outstanding principal.

The City, Denton County Fresh Water Supply District No. 1-A, or Denton Tax Assessor/Collector will invoice each owner of property for the Annual Interest Installment at the same time as the City's annual property tax bill, and the Annual Interest Installments shall be due and payable, and incur penalty and interest for unpaid Annual Interest Installments in the same manner as provided for the City's property taxes. Thereafter, subsequent Annual Interest Installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. Failure of an owner to receive an Annual Interest Installment, either on the property tax bill or via a separate bill from the Denton County Fresh Water Supply District No. 1-F, shall not relieve the owner of the responsibility for the assessment. Delinquent Assessments or Annual Interest Installments shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Interest Installments to the extent permitted under the PID Act.

Assessments are personal obligations of the person owning the property assessed in the year an Assessment and/or Annual Interest Installment payment becomes due, and only to the extent of such Assessment and/or Annual Interest

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

If a Parcel or portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the District the full amount of the Assessment, plus all interest due thereon, for such Parcel or portion thereof prior to any such transfer or act.

If an Annual Interest Installment has been billed prior to payment in full of an Assessment, the Annual Interest Installment shall be due and payable and shall be credited against the payment-in-full amount. Upon payment in full of an Assessment and all interest on the Assessment to the date of payment in full, the City shall deposit the payment to a separate account whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Interest Installments thereof shall automatically terminate.

D. UPDATE OF ASSESSMENT ROLL

The Assessment Roll is attached as Exhibit A. The Assessment Roll identifies each Parcel within the PID and the applicable Lot Type, Assessment, and Annual Interest Installment. The Assessment Roll has been updated to reflect changes resulting from the issuance of the Bonds, including the current weighted average interest rate on the bonds, current platting, and any prepayment or reduction in the Assessments.

EXHIBIT A

CITY OF LEWISVILLE
PUBLIC IMPROVEMENT DISTRICT NO. 4
(CASTLE HILLS)

ASSESSMENT ROLL

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
335443	RESIDENTIAL	5A	A	1	528 Four Stones Blvd	0.2037	LOT TYPE B	06/01/12	$3,580.57	$3,580.57	$0.00	$972.75	$972.75	$0.00				1/1/2017	0	$0.00	$0.00
335444	RESIDENTIAL	5A	A	2	524 Four Stones Blvd	0.2037	LOT TYPE B	04/10/13	$3,580.57	$3,580.57	$0.00	$1,165.93	$1,165.93	$0.00				1/1/2017	0	$0.00	$0.00
528803	RESIDENTIAL	5A	A	3	520 Four Stones Blvd	0.1667	LOT TYPE B	02/04/13	$3,580.57	$3,580.57	$0.00	$1,124.68	$1,124.68	$0.00				1/1/2017	0	$0.00	$0.00
528804	RESIDENTIAL	5A	A	4	516 Four Stones Blvd	0.1667	LOT TYPE B	11/08/13	$3,580.57	$3,580.57	$0.00	$1,295.94	$1,295.94	$0.00				1/1/2017	0	$0.00	$0.00
528805	RESIDENTIAL	5A	A	5	512 Four Stones Blvd	0.1667	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
528806	RESIDENTIAL	5A	A	6	508 Four Stones Blvd	0.1667	LOT TYPE B	07/16/10	$3,580.57	$3,580.57	$0.00	$550.00	$550.00	$0.00				1/1/2017	0	$0.00	$0.00
528807	RESIDENTIAL	5A	A	7	504 Four Stones Blvd	0.1667	LOT TYPE B	06/01/11	$3,580.57	$3,580.57	$0.00	$749.73	$749.73	$0.00				1/1/2017	0	$0.00	$0.00
528808	RESIDENTIAL	5A	A	8	500 Four Stones Blvd	0.2112	LOT TYPE B	12/16/11	$3,580.57	$3,580.57	$0.00	$880.65	$880.65	$0.00				1/1/2017	0	$0.00	$0.00
528810	RESIDENTIAL	5A	A	10	444 Four Stones Blvd	0.1806	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
528811	RESIDENTIAL	5A	A	11	440 Four Stones Blvd	0.1667	LOT TYPE B	05/13/11	$3,580.57	$3,580.57	$0.00	$737.65	$737.65	$0.00				1/1/2017	0	$0.00	$0.00
528812	RESIDENTIAL	5A	A	12	436 Four Stones Blvd	0.1667	LOT TYPE B	05/01/13	$3,580.57	$3,580.57	$0.00	$1,179.06	$1,179.06	$0.00				1/1/2017	0	$0.00	$0.00
528813	RESIDENTIAL	5A	A	13	432 Four Stones Blvd	0.1704	LOT TYPE B	08/19/13	$3,580.57	$3,580.57	$0.00	$1,246.56	$1,246.56	$0.00				1/1/2017	0	$0.00	$0.00
528814	RESIDENTIAL	5A	A	14	428 Four Stones Blvd	0.1704	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00
528815	RESIDENTIAL	5A	A	15	424 Four Stones Blvd	0.1704	LOT TYPE B	11/12/12	$3,580.57	$3,580.57	$0.00	$1,073.41	$1,073.41	$0.00				1/1/2017	0	$0.00	$0.00
528816	RESIDENTIAL	5A	A	16	420 Four Stones Blvd	0.1704	LOT TYPE B	02/11/14	$3,580.57	$3,580.57	$0.00	$1,352.79	$1,352.79	$0.00				1/1/2017	0	$0.00	$0.00
528817	RESIDENTIAL	5A	A	17	416 Four Stones Blvd	0.1704	LOT TYPE B	04/22/13	$3,580.57	$3,580.57	$0.00	$1,173.43	$1,173.43	$0.00				1/1/2017	0	$0.00	$0.00
528818	RESIDENTIAL	5A	A	18	412 Four Stones Blvd	0.1704	LOT TYPE B	04/10/12	$3,580.57	$3,580.57	$0.00	$940.87	$940.87	$0.00				1/1/2017	0	$0.00	$0.00
528819	RESIDENTIAL	5A	A	19	408 Four Stones Blvd	0.1704	LOT TYPE B	10/16/12	$3,580.57	$3,580.57	$0.00	$1,057.16	$1,057.16	$0.00				1/1/2017	0	$0.00	$0.00
528820	RESIDENTIAL	5A	A	20	404 Four Stones Blvd	0.1652	LOT TYPE B	05/02/13	$3,580.57	$3,580.57	$0.00	$1,179.68	$1,179.68	$0.00				1/1/2017	0	$0.00	$0.00
528821	RESIDENTIAL	5A	A	21	400 Four Stones Blvd	0.2432	LOT TYPE B	05/23/12	$3,580.57	$3,580.57	$0.00	$967.75	$967.75	$0.00				1/1/2017	0	$0.00	$0.00
528822	RESIDENTIAL	5A	A	22	2001 London Ln	0.1943	LOT TYPE B	03/22/13	$3,580.57	$3,580.57	$0.00	$1,154.68	$1,154.68	$0.00				1/1/2017	0	$0.00	$0.00
528823	RESIDENTIAL	5A	A	23	2005 London Ln	0.1845	LOT TYPE B	05/23/12	$3,580.57	$3,580.57	$0.00	$967.75	$967.75	$0.00				1/1/2017	0	$0.00	$0.00
528824	RESIDENTIAL	5A	A	24	2009 London Ln	0.1598	LOT TYPE B	08/02/12	$3,580.57	$3,580.57	$0.00	$1,010.89	$1,010.89	$0.00				1/1/2017	0	$0.00	$0.00
528825	RESIDENTIAL	5A	A	25	2013 London Ln	0.1598	LOT TYPE B	05/23/12	$3,580.57	$3,580.57	$0.00	$967.75	$967.75	$0.00				1/1/2017	0	$0.00	$0.00
528826	RESIDENTIAL	5A	A	26	2017 London Ln	0.1598	LOT TYPE B	07/19/12	$3,580.57	$3,580.57	$0.00	$1,002.76	$1,002.76	$0.00				1/1/2017	0	$0.00	$0.00
528827	RESIDENTIAL	5A	A	27	2021 London Ln	0.1550	LOT TYPE B	08/08/12	$3,580.57	$3,580.57	$0.00	$1,014.64	$1,014.64	$0.00				1/1/2017	0	$0.00	$0.00
528828	RESIDENTIAL	5A	A	28	2101 London Ln	0.1550	LOT TYPE B	01/22/13	$3,580.57	$3,580.57	$0.00	$1,117.11	$1,117.11	$0.00				1/1/2017	0	$0.00	$0.00
528829	RESIDENTIAL	5A	A	29	2105 London Ln	0.1598	LOT TYPE B	06/12/12	$3,580.57	$3,580.57	$0.00	$979.63	$979.63	$0.00				1/1/2017	0	$0.00	$0.00
528830	RESIDENTIAL	5A	A	30	2109 London Ln	0.1598	LOT TYPE B	03/19/12	$3,580.57	$3,580.57	$0.00	$927.74	$927.74	$0.00				1/1/2017	0	$0.00	$0.00
528831	RESIDENTIAL	5A	A	31	2113 London Ln	0.1689	LOT TYPE B	05/25/12	$3,580.57	$3,580.57	$0.00	$969.00	$969.00	$0.00				1/1/2017	0	$0.00	$0.00
528832	RESIDENTIAL	5A	A	32	2117 London Ln	0.1831	LOT TYPE B	06/29/12	$3,580.57	$3,580.57	$0.00	$990.26	$990.26	$0.00				1/1/2017	0	$0.00	$0.00
528833	RESIDENTIAL	5A	A	33	401 Lavaine Ln	0.3232	LOT TYPE B	09/18/08	$3,580.57	$3,580.57	$0.00	$128.23	$128.23	$0.00				1/1/2017	0	$0.00	$0.00
528834	RESIDENTIAL	5A	A	34	405 Lavaine Ln	0.2188	LOT TYPE B	05/03/12	$3,580.57	$3,580.57	$0.00	$955.25	$955.25	$0.00				1/1/2017	0	$0.00	$0.00
528835	RESIDENTIAL	5A	A	35	409 Lavaine Ln	0.2381	LOT TYPE B	10/17/11	$3,580.57	$3,580.57	$0.00	$841.04	$841.04	$0.00				1/1/2017	0	$0.00	$0.00
528837	RESIDENTIAL	5A	A	37	417 Lavaine Ln	0.1903	LOT TYPE B	04/27/12	$3,580.57	$3,580.57	$0.00	$951.50	$951.50	$0.00				1/1/2017	0	$0.00	$0.00
528838	RESIDENTIAL	5A	A	38	421 Lavaine Ln	0.1610	LOT TYPE B	08/11/11	$3,580.57	$3,580.57	$0.00	$796.73	$796.73	$0.00				1/1/2017	0	$0.00	$0.00
528839	RESIDENTIAL	5A	A	39	433 Lavaine Ln	0.1609	LOT TYPE B	01/24/12	$3,580.57	$3,580.57	$0.00	$888.49	$888.49	$0.00				1/1/2017	0	$0.00	$0.00
528840	RESIDENTIAL	5A	A	40	437 Lavaine Ln	0.1511	LOT TYPE B	11/15/12	$3,580.57	$3,580.57	$0.00	$1,075.29	$1,075.29	$0.00				1/1/2017	0	$0.00	$0.00
528841	RESIDENTIAL	5A	A	41	441 Lavaine Ln	0.1983	LOT TYPE B	06/10/13	$3,580.57	$3,580.57	$0.00	$1,203.43	$1,203.43	$0.00				1/1/2017	0	$0.00	$0.00
335445	RESIDENTIAL	5A	A	43	532 Four Stones Blvd	0.2038	LOT TYPE B	11/02/12	$3,580.57	$3,580.57	$0.00	$1,067.16	$1,067.16	$0.00				1/1/2017	0	$0.00	$0.00
335446	RESIDENTIAL	5A	A	44	600 Four Stones Blvd	0.2259	LOT TYPE B	04/29/11	$3,580.57	$3,580.57	$0.00	$728.25	$728.25	$0.00				1/1/2017	0	$0.00	$0.00
528842	RESIDENTIAL	5A	B	1	505 Lavaine Ln	0.2128	LOT TYPE B	08/01/09	$3,580.57	$3,580.57	$0.00	$330.86	$330.86	$0.00				1/1/2017	0	$0.00	$0.00
528843	RESIDENTIAL	5A	B	2	509 Lavaine Ln	0.1816	LOT TYPE B	06/13/13	$3,580.57	$3,580.57	$0.00	$1,205.31	$1,205.31	$0.00				1/1/2017	0	$0.00	$0.00
528844	RESIDENTIAL	5A	B	3	513 Lavaine Ln	0.1864	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
528845	RESIDENTIAL	5A	B	4	517 Lavaine Ln	0.1864	LOT TYPE B	10/03/08	$3,580.57	$3,580.57	$0.00	$138.30	$138.30	$0.00				1/1/2017	0	$0.00	$0.00
528846	RESIDENTIAL	5A	B	5	521 Lavaine Ln	0.1864	LOT TYPE B	02/10/12	$3,580.57	$3,580.57	$0.00	$903.35	$903.35	$0.00				1/1/2017	0	$0.00	$0.00
528847	RESIDENTIAL	5A	B	6	525 Lavaine Ln	0.1864	LOT TYPE B	03/13/12	$3,580.57	$3,580.57	$0.00	$923.99	$923.99	$0.00				1/1/2017	0	$0.00	$0.00
528848	RESIDENTIAL	5A	B	7	529 Lavaine Ln	0.1864	LOT TYPE B	05/06/09	$3,580.57	$3,580.57	$0.00	$273.80	$273.80	$0.00				1/1/2017	0	$0.00	$0.00
528849	RESIDENTIAL	5A	B	8	533 Lavaine Ln	0.1864	LOT TYPE B	12/05/08	$3,580.57	$3,580.57	$0.00	$179.92	$179.92	$0.00				1/1/2017	0	$0.00	$0.00
528850	RESIDENTIAL	5A	B	9	537 Lavaine Ln	0.1864	LOT TYPE B	12/05/11	$3,580.57	$3,580.57	$0.00	$873.26	$873.26	$0.00				1/1/2017	0	$0.00	$0.00
528851	RESIDENTIAL	5A	B	10	601 Lavaine Ln	0.1864	LOT TYPE B	01/16/13	$3,580.57	$3,580.57	$0.00	$1,113.36	$1,113.36	$0.00				1/1/2017	0	$0.00	$0.00
528852	RESIDENTIAL	5A	B	11	605 Lavaine Ln	0.1864	LOT TYPE B	11/23/11	$3,580.57	$3,580.57	$0.00	$865.21	$865.21	$0.00				1/1/2017	0	$0.00	$0.00
528853	RESIDENTIAL	5A	B	12	609 Lavaine Ln	0.1600	LOT TYPE B	11/28/12	$3,580.57	$3,580.57	$0.00	$1,083.42	$1,083.42	$0.00				1/1/2017	0	$0.00	$0.00
528854	RESIDENTIAL	5A	B	13	613 Lavaine Ln	0.1472	LOT TYPE B	04/11/13	$3,580.57	$3,580.57	$0.00	$1,166.55	$1,166.55	$0.00				1/1/2017	0	$0.00	$0.00
528855	RESIDENTIAL	5A	B	14	617 Lavaine Ln	0.1752	LOT TYPE B	09/27/12	$3,580.57	$3,580.57	$0.00	$1,045.28	$1,045.28	$0.00				1/1/2017	0	$0.00	$0.00
528856	RESIDENTIAL	5A	B	15	2124 Ironside Dr	0.2447	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
528857	RESIDENTIAL	5A	B	16	2120 Ironside Dr	0.1579	LOT TYPE B	08/05/11	$3,580.57	$3,580.57	$0.00	$792.70	$792.70	$0.00				1/1/2017	0	$0.00	$0.00
528858	RESIDENTIAL	5A	B	17	2116 Ironside Dr	0.1598	LOT TYPE B	08/21/08	$3,580.57	$3,580.57	$0.00	$110.10	$110.10	$0.00				1/1/2017	0	$0.00	$0.00
528859	RESIDENTIAL	5A	B	18	2112 Ironside Dr	0.1598	LOT TYPE B	10/03/08	$3,580.57	$3,580.57	$0.00	$138.30	$138.30	$0.00				1/1/2017	0	$0.00	$0.00
528860	RESIDENTIAL	5A	B	19	2108 Ironside Dr	0.1598	LOT TYPE B	12/05/08	$3,580.57	$3,580.57	$0.00	$179.92	$179.92	$0.00				1/1/2017	0	$0.00	$0.00
528861	RESIDENTIAL	5A	B	20	2104 Ironside Dr	0.1598	LOT TYPE B	09/19/09	$3,580.57	$3,580.57	$0.00	$363.09	$363.09	$0.00				1/1/2017	0	$0.00	$0.00
528862	RESIDENTIAL	5A	B	21	2100 Ironside Dr	0.1598	LOT TYPE B	07/29/09	$3,580.57	$3,580.57	$0.00	$329.52	$329.52	$0.00				1/1/2017	0	$0.00	$0.00
528863	RESIDENTIAL	5A	B	22	2020 Ironside Dr	0.1598	LOT TYPE B	02/21/11	$3,580.57	$3,580.57	$0.00	$682.60	$682.60	$0.00				1/1/2017	0	$0.00	$0.00
528864	RESIDENTIAL	5A	B	23	2016 Ironside Dr	0.1598	LOT TYPE B	10/03/08	$3,580.57	$3,580.57	$0.00	$138.30	$138.30	$0.00				1/1/2017	0	$0.00	$0.00
528865	RESIDENTIAL	5A	B	24	2012 Ironside Dr	0.1598	LOT TYPE B	08/04/09	$3,580.57	$3,580.57	$0.00	$332.88	$332.88	$0.00				1/1/2017	0	$0.00	$0.00
528866	RESIDENTIAL	5A	B	25	2008 Ironside Dr	0.1598	LOT TYPE B	09/25/08	$3,580.57	$3,580.57	$0.00	$132.93	$132.93	$0.00				1/1/2017	0	$0.00	$0.00
528867	RESIDENTIAL	5A	B	26	2004 Ironside Dr	0.1716	LOT TYPE B	05/05/11	$3,580.57	$3,580.57	$0.00	$732.28	$732.28	$0.00				1/1/2017	0	$0.00	$0.00
528868	RESIDENTIAL	5A	B	27	2000 Ironside Dr	0.1722	LOT TYPE B	06/13/13	$3,580.57	$3,580.57	$0.00	$1,205.31	$1,205.31	$0.00				1/1/2017	0	$0.00	$0.00
528869	RESIDENTIAL	5A	B	28	2001 Magic Mantle Dr	0.1797	LOT TYPE B	07/10/12	$3,580.57	$3,580.57	$0.00	$997.14	$997.14	$0.00				1/1/2017	0	$0.00	$0.00
528870	RESIDENTIAL	5A	B	29	2005 Magic Mantle Dr	0.1832	LOT TYPE B	03/26/09	$3,580.57	$3,580.57	$0.00	$246.95	$246.95	$0.00				1/1/2017	0	$0.00	$0.00
528871	RESIDENTIAL	5A	B	30	2009 Magic Mantle Dr	0.1598	LOT TYPE B	05/20/13	$1,914.29	$1,914.29	$0.00	$636.70	$636.70	$0.00				1/1/2017	0	$0.00	$0.00
528872	RESIDENTIAL	5A	B	31	2013 Magic Mantle Dr	0.1651	LOT TYPE B	08/01/08	$3,580.57	$3,580.57	$0.00	$96.68	$96.68	$0.00				1/1/2017	0	$0.00	$0.00
528873	RESIDENTIAL	5A	B	32	2017 Magic Mantle Dr	0.1598	LOT TYPE B	05/25/12	$3,580.57	$3,580.57	$0.00	$969.00	$969.00	$0.00				1/1/2017	0	$0.00	$0.00
528874	RESIDENTIAL	5A	B	33	2021 Magic Mantle Dr	0.1598	LOT TYPE B	04/15/11	$3,580.57	$3,580.57	$0.00	$718.85	$718.85	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
528875	RESIDENTIAL	5A	B	34	2025 Magic Mantle Dr	0.1598	LOT TYPE B	08/01/08	$3,580.57	$3,580.57	$0.00	$96.68	$96.68	$0.00				1/1/2017	0	$0.00	$0.00
528876	RESIDENTIAL	5A	B	35	2101 Magic Mantle Dr	0.1598	LOT TYPE B	08/05/10	$3,580.57	$3,580.57	$0.00	$562.76	$562.76	$0.00				1/1/2017	0	$0.00	$0.00
528877	RESIDENTIAL	5A	B	36	2105 Magic Mantle Dr	0.1598	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
528878	RESIDENTIAL	5A	B	37	2109 Magic Mantle Dr	0.1864	LOT TYPE B	05/30/08	$3,580.57	$3,580.57	$0.00	$55.72	$55.72	$0.00				1/1/2017	0	$0.00	$0.00
528879	RESIDENTIAL	5A	B	38	2113 Magic Mantle Dr	0.1864	LOT TYPE B	05/09/08	$3,580.57	$3,580.57	$0.00	$41.62	$41.62	$0.00				1/1/2017	0	$0.00	$0.00
315351	RESIDENTIAL	5A	B	39	2117 Magic Mantle Dr	0.1839	LOT TYPE B	09/16/09	$3,580.57	$3,580.57	$0.00	$361.08	$361.08	$0.00				1/1/2017	0	$0.00	$0.00
315352	RESIDENTIAL	5A	B	40	2121 Magic Mantle Dr	0.1464	LOT TYPE B	08/08/13	$3,580.57	$3,580.57	$0.00	$1,239.69	$1,239.69	$0.00				1/1/2017	0	$0.00	$0.00
315353	RESIDENTIAL	5A	B	41	2125 Magic Mantle Dr	0.1547	LOT TYPE B	02/20/14	$3,580.57	$3,580.57	$0.00	$1,358.13	$1,358.13	$0.00				1/1/2017	0	$0.00	$0.00
528883	RESIDENTIAL	5A	C	1	2124 Magic Mantle Dr	0.1547	LOT TYPE B	04/12/13	$3,580.57	$3,580.57	$0.00	$1,167.18	$1,167.18	$0.00				1/1/2017	0	$0.00	$0.00
528884	RESIDENTIAL	5A	C	2	2120 Magic Mantle Dr	0.1461	LOT TYPE B	12/14/12	$3,580.57	$3,580.57	$0.00	$1,093.42	$1,093.42	$0.00				1/1/2017	0	$0.00	$0.00
528885	RESIDENTIAL	5A	C	3	2116 Magic Mantle Dr	0.1573	LOT TYPE B	02/04/13	$3,580.57	$3,580.57	$0.00	$1,124.68	$1,124.68	$0.00				1/1/2017	0	$0.00	$0.00
528886	RESIDENTIAL	5A	C	4	2112 Magic Mantle Dr	0.1598	LOT TYPE B	01/06/12	$3,580.57	$3,580.57	$0.00	$877.24	$877.24	$0.00				1/1/2017	0	$0.00	$0.00
528887	RESIDENTIAL	5A	C	5	2108 Magic Mantle Dr	0.1598	LOT TYPE B	05/09/08	$3,580.57	$3,580.57	$0.00	$41.62	$41.62	$0.00				1/1/2017	0	$0.00	$0.00
528888	RESIDENTIAL	5A	C	6	2104 Magic Mantle Dr	0.1598	LOT TYPE B	07/06/10	$3,580.57	$3,580.57	$0.00	$543.29	$543.29	$0.00				1/1/2017	0	$0.00	$0.00
528889	RESIDENTIAL	5A	C	7	2100 Magic Mantle Dr	0.1752	LOT TYPE B	01/22/13	$3,580.57	$3,580.57	$0.00	$1,117.11	$1,117.11	$0.00				1/1/2017	0	$0.00	$0.00
528891	RESIDENTIAL	5A	C	8	2101 Lambor Ln	0.1859	LOT TYPE B	04/15/11	$3,580.57	$3,580.57	$0.00	$718.85	$718.85	$0.00				1/1/2017	0	$0.00	$0.00
528892	RESIDENTIAL	5A	C	9	2105 Lambor Ln	0.1598	LOT TYPE B	11/06/08	$3,580.57	$3,580.57	$0.00	$160.45	$160.45	$0.00				1/1/2017	0	$0.00	$0.00
528893	RESIDENTIAL	5A	C	10	2109 Lambor Ln	0.1598	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
528894	RESIDENTIAL	5A	C	11	2113 Lambor Ln	0.1715	LOT TYPE B	09/27/13	$3,580.57	$3,580.57	$0.00	$1,270.31	$1,270.31	$0.00				1/1/2017	0	$0.00	$0.00
528895	RESIDENTIAL	5A	C	12	2117 Lambor Ln	0.2253	LOT TYPE B	02/23/11	$3,580.57	$3,580.57	$0.00	$683.94	$683.94	$0.00				1/1/2017	0	$0.00	$0.00
528896	RESIDENTIAL	5A	C	13	701 Kerrin Ln	0.2207	LOT TYPE B	10/25/12	$3,580.57	$3,580.57	$0.00	$1,062.79	$1,062.79	$0.00				1/1/2017	0	$0.00	$0.00
528897	RESIDENTIAL	5A	C	14	705 Kerrin Ln	0.1721	LOT TYPE B	06/04/13	$3,580.57	$3,580.57	$0.00	$1,199.68	$1,199.68	$0.00				1/1/2017	0	$0.00	$0.00
528898	RESIDENTIAL	5A	C	15	709 Kerrin Ln	0.1598	LOT TYPE B	08/21/12	$3,580.57	$3,580.57	$0.00	$1,022.77	$1,022.77	$0.00				1/1/2017	0	$0.00	$0.00
528899	RESIDENTIAL	5A	C	16	713 Kerrin Ln	0.1598	LOT TYPE B	08/23/13	$3,580.57	$3,580.57	$0.00	$1,249.06	$1,249.06	$0.00				1/1/2017	0	$0.00	$0.00
528900	RESIDENTIAL	5A	C	17	717 Kerrin Ln	0.1777	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00
528901	RESIDENTIAL	5A	C	18	721 Kerrin Ln	0.1632	LOT TYPE B	06/10/13	$3,580.57	$3,580.57	$0.00	$1,203.43	$1,203.43	$0.00				1/1/2017	0	$0.00	$0.00
528902	RESIDENTIAL	5A	C	19	2132 Torin St	0.2260	LOT TYPE B	11/10/11	$3,580.57	$3,580.57	$0.00	$856.48	$856.48	$0.00				1/1/2017	0	$0.00	$0.00
528903	RESIDENTIAL	5A	C	20	2128 Torin St	0.1651	LOT TYPE B	11/08/13	$3,580.57	$3,580.57	$0.00	$1,295.94	$1,295.94	$0.00				1/1/2017	0	$0.00	$0.00
528904	RESIDENTIAL	5A	C	21	2124 Torin St	0.1611	LOT TYPE B	12/04/12	$3,580.57	$3,580.57	$0.00	$1,087.17	$1,087.17	$0.00				1/1/2017	0	$0.00	$0.00
528905	RESIDENTIAL	5A	C	22	2116 Torin St	0.1497	LOT TYPE B	03/08/13	$3,580.57	$3,580.57	$0.00	$1,145.93	$1,145.93	$0.00				1/1/2017	0	$0.00	$0.00
528906	RESIDENTIAL	5A	C	23	2112 Torin St	0.1549	LOT TYPE B	11/03/11	$3,580.57	$3,580.57	$0.00	$851.78	$851.78	$0.00				1/1/2017	0	$0.00	$0.00
528907	RESIDENTIAL	5A	C	24	2108 Torin St	0.1549	LOT TYPE B	06/15/12	$3,580.57	$3,580.57	$0.00	$981.51	$981.51	$0.00				1/1/2017	0	$0.00	$0.00
528908	RESIDENTIAL	5A	C	25	2104 Torin St	0.1549	LOT TYPE B	09/15/11	$3,580.57	$3,580.57	$0.00	$819.55	$819.55	$0.00				1/1/2017	0	$0.00	$0.00
528909	RESIDENTIAL	5A	C	26	2100 Torin St	0.1549	LOT TYPE B	12/05/08	$3,580.57	$3,580.57	$0.00	$179.92	$179.92	$0.00				1/1/2017	0	$0.00	$0.00
528910	RESIDENTIAL	5A	C	27	2028 Torin St	0.1549	LOT TYPE B	10/16/12	$3,580.57	$3,580.57	$0.00	$1,057.16	$1,057.16	$0.00				1/1/2017	0	$0.00	$0.00
528911	RESIDENTIAL	5A	C	28	2024 Torin St	0.1549	LOT TYPE B	03/30/12	$3,580.57	$3,580.57	$0.00	$934.61	$934.61	$0.00				1/1/2017	0	$0.00	$0.00
528912	RESIDENTIAL	5A	C	29	2020 Torin St	0.1549	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
528913	RESIDENTIAL	5A	C	30	2016 Torin St	0.1549	LOT TYPE B	01/22/13	$3,580.57	$3,580.57	$0.00	$1,117.11	$1,117.11	$0.00				1/1/2017	0	$0.00	$0.00
528914	RESIDENTIAL	5A	C	31	2012 Torin St	0.1549	LOT TYPE B	03/08/13	$3,580.57	$3,580.57	$0.00	$1,145.93	$1,145.93	$0.00				1/1/2017	0	$0.00	$0.00
528915	RESIDENTIAL	5A	C	32	2008 Torin St	0.1549	LOT TYPE B	02/03/12	$3,580.57	$3,580.57	$0.00	$898.98	$898.98	$0.00				1/1/2017	0	$0.00	$0.00
528916	RESIDENTIAL	5A	C	33	2004 Torin St	0.1798	LOT TYPE B	11/08/13	$3,580.57	$3,580.57	$0.00	$1,295.94	$1,295.94	$0.00				1/1/2017	0	$0.00	$0.00
528917	RESIDENTIAL	5A	C	34	2000 Torin St	0.2124	LOT TYPE B	06/23/11	$3,580.57	$3,580.57	$0.00	$764.50	$764.50	$0.00				1/1/2017	0	$0.00	$0.00
528918	RESIDENTIAL	5A	C	35	736 Four Stones Blvd	0.2887	LOT TYPE B	06/29/12	$3,580.57	$3,580.57	$0.00	$990.26	$990.26	$0.00				1/1/2017	0	$0.00	$0.00
528919	RESIDENTIAL	5A	C	36	732 Four Stones Blvd	0.1883	LOT TYPE B	07/26/12	$3,580.57	$3,580.57	$0.00	$1,007.14	$1,007.14	$0.00				1/1/2017	0	$0.00	$0.00
528920	RESIDENTIAL	5A	C	37	728 Four Stones Blvd	0.1659	LOT TYPE B	02/26/14	$1,914.29	$1,914.29	$0.00	$727.99	$727.99	$0.00				1/1/2017	0	$0.00	$0.00
528921	RESIDENTIAL	5A	C	38	724 Four Stones Blvd	0.1659	LOT TYPE B	12/14/10	$3,580.57	$3,580.57	$0.00	$649.37	$649.37	$0.00				1/1/2017	0	$0.00	$0.00
528922	RESIDENTIAL	5A	C	39	720 Four Stones Blvd	0.1693	LOT TYPE B	12/10/12	$3,580.57	$3,580.57	$0.00	$1,090.92	$1,090.92	$0.00				1/1/2017	0	$0.00	$0.00
528923	RESIDENTIAL	5A	C	40	716 Four Stones Blvd	0.1693	LOT TYPE B	01/22/13	$3,580.57	$3,580.57	$0.00	$1,117.11	$1,117.11	$0.00				1/1/2017	0	$0.00	$0.00
528924	RESIDENTIAL	5A	C	41	712 Four Stones Blvd	0.1693	LOT TYPE B	08/17/12	$3,580.57	$3,580.57	$0.00	$1,020.27	$1,020.27	$0.00				1/1/2017	0	$0.00	$0.00
528925	RESIDENTIAL	5A	C	42	708 Four Stones Blvd	0.1693	LOT TYPE B	03/06/13	$3,580.57	$3,580.57	$0.00	$1,144.68	$1,144.68	$0.00				1/1/2017	0	$0.00	$0.00
528926	RESIDENTIAL	5A	C	43	704 Four Stones Blvd	0.1693	LOT TYPE B	05/13/13	$1,914.29	$1,914.29	$0.00	$634.36	$634.36	$0.00				1/1/2017	0	$0.00	$0.00
528927	RESIDENTIAL	5A	C	44	700 Four Stones Blvd	0.1693	LOT TYPE B	11/08/13	$3,580.57	$3,580.57	$0.00	$1,295.94	$1,295.94	$0.00				1/1/2017	0	$0.00	$0.00
528928	RESIDENTIAL	5A	C	45	628 Four Stones Blvd	0.1693	LOT TYPE B	10/14/10	$3,580.57	$3,580.57	$0.00	$609.08	$609.08	$0.00				1/1/2017	0	$0.00	$0.00
528929	RESIDENTIAL	5A	C	46	624 Four Stones Blvd	0.1693	LOT TYPE B	10/31/12	$3,580.57	$3,580.57	$0.00	$1,066.54	$1,066.54	$0.00				1/1/2017	0	$0.00	$0.00
528930	RESIDENTIAL	5A	C	47	620 Four Stones Blvd	0.1693	LOT TYPE B	06/16/11	$3,580.57	$3,580.57	$0.00	$759.80	$759.80	$0.00				1/1/2017	0	$0.00	$0.00
528931	RESIDENTIAL	5A	C	48	616 Four Stones Blvd	0.1693	LOT TYPE B	04/02/13	$3,580.57	$3,580.57	$0.00	$1,160.93	$1,160.93	$0.00				1/1/2017	0	$0.00	$0.00
528932	RESIDENTIAL	5A	C	49	612 Four Stones Blvd	0.1693	LOT TYPE B	03/08/13	$3,580.57	$3,580.57	$0.00	$1,145.93	$1,145.93	$0.00				1/1/2017	0	$0.00	$0.00
528933	RESIDENTIAL	5A	C	50	608 Four Stones Blvd	0.1693	LOT TYPE B	06/09/11	$3,580.57	$3,580.57	$0.00	$755.10	$755.10	$0.00				1/1/2017	0	$0.00	$0.00
528934	RESIDENTIAL	5A	C	51	604 Four Stones Blvd	0.1663	LOT TYPE B	08/23/13	$3,580.57	$3,580.57	$0.00	$1,249.06	$1,249.06	$0.00				1/1/2017	0	$0.00	$0.00
528936	RESIDENTIAL	5A	D	1	2004 London Ln	0.2084	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
528937	RESIDENTIAL	5A	D	2	2008 London Ln	0.1624	LOT TYPE B	09/03/10	$1,914.29	$1,914.29	$0.00	$310.92	$310.92	$0.00				1/1/2017	0	$0.00	$0.00
528938	RESIDENTIAL	5A	D	3	2012 London Ln	0.1624	LOT TYPE B	03/19/10	$3,580.57	$3,580.57	$0.00	$471.46	$471.46	$0.00				1/1/2017	0	$0.00	$0.00
528939	RESIDENTIAL	5A	D	4	2016 London Ln	0.1624	LOT TYPE B	05/05/11	$3,580.57	$3,580.57	$0.00	$732.28	$732.28	$0.00				1/1/2017	0	$0.00	$0.00
528940	RESIDENTIAL	5A	D	5	2020 London Ln	0.1906	LOT TYPE B	08/29/11	$3,580.57	$3,580.57	$0.00	$808.81	$808.81	$0.00				1/1/2017	0	$0.00	$0.00
528941	RESIDENTIAL	5A	D	6	2017 Blaise Ln	0.2014	LOT TYPE B	07/24/09	$3,580.57	$3,580.57	$0.00	$326.17	$326.17	$0.00				1/1/2017	0	$0.00	$0.00
528942	RESIDENTIAL	5A	D	7	2013 Blaise Ln	0.1731	LOT TYPE B	08/01/09	$3,580.57	$3,580.57	$0.00	$330.86	$330.86	$0.00				1/1/2017	0	$0.00	$0.00
528943	RESIDENTIAL	5A	D	8	2009 Blaise Ln	0.1731	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
528944	RESIDENTIAL	5A	D	9	2005 Blaise Ln	0.1731	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
528945	RESIDENTIAL	5A	D	10	2001 Blaise Ln	0.2098	LOT TYPE B	11/03/11	$3,580.57	$3,580.57	$0.00	$851.78	$851.78	$0.00				1/1/2017	0	$0.00	$0.00
528947	RESIDENTIAL	5A	E	2	417 Glastonburg Ln	0.1990	LOT TYPE B	07/01/09	$3,580.57	$3,580.57	$0.00	$310.72	$310.72	$0.00				1/1/2017	0	$0.00	$0.00
528948	RESIDENTIAL	5A	E	3	413 Glastonburg Ln	0.1752	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
528949	RESIDENTIAL	5A	E	4	409 Glastonburg Ln	0.1708	LOT TYPE B	05/05/11	$3,580.57	$3,580.57	$0.00	$732.28	$732.28	$0.00				1/1/2017	0	$0.00	$0.00
528950	RESIDENTIAL	5A	E	5	405 Glastonburg Ln	0.1598	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
528951	RESIDENTIAL	5A	E	6	401 Glastonburg Ln	0.1733	LOT TYPE B	10/14/10	$3,580.57	$3,580.57	$0.00	$609.08	$609.08	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
528952	RESIDENTIAL	5A	E	7	404 Lavaine Ln	0.1733	LOT TYPE B	03/11/09	$3,580.57	$3,580.57	$0.00	$236.87	$236.87	$0.00				1/1/2017	0	$0.00	$0.00
528953	RESIDENTIAL	5A	E	8	408 Lavaine Ln	0.1598	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
528954	RESIDENTIAL	5A	E	9	412 Lavaine Ln	0.1599	LOT TYPE B	12/05/08	$3,580.57	$3,580.57	$0.00	$179.92	$179.92	$0.00				1/1/2017	0	$0.00	$0.00
528955	RESIDENTIAL	5A	E	10	416 Lavaine Ln	0.1986	LOT TYPE B	06/12/12	$3,580.57	$3,580.57	$0.00	$979.63	$979.63	$0.00				1/1/2017	0	$0.00	$0.00
528959	RESIDENTIAL	5A	F	2	445 Four Stones Blvd	0.1895	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
528960	RESIDENTIAL	5A	F	3	441 Four Stones Blvd	0.1895	LOT TYPE B	09/09/09	$3,580.57	$3,580.57	$0.00	$356.38	$356.38	$0.00				1/1/2017	0	$0.00	$0.00
528961	RESIDENTIAL	5A	F	4	437 Four Stones Blvd	0.1864	LOT TYPE B	06/25/12	$3,580.57	$3,580.57	$0.00	$987.76	$987.76	$0.00				1/1/2017	0	$0.00	$0.00
528962	RESIDENTIAL	5A	F	5	2000 Blaise Ln	0.1778	LOT TYPE B	06/05/12	$3,580.57	$3,580.57	$0.00	$975.25	$975.25	$0.00				1/1/2017	0	$0.00	$0.00
528963	RESIDENTIAL	5A	F	6	2004 Blaise Ln	0.1598	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
528964	RESIDENTIAL	5A	F	7	2008 Blaise Ln	0.1598	LOT TYPE B	07/30/09	$3,580.57	$3,580.57	$0.00	$330.19	$330.19	$0.00				1/1/2017	0	$0.00	$0.00
528965	RESIDENTIAL	5A	F	8	2012 Blaise Ln	0.1598	LOT TYPE B	12/05/08	$3,580.57	$3,580.57	$0.00	$179.92	$179.92	$0.00				1/1/2017	0	$0.00	$0.00
528966	RESIDENTIAL	5A	F	9	2016 Blaise Ln	0.1598	LOT TYPE B	04/16/09	$3,580.57	$3,580.57	$0.00	$260.37	$260.37	$0.00				1/1/2017	0	$0.00	$0.00
528967	RESIDENTIAL	5A	F	10	2020 Blaise Ln	0.2166	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
528969	RESIDENTIAL	5A	F	12	2001 Joyous Cir	0.2772	LOT TYPE B	10/03/08	$3,580.57	$3,580.57	$0.00	$138.30	$138.30	$0.00				1/1/2017	0	$0.00	$0.00
528970	RESIDENTIAL	5A	F	13	2000 Joyous Cir	0.2632	LOT TYPE B	02/18/09	$3,580.57	$3,580.57	$0.00	$221.43	$221.43	$0.00				1/1/2017	0	$0.00	$0.00
528972	RESIDENTIAL	5A	G	1	2000 Hemison Ln	0.1780	LOT TYPE B	11/18/11	$3,580.57	$3,580.57	$0.00	$861.85	$861.85	$0.00				1/1/2017	0	$0.00	$0.00
528973	RESIDENTIAL	5A	G	2	2004 Hemison Ln	0.1598	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
528974	RESIDENTIAL	5A	G	3	2008 Hemison Ln	0.1598	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
528975	RESIDENTIAL	5A	G	4	2012 Hemison Ln	0.1598	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
528976	RESIDENTIAL	5A	G	5	2016 Hemison Ln	0.1864	LOT TYPE B	06/25/10	$3,580.57	$3,580.57	$0.00	$535.91	$535.91	$0.00				1/1/2017	0	$0.00	$0.00
528977	RESIDENTIAL	5A	G	6	2020 Hemison Ln	0.1984	LOT TYPE B	03/11/11	$3,580.57	$3,580.57	$0.00	$696.02	$696.02	$0.00				1/1/2017	0	$0.00	$0.00
528978	RESIDENTIAL	5A	G	7	2024 Hemison Ln	0.2001	LOT TYPE B	05/26/11	$3,580.57	$3,580.57	$0.00	$746.38	$746.38	$0.00				1/1/2017	0	$0.00	$0.00
528979	RESIDENTIAL	5A	G	8	517 Glastonburg Ln	0.2225	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
528980	RESIDENTIAL	5A	G	9	513 Glastonburg Ln	0.1860	LOT TYPE B	09/15/11	$3,580.57	$3,580.57	$0.00	$819.55	$819.55	$0.00				1/1/2017	0	$0.00	$0.00
528981	RESIDENTIAL	5A	G	10	509 Glastonburg Ln	0.1864	LOT TYPE B	06/16/10	$1,914.29	$1,914.29	$0.00	$283.28	$283.28	$0.00				1/1/2017	0	$0.00	$0.00
528982	RESIDENTIAL	5A	G	11	505 Glastonburg Ln	0.1864	LOT TYPE B	10/26/10	$3,580.57	$3,580.57	$0.00	$617.14	$617.14	$0.00				1/1/2017	0	$0.00	$0.00
528983	RESIDENTIAL	5A	G	12	501 Glastonburg Ln	0.2461	LOT TYPE B	11/25/09	$3,580.57	$3,580.57	$0.00	$407.40	$407.40	$0.00				1/1/2017	0	$0.00	$0.00
528985	RESIDENTIAL	5A	G	14	432 Lavaine Ln	0.2345	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
528986	RESIDENTIAL	5A	G	15	436 Lavaine Ln	0.1864	LOT TYPE B	02/15/13	$3,580.57	$3,580.57	$0.00	$1,131.55	$1,131.55	$0.00				1/1/2017	0	$0.00	$0.00
528987	RESIDENTIAL	5A	G	16	440 Lavaine Ln	0.1864	LOT TYPE B	01/21/11	$3,580.57	$3,580.57	$0.00	$674.21	$674.21	$0.00				1/1/2017	0	$0.00	$0.00
528988	RESIDENTIAL	5A	G	17	500 Lavaine Ln	0.1864	LOT TYPE B	06/12/12	$3,580.57	$3,580.57	$0.00	$979.63	$979.63	$0.00				1/1/2017	0	$0.00	$0.00
528989	RESIDENTIAL	5A	G	18	504 Lavaine Ln	0.1864	LOT TYPE B	12/14/11	$3,580.57	$3,580.57	$0.00	$879.31	$879.31	$0.00				1/1/2017	0	$0.00	$0.00
528990	RESIDENTIAL	5A	G	19	508 Lavaine Ln	0.1864	LOT TYPE B	02/03/12	$3,580.57	$3,580.57	$0.00	$898.98	$898.98	$0.00				1/1/2017	0	$0.00	$0.00
528991	RESIDENTIAL	5A	G	20	512 Lavaine Ln	0.1864	LOT TYPE B	10/14/10	$3,580.57	$3,580.57	$0.00	$609.08	$609.08	$0.00				1/1/2017	0	$0.00	$0.00
528992	RESIDENTIAL	5A	G	21	516 Lavaine Ln	0.1864	LOT TYPE B	12/20/11	$1,914.29	$1,914.29	$0.00	$472.26	$472.26	$0.00				1/1/2017	0	$0.00	$0.00
528993	RESIDENTIAL	5A	G	22	520 Lavaine Ln	0.2000	LOT TYPE B	05/19/11	$3,580.57	$3,580.57	$0.00	$741.68	$741.68	$0.00				1/1/2017	0	$0.00	$0.00
528994	RESIDENTIAL	5A	H	1	2000 Brandiles Dr	0.1843	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
528995	RESIDENTIAL	5A	H	2	2004 Brandiles Dr	0.1598	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
528996	RESIDENTIAL	5A	H	3	2008 Brandiles Dr	0.1864	LOT TYPE B	06/16/11	$3,580.57	$3,580.57	$0.00	$759.80	$759.80	$0.00				1/1/2017	0	$0.00	$0.00
528997	RESIDENTIAL	5A	H	4	2012 Brandiles Dr	0.1864	LOT TYPE B	11/18/10	$3,580.57	$3,580.57	$0.00	$631.91	$631.91	$0.00				1/1/2017	0	$0.00	$0.00
528998	RESIDENTIAL	5A	H	5	2016 Brandiles Dr	0.1870	LOT TYPE B	11/05/08	$3,580.57	$3,580.57	$0.00	$159.78	$159.78	$0.00				1/1/2017	0	$0.00	$0.00
528999	RESIDENTIAL	5A	H	6	2100 Brandiles Dr	0.1873	LOT TYPE B	10/14/10	$3,580.57	$3,580.57	$0.00	$609.08	$609.08	$0.00				1/1/2017	0	$0.00	$0.00
529000	RESIDENTIAL	5A	H	7	2104 Brandiles Dr	0.1864	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
529001	RESIDENTIAL	5A	H	8	2108 Brandiles Dr	0.1864	LOT TYPE B	06/18/10	$3,580.57	$3,580.57	$0.00	$531.21	$531.21	$0.00				1/1/2017	0	$0.00	$0.00
529002	RESIDENTIAL	5A	H	9	2112 Brandiles Dr	0.1864	LOT TYPE B	10/04/11	$3,580.57	$3,580.57	$0.00	$832.31	$832.31	$0.00				1/1/2017	0	$0.00	$0.00
529003	RESIDENTIAL	5A	H	10	2116 Brandiles Dr	0.2000	LOT TYPE B	08/31/10	$3,580.57	$3,580.57	$0.00	$580.22	$580.22	$0.00				1/1/2017	0	$0.00	$0.00
529004	RESIDENTIAL	5A	H	11	2117 Lancer Ln	0.2003	LOT TYPE B	03/11/11	$3,580.57	$3,580.57	$0.00	$696.02	$696.02	$0.00				1/1/2017	0	$0.00	$0.00
529005	RESIDENTIAL	5A	H	12	2113 Lancer Ln	0.1864	LOT TYPE B	06/12/12	$3,580.57	$3,580.57	$0.00	$979.63	$979.63	$0.00				1/1/2017	0	$0.00	$0.00
529006	RESIDENTIAL	5A	H	13	2109 Lancer Ln	0.1864	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
529007	RESIDENTIAL	5A	H	14	2105 Lancer Ln	0.1864	LOT TYPE B	10/04/11	$3,580.57	$3,580.57	$0.00	$832.31	$832.31	$0.00				1/1/2017	0	$0.00	$0.00
529008	RESIDENTIAL	5A	H	15	2101 Lancer Ln	0.1877	LOT TYPE B	08/08/13	$3,580.57	$3,580.57	$0.00	$1,239.69	$1,239.69	$0.00				1/1/2017	0	$0.00	$0.00
529009	RESIDENTIAL	5A	H	16	2017 Lancer Ln	0.1876	LOT TYPE B	03/26/12	$3,580.57	$3,580.57	$0.00	$932.11	$932.11	$0.00				1/1/2017	0	$0.00	$0.00
529010	RESIDENTIAL	5A	H	17	2013 Lancer Ln	0.1864	LOT TYPE B	08/26/11	$3,580.57	$3,580.57	$0.00	$806.80	$806.80	$0.00				1/1/2017	0	$0.00	$0.00
529011	RESIDENTIAL	5A	H	18	2009 Lancer Ln	0.1864	LOT TYPE B	03/19/12	$3,580.57	$3,580.57	$0.00	$927.74	$927.74	$0.00				1/1/2017	0	$0.00	$0.00
529012	RESIDENTIAL	5A	H	19	2005 Lancer Ln	0.1598	LOT TYPE B	11/02/12	$3,580.57	$3,580.57	$0.00	$1,067.16	$1,067.16	$0.00				1/1/2017	0	$0.00	$0.00
529013	RESIDENTIAL	5A	H	20	2001 Lancer Ln	0.1780	LOT TYPE B	08/29/11	$3,580.57	$3,580.57	$0.00	$808.81	$808.81	$0.00				1/1/2017	0	$0.00	$0.00
529014	RESIDENTIAL	5A	I	1	2000 Lancer Ln	0.1751	LOT TYPE B	05/25/12	$3,580.57	$3,580.57	$0.00	$969.00	$969.00	$0.00				1/1/2017	0	$0.00	$0.00
529015	RESIDENTIAL	5A	I	2	2004 Lancer Ln	0.1598	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
529016	RESIDENTIAL	5A	I	3	2008 Lancer Ln	0.1864	LOT TYPE B	11/02/12	$3,580.57	$3,580.57	$0.00	$1,067.16	$1,067.16	$0.00				1/1/2017	0	$0.00	$0.00
529017	RESIDENTIAL	5A	I	4	2012 Lancer Ln	0.1864	LOT TYPE B	10/16/12	$3,580.57	$3,580.57	$0.00	$1,057.16	$1,057.16	$0.00				1/1/2017	0	$0.00	$0.00
529018	RESIDENTIAL	5A	I	5	2016 Lancer Ln	0.1868	LOT TYPE B	12/14/10	$3,580.57	$3,580.57	$0.00	$649.37	$649.37	$0.00				1/1/2017	0	$0.00	$0.00
529019	RESIDENTIAL	5A	I	6	2100 Lancer Ln	0.1878	LOT TYPE B	08/05/10	$3,580.57	$3,580.57	$0.00	$562.76	$562.76	$0.00				1/1/2017	0	$0.00	$0.00
529020	RESIDENTIAL	5A	I	7	2104 Lancer Ln	0.1891	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
529021	RESIDENTIAL	5A	I	8	2108 Lancer Ln	0.1910	LOT TYPE B	08/21/08	$3,580.57	$3,580.57	$0.00	$110.10	$110.10	$0.00				1/1/2017	0	$0.00	$0.00
529022	RESIDENTIAL	5A	I	9	2112 Lancer Ln	0.1928	LOT TYPE B	10/27/09	$3,580.57	$3,580.57	$0.00	$388.60	$388.60	$0.00				1/1/2017	0	$0.00	$0.00
529023	RESIDENTIAL	5A	I	10	2116 Lancer Ln	0.2096	LOT TYPE B	10/20/09	$3,580.57	$3,580.57	$0.00	$383.90	$383.90	$0.00				1/1/2017	0	$0.00	$0.00
529024	RESIDENTIAL	5A	I	11	2117 Ironside Dr	0.2044	LOT TYPE B	06/18/10	$3,580.57	$3,580.57	$0.00	$531.21	$531.21	$0.00				1/1/2017	0	$0.00	$0.00
529025	RESIDENTIAL	5A	I	12	2113 Ironside Dr	0.1864	LOT TYPE B	01/19/12	$3,580.57	$3,580.57	$0.00	$885.36	$885.36	$0.00				1/1/2017	0	$0.00	$0.00
529026	RESIDENTIAL	5A	I	13	2109 Ironside Dr	0.1864	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
529027	RESIDENTIAL	5A	I	14	2105 Ironside Dr	0.1864	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
529028	RESIDENTIAL	5A	I	15	2101 Ironside Dr	0.1864	LOT TYPE B	02/13/12	$3,580.57	$3,580.57	$0.00	$905.23	$905.23	$0.00				1/1/2017	0	$0.00	$0.00
529029	RESIDENTIAL	5A	I	16	2017 Ironside Dr	0.1864	LOT TYPE B	08/01/08	$3,580.57	$3,580.57	$0.00	$96.68	$96.68	$0.00				1/1/2017	0	$0.00	$0.00
529030	RESIDENTIAL	5A	I	17	2013 Ironside Dr	0.1864	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00
529031	RESIDENTIAL	5A	I	18	2009 Ironside Dr	0.1864	LOT TYPE B	06/29/12	$3,580.57	$3,580.57	$0.00	$990.26	$990.26	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
529032	RESIDENTIAL	5A	I	19	2005 Ironside Dr	0.1639	LOT TYPE B	12/03/10	$3,580.57	$3,580.57	$0.00	$641.98	$641.98	$0.00				1/1/2017	0	$0.00	$0.00
529033	RESIDENTIAL	5A	I	20	2001 Ironside Dr	0.1704	LOT TYPE B	11/08/13	$3,580.57	$3,580.57	$0.00	$1,295.94	$1,295.94	$0.00				1/1/2017	0	$0.00	$0.00
529034	RESIDENTIAL	5A	J	1	2000 Magic Mantle Dr	0.1696	LOT TYPE B	08/12/13	$3,580.57	$3,580.57	$0.00	$1,242.19	$1,242.19	$0.00				1/1/2017	0	$0.00	$0.00
529035	RESIDENTIAL	5A	J	2	2004 Magic Mantle Dr	0.1725	LOT TYPE B	08/25/09	$3,580.57	$3,580.57	$0.00	$346.98	$346.98	$0.00				1/1/2017	0	$0.00	$0.00
529036	RESIDENTIAL	5A	J	3	2008 Magic Mantle Dr	0.1624	LOT TYPE B	03/13/12	$3,580.57	$3,580.57	$0.00	$923.99	$923.99	$0.00				1/1/2017	0	$0.00	$0.00
529037	RESIDENTIAL	5A	J	4	2012 Magic Mantle Dr	0.1598	LOT TYPE B	08/01/08	$3,580.57	$3,580.57	$0.00	$96.68	$96.68	$0.00				1/1/2017	0	$0.00	$0.00
529038	RESIDENTIAL	5A	J	5	2016 Magic Mantle Dr	0.1598	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
529039	RESIDENTIAL	5A	J	6	2020 Magic Mantle Dr	0.1598	LOT TYPE B	03/19/10	$3,580.57	$3,580.57	$0.00	$471.46	$471.46	$0.00				1/1/2017	0	$0.00	$0.00
529040	RESIDENTIAL	5A	J	7	2024 Magic Mantle Dr	0.1739	LOT TYPE B	08/01/08	$3,580.57	$3,580.57	$0.00	$96.68	$96.68	$0.00				1/1/2017	0	$0.00	$0.00
529041	RESIDENTIAL	5A	J	8	2025 Lambor Ln	0.1820	LOT TYPE B	05/16/12	$3,580.57	$3,580.57	$0.00	$963.38	$963.38	$0.00				1/1/2017	0	$0.00	$0.00
529042	RESIDENTIAL	5A	J	9	2021 Lambor Ln	0.1598	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
529043	RESIDENTIAL	5A	J	10	2017 Lambor Ln	0.1598	LOT TYPE B	06/03/11	$3,580.57	$3,580.57	$0.00	$751.08	$751.08	$0.00				1/1/2017	0	$0.00	$0.00
529044	RESIDENTIAL	5A	J	11	2013 Lambor Ln	0.1598	LOT TYPE B	11/05/08	$3,580.57	$3,580.57	$0.00	$159.78	$159.78	$0.00				1/1/2017	0	$0.00	$0.00
529045	RESIDENTIAL	5A	J	12	2009 Lambor Ln	0.1769	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
529046	RESIDENTIAL	5A	J	13	2005 Lambor Ln	0.1776	LOT TYPE B	12/02/13	$3,580.57	$3,580.57	$0.00	$1,310.94	$1,310.94	$0.00				1/1/2017	0	$0.00	$0.00
529047	RESIDENTIAL	5A	J	14	2001 Lambor Ln	0.1949	LOT TYPE B	07/20/12	$3,580.57	$3,580.57	$0.00	$1,003.39	$1,003.39	$0.00				1/1/2017	0	$0.00	$0.00
529048	RESIDENTIAL	5A	K	1	2000 Lambor Ln	0.2060	LOT TYPE B	06/28/13	$3,580.57	$3,580.57	$0.00	$1,214.68	$1,214.68	$0.00				1/1/2017	0	$0.00	$0.00
529049	RESIDENTIAL	5A	K	2	2004 Lambor Ln	0.1766	LOT TYPE B	09/17/12	$3,580.57	$3,580.57	$0.00	$1,039.03	$1,039.03	$0.00				1/1/2017	0	$0.00	$0.00
529050	RESIDENTIAL	5A	K	3	2008 Lambor Ln	0.1735	LOT TYPE B	11/13/08	$3,580.57	$3,580.57	$0.00	$165.15	$165.15	$0.00				1/1/2017	0	$0.00	$0.00
529051	RESIDENTIAL	5A	K	4	2012 Lambor Ln	0.1664	LOT TYPE B	09/17/08	$3,580.57	$3,580.57	$0.00	$127.56	$127.56	$0.00				1/1/2017	0	$0.00	$0.00
529052	RESIDENTIAL	5A	K	5	2016 Lambor Ln	0.1664	LOT TYPE B	12/05/08	$3,580.57	$3,580.57	$0.00	$179.92	$179.92	$0.00				1/1/2017	0	$0.00	$0.00
529053	RESIDENTIAL	5A	K	6	2020 Lambor Ln	0.1664	LOT TYPE B	11/20/09	$3,580.57	$3,580.57	$0.00	$404.04	$404.04	$0.00				1/1/2017	0	$0.00	$0.00
529054	RESIDENTIAL	5A	K	7	2024 Lambor Ln	0.1664	LOT TYPE B	10/03/08	$3,580.57	$3,580.57	$0.00	$138.30	$138.30	$0.00				1/1/2017	0	$0.00	$0.00
529055	RESIDENTIAL	5A	K	8	2028 Lambor Ln	0.1664	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
529056	RESIDENTIAL	5A	K	9	2100 Lambor Ln	0.1664	LOT TYPE B	12/05/08	$3,580.57	$3,580.57	$0.00	$179.92	$179.92	$0.00				1/1/2017	0	$0.00	$0.00
529057	RESIDENTIAL	5A	K	10	2104 Lambor Ln	0.1664	LOT TYPE B	10/03/08	$3,580.57	$3,580.57	$0.00	$138.30	$138.30	$0.00				1/1/2017	0	$0.00	$0.00
529058	RESIDENTIAL	5A	K	11	2108 Lambor Ln	0.1664	LOT TYPE B	11/05/08	$3,580.57	$3,580.57	$0.00	$159.78	$159.78	$0.00				1/1/2017	0	$0.00	$0.00
529059	RESIDENTIAL	5A	K	12	2112 Lambor Ln	0.1840	LOT TYPE B	08/15/08	$3,580.57	$3,580.57	$0.00	$106.07	$106.07	$0.00				1/1/2017	0	$0.00	$0.00
529060	RESIDENTIAL	5A	K	13	2125 Torin St	0.1947	LOT TYPE B	08/29/11	$3,580.57	$3,580.57	$0.00	$808.81	$808.81	$0.00				1/1/2017	0	$0.00	$0.00
529061	RESIDENTIAL	5A	K	14	2121 Torin St	0.1598	LOT TYPE B	05/10/11	$3,580.57	$3,580.57	$0.00	$735.64	$735.64	$0.00				1/1/2017	0	$0.00	$0.00
529062	RESIDENTIAL	5A	K	15	2117 Torin St	0.1593	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
529063	RESIDENTIAL	5A	K	16	2113 Torin St	0.1587	LOT TYPE B	09/27/12	$3,580.57	$3,580.57	$0.00	$1,045.28	$1,045.28	$0.00				1/1/2017	0	$0.00	$0.00
529064	RESIDENTIAL	5A	K	17	2109 Torin St	0.1581	LOT TYPE B	03/19/12	$3,580.57	$3,580.57	$0.00	$927.74	$927.74	$0.00				1/1/2017	0	$0.00	$0.00
529065	RESIDENTIAL	5A	K	18	2105 Torin St	0.1576	LOT TYPE B	09/17/08	$3,580.57	$3,580.57	$0.00	$127.56	$127.56	$0.00				1/1/2017	0	$0.00	$0.00
529066	RESIDENTIAL	5A	K	19	2101 Torin St	0.1570	LOT TYPE B	09/17/08	$3,580.57	$3,580.57	$0.00	$127.56	$127.56	$0.00				1/1/2017	0	$0.00	$0.00
529067	RESIDENTIAL	5A	K	20	2029 Torin St	0.1564	LOT TYPE B	01/15/13	$3,580.57	$3,580.57	$0.00	$1,112.74	$1,112.74	$0.00				1/1/2017	0	$0.00	$0.00
529068	RESIDENTIAL	5A	K	21	2025 Torin St	0.1558	LOT TYPE B	04/11/13	$3,580.57	$3,580.57	$0.00	$1,166.55	$1,166.55	$0.00				1/1/2017	0	$0.00	$0.00
529069	RESIDENTIAL	5A	K	22	2021 Torin St	0.1553	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00
529070	RESIDENTIAL	5A	K	23	2017 Torin St	0.1568	LOT TYPE B	08/29/11	$3,580.57	$3,580.57	$0.00	$808.81	$808.81	$0.00				1/1/2017	0	$0.00	$0.00
529071	RESIDENTIAL	5A	K	24	2013 Torin St	0.1626	LOT TYPE B	02/18/11	$3,580.57	$3,580.57	$0.00	$680.58	$680.58	$0.00				1/1/2017	0	$0.00	$0.00
529072	RESIDENTIAL	5A	K	25	2009 Torin St	0.2182	LOT TYPE B	08/31/12	$3,580.57	$3,580.57	$0.00	$1,029.02	$1,029.02	$0.00				1/1/2017	0	$0.00	$0.00
529073	RESIDENTIAL	5A	G	23	2109 Brandiles Dr	0.2002	LOT TYPE B	05/06/10	$3,580.57	$3,580.57	$0.00	$503.01	$503.01	$0.00				1/1/2017	0	$0.00	$0.00
529074	RESIDENTIAL	5A	G	24	2105 Brandiles Dr	0.1864	LOT TYPE B	09/05/08	$3,580.57	$3,580.57	$0.00	$119.50	$119.50	$0.00				1/1/2017	0	$0.00	$0.00
529075	RESIDENTIAL	5A	G	25	2101 Brandiles Dr	0.1865	LOT TYPE B	08/04/10	$3,580.57	$3,580.57	$0.00	$562.09	$562.09	$0.00				1/1/2017	0	$0.00	$0.00
529076	RESIDENTIAL	5A	G	26	2017 Brandiles Dr	0.1869	LOT TYPE B	08/29/11	$3,580.57	$3,580.57	$0.00	$808.81	$808.81	$0.00				1/1/2017	0	$0.00	$0.00
529077	RESIDENTIAL	5A	G	27	2013 Brandiles Dr	0.1864	LOT TYPE B	04/15/11	$3,580.57	$3,580.57	$0.00	$718.85	$718.85	$0.00				1/1/2017	0	$0.00	$0.00
529078	RESIDENTIAL	5A	G	28	2009 Brandiles Dr	0.1864	LOT TYPE B	02/03/12	$3,580.57	$3,580.57	$0.00	$898.98	$898.98	$0.00				1/1/2017	0	$0.00	$0.00
529079	RESIDENTIAL	5A	G	29	2005 Brandiles Dr	0.1651	LOT TYPE B	10/07/10	$3,580.57	$3,580.57	$0.00	$604.38	$604.38	$0.00				1/1/2017	0	$0.00	$0.00
529080	RESIDENTIAL	5A	G	30	2001 Brandiles Dr	0.1857	LOT TYPE B	04/15/13	$3,580.57	$3,580.57	$0.00	$1,169.06	$1,169.06	$0.00				1/1/2017	0	$0.00	$0.00
528809	COMMON / PUBLIC SPACE	5A	A	9x	448 Four Stones Blvd	0.2611	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
528836	COMMON / PUBLIC SPACE	5A	A	36x	413 Lavaine Ln	0.3255	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
	COMMON / PUBLIC SPACE	5A	A	42x	Lavaine Ln	0.0000	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
335447	COMMON / PUBLIC SPACE	5A	A	45x	Four Stones Blvd	0.1223	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
	COMMON / PUBLIC SPACE	5A	C	53x	Four Stones Blvd	0.0000	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
528946	COMMON / PUBLIC SPACE	5A	E	1x	Glastonburg Ln	0.2009	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
528956	COMMON / PUBLIC SPACE	5A	E	11x	420 Lavaine Ln	0.2146	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
528958	COMMON / PUBLIC SPACE	5A	F	1x	449 Four Stones Blvd	0.2566	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
528968	COMMON / PUBLIC SPACE	5A	F	11x	2011 Joyous Cir	0.1333	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
528971	COMMON / PUBLIC SPACE	5A	F	14x	2010 Joyous Cir	1.0327	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
528984	COMMON / PUBLIC SPACE	5A	G	13x	Glastonburg Ln	0.0543	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
496160	RESIDENTIAL	6A	A	1	3008 Cole Castle Dr	0.1379	LOT TYPE B	11/28/12	$3,580.57	$3,580.57	$0.00	$1,083.42	$1,083.42	$0.00				1/1/2017	0	$0.00	$0.00
496161	RESIDENTIAL	6A	A	2	3004 Cole Castle Dr	0.1274	LOT TYPE B	05/10/12	$3,580.57	$3,580.57	$0.00	$959.62	$959.62	$0.00				1/1/2017	0	$0.00	$0.00
496162	RESIDENTIAL	6A	A	3	3000 Cole Castle Dr	0.2383	LOT TYPE B	09/28/12	$3,580.57	$3,580.57	$0.00	$1,045.90	$1,045.90	$0.00				1/1/2017	0	$0.00	$0.00
496163	RESIDENTIAL	6A	A	4	2920 Cole Castle Dr	0.2170	LOT TYPE B	01/04/12	$3,580.57	$3,580.57	$0.00	$875.99	$875.99	$0.00				1/1/2017	0	$0.00	$0.00
496164	RESIDENTIAL	6A	A	5	2916 Cole Castle Dr	0.1274	LOT TYPE B	02/10/12	$3,580.57	$3,580.57	$0.00	$903.35	$903.35	$0.00				1/1/2017	0	$0.00	$0.00
496165	RESIDENTIAL	6A	A	6	2912 Cole Castle Dr	0.1274	LOT TYPE B	03/01/12	$3,580.57	$3,580.57	$0.00	$916.48	$916.48	$0.00				1/1/2017	0	$0.00	$0.00
496166	RESIDENTIAL	6A	A	7	2908 Cole Castle Dr	0.1274	LOT TYPE B	01/04/12	$3,580.57	$3,580.57	$0.00	$875.99	$875.99	$0.00				1/1/2017	0	$0.00	$0.00
496167	RESIDENTIAL	6A	A	8	2904 Cole Castle Dr	0.1274	LOT TYPE B	05/25/12	$3,580.57	$3,580.57	$0.00	$969.00	$969.00	$0.00				1/1/2017	0	$0.00	$0.00
496168	RESIDENTIAL	6A	A	9	2900 Cole Castle Dr	0.1274	LOT TYPE B	03/01/12	$3,580.57	$3,580.57	$0.00	$916.48	$916.48	$0.00				1/1/2017	0	$0.00	$0.00
496169	RESIDENTIAL	6A	A	10	2816 Cole Castle Dr	0.1274	LOT TYPE B	04/11/13	$3,580.57	$3,580.57	$0.00	$1,166.55	$1,166.55	$0.00				1/1/2017	0	$0.00	$0.00
496170	RESIDENTIAL	6A	A	11	2812 Cole Castle Dr	0.1274	LOT TYPE B	10/16/12	$3,580.57	$3,580.57	$0.00	$1,057.16	$1,057.16	$0.00				1/1/2017	0	$0.00	$0.00
496171	RESIDENTIAL	6A	A	12	2808 Cole Castle Dr	0.1274	LOT TYPE B	03/13/12	$3,580.57	$3,580.57	$0.00	$923.99	$923.99	$0.00				1/1/2017	0	$0.00	$0.00
496172	RESIDENTIAL	6A	A	13	2804 Cole Castle Dr	0.1274	LOT TYPE B	06/07/12	$3,580.57	$3,580.57	$0.00	$976.50	$976.50	$0.00				1/1/2017	0	$0.00	$0.00
496173	RESIDENTIAL	6A	A	14	2800 Cole Castle Dr	0.1274	LOT TYPE B	01/04/12	$3,580.57	$3,580.57	$0.00	$875.99	$875.99	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
496175	RESIDENTIAL	6A	A	16	2724 Cole Castle Dr	0.1274	LOT TYPE B	05/03/12	$3,580.57	$3,580.57	$0.00	$955.25	$955.25	$0.00				1/1/2017	0	$0.00	$0.00
496176	RESIDENTIAL	6A	A	17	2720 Cole Castle Dr	0.1274	LOT TYPE B	05/16/12	$3,580.57	$3,580.57	$0.00	$963.38	$963.38	$0.00				1/1/2017	0	$0.00	$0.00
496177	RESIDENTIAL	6A	A	18	2716 Cole Castle Dr	0.1274	LOT TYPE B	06/07/12	$3,580.57	$3,580.57	$0.00	$976.50	$976.50	$0.00				1/1/2017	0	$0.00	$0.00
496178	RESIDENTIAL	6A	A	19	2712 Cole Castle Dr	0.1274	LOT TYPE B	06/07/12	$3,580.57	$3,580.57	$0.00	$976.50	$976.50	$0.00				1/1/2017	0	$0.00	$0.00
496179	RESIDENTIAL	6A	A	20	2708 Cole Castle Dr	0.1274	LOT TYPE B	06/21/12	$3,580.57	$3,580.57	$0.00	$985.26	$985.26	$0.00				1/1/2017	0	$0.00	$0.00
496180	RESIDENTIAL	6A	A	21	2704 Cole Castle Dr	0.1274	LOT TYPE B	06/29/12	$3,580.57	$3,580.57	$0.00	$990.26	$990.26	$0.00				1/1/2017	0	$0.00	$0.00
496181	RESIDENTIAL	6A	A	22	2700 Cole Castle Dr	0.1274	LOT TYPE B	03/14/13	$3,580.57	$3,580.57	$0.00	$1,149.68	$1,149.68	$0.00				1/1/2017	0	$0.00	$0.00
496182	RESIDENTIAL	6A	A	23	2624 Cole Castle Dr	0.1424	LOT TYPE B	02/04/13	$3,580.57	$3,580.57	$0.00	$1,124.68	$1,124.68	$0.00				1/1/2017	0	$0.00	$0.00
496183	RESIDENTIAL	6A	A	24	2620 Cole Castle Dr	0.1451	LOT TYPE B	09/10/12	$3,580.57	$3,580.57	$0.00	$1,034.65	$1,034.65	$0.00				1/1/2017	0	$0.00	$0.00
496184	RESIDENTIAL	6A	A	25	2616 Cole Castle Dr	0.1452	LOT TYPE B	04/23/13	$3,580.57	$3,580.57	$0.00	$1,174.06	$1,174.06	$0.00				1/1/2017	0	$0.00	$0.00
496185	RESIDENTIAL	6A	A	26	2612 Cole Castle Dr	0.1450	LOT TYPE B	04/25/13	$3,580.57	$3,580.57	$0.00	$1,175.31	$1,175.31	$0.00				1/1/2017	0	$0.00	$0.00
496186	RESIDENTIAL	6A	A	27	2608 Cole Castle Dr	0.1415	LOT TYPE B	05/13/13	$3,580.57	$3,580.57	$0.00	$1,186.56	$1,186.56	$0.00				1/1/2017	0	$0.00	$0.00
496187	RESIDENTIAL	6A	A	28	2604 Cole Castle Dr	0.1402	LOT TYPE B	05/13/13	$3,580.57	$3,580.57	$0.00	$1,186.56	$1,186.56	$0.00				1/1/2017	0	$0.00	$0.00
496188	RESIDENTIAL	6A	A	29	2600 Cole Castle Dr	0.1499	LOT TYPE B	08/23/12	$3,580.57	$3,580.57	$0.00	$1,024.02	$1,024.02	$0.00				1/1/2017	0	$0.00	$0.00
496189	RESIDENTIAL	6A	B	1	3020 Cole Castle Dr	0.1379	LOT TYPE B	04/04/13	$3,580.57	$3,580.57	$0.00	$1,162.18	$1,162.18	$0.00				1/1/2017	0	$0.00	$0.00
496190	RESIDENTIAL	6A	B	2	3024 Cole Castle Dr	0.1274	LOT TYPE B	10/25/12	$3,580.57	$3,580.57	$0.00	$1,062.79	$1,062.79	$0.00				1/1/2017	0	$0.00	$0.00
496191	RESIDENTIAL	6A	B	3	3028 Cole Castle Dr	0.2577	LOT TYPE B	06/03/13	$3,580.57	$3,580.57	$0.00	$1,199.06	$1,199.06	$0.00				1/1/2017	0	$0.00	$0.00
496192	RESIDENTIAL	6A	B	4	2921 N Umberland Dr	0.2134	LOT TYPE B	11/28/12	$3,580.57	$3,580.57	$0.00	$1,083.42	$1,083.42	$0.00				1/1/2017	0	$0.00	$0.00
496193	RESIDENTIAL	6A	B	5	2917 N Umberland Dr	0.1402	LOT TYPE B	05/16/13	$3,580.57	$3,580.57	$0.00	$1,188.43	$1,188.43	$0.00				1/1/2017	0	$0.00	$0.00
496194	RESIDENTIAL	6A	B	6	2913 N Umberland Dr	0.1274	LOT TYPE B	03/22/13	$3,580.57	$3,580.57	$0.00	$1,154.68	$1,154.68	$0.00				1/1/2017	0	$0.00	$0.00
496195	RESIDENTIAL	6A	B	7	2909 N Umberland Dr	0.1274	LOT TYPE B	03/06/13	$3,580.57	$3,580.57	$0.00	$1,144.68	$1,144.68	$0.00				1/1/2017	0	$0.00	$0.00
496196	RESIDENTIAL	6A	B	8	2905 N Umberland Dr	0.1274	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00
496197	RESIDENTIAL	6A	B	9	2901 N Umberland Dr	0.1274	LOT TYPE B	01/04/12	$3,580.57	$3,580.57	$0.00	$875.99	$875.99	$0.00				1/1/2017	0	$0.00	$0.00
496198	RESIDENTIAL	6A	B	10	2817 N Umberland Dr	0.1402	LOT TYPE B	01/04/12	$3,580.57	$3,580.57	$0.00	$875.99	$875.99	$0.00				1/1/2017	0	$0.00	$0.00
496199	RESIDENTIAL	6A	B	11	2813 N Umberland Dr	0.1274	LOT TYPE B	01/29/14	$3,580.57	$3,580.57	$0.00	$1,334.13	$1,334.13	$0.00				1/1/2017	0	$0.00	$0.00
496200	RESIDENTIAL	6A	B	12	2809 N Umberland Dr	0.1274	LOT TYPE B	10/08/13	$3,580.57	$3,580.57	$0.00	$1,277.19	$1,277.19	$0.00				1/1/2017	0	$0.00	$0.00
496201	RESIDENTIAL	6A	B	13	2805 N Umberland Dr	0.1402	LOT TYPE B	09/25/12	$3,580.57	$3,580.57	$0.00	$1,044.03	$1,044.03	$0.00				1/1/2017	0	$0.00	$0.00
496202	RESIDENTIAL	6A	B	14	2801 N Umberland Dr	0.1340	LOT TYPE B	02/22/13	$1,914.29	$1,914.29	$0.00	$607.29	$607.29	$0.00				1/1/2017	0	$0.00	$0.00
496204	RESIDENTIAL	6A	B	16	2725 N Umberland Dr	0.1274	LOT TYPE B	04/27/12	$3,580.57	$3,580.57	$0.00	$951.50	$951.50	$0.00				1/1/2017	0	$0.00	$0.00
496205	RESIDENTIAL	6A	B	17	2721 N Umberland Dr	0.1412	LOT TYPE B	03/12/12	$1,914.29	$1,914.29	$0.00	$493.64	$493.64	$0.00				1/1/2017	0	$0.00	$0.00
496206	RESIDENTIAL	6A	B	18	2717 N Umberland Dr	0.1274	LOT TYPE B	10/31/12	$3,580.57	$3,580.57	$0.00	$1,066.54	$1,066.54	$0.00				1/1/2017	0	$0.00	$0.00
496207	RESIDENTIAL	6A	B	19	2713 N Umberland Dr	0.1274	LOT TYPE B	01/03/13	$3,580.57	$3,580.57	$0.00	$1,105.24	$1,105.24	$0.00				1/1/2017	0	$0.00	$0.00
496208	RESIDENTIAL	6A	B	20	2709 N Umberland Dr	0.1274	LOT TYPE B	05/13/13	$3,580.57	$3,580.57	$0.00	$1,186.56	$1,186.56	$0.00				1/1/2017	0	$0.00	$0.00
496209	RESIDENTIAL	6A	B	21	2705 N Umberland Dr	0.1274	LOT TYPE B	03/06/13	$3,580.57	$3,580.57	$0.00	$1,144.68	$1,144.68	$0.00				1/1/2017	0	$0.00	$0.00
496210	RESIDENTIAL	6A	B	22	2701 N Umberland Dr	0.1274	LOT TYPE B	02/05/13	$3,580.57	$3,580.57	$0.00	$1,125.30	$1,125.30	$0.00				1/1/2017	0	$0.00	$0.00
496211	RESIDENTIAL	6A	B	23	2621 N Umberland Dr	0.1429	LOT TYPE B	06/12/13	$3,580.57	$3,580.57	$0.00	$1,204.68	$1,204.68	$0.00				1/1/2017	0	$0.00	$0.00
496212	RESIDENTIAL	6A	B	24	2617 N Umberland Dr	0.1461	LOT TYPE B	04/25/13	$3,580.57	$3,580.57	$0.00	$1,175.31	$1,175.31	$0.00				1/1/2017	0	$0.00	$0.00
496213	RESIDENTIAL	6A	B	25	2613 N Umberland Dr	0.1511	LOT TYPE B	06/12/13	$3,580.57	$3,580.57	$0.00	$1,204.68	$1,204.68	$0.00				1/1/2017	0	$0.00	$0.00
496214	RESIDENTIAL	6A	B	26	2609 N Umberland Dr	0.1570	LOT TYPE B	10/08/13	$3,580.57	$3,580.57	$0.00	$1,277.19	$1,277.19	$0.00				1/1/2017	0	$0.00	$0.00
496215	RESIDENTIAL	6A	B	27	2605 N Umberland Dr	0.2023	LOT TYPE B	09/27/13	$3,580.57	$3,580.57	$0.00	$1,270.31	$1,270.31	$0.00				1/1/2017	0	$0.00	$0.00
496216	RESIDENTIAL	6A	B	28	2601 N Umberland Dr	0.1616	LOT TYPE B	04/11/13	$3,580.57	$3,580.57	$0.00	$1,166.55	$1,166.55	$0.00				1/1/2017	0	$0.00	$0.00
496218	RESIDENTIAL	6A	B	30	100 Brown Knight Ln	0.1377	LOT TYPE B	11/19/12	$3,580.57	$3,580.57	$0.00	$1,077.79	$1,077.79	$0.00				1/1/2017	0	$0.00	$0.00
496219	RESIDENTIAL	6A	B	31	104 Brown Knight Ln	0.1529	LOT TYPE B	09/27/13	$3,580.57	$3,580.57	$0.00	$1,270.31	$1,270.31	$0.00				1/1/2017	0	$0.00	$0.00
496220	RESIDENTIAL	6A	B	32	108 Brown Knight Ln	0.1529	LOT TYPE B	10/25/12	$3,580.57	$3,580.57	$0.00	$1,062.79	$1,062.79	$0.00				1/1/2017	0	$0.00	$0.00
496221	RESIDENTIAL	6A	B	33	112 Brown Knight Ln	0.1708	LOT TYPE B	05/02/13	$3,580.57	$3,580.57	$0.00	$1,179.68	$1,179.68	$0.00				1/1/2017	0	$0.00	$0.00
496222	RESIDENTIAL	6A	B	34	116 Brown Knight Ln	0.1794	LOT TYPE B	04/10/13	$3,580.57	$3,580.57	$0.00	$1,165.93	$1,165.93	$0.00				1/1/2017	0	$0.00	$0.00
496223	RESIDENTIAL	6A	B	35	120 Brown Knight Ln	0.2247	LOT TYPE B	10/16/12	$3,580.57	$3,580.57	$0.00	$1,057.16	$1,057.16	$0.00				1/1/2017	0	$0.00	$0.00
496225	RESIDENTIAL	6A	B	37	124 Brown Knight Ln	0.2168	LOT TYPE B	05/25/12	$3,580.57	$3,580.57	$0.00	$969.00	$969.00	$0.00				1/1/2017	0	$0.00	$0.00
496226	RESIDENTIAL	6A	B	38	128 Brown Knight Ln	0.2749	LOT TYPE B	06/13/13	$3,580.57	$3,580.57	$0.00	$1,205.31	$1,205.31	$0.00				1/1/2017	0	$0.00	$0.00
496227	RESIDENTIAL	6A	C	1	2916 N Umberland Dr	0.1365	LOT TYPE B	02/19/13	$3,580.57	$3,580.57	$0.00	$1,134.05	$1,134.05	$0.00				1/1/2017	0	$0.00	$0.00
496228	RESIDENTIAL	6A	C	2	2912 N Umberland Dr	0.1251	LOT TYPE B	08/26/13	$3,580.57	$3,580.57	$0.00	$1,250.94	$1,250.94	$0.00				1/1/2017	0	$0.00	$0.00
496229	RESIDENTIAL	6A	C	3	2908 N Umberland Dr	0.1251	LOT TYPE B	08/12/13	$3,580.57	$3,580.57	$0.00	$1,242.19	$1,242.19	$0.00				1/1/2017	0	$0.00	$0.00
496230	RESIDENTIAL	6A	C	4	2904 N Umberland Dr	0.1251	LOT TYPE B	02/07/14	$3,580.57	$3,580.57	$0.00	$1,350.42	$1,350.42	$0.00				1/1/2017	0	$0.00	$0.00
496231	RESIDENTIAL	6A	C	5	2900 N Umberland Dr	0.1251	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00
496232	RESIDENTIAL	6A	C	6	2816 N Umberland Dr	0.1251	LOT TYPE B	04/25/13	$3,580.57	$3,580.57	$0.00	$1,175.31	$1,175.31	$0.00				1/1/2017	0	$0.00	$0.00
496233	RESIDENTIAL	6A	C	7	2812 N Umberland Dr	0.1251	LOT TYPE B	01/24/13	$3,580.57	$3,580.57	$0.00	$1,118.36	$1,118.36	$0.00				1/1/2017	0	$0.00	$0.00
496234	RESIDENTIAL	6A	C	8	2808 N Umberland Dr	0.1251	LOT TYPE B	07/20/12	$3,580.57	$3,580.57	$0.00	$1,003.39	$1,003.39	$0.00				1/1/2017	0	$0.00	$0.00
496235	RESIDENTIAL	6A	C	9	2804 N Umberland Dr	0.1251	LOT TYPE B	11/02/12	$3,580.57	$3,580.57	$0.00	$1,067.16	$1,067.16	$0.00				1/1/2017	0	$0.00	$0.00
496236	RESIDENTIAL	6A	C	10	2800 N Umberland Dr	0.1251	LOT TYPE B	04/22/13	$3,580.57	$3,580.57	$0.00	$1,173.43	$1,173.43	$0.00				1/1/2017	0	$0.00	$0.00
496238	RESIDENTIAL	6A	C	12	2724 N Umberland Dr	0.1251	LOT TYPE B	04/10/12	$3,580.57	$3,580.57	$0.00	$940.87	$940.87	$0.00				1/1/2017	0	$0.00	$0.00
496239	RESIDENTIAL	6A	C	13	2720 N Umberland Dr	0.1251	LOT TYPE B	10/31/12	$3,580.57	$3,580.57	$0.00	$1,066.54	$1,066.54	$0.00				1/1/2017	0	$0.00	$0.00
496240	RESIDENTIAL	6A	C	14	2716 N Umberland Dr	0.1376	LOT TYPE B	04/27/12	$3,580.57	$3,580.57	$0.00	$951.50	$951.50	$0.00				1/1/2017	0	$0.00	$0.00
496241	RESIDENTIAL	6A	C	15	2712 N Umberland Dr	0.1251	LOT TYPE B	01/02/13	$3,580.57	$3,580.57	$0.00	$1,104.61	$1,104.61	$0.00				1/1/2017	0	$0.00	$0.00
496242	RESIDENTIAL	6A	C	16	2708 N Umberland Dr	0.1251	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00
496243	RESIDENTIAL	6A	C	17	2704 N Umberland Dr	0.1251	LOT TYPE B	03/22/13	$3,580.57	$3,580.57	$0.00	$1,154.68	$1,154.68	$0.00				1/1/2017	0	$0.00	$0.00
496244	RESIDENTIAL	6A	C	18	2700 N Umberland Dr	0.1376	LOT TYPE B	03/26/12	$3,580.57	$3,580.57	$0.00	$932.11	$932.11	$0.00				1/1/2017	0	$0.00	$0.00
496245	RESIDENTIAL	6A	C	19	2620 N Umberland Dr	0.1393	LOT TYPE B	08/13/12	$3,580.57	$3,580.57	$0.00	$1,017.77	$1,017.77	$0.00				1/1/2017	0	$0.00	$0.00
496246	RESIDENTIAL	6A	C	20	2616 N Umberland Dr	0.1403	LOT TYPE B	05/07/13	$3,580.57	$3,580.57	$0.00	$1,182.81	$1,182.81	$0.00				1/1/2017	0	$0.00	$0.00
496247	RESIDENTIAL	6A	C	21	2612 N Umberland Dr	0.1402	LOT TYPE B	05/23/13	$3,580.57	$3,580.57	$0.00	$1,192.81	$1,192.81	$0.00				1/1/2017	0	$0.00	$0.00
496248	RESIDENTIAL	6A	C	22	2608 N Umberland Dr	0.1393	LOT TYPE B	06/03/13	$3,580.57	$3,580.57	$0.00	$1,199.06	$1,199.06	$0.00				1/1/2017	0	$0.00	$0.00
496249	RESIDENTIAL	6A	C	23	2600 N Umberland Dr	0.2204	LOT TYPE B	06/03/13	$3,580.57	$3,580.57	$0.00	$1,199.06	$1,199.06	$0.00				1/1/2017	0	$0.00	$0.00
496250	RESIDENTIAL	6A	C	24	2601 Cole Castle Dr	0.2441	LOT TYPE B	04/02/13	$3,580.57	$3,580.57	$0.00	$1,160.93	$1,160.93	$0.00				1/1/2017	0	$0.00	$0.00
496251	RESIDENTIAL	6A	C	25	2609 Cole Castle Dr	0.1388	LOT TYPE B	06/03/13	$3,580.57	$3,580.57	$0.00	$1,199.06	$1,199.06	$0.00				1/1/2017	0	$0.00	$0.00
496252	RESIDENTIAL	6A	C	26	2613 Cole Castle Dr	0.1424	LOT TYPE B	08/19/13	$3,580.57	$3,580.57	$0.00	$1,246.56	$1,246.56	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
496253	RESIDENTIAL	6A	C	27	2617 Cole Castle Dr	0.1427	LOT TYPE B	02/07/14	$3,580.57	$3,580.57	$0.00	$1,350.42	$1,350.42	$0.00				1/1/2017	0	$0.00	$0.00
496254	RESIDENTIAL	6A	C	28	2621 Cole Castle Dr	0.1438	LOT TYPE B	09/24/13	$3,580.57	$3,580.57	$0.00	$1,268.44	$1,268.44	$0.00				1/1/2017	0	$0.00	$0.00
496255	RESIDENTIAL	6A	C	29	2625 Cole Castle Dr	0.1404	LOT TYPE B	05/29/13	$3,580.57	$3,580.57	$0.00	$1,196.56	$1,196.56	$0.00				1/1/2017	0	$0.00	$0.00
496256	RESIDENTIAL	6A	C	30	2701 Cole Castle Dr	0.1376	LOT TYPE B	06/21/13	$3,580.57	$3,580.57	$0.00	$1,210.31	$1,210.31	$0.00				1/1/2017	0	$0.00	$0.00
496257	RESIDENTIAL	6A	C	31	2705 Cole Castle Dr	0.1376	LOT TYPE B	04/22/13	$3,580.57	$3,580.57	$0.00	$1,173.43	$1,173.43	$0.00				1/1/2017	0	$0.00	$0.00
496258	RESIDENTIAL	6A	C	32	2709 Cole Castle Dr	0.1376	LOT TYPE B	11/28/12	$3,580.57	$3,580.57	$0.00	$1,083.42	$1,083.42	$0.00				1/1/2017	0	$0.00	$0.00
496259	RESIDENTIAL	6A	C	33	2713 Cole Castle Dr	0.1251	LOT TYPE B	11/28/12	$3,580.57	$3,580.57	$0.00	$1,083.42	$1,083.42	$0.00				1/1/2017	0	$0.00	$0.00
496260	RESIDENTIAL	6A	C	34	2717 Cole Castle Dr	0.1251	LOT TYPE B	06/03/13	$3,580.57	$3,580.57	$0.00	$1,199.06	$1,199.06	$0.00				1/1/2017	0	$0.00	$0.00
496261	RESIDENTIAL	6A	C	35	2721 Cole Castle Dr	0.1251	LOT TYPE B	05/10/12	$3,580.57	$3,580.57	$0.00	$959.62	$959.62	$0.00				1/1/2017	0	$0.00	$0.00
496262	RESIDENTIAL	6A	C	36	2725 Cole Castle Dr	0.1376	LOT TYPE B	08/08/12	$3,580.57	$3,580.57	$0.00	$1,014.64	$1,014.64	$0.00				1/1/2017	0	$0.00	$0.00
496263	RESIDENTIAL	6A	C	37	2801 Cole Castle Dr	0.1251	LOT TYPE B	08/30/13	$3,580.57	$3,580.57	$0.00	$1,253.44	$1,253.44	$0.00				1/1/2017	0	$0.00	$0.00
496264	RESIDENTIAL	6A	C	38	2805 Cole Castle Dr	0.1251	LOT TYPE B	11/18/13	$3,580.57	$3,580.57	$0.00	$1,302.19	$1,302.19	$0.00				1/1/2017	0	$0.00	$0.00
496265	RESIDENTIAL	6A	C	39	2809 Cole Castle Dr	0.1251	LOT TYPE B	01/11/13	$3,580.57	$3,580.57	$0.00	$1,110.24	$1,110.24	$0.00				1/1/2017	0	$0.00	$0.00
496266	RESIDENTIAL	6A	C	40	2813 Cole Castle Dr	0.1251	LOT TYPE B	01/03/13	$3,580.57	$3,580.57	$0.00	$1,105.24	$1,105.24	$0.00				1/1/2017	0	$0.00	$0.00
496267	RESIDENTIAL	6A	C	41	2817 Cole Castle Dr	0.1251	LOT TYPE B	04/02/13	$3,580.57	$3,580.57	$0.00	$1,160.93	$1,160.93	$0.00				1/1/2017	0	$0.00	$0.00
496268	RESIDENTIAL	6A	C	42	2901 Cole Castle Dr	0.1251	LOT TYPE B	02/10/12	$3,580.57	$3,580.57	$0.00	$903.35	$903.35	$0.00				1/1/2017	0	$0.00	$0.00
496269	RESIDENTIAL	6A	C	43	2905 Cole Castle Dr	0.1251	LOT TYPE B	04/22/13	$3,580.57	$3,580.57	$0.00	$1,173.43	$1,173.43	$0.00				1/1/2017	0	$0.00	$0.00
496270	RESIDENTIAL	6A	C	44	2909 Cole Castle Dr	0.1251	LOT TYPE B	08/08/13	$3,580.57	$3,580.57	$0.00	$1,239.69	$1,239.69	$0.00				1/1/2017	0	$0.00	$0.00
496271	RESIDENTIAL	6A	C	45	2913 Cole Castle Dr	0.1251	LOT TYPE B	05/13/13	$3,580.57	$3,580.57	$0.00	$1,186.56	$1,186.56	$0.00				1/1/2017	0	$0.00	$0.00
496272	RESIDENTIAL	6A	C	46	2917 Cole Castle Dr	0.1365	LOT TYPE B	09/14/12	$3,580.57	$3,580.57	$0.00	$1,037.15	$1,037.15	$0.00				1/1/2017	0	$0.00	$0.00
496174	COMMON / PUBLIC SPACE	6A	A	15x	2728 Cole Castle Dr	0.0764	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
496203	COMMON / PUBLIC SPACE	6A	B	15r1	2729 N Umberland Dr	0.0764	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
496217	COMMON / PUBLIC SPACE	6A	B	29x	98 Brown Knight Ln	0.2056	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
496224	COMMON / PUBLIC SPACE	6A	B	36x	122 Brown Knight Ln	0.1666	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
496237	COMMON / PUBLIC SPACE	6A	C	11x	2728 N Umberland Dr	0.1501	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
619962	RESIDENTIAL	6B	A	1	120 Liones Ln	0.1337	LOT TYPE B	01/30/12	$3,580.57	$3,580.57	$0.00	$892.24	$892.24	$0.00				1/1/2017	0	$0.00	$0.00
619963	RESIDENTIAL	6B	A	2	124 Liones Ln	0.1101	LOT TYPE A	06/18/10	$2,106.22	$2,106.22	$0.00	$312.48	$312.48	$0.00				1/1/2017	0	$0.00	$0.00
619964	RESIDENTIAL	6B	A	3	128 Liones Ln	0.1745	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
619965	RESIDENTIAL	6B	A	4	3000 Hereford Dr	0.2118	LOT TYPE B	08/25/09	$3,580.57	$3,580.57	$0.00	$346.98	$346.98	$0.00				1/1/2017	0	$0.00	$0.00
619966	RESIDENTIAL	6B	A	5	3004 Hereford Dr	0.1140	LOT TYPE A	07/24/09	$2,106.22	$2,106.22	$0.00	$191.87	$191.87	$0.00				1/1/2017	0	$0.00	$0.00
619967	RESIDENTIAL	6B	A	6	3008 Hereford Dr	0.1045	LOT TYPE A	11/11/09	$2,106.22	$2,106.22	$0.00	$234.12	$234.12	$0.00				1/1/2017	0	$0.00	$0.00
619968	RESIDENTIAL	6B	A	7	3012 Hereford Dr	0.1045	LOT TYPE A	01/27/10	$2,106.22	$2,106.22	$0.00	$264.14	$264.14	$0.00				1/1/2017	0	$0.00	$0.00
619969	RESIDENTIAL	6B	A	8	3016 Hereford Dr	0.1045	LOT TYPE A	10/05/09	$2,106.22	$2,106.22	$0.00	$219.91	$219.91	$0.00				1/1/2017	0	$0.00	$0.00
619970	RESIDENTIAL	6B	A	9	3020 Hereford Dr	0.1045	LOT TYPE A	05/06/09	$2,106.22	$2,106.22	$0.00	$161.06	$161.06	$0.00				1/1/2017	0	$0.00	$0.00
619971	RESIDENTIAL	6B	A	10	3024 Hereford Dr	0.1050	LOT TYPE A	12/10/09	$2,106.22	$2,106.22	$0.00	$245.58	$245.58	$0.00				1/1/2017	0	$0.00	$0.00
619972	RESIDENTIAL	6B	A	11	3028 Hereford Dr	0.1039	LOT TYPE A	12/14/09	$2,106.22	$2,106.22	$0.00	$247.16	$247.16	$0.00				1/1/2017	0	$0.00	$0.00
619973	RESIDENTIAL	6B	A	12	3100 Hereford Dr	0.1039	LOT TYPE A	07/01/09	$2,106.22	$2,106.22	$0.00	$182.78	$182.78	$0.00				1/1/2017	0	$0.00	$0.00
619974	RESIDENTIAL	6B	A	13	3104 Hereford Dr	0.1039	LOT TYPE A	10/27/09	$2,106.22	$2,106.22	$0.00	$228.60	$228.60	$0.00				1/1/2017	0	$0.00	$0.00
619975	RESIDENTIAL	6B	A	14	3108 Hereford Dr	0.1039	LOT TYPE A	04/23/12	$2,106.22	$2,106.22	$0.00	$558.23	$558.23	$0.00				1/1/2017	0	$0.00	$0.00
619976	RESIDENTIAL	6B	A	15	3112 Hereford Dr	0.1039	LOT TYPE A	11/11/09	$2,106.22	$2,106.22	$0.00	$234.12	$234.12	$0.00				1/1/2017	0	$0.00	$0.00
619977	RESIDENTIAL	6B	A	16	3116 Hereford Dr	0.1250	LOT TYPE B	02/24/10	$3,580.57	$3,580.57	$0.00	$454.67	$454.67	$0.00				1/1/2017	0	$0.00	$0.00
619978	RESIDENTIAL	6B	B	1	108 Liones Ln	0.1337	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
619979	RESIDENTIAL	6B	B	2	104 Liones Ln	0.1126	LOT TYPE A	08/16/10	$2,106.22	$2,106.22	$0.00	$335.39	$335.39	$0.00				1/1/2017	0	$0.00	$0.00
619980	RESIDENTIAL	6B	B	3	100 Liones Ln	0.2030	LOT TYPE B	07/22/11	$3,580.57	$3,580.57	$0.00	$783.97	$783.97	$0.00				1/1/2017	0	$0.00	$0.00
619981	RESIDENTIAL	6B	B	4	3001 White Stag Way	0.2060	LOT TYPE B	08/27/10	$3,580.57	$3,580.57	$0.00	$577.53	$577.53	$0.00				1/1/2017	0	$0.00	$0.00
619982	RESIDENTIAL	6B	B	5	3005 White Stag Way	0.1140	LOT TYPE A	06/29/12	$2,106.22	$2,106.22	$0.00	$582.50	$582.50	$0.00				1/1/2017	0	$0.00	$0.00
619983	RESIDENTIAL	6B	B	6	3009 White Stag Way	0.1045	LOT TYPE A	06/23/09	$2,106.22	$2,106.22	$0.00	$179.63	$179.63	$0.00				1/1/2017	0	$0.00	$0.00
619984	RESIDENTIAL	6B	B	7	3013 White Stag Way	0.1045	LOT TYPE A	03/24/10	$2,106.22	$2,106.22	$0.00	$279.31	$279.31	$0.00				1/1/2017	0	$0.00	$0.00
619985	RESIDENTIAL	6B	B	8	3017 White Stag Way	0.1045	LOT TYPE A	07/11/12	$2,106.22	$2,106.22	$0.00	$586.92	$586.92	$0.00				1/1/2017	0	$0.00	$0.00
619986	RESIDENTIAL	6B	B	9	3021 White Stag Way	0.1045	LOT TYPE A	12/27/11	$2,106.22	$2,106.22	$0.00	$522.37	$522.37	$0.00				1/1/2017	0	$0.00	$0.00
619987	RESIDENTIAL	6B	B	10	3025 White Stag Way	0.1045	LOT TYPE A	04/06/11	$2,106.22	$2,106.22	$0.00	$419.30	$419.30	$0.00				1/1/2017	0	$0.00	$0.00
619988	RESIDENTIAL	6B	B	11	3029 White Stag Way	0.1241	LOT TYPE B	06/11/09	$3,580.57	$3,580.57	$0.00	$297.30	$297.30	$0.00				1/1/2017	0	$0.00	$0.00
619989	RESIDENTIAL	6B	B	12	101 Angis Ln	0.1460	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
619990	RESIDENTIAL	6B	B	13	105 Angis Ln	0.1139	LOT TYPE A	03/13/12	$2,106.22	$2,106.22	$0.00	$543.52	$543.52	$0.00				1/1/2017	0	$0.00	$0.00
619991	RESIDENTIAL	6B	B	14	109 Angis Ln	0.1139	LOT TYPE A	08/26/11	$2,106.22	$2,106.22	$0.00	$474.59	$474.59	$0.00				1/1/2017	0	$0.00	$0.00
619992	RESIDENTIAL	6B	B	15	113 Angis Ln	0.1139	LOT TYPE A	05/26/11	$2,106.22	$2,106.22	$0.00	$439.04	$439.04	$0.00				1/1/2017	0	$0.00	$0.00
619993	RESIDENTIAL	6B	B	16	117 Angis Ln	0.1139	LOT TYPE A	12/01/10	$2,106.22	$2,106.22	$0.00	$376.85	$376.85	$0.00				1/1/2017	0	$0.00	$0.00
619994	RESIDENTIAL	6B	B	17	121 Angis Ln	0.1301	LOT TYPE B	06/25/10	$3,580.57	$3,580.57	$0.00	$535.91	$535.91	$0.00				1/1/2017	0	$0.00	$0.00
619995	RESIDENTIAL	6B	B	18	120 Westminister Dr	0.1369	LOT TYPE B	06/25/10	$3,580.57	$3,580.57	$0.00	$535.91	$535.91	$0.00				1/1/2017	0	$0.00	$0.00
619996	RESIDENTIAL	6B	B	19	116 Westminister Dr	0.1139	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
619997	RESIDENTIAL	6B	B	20	112 Westminister Dr	0.1139	LOT TYPE A	01/27/11	$2,106.22	$2,106.22	$0.00	$398.97	$398.97	$0.00				1/1/2017	0	$0.00	$0.00
619998	RESIDENTIAL	6B	B	21	108 Westminister Dr	0.1139	LOT TYPE A	08/20/10	$2,106.22	$2,106.22	$0.00	$336.97	$336.97	$0.00				1/1/2017	0	$0.00	$0.00
619999	RESIDENTIAL	6B	B	22	104 Westminister Dr	0.1139	LOT TYPE A	03/05/10	$2,106.22	$2,106.22	$0.00	$271.80	$271.80	$0.00				1/1/2017	0	$0.00	$0.00
620000	RESIDENTIAL	6B	B	23	100 Westminister Dr	0.1389	LOT TYPE B	09/03/10	$3,580.57	$3,580.57	$0.00	$581.56	$581.56	$0.00				1/1/2017	0	$0.00	$0.00
620001	RESIDENTIAL	6B	C	1	3008 White Stag Way	0.1165	LOT TYPE B	06/11/09	$3,580.57	$3,580.57	$0.00	$297.30	$297.30	$0.00				1/1/2017	0	$0.00	$0.00
620002	RESIDENTIAL	6B	C	2	3012 White Stag Way	0.1072	LOT TYPE A	09/25/09	$2,106.22	$2,106.22	$0.00	$215.96	$215.96	$0.00				1/1/2017	0	$0.00	$0.00
620003	RESIDENTIAL	6B	C	3	3016 White Stag Way	0.1072	LOT TYPE A	06/11/09	$2,106.22	$2,106.22	$0.00	$174.89	$174.89	$0.00				1/1/2017	0	$0.00	$0.00
620004	RESIDENTIAL	6B	C	4	108 Angis Ln	0.1481	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620005	RESIDENTIAL	6B	C	5	112 Angis Ln	0.1185	LOT TYPE B	09/21/09	$3,580.57	$3,580.57	$0.00	$364.43	$364.43	$0.00				1/1/2017	0	$0.00	$0.00
620006	RESIDENTIAL	6B	C	6	116 Angis Ln	0.1185	LOT TYPE B	05/01/09	$3,580.57	$3,580.57	$0.00	$270.44	$270.44	$0.00				1/1/2017	0	$0.00	$0.00
620007	RESIDENTIAL	6B	C	7	120 Angis Ln	0.1481	LOT TYPE B	12/01/09	$3,580.57	$3,580.57	$0.00	$411.43	$411.43	$0.00				1/1/2017	0	$0.00	$0.00
620008	RESIDENTIAL	6B	C	8	3017 Hereford Dr	0.1026	LOT TYPE A	10/16/12	$2,106.22	$2,106.22	$0.00	$621.86	$621.86	$0.00				1/1/2017	0	$0.00	$0.00
620009	RESIDENTIAL	6B	C	9	3013 Hereford Dr	0.1026	LOT TYPE A	04/01/10	$2,106.22	$2,106.22	$0.00	$282.07	$282.07	$0.00				1/1/2017	0	$0.00	$0.00
620010	RESIDENTIAL	6B	C	10	3009 Hereford Dr	0.1165	LOT TYPE B	01/20/12	$3,580.57	$3,580.57	$0.00	$885.99	$885.99	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
620011	RESIDENTIAL	6B	D	1	137 Westminister Dr	0.1357	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620012	RESIDENTIAL	6B	D	2	133 Westminister Dr	0.1045	LOT TYPE A	05/19/11	$2,106.22	$2,106.22	$0.00	$436.28	$436.28	$0.00				1/1/2017	0	$0.00	$0.00
620013	RESIDENTIAL	6B	D	3	129 Westminister Dr	0.1045	LOT TYPE A	06/29/12	$2,106.22	$2,106.22	$0.00	$582.50	$582.50	$0.00				1/1/2017	0	$0.00	$0.00
620014	RESIDENTIAL	6B	D	4	125 Westminister Dr	0.1045	LOT TYPE A	04/27/12	$2,106.22	$2,106.22	$0.00	$559.70	$559.70	$0.00				1/1/2017	0	$0.00	$0.00
620015	RESIDENTIAL	6B	D	5	121 Westminister Dr	0.1045	LOT TYPE A	09/30/10	$1,126.06	$1,126.06	$0.00	$188.60	$188.60	$0.00				1/1/2017	0	$0.00	$0.00
620016	RESIDENTIAL	6B	D	6	117 Westminister Dr	0.1045	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620017	RESIDENTIAL	6B	D	7	113 Westminister Dr	0.1045	LOT TYPE A	06/25/09	$2,106.22	$2,106.22	$0.00	$180.42	$180.42	$0.00				1/1/2017	0	$0.00	$0.00
620018	COMMON / PUBLIC SPACE	6B	D	8xr	Westminister Dr	0.1977	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
330888	RESIDENTIAL	6C	H	39r	213 Eastland Dr	0.0998	LOT TYPE A	05/01/09	$2,106.22	$2,106.22	$0.00	$159.09	$159.09	$0.00				1/1/2017	0	$0.00	$0.00
330889	RESIDENTIAL	6C	H	40r	209 Eastland Dr	0.1229	LOT TYPE B	09/16/10	$3,580.57	$3,580.57	$0.00	$590.29	$590.29	$0.00				1/1/2017	0	$0.00	$0.00
565099	RESIDENTIAL	6C	C	19r	3513 Bans Crown Blvd	0.1068	LOT TYPE A	03/19/12	$2,106.22	$2,106.22	$0.00	$545.73	$545.73	$0.00				1/1/2017	0	$0.00	$0.00
620019	RESIDENTIAL	6C	A	1	400 Eastland Dr	0.1224	LOT TYPE B	07/06/10	$3,580.57	$3,580.57	$0.00	$543.29	$543.29	$0.00				1/1/2017	0	$0.00	$0.00
620020	RESIDENTIAL	6C	A	2	404 Eastland Dr	0.1051	LOT TYPE A	06/04/10	$2,106.22	$2,106.22	$0.00	$306.95	$306.95	$0.00				1/1/2017	0	$0.00	$0.00
620021	RESIDENTIAL	6C	A	3	408 Eastland Dr	0.1051	LOT TYPE A	06/04/10	$2,106.22	$2,106.22	$0.00	$306.95	$306.95	$0.00				1/1/2017	0	$0.00	$0.00
620022	RESIDENTIAL	6C	A	4	412 Eastland Dr	0.1051	LOT TYPE A	12/01/09	$2,106.22	$2,106.22	$0.00	$242.02	$242.02	$0.00				1/1/2017	0	$0.00	$0.00
620023	RESIDENTIAL	6C	A	5	416 Eastland Dr	0.1051	LOT TYPE A	11/30/09	$2,106.22	$2,106.22	$0.00	$241.63	$241.63	$0.00				1/1/2017	0	$0.00	$0.00
620024	RESIDENTIAL	6C	A	6	420 Eastland Dr	0.1051	LOT TYPE A	03/05/10	$2,106.22	$2,106.22	$0.00	$271.80	$271.80	$0.00				1/1/2017	0	$0.00	$0.00
620025	RESIDENTIAL	6C	A	7	500 Eastland Dr	0.1051	LOT TYPE A	10/20/11	$2,106.22	$2,106.22	$0.00	$495.91	$495.91	$0.00				1/1/2017	0	$0.00	$0.00
620026	RESIDENTIAL	6C	A	8	504 Eastland Dr	0.1015	LOT TYPE A	03/03/11	$2,106.22	$2,106.22	$0.00	$406.26	$406.26	$0.00				1/1/2017	0	$0.00	$0.00
620027	RESIDENTIAL	6C	A	9	508 Eastland Dr	0.1089	LOT TYPE A	10/21/10	$2,106.22	$2,106.22	$0.00	$361.06	$361.06	$0.00				1/1/2017	0	$0.00	$0.00
620028	RESIDENTIAL	6C	A	10	512 Eastland Dr	0.1088	LOT TYPE A	10/27/09	$2,106.22	$2,106.22	$0.00	$228.60	$228.60	$0.00				1/1/2017	0	$0.00	$0.00
620029	RESIDENTIAL	6C	A	11	516 Eastland Dr	0.1088	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620030	RESIDENTIAL	6C	A	12	520 Eastland Dr	0.1088	LOT TYPE A	05/01/09	$2,106.22	$2,106.22	$0.00	$159.09	$159.09	$0.00				1/1/2017	0	$0.00	$0.00
620031	RESIDENTIAL	6C	B	1	320 Eastland Dr	0.1375	LOT TYPE B	05/01/09	$3,580.57	$3,580.57	$0.00	$270.44	$270.44	$0.00				1/1/2017	0	$0.00	$0.00
620032	RESIDENTIAL	6C	B	2	316 Eastland Dr	0.1026	LOT TYPE A	06/23/09	$2,106.22	$2,106.22	$0.00	$179.63	$179.63	$0.00				1/1/2017	0	$0.00	$0.00
620033	RESIDENTIAL	6C	B	3	312 Eastland Dr	0.0998	LOT TYPE A	07/30/09	$2,106.22	$2,106.22	$0.00	$194.24	$194.24	$0.00				1/1/2017	0	$0.00	$0.00
620034	RESIDENTIAL	6C	B	4	308 Eastland Dr	0.0998	LOT TYPE A	06/25/10	$2,106.22	$2,106.22	$0.00	$315.25	$315.25	$0.00				1/1/2017	0	$0.00	$0.00
620035	RESIDENTIAL	6C	B	5	304 Eastland Dr	0.0998	LOT TYPE A	12/09/09	$2,106.22	$2,106.22	$0.00	$245.18	$245.18	$0.00				1/1/2017	0	$0.00	$0.00
620036	RESIDENTIAL	6C	B	6	300 Eastland Dr	0.0998	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620037	RESIDENTIAL	6C	B	7	220 Eastland Dr	0.0998	LOT TYPE A	05/19/09	$2,106.22	$2,106.22	$0.00	$166.20	$166.20	$0.00				1/1/2017	0	$0.00	$0.00
620038	RESIDENTIAL	6C	B	8	216 Eastland Dr	0.0998	LOT TYPE A	05/01/09	$2,106.22	$2,106.22	$0.00	$159.09	$159.09	$0.00				1/1/2017	0	$0.00	$0.00
620039	RESIDENTIAL	6C	B	9	212 Eastland Dr	0.0998	LOT TYPE A	06/25/09	$2,106.22	$2,106.22	$0.00	$180.42	$180.42	$0.00				1/1/2017	0	$0.00	$0.00
620040	RESIDENTIAL	6C	B	10	208 Eastland Dr	0.0998	LOT TYPE A	03/05/10	$2,106.22	$2,106.22	$0.00	$271.80	$271.80	$0.00				1/1/2017	0	$0.00	$0.00
620041	RESIDENTIAL	6C	B	11	204 Eastland Dr	0.1241	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
620042	RESIDENTIAL	6C	B	12	200 Eastland Dr	0.1699	LOT TYPE B	10/21/09	$3,580.57	$3,580.57	$0.00	$384.57	$384.57	$0.00				1/1/2017	0	$0.00	$0.00
620043	RESIDENTIAL	6C	B	13	3001 Bans Crown Blvd	0.1854	LOT TYPE B	10/27/11	$3,580.57	$3,580.57	$0.00	$847.75	$847.75	$0.00				1/1/2017	0	$0.00	$0.00
620044	RESIDENTIAL	6C	B	14	3005 Bans Crown Blvd	0.1241	LOT TYPE B	02/03/10	$3,580.57	$3,580.57	$0.00	$440.57	$440.57	$0.00				1/1/2017	0	$0.00	$0.00
620045	RESIDENTIAL	6C	B	15	3009 Bans Crown Blvd	0.0998	LOT TYPE A	09/12/09	$2,106.22	$2,106.22	$0.00	$210.82	$210.82	$0.00				1/1/2017	0	$0.00	$0.00
620046	RESIDENTIAL	6C	B	16	3013 Bans Crown Blvd	0.0998	LOT TYPE A	12/10/09	$2,106.22	$2,106.22	$0.00	$245.58	$245.58	$0.00				1/1/2017	0	$0.00	$0.00
620047	RESIDENTIAL	6C	B	17	3017 Bans Crown Blvd	0.0998	LOT TYPE A	12/10/09	$2,106.22	$2,106.22	$0.00	$245.58	$245.58	$0.00				1/1/2017	0	$0.00	$0.00
620048	RESIDENTIAL	6C	B	18	3021 Bans Crown Blvd	0.0999	LOT TYPE A	04/16/12	$2,106.22	$2,106.22	$0.00	$555.66	$555.66	$0.00				1/1/2017	0	$0.00	$0.00
620049	RESIDENTIAL	6C	B	19	3025 Bans Crown Blvd	0.1002	LOT TYPE A	05/17/10	$2,106.22	$2,106.22	$0.00	$300.24	$300.24	$0.00				1/1/2017	0	$0.00	$0.00
620050	RESIDENTIAL	6C	B	20	3101 Bans Crown Blvd	0.1002	LOT TYPE A	06/04/10	$2,106.22	$2,106.22	$0.00	$306.95	$306.95	$0.00				1/1/2017	0	$0.00	$0.00
620051	RESIDENTIAL	6C	B	21	3105 Bans Crown Blvd	0.1002	LOT TYPE A	02/26/10	$2,106.22	$2,106.22	$0.00	$268.25	$268.25	$0.00				1/1/2017	0	$0.00	$0.00
620052	RESIDENTIAL	6C	B	22	3109 Bans Crown Blvd	0.1002	LOT TYPE A	04/15/11	$2,106.22	$2,106.22	$0.00	$422.85	$422.85	$0.00				1/1/2017	0	$0.00	$0.00
620053	RESIDENTIAL	6C	B	23	3113 Bans Crown Blvd	0.1002	LOT TYPE A	05/27/11	$2,106.22	$2,106.22	$0.00	$439.44	$439.44	$0.00				1/1/2017	0	$0.00	$0.00
620054	RESIDENTIAL	6C	B	24	3117 Bans Crown Blvd	0.1129	LOT TYPE A	07/10/12	$2,106.22	$2,106.22	$0.00	$586.55	$586.55	$0.00				1/1/2017	0	$0.00	$0.00
620055	RESIDENTIAL	6C	C	1	3201 Bans Crown Blvd	0.1192	LOT TYPE B	03/17/11	$3,580.57	$3,580.57	$0.00	$700.05	$700.05	$0.00				1/1/2017	0	$0.00	$0.00
620056	RESIDENTIAL	6C	C	2	3205 Bans Crown Blvd	0.1065	LOT TYPE A	06/25/09	$2,106.22	$2,106.22	$0.00	$180.42	$180.42	$0.00				1/1/2017	0	$0.00	$0.00
620057	RESIDENTIAL	6C	C	3	3209 Bans Crown Blvd	0.1065	LOT TYPE A	12/04/12	$2,106.22	$2,106.22	$0.00	$639.51	$639.51	$0.00				1/1/2017	0	$0.00	$0.00
620058	RESIDENTIAL	6C	C	4	3213 Bans Crown Blvd	0.1056	LOT TYPE A	06/29/12	$2,106.22	$2,106.22	$0.00	$582.50	$582.50	$0.00				1/1/2017	0	$0.00	$0.00
620059	RESIDENTIAL	6C	C	5	3217 Bans Crown Blvd	0.1042	LOT TYPE A	08/31/10	$2,106.22	$2,106.22	$0.00	$341.31	$341.31	$0.00				1/1/2017	0	$0.00	$0.00
620060	RESIDENTIAL	6C	C	6	3301 Bans Crown Blvd	0.1042	LOT TYPE A	02/03/12	$2,106.22	$2,106.22	$0.00	$528.81	$528.81	$0.00				1/1/2017	0	$0.00	$0.00
620061	RESIDENTIAL	6C	C	7	3305 Bans Crown Blvd	0.1042	LOT TYPE A	02/24/10	$2,106.22	$2,106.22	$0.00	$267.46	$267.46	$0.00				1/1/2017	0	$0.00	$0.00
620062	RESIDENTIAL	6C	C	8	3309 Bans Crown Blvd	0.1042	LOT TYPE A	04/11/13	$2,106.22	$2,106.22	$0.00	$686.21	$686.21	$0.00				1/1/2017	0	$0.00	$0.00
620063	RESIDENTIAL	6C	C	9	3313 Bans Crown Blvd	0.1042	LOT TYPE A	09/19/09	$2,106.22	$2,106.22	$0.00	$213.59	$213.59	$0.00				1/1/2017	0	$0.00	$0.00
620064	RESIDENTIAL	6C	C	10	3317 Bans Crown Blvd	0.1042	LOT TYPE A	02/22/12	$2,106.22	$2,106.22	$0.00	$535.80	$535.80	$0.00				1/1/2017	0	$0.00	$0.00
620065	RESIDENTIAL	6C	C	11	3321 Bans Crown Blvd	0.1045	LOT TYPE A	06/18/10	$2,106.22	$2,106.22	$0.00	$312.48	$312.48	$0.00				1/1/2017	0	$0.00	$0.00
620067	RESIDENTIAL	6C	C	13	3405 Bans Crown Blvd	0.1164	LOT TYPE B	06/23/10	$3,580.57	$3,580.57	$0.00	$534.56	$534.56	$0.00				1/1/2017	0	$0.00	$0.00
620068	RESIDENTIAL	6C	C	14	3409 Bans Crown Blvd	0.0983	LOT TYPE A	08/16/10	$2,106.22	$2,106.22	$0.00	$335.39	$335.39	$0.00				1/1/2017	0	$0.00	$0.00
620069	RESIDENTIAL	6C	C	15	3413 Bans Crown Blvd	0.1033	LOT TYPE A	02/10/12	$2,106.22	$2,106.22	$0.00	$531.38	$531.38	$0.00				1/1/2017	0	$0.00	$0.00
620070	RESIDENTIAL	6C	C	16	3501 Bans Crown Blvd	0.1037	LOT TYPE A	04/19/10	$2,106.22	$2,106.22	$0.00	$289.18	$289.18	$0.00				1/1/2017	0	$0.00	$0.00
620071	RESIDENTIAL	6C	C	17	3505 Bans Crown Blvd	0.1116	LOT TYPE A	03/16/10	$2,106.22	$2,106.22	$0.00	$276.15	$276.15	$0.00				1/1/2017	0	$0.00	$0.00
620072	RESIDENTIAL	6C	C	18	3509 Bans Crown Blvd	0.1129	LOT TYPE A	12/16/09	$2,106.22	$2,106.22	$0.00	$247.95	$247.95	$0.00				1/1/2017	0	$0.00	$0.00
620074	RESIDENTIAL	6C	C	20	3517 Bans Crown Blvd	0.1165	LOT TYPE B	03/19/12	$3,580.57	$3,580.57	$0.00	$927.74	$927.74	$0.00				1/1/2017	0	$0.00	$0.00
620075	RESIDENTIAL	6C	C	21	3521 Bans Crown Blvd	0.2265	LOT TYPE B	11/10/11	$3,580.57	$3,580.57	$0.00	$856.48	$856.48	$0.00				1/1/2017	0	$0.00	$0.00
620076	RESIDENTIAL	6C	D	1	229 Vagon Castle Ln	0.1134	LOT TYPE A	06/25/10	$2,106.22	$2,106.22	$0.00	$315.25	$315.25	$0.00				1/1/2017	0	$0.00	$0.00
620077	RESIDENTIAL	6C	D	2	225 Vagon Castle Ln	0.1329	LOT TYPE B	07/13/12	$3,580.57	$3,580.57	$0.00	$999.01	$999.01	$0.00				1/1/2017	0	$0.00	$0.00
620078	RESIDENTIAL	6C	D	3	213 Vagon Castle Ln	0.1285	LOT TYPE B	07/13/12	$3,580.57	$3,580.57	$0.00	$999.01	$999.01	$0.00				1/1/2017	0	$0.00	$0.00
620079	RESIDENTIAL	6C	D	4	209 Vagon Castle Ln	0.0998	LOT TYPE A	06/11/09	$2,106.22	$2,106.22	$0.00	$174.89	$174.89	$0.00				1/1/2017	0	$0.00	$0.00
620080	RESIDENTIAL	6C	D	5	205 Vagon Castle Ln	0.0998	LOT TYPE A	08/22/09	$2,106.22	$2,106.22	$0.00	$202.93	$202.93	$0.00				1/1/2017	0	$0.00	$0.00
620081	RESIDENTIAL	6C	D	6	201 Vagon Castle Ln	0.1142	LOT TYPE A	04/23/12	$2,106.22	$2,106.22	$0.00	$558.23	$558.23	$0.00				1/1/2017	0	$0.00	$0.00
620083	RESIDENTIAL	6C	D	8	3500 Bans Crown Blvd	0.1038	LOT TYPE A	01/20/12	$2,106.22	$2,106.22	$0.00	$521.17	$521.17	$0.00				1/1/2017	0	$0.00	$0.00
620084	RESIDENTIAL	6C	D	9	3504 Bans Crown Blvd	0.1001	LOT TYPE A	08/23/12	$2,106.22	$2,106.22	$0.00	$602.36	$602.36	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
620085	RESIDENTIAL	6C	D	10	3508 Bans Crown Blvd	0.1651	LOT TYPE B	11/15/11	$3,580.57	$3,580.57	$0.00	$859.84	$859.84	$0.00				1/1/2017	0	$0.00	$0.00
620086	RESIDENTIAL	6C	D	11	3512 Bans Crown Blvd	0.1118	LOT TYPE A	09/15/11	$2,106.22	$2,106.22	$0.00	$482.09	$482.09	$0.00				1/1/2017	0	$0.00	$0.00
620087	RESIDENTIAL	6C	E	1	200 Vagon Castle Ln	0.1156	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
620088	RESIDENTIAL	6C	E	2	204 Vagon Castle Ln	0.0998	LOT TYPE A	01/30/12	$2,106.22	$2,106.22	$0.00	$524.85	$524.85	$0.00				1/1/2017	0	$0.00	$0.00
620089	RESIDENTIAL	6C	E	3	208 Vagon Castle Ln	0.0998	LOT TYPE A	04/16/10	$2,106.22	$2,106.22	$0.00	$288.00	$288.00	$0.00				1/1/2017	0	$0.00	$0.00
620090	RESIDENTIAL	6C	E	4	212 Vagon Castle Ln	0.0998	LOT TYPE A	07/22/11	$2,106.22	$2,106.22	$0.00	$461.16	$461.16	$0.00				1/1/2017	0	$0.00	$0.00
620091	RESIDENTIAL	6C	E	5	216 Vagon Castle Ln	0.1191	LOT TYPE B	05/03/12	$3,580.57	$3,580.57	$0.00	$955.25	$955.25	$0.00				1/1/2017	0	$0.00	$0.00
620092	RESIDENTIAL	6C	E	6	220 Vagon Castle Ln	0.1289	LOT TYPE B	06/01/11	$3,580.57	$3,580.57	$0.00	$749.73	$749.73	$0.00				1/1/2017	0	$0.00	$0.00
620093	RESIDENTIAL	6C	E	7	224 Vagon Castle Ln	0.1297	LOT TYPE B	05/23/12	$3,580.57	$3,580.57	$0.00	$967.75	$967.75	$0.00				1/1/2017	0	$0.00	$0.00
620094	RESIDENTIAL	6C	E	8	317 Sir Brine Dr	0.1108	LOT TYPE A	07/15/11	$2,106.22	$2,106.22	$0.00	$458.39	$458.39	$0.00				1/1/2017	0	$0.00	$0.00
620095	RESIDENTIAL	6C	E	9	313 Sir Brine Dr	0.1040	LOT TYPE A	05/25/12	$2,106.22	$2,106.22	$0.00	$570.00	$570.00	$0.00				1/1/2017	0	$0.00	$0.00
620096	RESIDENTIAL	6C	E	10	309 Sir Brine Dr	0.1286	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
620097	RESIDENTIAL	6C	E	11	301 Sir Brine Dr	0.1163	LOT TYPE B	03/08/13	$3,580.57	$3,580.57	$0.00	$1,145.93	$1,145.93	$0.00				1/1/2017	0	$0.00	$0.00
620098	RESIDENTIAL	6C	E	12	217 Sir Brine Dr	0.0998	LOT TYPE A	08/21/12	$2,106.22	$2,106.22	$0.00	$601.63	$601.63	$0.00				1/1/2017	0	$0.00	$0.00
620099	RESIDENTIAL	6C	E	13	213 Sir Brine Dr	0.0998	LOT TYPE A	04/23/12	$2,106.22	$2,106.22	$0.00	$558.23	$558.23	$0.00				1/1/2017	0	$0.00	$0.00
620100	RESIDENTIAL	6C	E	14	209 Sir Brine Dr	0.0998	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620101	RESIDENTIAL	6C	E	15	205 Sir Brine Dr	0.0998	LOT TYPE A	07/02/10	$2,106.22	$2,106.22	$0.00	$318.01	$318.01	$0.00				1/1/2017	0	$0.00	$0.00
620102	RESIDENTIAL	6C	E	16	201 Sir Brine Dr	0.1154	LOT TYPE B	01/06/12	$3,580.57	$3,580.57	$0.00	$877.24	$877.24	$0.00				1/1/2017	0	$0.00	$0.00
620103	RESIDENTIAL	6C	F	1	200 Sir Brine Dr	0.1150	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
620104	RESIDENTIAL	6C	F	2	204 Sir Brine Dr	0.0998	LOT TYPE A	11/11/09	$2,106.22	$2,106.22	$0.00	$234.12	$234.12	$0.00				1/1/2017	0	$0.00	$0.00
620105	RESIDENTIAL	6C	F	3	208 Sir Brine Dr	0.0998	LOT TYPE A	11/09/12	$2,106.22	$2,106.22	$0.00	$630.32	$630.32	$0.00				1/1/2017	0	$0.00	$0.00
620106	RESIDENTIAL	6C	F	4	212 Sir Brine Dr	0.0998	LOT TYPE A	06/25/09	$2,106.22	$2,106.22	$0.00	$180.42	$180.42	$0.00				1/1/2017	0	$0.00	$0.00
620107	RESIDENTIAL	6C	F	5	216 Sir Brine Dr	0.0998	LOT TYPE A	04/16/10	$2,106.22	$2,106.22	$0.00	$288.00	$288.00	$0.00				1/1/2017	0	$0.00	$0.00
620108	RESIDENTIAL	6C	F	6	220 Sir Brine Dr	0.1037	LOT TYPE A	02/04/13	$2,106.22	$2,106.22	$0.00	$661.57	$661.57	$0.00				1/1/2017	0	$0.00	$0.00
620109	RESIDENTIAL	6C	F	7	300 Sir Brine Dr	0.1189	LOT TYPE B	09/24/10	$1,914.29	$1,914.29	$0.00	$318.46	$318.46	$0.00				1/1/2017	0	$0.00	$0.00
620110	RESIDENTIAL	6C	F	8	304 Sir Brine Dr	0.1268	LOT TYPE B	01/05/11	$3,580.57	$3,580.57	$0.00	$663.46	$663.46	$0.00				1/1/2017	0	$0.00	$0.00
620111	RESIDENTIAL	6C	F	9	308 Sir Brine Dr	0.1428	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
620112	RESIDENTIAL	6C	F	10	312 Sir Brine Dr	0.1160	LOT TYPE B	06/25/10	$3,580.57	$3,580.57	$0.00	$535.91	$535.91	$0.00				1/1/2017	0	$0.00	$0.00
620113	RESIDENTIAL	6C	F	11	316 Sir Brine Dr	0.1454	LOT TYPE B	01/04/12	$3,580.57	$3,580.57	$0.00	$875.99	$875.99	$0.00				1/1/2017	0	$0.00	$0.00
620114	RESIDENTIAL	6C	F	12	421 Westminister Dr	0.1249	LOT TYPE B	04/16/12	$3,580.57	$3,580.57	$0.00	$944.62	$944.62	$0.00				1/1/2017	0	$0.00	$0.00
620115	RESIDENTIAL	6C	F	13	417 Westminister Dr	0.0998	LOT TYPE A	04/11/13	$2,106.22	$2,106.22	$0.00	$686.21	$686.21	$0.00				1/1/2017	0	$0.00	$0.00
620116	RESIDENTIAL	6C	F	14	413 Westminister Dr	0.1083	LOT TYPE A	08/16/10	$2,106.22	$2,106.22	$0.00	$335.39	$335.39	$0.00				1/1/2017	0	$0.00	$0.00
620117	RESIDENTIAL	6C	F	15	409 Westminister Dr	0.1229	LOT TYPE B	07/10/12	$3,580.57	$3,580.57	$0.00	$997.14	$997.14	$0.00				1/1/2017	0	$0.00	$0.00
620118	RESIDENTIAL	6C	F	16	401 Westminister Dr	0.1204	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
620119	RESIDENTIAL	6C	F	17	309 Westminister Dr	0.1099	LOT TYPE A	04/16/12	$2,106.22	$2,106.22	$0.00	$555.66	$555.66	$0.00				1/1/2017	0	$0.00	$0.00
620120	RESIDENTIAL	6C	F	18	305 Westminister Dr	0.1062	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620121	RESIDENTIAL	6C	F	19	301 Westminister Dr	0.0998	LOT TYPE A	09/12/09	$2,106.22	$2,106.22	$0.00	$210.82	$210.82	$0.00				1/1/2017	0	$0.00	$0.00
620122	RESIDENTIAL	6C	F	20	217 Westminister Dr	0.0998	LOT TYPE A	10/04/11	$2,106.22	$2,106.22	$0.00	$489.59	$489.59	$0.00				1/1/2017	0	$0.00	$0.00
620123	RESIDENTIAL	6C	F	21	213 Westminister Dr	0.0998	LOT TYPE A	07/29/11	$2,106.22	$2,106.22	$0.00	$463.92	$463.92	$0.00				1/1/2017	0	$0.00	$0.00
620124	RESIDENTIAL	6C	F	22	209 Westminister Dr	0.0998	LOT TYPE A	07/30/10	$2,106.22	$2,106.22	$0.00	$329.07	$329.07	$0.00				1/1/2017	0	$0.00	$0.00
620125	RESIDENTIAL	6C	F	23	205 Westminister Dr	0.0998	LOT TYPE A	07/01/09	$2,106.22	$2,106.22	$0.00	$182.78	$182.78	$0.00				1/1/2017	0	$0.00	$0.00
620126	RESIDENTIAL	6C	F	24	201 Westminister Dr	0.1297	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620128	RESIDENTIAL	6C	G	1	200 Westminister Dr	0.1193	LOT TYPE B	10/21/09	$3,580.57	$3,580.57	$0.00	$384.57	$384.57	$0.00				1/1/2017	0	$0.00	$0.00
620129	RESIDENTIAL	6C	G	2	204 Westminister Dr	0.0998	LOT TYPE A	11/06/09	$2,106.22	$2,106.22	$0.00	$232.15	$232.15	$0.00				1/1/2017	0	$0.00	$0.00
620130	RESIDENTIAL	6C	G	3	208 Westminister Dr	0.0998	LOT TYPE A	06/25/09	$2,106.22	$2,106.22	$0.00	$180.42	$180.42	$0.00				1/1/2017	0	$0.00	$0.00
620131	RESIDENTIAL	6C	G	4	212 Westminister Dr	0.0998	LOT TYPE A	03/05/10	$2,106.22	$2,106.22	$0.00	$271.80	$271.80	$0.00				1/1/2017	0	$0.00	$0.00
620132	RESIDENTIAL	6C	G	5	216 Westminister Dr	0.0998	LOT TYPE A	06/25/10	$2,106.22	$2,106.22	$0.00	$315.25	$315.25	$0.00				1/1/2017	0	$0.00	$0.00
620133	RESIDENTIAL	6C	G	6	300 Westminister Dr	0.0998	LOT TYPE A	06/04/10	$2,106.22	$2,106.22	$0.00	$306.95	$306.95	$0.00				1/1/2017	0	$0.00	$0.00
620134	RESIDENTIAL	6C	G	7	304 Westminister Dr	0.0999	LOT TYPE A	09/12/09	$2,106.22	$2,106.22	$0.00	$210.82	$210.82	$0.00				1/1/2017	0	$0.00	$0.00
620135	RESIDENTIAL	6C	G	8	308 Westminister Dr	0.1192	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620136	RESIDENTIAL	6C	G	9	316 Westminister Dr	0.1178	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620137	RESIDENTIAL	6C	G	10	400 Westminister Dr	0.1200	LOT TYPE B	12/04/09	$3,580.57	$3,580.57	$0.00	$413.44	$413.44	$0.00				1/1/2017	0	$0.00	$0.00
620138	RESIDENTIAL	6C	G	11	404 Westminister Dr	0.1258	LOT TYPE B	01/05/11	$3,580.57	$3,580.57	$0.00	$663.46	$663.46	$0.00				1/1/2017	0	$0.00	$0.00
620139	RESIDENTIAL	6C	G	12	408 Westminister Dr	0.1274	LOT TYPE B	11/03/11	$3,580.57	$3,580.57	$0.00	$851.78	$851.78	$0.00				1/1/2017	0	$0.00	$0.00
620140	RESIDENTIAL	6C	G	13	412 Westminister Dr	0.1321	LOT TYPE B	08/11/11	$3,580.57	$3,580.57	$0.00	$796.73	$796.73	$0.00				1/1/2017	0	$0.00	$0.00
620141	RESIDENTIAL	6C	G	14	416 Westminister Dr	0.1095	LOT TYPE A	08/08/11	$2,106.22	$2,106.22	$0.00	$467.48	$467.48	$0.00				1/1/2017	0	$0.00	$0.00
620142	RESIDENTIAL	6C	G	15	420 Westminister Dr	0.1206	LOT TYPE B	04/06/11	$3,580.57	$3,580.57	$0.00	$712.81	$712.81	$0.00				1/1/2017	0	$0.00	$0.00
620143	RESIDENTIAL	6C	G	16	429 Chester Dr	0.1206	LOT TYPE B	02/24/12	$3,580.57	$3,580.57	$0.00	$912.11	$912.11	$0.00				1/1/2017	0	$0.00	$0.00
620144	RESIDENTIAL	6C	G	17	425 Chester Dr	0.1095	LOT TYPE A	04/02/13	$2,106.22	$2,106.22	$0.00	$682.90	$682.90	$0.00				1/1/2017	0	$0.00	$0.00
620145	RESIDENTIAL	6C	G	18	421 Chester Dr	0.1095	LOT TYPE A	12/05/11	$2,106.22	$2,106.22	$0.00	$513.68	$513.68	$0.00				1/1/2017	0	$0.00	$0.00
620146	RESIDENTIAL	6C	G	19	417 Chester Dr	0.1234	LOT TYPE B	05/01/09	$3,580.57	$3,580.57	$0.00	$270.44	$270.44	$0.00				1/1/2017	0	$0.00	$0.00
620147	RESIDENTIAL	6C	G	20	413 Chester Dr	0.1104	LOT TYPE A	06/21/10	$1,126.06	$1,126.06	$0.00	$167.69	$167.69	$0.00				1/1/2017	0	$0.00	$0.00
620148	RESIDENTIAL	6C	G	21	409 Chester Dr	0.1116	LOT TYPE A	09/06/12	$2,106.22	$2,106.22	$0.00	$607.15	$607.15	$0.00				1/1/2017	0	$0.00	$0.00
620149	RESIDENTIAL	6C	G	22	401 Chester Dr	0.1116	LOT TYPE A	06/29/12	$2,106.22	$2,106.22	$0.00	$582.50	$582.50	$0.00				1/1/2017	0	$0.00	$0.00
620150	RESIDENTIAL	6C	G	23	317 Chester Dr	0.1143	LOT TYPE A	12/02/09	$2,106.22	$2,106.22	$0.00	$242.42	$242.42	$0.00				1/1/2017	0	$0.00	$0.00
620151	RESIDENTIAL	6C	G	24	313 Chester Dr	0.1079	LOT TYPE A	12/23/10	$2,106.22	$2,106.22	$0.00	$385.54	$385.54	$0.00				1/1/2017	0	$0.00	$0.00
620152	RESIDENTIAL	6C	G	25	309 Chester Dr	0.1043	LOT TYPE A	08/22/11	$2,106.22	$2,106.22	$0.00	$473.01	$473.01	$0.00				1/1/2017	0	$0.00	$0.00
620153	RESIDENTIAL	6C	G	26	305 Chester Dr	0.0998	LOT TYPE A	08/26/11	$2,106.22	$2,106.22	$0.00	$474.59	$474.59	$0.00				1/1/2017	0	$0.00	$0.00
620154	RESIDENTIAL	6C	G	27	301 Chester Dr	0.0998	LOT TYPE A	12/01/09	$2,106.22	$2,106.22	$0.00	$242.02	$242.02	$0.00				1/1/2017	0	$0.00	$0.00
620155	RESIDENTIAL	6C	G	28	217 Chester Dr	0.0998	LOT TYPE A	06/04/10	$2,106.22	$2,106.22	$0.00	$306.95	$306.95	$0.00				1/1/2017	0	$0.00	$0.00
620156	RESIDENTIAL	6C	G	29	213 Chester Dr	0.0998	LOT TYPE A	01/20/11	$2,106.22	$2,106.22	$0.00	$396.20	$396.20	$0.00				1/1/2017	0	$0.00	$0.00
620157	RESIDENTIAL	6C	G	30	209 Chester Dr	0.0998	LOT TYPE A	08/20/10	$2,106.22	$2,106.22	$0.00	$336.97	$336.97	$0.00				1/1/2017	0	$0.00	$0.00
620158	RESIDENTIAL	6C	G	31	205 Chester Dr	0.0998	LOT TYPE A	06/25/09	$2,106.22	$2,106.22	$0.00	$180.42	$180.42	$0.00				1/1/2017	0	$0.00	$0.00
620159	RESIDENTIAL	6C	G	32	201 Chester Dr	0.1252	LOT TYPE B	06/25/09	$3,580.57	$3,580.57	$0.00	$306.70	$306.70	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
620160	RESIDENTIAL	6C	H	1	200 Chester Dr	0.1229	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620161	RESIDENTIAL	6C	H	2	204 Chester Dr	0.0998	LOT TYPE A	10/16/12	$2,106.22	$2,106.22	$0.00	$621.86	$621.86	$0.00				1/1/2017	0	$0.00	$0.00
620162	RESIDENTIAL	6C	H	3	208 Chester Dr	0.0998	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620163	RESIDENTIAL	6C	H	4	212 Chester Dr	0.0998	LOT TYPE A	05/19/09	$2,106.22	$2,106.22	$0.00	$166.20	$166.20	$0.00				1/1/2017	0	$0.00	$0.00
620164	RESIDENTIAL	6C	H	5	216 Chester Dr	0.0998	LOT TYPE A	10/25/12	$2,106.22	$2,106.22	$0.00	$625.17	$625.17	$0.00				1/1/2017	0	$0.00	$0.00
620165	RESIDENTIAL	6C	H	6	300 Chester Dr	0.0998	LOT TYPE A	06/01/11	$2,106.22	$2,106.22	$0.00	$441.02	$441.02	$0.00				1/1/2017	0	$0.00	$0.00
620166	RESIDENTIAL	6C	H	7	304 Chester Dr	0.0998	LOT TYPE A	06/25/09	$2,106.22	$2,106.22	$0.00	$180.42	$180.42	$0.00				1/1/2017	0	$0.00	$0.00
620167	RESIDENTIAL	6C	H	8	308 Chester Dr	0.0998	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620168	RESIDENTIAL	6C	H	9	312 Chester Dr	0.1070	LOT TYPE A	09/22/09	$2,106.22	$2,106.22	$0.00	$214.77	$214.77	$0.00				1/1/2017	0	$0.00	$0.00
620169	RESIDENTIAL	6C	H	10	316 Chester Dr	0.1069	LOT TYPE A	09/22/09	$2,106.22	$2,106.22	$0.00	$214.77	$214.77	$0.00				1/1/2017	0	$0.00	$0.00
620170	RESIDENTIAL	6C	H	11	320 Chester Dr	0.1126	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620171	RESIDENTIAL	6C	H	12	400 Chester Dr	0.1121	LOT TYPE A	05/01/09	$2,106.22	$2,106.22	$0.00	$159.09	$159.09	$0.00				1/1/2017	0	$0.00	$0.00
620172	RESIDENTIAL	6C	H	13	404 Chester Dr	0.1126	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620173	RESIDENTIAL	6C	H	14	408 Chester Dr	0.1138	LOT TYPE A	04/16/10	$2,106.22	$2,106.22	$0.00	$288.00	$288.00	$0.00				1/1/2017	0	$0.00	$0.00
620174	RESIDENTIAL	6C	H	15	412 Chester Dr	0.1155	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
620175	RESIDENTIAL	6C	H	16	416 Chester Dr	0.1523	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620176	RESIDENTIAL	6C	H	17	420 Chester Dr	0.1095	LOT TYPE A	02/18/11	$2,106.22	$2,106.22	$0.00	$400.34	$400.34	$0.00				1/1/2017	0	$0.00	$0.00
620177	RESIDENTIAL	6C	H	18	424 Chester Dr	0.1095	LOT TYPE A	04/11/13	$2,106.22	$2,106.22	$0.00	$686.21	$686.21	$0.00				1/1/2017	0	$0.00	$0.00
620178	RESIDENTIAL	6C	H	19	428 Chester Dr	0.1390	LOT TYPE B	06/08/09	$3,580.57	$3,580.57	$0.00	$295.28	$295.28	$0.00				1/1/2017	0	$0.00	$0.00
620179	RESIDENTIAL	6C	H	20	517 Eastland Dr	0.1390	LOT TYPE B	08/20/10	$3,580.57	$3,580.57	$0.00	$572.83	$572.83	$0.00				1/1/2017	0	$0.00	$0.00
620180	RESIDENTIAL	6C	H	21	513 Eastland Dr	0.1095	LOT TYPE A	08/23/12	$1,126.06	$1,126.06	$0.00	$322.04	$322.04	$0.00				1/1/2017	0	$0.00	$0.00
620181	RESIDENTIAL	6C	H	22	509 Eastland Dr	0.1095	LOT TYPE A	04/11/11	$2,106.22	$2,106.22	$0.00	$421.27	$421.27	$0.00				1/1/2017	0	$0.00	$0.00
620182	RESIDENTIAL	6C	H	23	505 Eastland Dr	0.1104	LOT TYPE A	05/19/11	$2,106.22	$2,106.22	$0.00	$436.28	$436.28	$0.00				1/1/2017	0	$0.00	$0.00
620183	RESIDENTIAL	6C	H	24	501 Eastland Dr	0.1172	LOT TYPE B	06/08/09	$3,580.57	$3,580.57	$0.00	$295.28	$295.28	$0.00				1/1/2017	0	$0.00	$0.00
620184	RESIDENTIAL	6C	H	25	417 Eastland Dr	0.1097	LOT TYPE A	04/23/12	$2,106.22	$2,106.22	$0.00	$558.23	$558.23	$0.00				1/1/2017	0	$0.00	$0.00
620185	RESIDENTIAL	6C	H	26	413 Eastland Dr	0.1063	LOT TYPE A	06/29/12	$2,106.22	$2,106.22	$0.00	$582.50	$582.50	$0.00				1/1/2017	0	$0.00	$0.00
620186	RESIDENTIAL	6C	H	27	409 Eastland Dr	0.1074	LOT TYPE A	02/22/12	$2,106.22	$2,106.22	$0.00	$535.80	$535.80	$0.00				1/1/2017	0	$0.00	$0.00
620187	RESIDENTIAL	6C	H	28	405 Eastland Dr	0.1071	LOT TYPE A	09/23/09	$2,106.22	$2,106.22	$0.00	$215.17	$215.17	$0.00				1/1/2017	0	$0.00	$0.00
620188	RESIDENTIAL	6C	H	29	401 Eastland Dr	0.1070	LOT TYPE A	04/10/12	$2,106.22	$2,106.22	$0.00	$553.45	$553.45	$0.00				1/1/2017	0	$0.00	$0.00
620189	RESIDENTIAL	6C	H	30	325 Eastland Dr	0.1068	LOT TYPE A	03/05/13	$2,106.22	$2,106.22	$0.00	$672.97	$672.97	$0.00				1/1/2017	0	$0.00	$0.00
620190	RESIDENTIAL	6C	H	31	321 Eastland Dr	0.1018	LOT TYPE A	04/06/11	$2,106.22	$2,106.22	$0.00	$419.30	$419.30	$0.00				1/1/2017	0	$0.00	$0.00
620191	RESIDENTIAL	6C	H	32	317 Eastland Dr	0.1026	LOT TYPE A	05/06/10	$2,106.22	$2,106.22	$0.00	$295.89	$295.89	$0.00				1/1/2017	0	$0.00	$0.00
620192	RESIDENTIAL	6C	H	33	313 Eastland Dr	0.0998	LOT TYPE A	08/27/10	$2,106.22	$2,106.22	$0.00	$339.73	$339.73	$0.00				1/1/2017	0	$0.00	$0.00
620193	RESIDENTIAL	6C	H	34	309 Eastland Dr	0.0998	LOT TYPE A	03/01/12	$2,106.22	$2,106.22	$0.00	$539.11	$539.11	$0.00				1/1/2017	0	$0.00	$0.00
620194	RESIDENTIAL	6C	H	35	305 Eastland Dr	0.0998	LOT TYPE A	04/16/10	$2,106.22	$2,106.22	$0.00	$288.00	$288.00	$0.00				1/1/2017	0	$0.00	$0.00
620195	RESIDENTIAL	6C	H	36	301 Eastland Dr	0.0998	LOT TYPE A	05/01/09	$2,106.22	$2,106.22	$0.00	$159.09	$159.09	$0.00				1/1/2017	0	$0.00	$0.00
620196	RESIDENTIAL	6C	H	37	221 Eastland Dr	0.0998	LOT TYPE A	02/10/10	$2,106.22	$2,106.22	$0.00	$261.93	$261.93	$0.00				1/1/2017	0	$0.00	$0.00
620197	RESIDENTIAL	6C	H	38	217 Eastland Dr	0.1229	LOT TYPE B	09/22/09	$3,580.57	$3,580.57	$0.00	$365.10	$365.10	$0.00				1/1/2017	0	$0.00	$0.00
621375	COMMON / PUBLIC SPACE	6C	A	13xr	Eastland Dr	0.0730	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
620082	COMMON / PUBLIC SPACE	6C	D	7xr	Vagon Castle Ln	0.2650	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
620066	COMMON / PUBLIC SPACE	6C	C	12xr	Bans Crown Blvd	0.0730	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
620770	RESIDENTIAL	6D	B	1	301 Enid Dr	0.1850	LOT TYPE B	08/07/09	$3,580.57	$3,580.57	$0.00	$334.89	$334.89	$0.00				1/1/2017	0	$0.00	$0.00
620771	RESIDENTIAL	6D	B	2	305 Enid Dr	0.1561	LOT TYPE B	07/14/09	$3,580.57	$3,580.57	$0.00	$319.45	$319.45	$0.00				1/1/2017	0	$0.00	$0.00
620772	RESIDENTIAL	6D	B	3	309 Enid Dr	0.1561	LOT TYPE B	09/21/09	$3,580.57	$3,580.57	$0.00	$364.43	$364.43	$0.00				1/1/2017	0	$0.00	$0.00
620773	RESIDENTIAL	6D	B	4	313 Enid Dr	0.1627	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620774	RESIDENTIAL	6D	B	5	317 Enid Dr	0.1649	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620775	RESIDENTIAL	6D	B	6	321 Enid Dr	0.1649	LOT TYPE B	07/16/10	$3,580.57	$3,580.57	$0.00	$550.00	$550.00	$0.00				1/1/2017	0	$0.00	$0.00
620776	RESIDENTIAL	6D	B	7	325 Enid Dr	0.1649	LOT TYPE B	10/19/09	$3,580.57	$3,580.57	$0.00	$383.23	$383.23	$0.00				1/1/2017	0	$0.00	$0.00
620777	RESIDENTIAL	6D	B	8	333 Enid Dr	0.1649	LOT TYPE B	07/24/09	$3,580.57	$3,580.57	$0.00	$326.17	$326.17	$0.00				1/1/2017	0	$0.00	$0.00
620778	RESIDENTIAL	6D	B	9	337 Enid Dr	0.1935	LOT TYPE B	12/14/10	$3,580.57	$3,580.57	$0.00	$649.37	$649.37	$0.00				1/1/2017	0	$0.00	$0.00
620801	RESIDENTIAL	6D	C	1	409 Enid Dr	0.2132	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
620802	RESIDENTIAL	6D	C	2	413 Enid Dr	0.1797	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620803	RESIDENTIAL	6D	C	3	417 Enid Dr	0.1797	LOT TYPE B	07/30/10	$3,580.57	$3,580.57	$0.00	$559.40	$559.40	$0.00				1/1/2017	0	$0.00	$0.00
620804	RESIDENTIAL	6D	C	4	421 Enid Dr	0.1953	LOT TYPE B	10/15/10	$3,580.57	$3,580.57	$0.00	$609.76	$609.76	$0.00				1/1/2017	0	$0.00	$0.00
620806	RESIDENTIAL	6D	D	1	2701 Dover Dr	0.2103	LOT TYPE B	07/21/09	$3,580.57	$3,580.57	$0.00	$324.15	$324.15	$0.00				1/1/2017	0	$0.00	$0.00
620807	RESIDENTIAL	6D	D	2	2705 Dover Dr	0.1446	LOT TYPE B	05/23/12	$3,580.57	$3,580.57	$0.00	$967.75	$967.75	$0.00				1/1/2017	0	$0.00	$0.00
620808	RESIDENTIAL	6D	D	3	2709 Dover Dr	0.1446	LOT TYPE B	05/27/10	$3,580.57	$3,580.57	$0.00	$517.11	$517.11	$0.00				1/1/2017	0	$0.00	$0.00
620809	RESIDENTIAL	6D	D	4	2713 Dover Dr	0.1446	LOT TYPE B	10/17/11	$3,580.57	$3,580.57	$0.00	$841.04	$841.04	$0.00				1/1/2017	0	$0.00	$0.00
620810	RESIDENTIAL	6D	D	5	2717 Dover Dr	0.1446	LOT TYPE B	08/13/09	$3,580.57	$3,580.57	$0.00	$338.92	$338.92	$0.00				1/1/2017	0	$0.00	$0.00
620811	RESIDENTIAL	6D	D	6	2721 Dover Dr	0.1446	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
620812	RESIDENTIAL	6D	D	7	2725 Dover Dr	0.1446	LOT TYPE B	10/12/09	$3,580.57	$3,580.57	$0.00	$378.53	$378.53	$0.00				1/1/2017	0	$0.00	$0.00
620813	RESIDENTIAL	6D	D	8	2729 Dover Dr	0.1446	LOT TYPE B	07/15/11	$3,580.57	$3,580.57	$0.00	$779.27	$779.27	$0.00				1/1/2017	0	$0.00	$0.00
620814	RESIDENTIAL	6D	D	9	2733 Dover Dr	0.1446	LOT TYPE B	10/27/09	$3,580.57	$3,580.57	$0.00	$388.60	$388.60	$0.00				1/1/2017	0	$0.00	$0.00
620815	RESIDENTIAL	6D	D	10	2737 Dover Dr	0.1713	LOT TYPE B	07/13/12	$3,580.57	$3,580.57	$0.00	$999.01	$999.01	$0.00				1/1/2017	0	$0.00	$0.00
620817	RESIDENTIAL	6D	E	1	300 Enid Dr	0.1775	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620818	RESIDENTIAL	6D	E	2	304 Enid Dr	0.1497	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620819	RESIDENTIAL	6D	E	3	308 Enid Dr	0.1497	LOT TYPE B	06/18/10	$3,580.57	$3,580.57	$0.00	$531.21	$531.21	$0.00				1/1/2017	0	$0.00	$0.00
620820	RESIDENTIAL	6D	E	4	312 Enid Dr	0.1562	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620821	RESIDENTIAL	6D	E	5	316 Enid Dr	0.1570	LOT TYPE B	07/30/09	$3,580.57	$3,580.57	$0.00	$330.19	$330.19	$0.00				1/1/2017	0	$0.00	$0.00
620822	RESIDENTIAL	6D	E	6	320 Enid Dr	0.1573	LOT TYPE B	10/08/10	$3,580.57	$3,580.57	$0.00	$605.06	$605.06	$0.00				1/1/2017	0	$0.00	$0.00
620823	RESIDENTIAL	6D	E	7	324 Enid Dr	0.1573	LOT TYPE B	12/01/09	$3,580.57	$3,580.57	$0.00	$411.43	$411.43	$0.00				1/1/2017	0	$0.00	$0.00
620824	RESIDENTIAL	6D	E	8	328 Enid Dr	0.1573	LOT TYPE B	10/12/09	$3,580.57	$3,580.57	$0.00	$378.53	$378.53	$0.00				1/1/2017	0	$0.00	$0.00
620825	RESIDENTIAL	6D	E	9	332 Enid Dr	0.1573	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620826	RESIDENTIAL	6D	E	10	336 Enid Dr	0.1573	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
620827	RESIDENTIAL	6D	E	11	400 Enid Dr	0.1573	LOT TYPE B	12/14/10	$3,580.57	$3,580.57	$0.00	$649.37	$649.37	$0.00				1/1/2017	0	$0.00	$0.00
620828	RESIDENTIAL	6D	E	12	404 Enid Dr	0.1573	LOT TYPE B	09/20/11	$3,580.57	$3,580.57	$0.00	$822.91	$822.91	$0.00				1/1/2017	0	$0.00	$0.00
620829	RESIDENTIAL	6D	E	13	408 Enid Dr	0.1573	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620830	RESIDENTIAL	6D	E	14	412 Enid Dr	0.1573	LOT TYPE B	07/21/11	$3,580.57	$3,580.57	$0.00	$783.30	$783.30	$0.00				1/1/2017	0	$0.00	$0.00
620831	RESIDENTIAL	6D	E	15	416 Enid Dr	0.1924	LOT TYPE B	07/16/10	$3,580.57	$3,580.57	$0.00	$550.00	$550.00	$0.00				1/1/2017	0	$0.00	$0.00
620834	RESIDENTIAL	6D	E	16	425 Anna Ave	0.1736	LOT TYPE B	04/29/11	$3,580.57	$3,580.57	$0.00	$728.25	$728.25	$0.00				1/1/2017	0	$0.00	$0.00
620835	RESIDENTIAL	6D	E	17	421 Anna Ave	0.1540	LOT TYPE B	03/19/10	$3,580.57	$3,580.57	$0.00	$471.46	$471.46	$0.00				1/1/2017	0	$0.00	$0.00
620836	RESIDENTIAL	6D	E	18	413 Anna Ave	0.1540	LOT TYPE B	04/16/12	$3,580.57	$3,580.57	$0.00	$944.62	$944.62	$0.00				1/1/2017	0	$0.00	$0.00
620837	RESIDENTIAL	6D	E	19	409 Anna Ave	0.1543	LOT TYPE B	07/13/09	$3,580.57	$3,580.57	$0.00	$318.78	$318.78	$0.00				1/1/2017	0	$0.00	$0.00
620838	RESIDENTIAL	6D	E	20	405 Anna Ave	0.1540	LOT TYPE B	06/09/11	$3,580.57	$3,580.57	$0.00	$755.10	$755.10	$0.00				1/1/2017	0	$0.00	$0.00
620839	RESIDENTIAL	6D	E	21	401 Anna Ave	0.1540	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
620840	RESIDENTIAL	6D	E	22	333 Anna Ave	0.1540	LOT TYPE B	08/19/10	$3,580.57	$3,580.57	$0.00	$572.16	$572.16	$0.00				1/1/2017	0	$0.00	$0.00
620841	RESIDENTIAL	6D	E	23	329 Anna Ave	0.1540	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
620842	RESIDENTIAL	6D	E	24	325 Anna Ave	0.1540	LOT TYPE B	07/02/09	$3,580.57	$3,580.57	$0.00	$311.40	$311.40	$0.00				1/1/2017	0	$0.00	$0.00
620843	RESIDENTIAL	6D	E	25	317 Anna Ave	0.1540	LOT TYPE B	09/01/10	$3,580.57	$3,580.57	$0.00	$580.22	$580.22	$0.00				1/1/2017	0	$0.00	$0.00
620844	RESIDENTIAL	6D	E	26	313 Anna Ave	0.1540	LOT TYPE B	06/09/11	$3,580.57	$3,580.57	$0.00	$755.10	$755.10	$0.00				1/1/2017	0	$0.00	$0.00
620845	RESIDENTIAL	6D	E	27	309 Anna Ave	0.1540	LOT TYPE B	03/19/10	$3,580.57	$3,580.57	$0.00	$471.46	$471.46	$0.00				1/1/2017	0	$0.00	$0.00
620846	RESIDENTIAL	6D	E	28	305 Anna Ave	0.1540	LOT TYPE B	11/15/10	$3,580.57	$3,580.57	$0.00	$629.90	$629.90	$0.00				1/1/2017	0	$0.00	$0.00
620847	RESIDENTIAL	6D	E	29	301 Anna Ave	0.1522	LOT TYPE B	04/04/13	$3,580.57	$3,580.57	$0.00	$1,162.18	$1,162.18	$0.00				1/1/2017	0	$0.00	$0.00
620848	RESIDENTIAL	6D	E	30	225 Anna Ave	0.1472	LOT TYPE B	06/03/13	$3,580.57	$3,580.57	$0.00	$1,199.06	$1,199.06	$0.00				1/1/2017	0	$0.00	$0.00
620853	RESIDENTIAL	6D	E	31	221 Anna Ave	0.1472	LOT TYPE B	06/21/13	$3,580.57	$3,580.57	$0.00	$1,210.31	$1,210.31	$0.00				1/1/2017	0	$0.00	$0.00
620854	RESIDENTIAL	6D	E	32	217 Anna Ave	0.1634	LOT TYPE B	12/26/13	$3,580.57	$3,580.57	$0.00	$1,325.94	$1,325.94	$0.00				1/1/2017	0	$0.00	$0.00
620857	RESIDENTIAL	6D	F	1	200 Anna Ave	0.1626	LOT TYPE B	03/30/12	$3,580.57	$3,580.57	$0.00	$934.61	$934.61	$0.00				1/1/2017	0	$0.00	$0.00
620858	RESIDENTIAL	6D	F	2	204 Anna Ave	0.1464	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620859	RESIDENTIAL	6D	F	3	208 Anna Ave	0.1464	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620860	RESIDENTIAL	6D	F	4	212 Anna Ave	0.1464	LOT TYPE B	05/25/12	$3,580.57	$3,580.57	$0.00	$969.00	$969.00	$0.00				1/1/2017	0	$0.00	$0.00
620861	RESIDENTIAL	6D	F	5	216 Anna Ave	0.1464	LOT TYPE B	05/28/09	$3,580.57	$3,580.57	$0.00	$288.57	$288.57	$0.00				1/1/2017	0	$0.00	$0.00
620862	RESIDENTIAL	6D	F	6	220 Anna Ave	0.1464	LOT TYPE B	07/31/09	$3,580.57	$3,580.57	$0.00	$330.86	$330.86	$0.00				1/1/2017	0	$0.00	$0.00
620863	RESIDENTIAL	6D	F	7	224 Anna Ave	0.1464	LOT TYPE B	12/19/11	$3,580.57	$3,580.57	$0.00	$882.66	$882.66	$0.00				1/1/2017	0	$0.00	$0.00
620864	RESIDENTIAL	6D	F	8	300 Anna Ave	0.1520	LOT TYPE B	03/22/13	$3,580.57	$3,580.57	$0.00	$1,154.68	$1,154.68	$0.00				1/1/2017	0	$0.00	$0.00
620865	RESIDENTIAL	6D	F	9	304 Anna Ave	0.1522	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620866	RESIDENTIAL	6D	F	10	308 Anna Ave	0.1522	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620867	RESIDENTIAL	6D	F	11	312 Anna Ave	0.1522	LOT TYPE B	04/01/11	$3,580.57	$3,580.57	$0.00	$709.45	$709.45	$0.00				1/1/2017	0	$0.00	$0.00
620868	RESIDENTIAL	6D	F	12	316 Anna Ave	0.1522	LOT TYPE B	07/13/09	$3,580.57	$3,580.57	$0.00	$318.78	$318.78	$0.00				1/1/2017	0	$0.00	$0.00
620869	RESIDENTIAL	6D	F	13	320 Anna Ave	0.1522	LOT TYPE B	04/16/10	$3,580.57	$3,580.57	$0.00	$489.58	$489.58	$0.00				1/1/2017	0	$0.00	$0.00
620870	RESIDENTIAL	6D	F	14	324 Anna Ave	0.1522	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620871	RESIDENTIAL	6D	F	15	328 Anna Ave	0.1522	LOT TYPE B	04/25/11	$3,580.57	$3,580.57	$0.00	$725.56	$725.56	$0.00				1/1/2017	0	$0.00	$0.00
620872	RESIDENTIAL	6D	F	16	332 Anna Ave	0.1522	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620873	RESIDENTIAL	6D	F	17	400 Anna Ave	0.1522	LOT TYPE B	03/18/11	$3,580.57	$3,580.57	$0.00	$700.72	$700.72	$0.00				1/1/2017	0	$0.00	$0.00
620874	RESIDENTIAL	6D	F	18	404 Anna Ave	0.1522	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620875	RESIDENTIAL	6D	F	19	408 Anna Ave	0.1522	LOT TYPE B	10/05/09	$3,580.57	$3,580.57	$0.00	$373.83	$373.83	$0.00				1/1/2017	0	$0.00	$0.00
620876	RESIDENTIAL	6D	F	20	412 Anna Ave	0.1522	LOT TYPE B	06/04/10	$3,580.57	$3,580.57	$0.00	$521.81	$521.81	$0.00				1/1/2017	0	$0.00	$0.00
620877	RESIDENTIAL	6D	F	21	416 Anna Ave	0.1522	LOT TYPE B	10/19/11	$3,580.57	$3,580.57	$0.00	$842.38	$842.38	$0.00				1/1/2017	0	$0.00	$0.00
620878	RESIDENTIAL	6D	F	22	420 Anna Ave	0.1522	LOT TYPE B	02/18/11	$3,580.57	$3,580.57	$0.00	$680.58	$680.58	$0.00				1/1/2017	0	$0.00	$0.00
620879	RESIDENTIAL	6D	F	23	424 Anna Ave	0.1714	LOT TYPE B	08/25/10	$1,914.29	$1,914.29	$0.00	$308.05	$308.05	$0.00				1/1/2017	0	$0.00	$0.00
620880	RESIDENTIAL	6D	F	24	429 Brutus Blvd	0.1743	LOT TYPE B	05/19/11	$3,580.57	$3,580.57	$0.00	$741.68	$741.68	$0.00				1/1/2017	0	$0.00	$0.00
620881	RESIDENTIAL	6D	F	25	425 Brutus Blvd	0.1555	LOT TYPE B	04/26/12	$3,580.57	$3,580.57	$0.00	$950.87	$950.87	$0.00				1/1/2017	0	$0.00	$0.00
620882	RESIDENTIAL	6D	F	26	421 Brutus Blvd	0.1555	LOT TYPE B	09/27/12	$3,580.57	$3,580.57	$0.00	$1,045.28	$1,045.28	$0.00				1/1/2017	0	$0.00	$0.00
620883	RESIDENTIAL	6D	F	27	417 Brutus Blvd	0.1555	LOT TYPE B	02/20/13	$3,580.57	$3,580.57	$0.00	$1,134.68	$1,134.68	$0.00				1/1/2017	0	$0.00	$0.00
620884	RESIDENTIAL	6D	F	28	413 Brutus Blvd	0.1555	LOT TYPE B	06/03/11	$3,580.57	$3,580.57	$0.00	$751.08	$751.08	$0.00				1/1/2017	0	$0.00	$0.00
620885	RESIDENTIAL	6D	F	29	409 Brutus Blvd	0.1555	LOT TYPE B	06/25/12	$3,580.57	$3,580.57	$0.00	$987.76	$987.76	$0.00				1/1/2017	0	$0.00	$0.00
620886	RESIDENTIAL	6D	F	30	405 Brutus Blvd	0.1555	LOT TYPE B	11/30/11	$3,580.57	$3,580.57	$0.00	$869.91	$869.91	$0.00				1/1/2017	0	$0.00	$0.00
620887	RESIDENTIAL	6D	F	31	401 Brutus Blvd	0.1555	LOT TYPE B	08/17/12	$3,580.57	$3,580.57	$0.00	$1,020.27	$1,020.27	$0.00				1/1/2017	0	$0.00	$0.00
620888	RESIDENTIAL	6D	F	32	333 Brutus Blvd	0.1555	LOT TYPE B	08/26/11	$3,580.57	$3,580.57	$0.00	$806.80	$806.80	$0.00				1/1/2017	0	$0.00	$0.00
620889	RESIDENTIAL	6D	F	33	329 Brutus Blvd	0.1555	LOT TYPE B	08/02/12	$3,580.57	$3,580.57	$0.00	$1,010.89	$1,010.89	$0.00				1/1/2017	0	$0.00	$0.00
620890	RESIDENTIAL	6D	F	34	325 Brutus Blvd	0.1555	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620891	RESIDENTIAL	6D	F	35	321 Brutus Blvd	0.1555	LOT TYPE B	04/18/11	$3,580.57	$3,580.57	$0.00	$720.87	$720.87	$0.00				1/1/2017	0	$0.00	$0.00
620892	RESIDENTIAL	6D	F	36	317 Brutus Blvd	0.1555	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620893	RESIDENTIAL	6D	F	37	313 Brutus Blvd	0.1555	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620894	RESIDENTIAL	6D	F	38	309 Brutus Blvd	0.1555	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620895	RESIDENTIAL	6D	F	39	305 Brutus Blvd	0.1555	LOT TYPE B	10/22/10	$3,580.57	$3,580.57	$0.00	$614.45	$614.45	$0.00				1/1/2017	0	$0.00	$0.00
620896	RESIDENTIAL	6D	F	40	301 Brutus Blvd	0.1555	LOT TYPE B	02/10/11	$3,580.57	$3,580.57	$0.00	$675.21	$675.21	$0.00				1/1/2017	0	$0.00	$0.00
620897	RESIDENTIAL	6D	F	41	225 Brutus Blvd	0.1508	LOT TYPE B	04/18/11	$3,580.57	$3,580.57	$0.00	$720.87	$720.87	$0.00				1/1/2017	0	$0.00	$0.00
620898	RESIDENTIAL	6D	F	42	221 Brutus Blvd	0.1500	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620899	RESIDENTIAL	6D	F	43	217 Brutus Blvd	0.1500	LOT TYPE B	06/25/10	$3,580.57	$3,580.57	$0.00	$535.91	$535.91	$0.00				1/1/2017	0	$0.00	$0.00
620900	RESIDENTIAL	6D	F	44	213 Brutus Blvd	0.1500	LOT TYPE B	04/15/11	$3,580.57	$3,580.57	$0.00	$718.85	$718.85	$0.00				1/1/2017	0	$0.00	$0.00
620901	RESIDENTIAL	6D	F	45	209 Brutus Blvd	0.1500	LOT TYPE B	03/29/11	$3,580.57	$3,580.57	$0.00	$708.11	$708.11	$0.00				1/1/2017	0	$0.00	$0.00
620902	RESIDENTIAL	6D	F	46	205 Brutus Blvd	0.1500	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620903	RESIDENTIAL	6D	F	47	201 Brutus Blvd	0.1662	LOT TYPE B	03/28/11	$3,580.57	$3,580.57	$0.00	$707.44	$707.44	$0.00				1/1/2017	0	$0.00	$0.00
620905	RESIDENTIAL	6D	G	1	200 Brutus Blvd	0.1830	LOT TYPE B	03/05/10	$3,580.57	$3,580.57	$0.00	$462.06	$462.06	$0.00				1/1/2017	0	$0.00	$0.00
620906	RESIDENTIAL	6D	G	2	204 Brutus Blvd	0.1551	LOT TYPE B	08/24/09	$3,580.57	$3,580.57	$0.00	$346.31	$346.31	$0.00				1/1/2017	0	$0.00	$0.00
620907	RESIDENTIAL	6D	G	3	208 Brutus Blvd	0.1609	LOT TYPE B	07/15/09	$3,580.57	$3,580.57	$0.00	$320.12	$320.12	$0.00				1/1/2017	0	$0.00	$0.00
620908	RESIDENTIAL	6D	G	4	212 Brutus Blvd	0.1609	LOT TYPE B	07/08/09	$3,580.57	$3,580.57	$0.00	$315.42	$315.42	$0.00				1/1/2017	0	$0.00	$0.00
620909	RESIDENTIAL	6D	G	5	216 Brutus Blvd	0.1609	LOT TYPE B	11/25/09	$3,580.57	$3,580.57	$0.00	$407.40	$407.40	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
620910	RESIDENTIAL	6D	G	6	220 Brutus Blvd	0.1609	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620911	RESIDENTIAL	6D	G	7	224 Brutus Blvd	0.1640	LOT TYPE B	03/19/10	$3,580.57	$3,580.57	$0.00	$471.46	$471.46	$0.00				1/1/2017	0	$0.00	$0.00
620912	RESIDENTIAL	6D	G	8	300 Brutus Blvd	0.1675	LOT TYPE B	09/12/09	$3,580.57	$3,580.57	$0.00	$358.39	$358.39	$0.00				1/1/2017	0	$0.00	$0.00
620913	RESIDENTIAL	6D	G	9	304 Brutus Blvd	0.1675	LOT TYPE B	09/21/09	$3,580.57	$3,580.57	$0.00	$364.43	$364.43	$0.00				1/1/2017	0	$0.00	$0.00
620914	RESIDENTIAL	6D	G	10	308 Brutus Blvd	0.1675	LOT TYPE B	07/15/09	$3,580.57	$3,580.57	$0.00	$320.12	$320.12	$0.00				1/1/2017	0	$0.00	$0.00
620915	RESIDENTIAL	6D	G	11	312 Brutus Blvd	0.1675	LOT TYPE B	07/17/09	$3,580.57	$3,580.57	$0.00	$321.47	$321.47	$0.00				1/1/2017	0	$0.00	$0.00
620916	RESIDENTIAL	6D	G	12	316 Brutus Blvd	0.1675	LOT TYPE B	06/25/09	$3,580.57	$3,580.57	$0.00	$306.70	$306.70	$0.00				1/1/2017	0	$0.00	$0.00
620917	RESIDENTIAL	6D	G	13	320 Brutus Blvd	0.1675	LOT TYPE B	08/13/09	$3,580.57	$3,580.57	$0.00	$338.92	$338.92	$0.00				1/1/2017	0	$0.00	$0.00
620918	RESIDENTIAL	6D	G	14	324 Brutus Blvd	0.1675	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620919	RESIDENTIAL	6D	G	15	328 Brutus Blvd	0.1979	LOT TYPE B	07/17/09	$3,580.57	$3,580.57	$0.00	$321.47	$321.47	$0.00				1/1/2017	0	$0.00	$0.00
620921	RESIDENTIAL	6D	G	16	337 Florence Dr	0.2118	LOT TYPE B	05/10/11	$3,580.57	$3,580.57	$0.00	$735.64	$735.64	$0.00				1/1/2017	0	$0.00	$0.00
620922	RESIDENTIAL	6D	G	17	333 Florence Dr	0.1546	LOT TYPE B	07/21/11	$3,580.57	$3,580.57	$0.00	$783.30	$783.30	$0.00				1/1/2017	0	$0.00	$0.00
620923	RESIDENTIAL	6D	G	18	325 Florence Dr	0.1543	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620924	RESIDENTIAL	6D	G	19	321 Florence Dr	0.1543	LOT TYPE B	03/22/13	$3,580.57	$3,580.57	$0.00	$1,154.68	$1,154.68	$0.00				1/1/2017	0	$0.00	$0.00
620925	RESIDENTIAL	6D	G	20	317 Florence Dr	0.1543	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620926	RESIDENTIAL	6D	G	21	313 Florence Dr	0.1543	LOT TYPE B	07/17/09	$3,580.57	$3,580.57	$0.00	$321.47	$321.47	$0.00				1/1/2017	0	$0.00	$0.00
620927	RESIDENTIAL	6D	G	22	309 Florence Dr	0.1543	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
620928	RESIDENTIAL	6D	G	23	305 Florence Dr	0.1543	LOT TYPE B	09/10/10	$3,580.57	$3,580.57	$0.00	$586.26	$586.26	$0.00				1/1/2017	0	$0.00	$0.00
620929	RESIDENTIAL	6D	G	24	301 Florence Dr	0.1543	LOT TYPE B	04/06/11	$3,580.57	$3,580.57	$0.00	$712.81	$712.81	$0.00				1/1/2017	0	$0.00	$0.00
620930	RESIDENTIAL	6D	G	25	229 Florence Dr	0.1574	LOT TYPE B	10/05/11	$3,580.57	$3,580.57	$0.00	$832.98	$832.98	$0.00				1/1/2017	0	$0.00	$0.00
620931	RESIDENTIAL	6D	G	26	225 Florence Dr	0.1446	LOT TYPE B	01/05/11	$3,580.57	$3,580.57	$0.00	$663.46	$663.46	$0.00				1/1/2017	0	$0.00	$0.00
620932	RESIDENTIAL	6D	G	27	221 Florence Dr	0.1446	LOT TYPE B	10/05/11	$3,580.57	$3,580.57	$0.00	$832.98	$832.98	$0.00				1/1/2017	0	$0.00	$0.00
620933	RESIDENTIAL	6D	G	28	217 Florence Dr	0.1446	LOT TYPE B	07/29/11	$3,580.57	$3,580.57	$0.00	$788.67	$788.67	$0.00				1/1/2017	0	$0.00	$0.00
620934	RESIDENTIAL	6D	G	29	213 Florence Dr	0.1446	LOT TYPE B	05/25/12	$3,580.57	$3,580.57	$0.00	$969.00	$969.00	$0.00				1/1/2017	0	$0.00	$0.00
620935	RESIDENTIAL	6D	G	30	209 Florence Dr	0.1446	LOT TYPE B	11/30/10	$3,580.57	$3,580.57	$0.00	$639.97	$639.97	$0.00				1/1/2017	0	$0.00	$0.00
620936	RESIDENTIAL	6D	G	31	205 Florence Dr	0.1446	LOT TYPE B	08/16/09	$3,580.57	$3,580.57	$0.00	$340.94	$340.94	$0.00				1/1/2017	0	$0.00	$0.00
620937	RESIDENTIAL	6D	G	32	201 Florence Dr	0.1724	LOT TYPE B	03/03/11	$3,580.57	$3,580.57	$0.00	$690.65	$690.65	$0.00				1/1/2017	0	$0.00	$0.00
620950	RESIDENTIAL	6D	H	1	2537 Erec Dr	0.1550	LOT TYPE B	04/27/12	$3,580.57	$3,580.57	$0.00	$951.50	$951.50	$0.00				1/1/2017	0	$0.00	$0.00
620951	RESIDENTIAL	6D	H	2	2533 Erec Dr	0.1332	LOT TYPE B	03/10/10	$3,580.57	$3,580.57	$0.00	$465.41	$465.41	$0.00				1/1/2017	0	$0.00	$0.00
620952	RESIDENTIAL	6D	H	3	2529 Erec Dr	0.1332	LOT TYPE B	09/09/11	$3,580.57	$3,580.57	$0.00	$815.53	$815.53	$0.00				1/1/2017	0	$0.00	$0.00
620953	RESIDENTIAL	6D	H	4	2525 Erec Dr	0.1332	LOT TYPE B	01/21/11	$3,580.57	$3,580.57	$0.00	$674.21	$674.21	$0.00				1/1/2017	0	$0.00	$0.00
620954	RESIDENTIAL	6D	H	5	2521 Erec Dr	0.1332	LOT TYPE B	12/07/12	$3,580.57	$3,580.57	$0.00	$1,089.04	$1,089.04	$0.00				1/1/2017	0	$0.00	$0.00
620955	RESIDENTIAL	6D	H	6	2517 Erec Dr	0.1332	LOT TYPE B	06/09/11	$3,580.57	$3,580.57	$0.00	$755.10	$755.10	$0.00				1/1/2017	0	$0.00	$0.00
620956	RESIDENTIAL	6D	H	7	2513 Erec Dr	0.1332	LOT TYPE B	12/04/12	$3,580.57	$3,580.57	$0.00	$1,087.17	$1,087.17	$0.00				1/1/2017	0	$0.00	$0.00
620957	RESIDENTIAL	6D	H	8	2509 Erec Dr	0.1332	LOT TYPE B	07/13/12	$3,580.57	$3,580.57	$0.00	$999.01	$999.01	$0.00				1/1/2017	0	$0.00	$0.00
620958	RESIDENTIAL	6D	H	9	2505 Erec Dr	0.1332	LOT TYPE B	01/11/13	$3,580.57	$3,580.57	$0.00	$1,110.24	$1,110.24	$0.00				1/1/2017	0	$0.00	$0.00
620959	RESIDENTIAL	6D	H	10	2501 Erec Dr	0.1521	LOT TYPE B	08/31/12	$3,580.57	$3,580.57	$0.00	$1,029.02	$1,029.02	$0.00				1/1/2017	0	$0.00	$0.00
620961	RESIDENTIAL	6D	H	11	2500 Louis Ln	0.1578	LOT TYPE B	09/28/12	$3,580.57	$3,580.57	$0.00	$1,045.90	$1,045.90	$0.00				1/1/2017	0	$0.00	$0.00
620962	RESIDENTIAL	6D	H	12	2504 Louis Ln	0.1332	LOT TYPE B	06/24/11	$3,580.57	$3,580.57	$0.00	$765.17	$765.17	$0.00				1/1/2017	0	$0.00	$0.00
620963	RESIDENTIAL	6D	H	13	2508 Louis Ln	0.1332	LOT TYPE B	05/10/12	$3,580.57	$3,580.57	$0.00	$959.62	$959.62	$0.00				1/1/2017	0	$0.00	$0.00
620964	RESIDENTIAL	6D	H	14	2512 Louis Ln	0.1332	LOT TYPE B	02/22/13	$3,580.57	$3,580.57	$0.00	$1,135.93	$1,135.93	$0.00				1/1/2017	0	$0.00	$0.00
620965	RESIDENTIAL	6D	H	15	2516 Louis Ln	0.1332	LOT TYPE B	02/11/13	$3,580.57	$3,580.57	$0.00	$1,129.05	$1,129.05	$0.00				1/1/2017	0	$0.00	$0.00
620966	RESIDENTIAL	6D	H	16	2520 Louis Ln	0.1332	LOT TYPE B	09/10/12	$1,914.29	$1,914.29	$0.00	$553.14	$553.14	$0.00				1/1/2017	0	$0.00	$0.00
620967	RESIDENTIAL	6D	H	17	2524 Louis Ln	0.1332	LOT TYPE B	02/22/13	$3,580.57	$3,580.57	$0.00	$1,135.93	$1,135.93	$0.00				1/1/2017	0	$0.00	$0.00
620968	RESIDENTIAL	6D	H	18	2528 Louis Ln	0.1331	LOT TYPE B	09/16/11	$3,580.57	$3,580.57	$0.00	$820.23	$820.23	$0.00				1/1/2017	0	$0.00	$0.00
620969	RESIDENTIAL	6D	H	19	2532 Louis Ln	0.1330	LOT TYPE B	02/22/13	$3,580.57	$3,580.57	$0.00	$1,135.93	$1,135.93	$0.00				1/1/2017	0	$0.00	$0.00
620970	RESIDENTIAL	6D	H	20	2536 Louis Ln	0.1450	LOT TYPE B	02/07/13	$3,580.57	$3,580.57	$0.00	$1,126.55	$1,126.55	$0.00				1/1/2017	0	$0.00	$0.00
620973	RESIDENTIAL	6D	I	1	2537 Louis Ln	0.1932	LOT TYPE B	06/03/10	$3,580.57	$3,580.57	$0.00	$521.14	$521.14	$0.00				1/1/2017	0	$0.00	$0.00
620974	RESIDENTIAL	6D	I	2	2533 Louis Ln	0.1470	LOT TYPE B	10/04/11	$3,580.57	$3,580.57	$0.00	$832.31	$832.31	$0.00				1/1/2017	0	$0.00	$0.00
620975	RESIDENTIAL	6D	I	3	2529 Louis Ln	0.1405	LOT TYPE B	06/01/12	$3,580.57	$3,580.57	$0.00	$972.75	$972.75	$0.00				1/1/2017	0	$0.00	$0.00
620976	RESIDENTIAL	6D	I	4	2525 Louis Ln	0.1332	LOT TYPE B	06/24/11	$3,580.57	$3,580.57	$0.00	$765.17	$765.17	$0.00				1/1/2017	0	$0.00	$0.00
620977	RESIDENTIAL	6D	I	5	2521 Louis Ln	0.1332	LOT TYPE B	01/03/13	$3,580.57	$3,580.57	$0.00	$1,105.24	$1,105.24	$0.00				1/1/2017	0	$0.00	$0.00
620978	RESIDENTIAL	6D	I	6	2517 Louis Ln	0.1332	LOT TYPE B	11/12/12	$3,580.57	$3,580.57	$0.00	$1,073.41	$1,073.41	$0.00				1/1/2017	0	$0.00	$0.00
620979	RESIDENTIAL	6D	I	7	2513 Louis Ln	0.1332	LOT TYPE B	01/15/13	$3,580.57	$3,580.57	$0.00	$1,112.74	$1,112.74	$0.00				1/1/2017	0	$0.00	$0.00
620980	RESIDENTIAL	6D	I	8	2509 Louis Ln	0.1332	LOT TYPE B	07/13/12	$3,580.57	$3,580.57	$0.00	$999.01	$999.01	$0.00				1/1/2017	0	$0.00	$0.00
620981	RESIDENTIAL	6D	I	9	2505 Louis Ln	0.1332	LOT TYPE B	02/04/13	$3,580.57	$3,580.57	$0.00	$1,124.68	$1,124.68	$0.00				1/1/2017	0	$0.00	$0.00
620982	RESIDENTIAL	6D	I	10	2501 Louis Ln	0.1637	LOT TYPE B	03/13/12	$3,580.57	$3,580.57	$0.00	$923.99	$923.99	$0.00				1/1/2017	0	$0.00	$0.00
620983	RESIDENTIAL	6D	I	11	2500 Scotti St	0.1752	LOT TYPE B	02/04/13	$3,580.57	$3,580.57	$0.00	$1,124.68	$1,124.68	$0.00				1/1/2017	0	$0.00	$0.00
620984	RESIDENTIAL	6D	I	12	2504 Scotti St	0.1332	LOT TYPE B	06/16/11	$3,580.57	$3,580.57	$0.00	$759.80	$759.80	$0.00				1/1/2017	0	$0.00	$0.00
620985	RESIDENTIAL	6D	I	13	2508 Scotti St	0.1332	LOT TYPE B	07/21/11	$3,580.57	$3,580.57	$0.00	$783.30	$783.30	$0.00				1/1/2017	0	$0.00	$0.00
620986	RESIDENTIAL	6D	I	14	2512 Scotti St	0.1332	LOT TYPE B	03/30/12	$3,580.57	$3,580.57	$0.00	$934.61	$934.61	$0.00				1/1/2017	0	$0.00	$0.00
620987	RESIDENTIAL	6D	I	15	2516 Scotti St	0.1332	LOT TYPE B	11/25/09	$3,580.57	$3,580.57	$0.00	$407.40	$407.40	$0.00				1/1/2017	0	$0.00	$0.00
620988	RESIDENTIAL	6D	I	16	2520 Scotti St	0.1332	LOT TYPE B	08/15/11	$3,580.57	$3,580.57	$0.00	$799.41	$799.41	$0.00				1/1/2017	0	$0.00	$0.00
620989	RESIDENTIAL	6D	I	17	2524 Scotti St	0.1332	LOT TYPE B	08/13/10	$3,580.57	$3,580.57	$0.00	$568.13	$568.13	$0.00				1/1/2017	0	$0.00	$0.00
620990	RESIDENTIAL	6D	I	18	2528 Scotti St	0.1626	LOT TYPE B	05/10/11	$3,580.57	$3,580.57	$0.00	$735.64	$735.64	$0.00				1/1/2017	0	$0.00	$0.00
620991	RESIDENTIAL	6D	I	19	2532 Scotti St	0.1596	LOT TYPE B	10/19/11	$3,580.57	$3,580.57	$0.00	$842.38	$842.38	$0.00				1/1/2017	0	$0.00	$0.00
620992	RESIDENTIAL	6D	I	20	2536 Scotti St	0.1493	LOT TYPE B	10/27/11	$3,580.57	$3,580.57	$0.00	$847.75	$847.75	$0.00				1/1/2017	0	$0.00	$0.00
620993	RESIDENTIAL	6D	J	1	2517 Scotti St	0.1848	LOT TYPE B	08/13/09	$3,580.57	$3,580.57	$0.00	$338.92	$338.92	$0.00				1/1/2017	0	$0.00	$0.00
620994	RESIDENTIAL	6D	J	2	2513 Scotti St	0.1562	LOT TYPE B	03/28/11	$3,580.57	$3,580.57	$0.00	$707.44	$707.44	$0.00				1/1/2017	0	$0.00	$0.00
620995	RESIDENTIAL	6D	J	3	2509 Scotti St	0.1562	LOT TYPE B	10/26/09	$3,580.57	$3,580.57	$0.00	$387.93	$387.93	$0.00				1/1/2017	0	$0.00	$0.00
620996	RESIDENTIAL	6D	J	4	2505 Scotti St	0.1562	LOT TYPE B	04/29/11	$3,580.57	$3,580.57	$0.00	$728.25	$728.25	$0.00				1/1/2017	0	$0.00	$0.00
620997	RESIDENTIAL	6D	J	5	2501 Scotti St	0.1760	LOT TYPE B	08/16/11	$3,580.57	$3,580.57	$0.00	$800.09	$800.09	$0.00				1/1/2017	0	$0.00	$0.00
620998	RESIDENTIAL	6D	J	6	2500 Lincolnshire Ln	0.1843	LOT TYPE B	07/15/11	$3,580.57	$3,580.57	$0.00	$779.27	$779.27	$0.00				1/1/2017	0	$0.00	$0.00
620999	RESIDENTIAL	6D	J	7	2504 Lincolnshire Ln	0.1332	LOT TYPE B	11/02/11	$3,580.57	$3,580.57	$0.00	$851.11	$851.11	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
621000	RESIDENTIAL	6D	J	8	2508 Lincolnshire Ln	0.1332	LOT TYPE B	03/16/11	$3,580.57	$3,580.57	$0.00	$699.38	$699.38	$0.00				1/1/2017	0	$0.00	$0.00
621001	RESIDENTIAL	6D	J	9	2512 Lincolnshire Ln	0.1332	LOT TYPE B	08/17/12	$3,580.57	$3,580.57	$0.00	$1,020.27	$1,020.27	$0.00				1/1/2017	0	$0.00	$0.00
621002	RESIDENTIAL	6D	J	10	2516 Lincolnshire Ln	0.1332	LOT TYPE B	06/03/10	$3,580.57	$3,580.57	$0.00	$521.14	$521.14	$0.00				1/1/2017	0	$0.00	$0.00
621003	RESIDENTIAL	6D	J	11	2520 Lincolnshire Ln	0.1835	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00
621004	RESIDENTIAL	6D	K	1	2525 Lincolnshire Ln	0.2204	LOT TYPE B	10/26/09	$3,580.57	$3,580.57	$0.00	$387.93	$387.93	$0.00				1/1/2017	0	$0.00	$0.00
621005	RESIDENTIAL	6D	K	2	2521 Lincolnshire Ln	0.1491	LOT TYPE B	09/01/11	$3,580.57	$3,580.57	$0.00	$810.16	$810.16	$0.00				1/1/2017	0	$0.00	$0.00
621006	RESIDENTIAL	6D	K	3	2517 Lincolnshire Ln	0.1466	LOT TYPE B	07/30/10	$3,580.57	$3,580.57	$0.00	$559.40	$559.40	$0.00				1/1/2017	0	$0.00	$0.00
621007	RESIDENTIAL	6D	K	4	2513 Lincolnshire Ln	0.1465	LOT TYPE B	04/07/11	$3,580.57	$3,580.57	$0.00	$713.48	$713.48	$0.00				1/1/2017	0	$0.00	$0.00
621008	RESIDENTIAL	6D	K	5	2509 Lincolnshire Ln	0.1465	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
621009	RESIDENTIAL	6D	K	6	2505 Lincolnshire Ln	0.1465	LOT TYPE B	04/23/12	$3,580.57	$3,580.57	$0.00	$948.99	$948.99	$0.00				1/1/2017	0	$0.00	$0.00
621010	RESIDENTIAL	6D	K	7	2501 Lincolnshire Ln	0.1653	LOT TYPE B	10/18/12	$3,580.57	$3,580.57	$0.00	$1,058.41	$1,058.41	$0.00				1/1/2017	0	$0.00	$0.00
621011	RESIDENTIAL	6D	K	8	2500 Brandon Dr	0.1733	LOT TYPE B	08/05/11	$3,580.57	$3,580.57	$0.00	$792.70	$792.70	$0.00				1/1/2017	0	$0.00	$0.00
621012	RESIDENTIAL	6D	K	9	2504 Brandon Dr	0.1411	LOT TYPE B	10/04/11	$3,580.57	$3,580.57	$0.00	$832.31	$832.31	$0.00				1/1/2017	0	$0.00	$0.00
621013	RESIDENTIAL	6D	K	10	2508 Brandon Dr	0.1465	LOT TYPE B	04/29/11	$3,580.57	$3,580.57	$0.00	$728.25	$728.25	$0.00				1/1/2017	0	$0.00	$0.00
621014	RESIDENTIAL	6D	K	11	2512 Brandon Dr	0.1465	LOT TYPE B	09/10/10	$3,580.57	$3,580.57	$0.00	$586.26	$586.26	$0.00				1/1/2017	0	$0.00	$0.00
621015	RESIDENTIAL	6D	K	12	2516 Brandon Dr	0.1465	LOT TYPE B	10/19/09	$3,580.57	$3,580.57	$0.00	$383.23	$383.23	$0.00				1/1/2017	0	$0.00	$0.00
621016	RESIDENTIAL	6D	K	13	2520 Brandon Dr	0.1465	LOT TYPE B	09/29/09	$3,580.57	$3,580.57	$0.00	$369.80	$369.80	$0.00				1/1/2017	0	$0.00	$0.00
621017	RESIDENTIAL	6D	K	14	2524 Brandon Dr	0.1465	LOT TYPE B	12/08/09	$3,580.57	$3,580.57	$0.00	$416.13	$416.13	$0.00				1/1/2017	0	$0.00	$0.00
621018	RESIDENTIAL	6D	K	15	2532 Brandon Dr	0.2179	LOT TYPE B	02/22/12	$3,580.57	$3,580.57	$0.00	$910.86	$910.86	$0.00				1/1/2017	0	$0.00	$0.00
621028	RESIDENTIAL	6D	L	1	200 Florence Dr	0.1556	LOT TYPE B	04/01/11	$3,580.57	$3,580.57	$0.00	$709.45	$709.45	$0.00				1/1/2017	0	$0.00	$0.00
621029	RESIDENTIAL	6D	L	2	204 Florence Dr	0.1332	LOT TYPE B	07/24/09	$3,580.57	$3,580.57	$0.00	$326.17	$326.17	$0.00				1/1/2017	0	$0.00	$0.00
621030	RESIDENTIAL	6D	L	3	208 Florence Dr	0.1332	LOT TYPE B	09/10/09	$3,580.57	$3,580.57	$0.00	$357.05	$357.05	$0.00				1/1/2017	0	$0.00	$0.00
621031	RESIDENTIAL	6D	L	4	212 Florence Dr	0.1332	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
621032	RESIDENTIAL	6D	L	5	216 Florence Dr	0.1332	LOT TYPE B	07/02/09	$3,580.57	$3,580.57	$0.00	$311.40	$311.40	$0.00				1/1/2017	0	$0.00	$0.00
621033	RESIDENTIAL	6D	L	6	220 Florence Dr	0.1603	LOT TYPE B	11/30/10	$3,580.57	$3,580.57	$0.00	$639.97	$639.97	$0.00				1/1/2017	0	$0.00	$0.00
621034	RESIDENTIAL	6D	L	7	224 Florence Dr	0.2267	LOT TYPE B	03/04/11	$3,580.57	$3,580.57	$0.00	$691.33	$691.33	$0.00				1/1/2017	0	$0.00	$0.00
621019	RESIDENTIAL	6D	L	8	2533 Brandon Dr	0.1621	LOT TYPE B	03/22/10	$3,580.57	$3,580.57	$0.00	$473.47	$473.47	$0.00				1/1/2017	0	$0.00	$0.00
621020	RESIDENTIAL	6D	L	9	2529 Brandon Dr	0.1334	LOT TYPE B	05/16/11	$3,580.57	$3,580.57	$0.00	$739.66	$739.66	$0.00				1/1/2017	0	$0.00	$0.00
621021	RESIDENTIAL	6D	L	10	2525 Brandon Dr	0.1332	LOT TYPE B	07/14/09	$3,580.57	$3,580.57	$0.00	$319.45	$319.45	$0.00				1/1/2017	0	$0.00	$0.00
621022	RESIDENTIAL	6D	L	11	2521 Brandon Dr	0.1332	LOT TYPE B	12/08/09	$3,580.57	$3,580.57	$0.00	$416.13	$416.13	$0.00				1/1/2017	0	$0.00	$0.00
621023	RESIDENTIAL	6D	L	12	2517 Brandon Dr	0.1332	LOT TYPE B	06/08/10	$3,580.57	$3,580.57	$0.00	$524.49	$524.49	$0.00				1/1/2017	0	$0.00	$0.00
621024	RESIDENTIAL	6D	L	13	2513 Brandon Dr	0.1332	LOT TYPE B	05/10/12	$3,580.57	$3,580.57	$0.00	$959.62	$959.62	$0.00				1/1/2017	0	$0.00	$0.00
621025	RESIDENTIAL	6D	L	14	2509 Brandon Dr	0.1332	LOT TYPE B	09/24/10	$1,914.29	$1,914.29	$0.00	$318.46	$318.46	$0.00				1/1/2017	0	$0.00	$0.00
621026	RESIDENTIAL	6D	L	15	2505 Brandon Dr	0.1332	LOT TYPE B	06/03/10	$3,580.57	$3,580.57	$0.00	$521.14	$521.14	$0.00				1/1/2017	0	$0.00	$0.00
621027	RESIDENTIAL	6D	L	16	2501 Brandon Dr	0.1530	LOT TYPE B	01/03/13	$3,580.57	$3,580.57	$0.00	$1,105.24	$1,105.24	$0.00				1/1/2017	0	$0.00	$0.00
621038	RESIDENTIAL	6D	L	17	2500 Wales Way	0.1538	LOT TYPE B	10/11/11	$3,580.57	$3,580.57	$0.00	$837.01	$837.01	$0.00				1/1/2017	0	$0.00	$0.00
621039	RESIDENTIAL	6D	L	18	2504 Wales Way	0.1332	LOT TYPE B	11/30/10	$3,580.57	$3,580.57	$0.00	$639.97	$639.97	$0.00				1/1/2017	0	$0.00	$0.00
621040	RESIDENTIAL	6D	L	19	2508 Wales Way	0.1332	LOT TYPE B	10/04/11	$3,580.57	$3,580.57	$0.00	$832.31	$832.31	$0.00				1/1/2017	0	$0.00	$0.00
621041	RESIDENTIAL	6D	L	20	2512 Wales Way	0.1332	LOT TYPE B	03/18/11	$3,580.57	$3,580.57	$0.00	$700.72	$700.72	$0.00				1/1/2017	0	$0.00	$0.00
621042	RESIDENTIAL	6D	L	21	2516 Wales Way	0.1332	LOT TYPE B	11/03/11	$3,580.57	$3,580.57	$0.00	$851.78	$851.78	$0.00				1/1/2017	0	$0.00	$0.00
621043	RESIDENTIAL	6D	L	22	2520 Wales Way	0.1332	LOT TYPE B	05/16/11	$3,580.57	$3,580.57	$0.00	$739.66	$739.66	$0.00				1/1/2017	0	$0.00	$0.00
621044	RESIDENTIAL	6D	L	23	2524 Wales Way	0.1332	LOT TYPE B	10/04/11	$3,580.57	$3,580.57	$0.00	$832.31	$832.31	$0.00				1/1/2017	0	$0.00	$0.00
621045	RESIDENTIAL	6D	L	24	2528 Wales Way	0.1562	LOT TYPE B	05/25/11	$1,914.29	$1,914.29	$0.00	$398.68	$398.68	$0.00				1/1/2017	0	$0.00	$0.00
621046	RESIDENTIAL	6D	L	25	2600 Wales Way	0.1821	LOT TYPE B	08/22/11	$3,580.57	$3,580.57	$0.00	$804.11	$804.11	$0.00				1/1/2017	0	$0.00	$0.00
621047	RESIDENTIAL	6D	L	26	2604 Wales Way	0.1460	LOT TYPE B	10/26/09	$3,580.57	$3,580.57	$0.00	$387.93	$387.93	$0.00				1/1/2017	0	$0.00	$0.00
621048	RESIDENTIAL	6D	L	27	2608 Wales Way	0.1332	LOT TYPE B	06/25/09	$3,580.57	$3,580.57	$0.00	$306.70	$306.70	$0.00				1/1/2017	0	$0.00	$0.00
621049	RESIDENTIAL	6D	L	28	2612 Wales Way	0.1445	LOT TYPE B	10/12/09	$3,580.57	$3,580.57	$0.00	$378.53	$378.53	$0.00				1/1/2017	0	$0.00	$0.00
621050	RESIDENTIAL	6D	L	29	2616 Wales Way	0.1684	LOT TYPE B	06/11/09	$3,580.57	$3,580.57	$0.00	$297.30	$297.30	$0.00				1/1/2017	0	$0.00	$0.00
621051	RESIDENTIAL	6D	M	1	2617 Wales Way	0.1715	LOT TYPE B	03/16/10	$3,580.57	$3,580.57	$0.00	$469.44	$469.44	$0.00				1/1/2017	0	$0.00	$0.00
621052	RESIDENTIAL	6D	M	2	2609 Wales Way	0.1829	LOT TYPE B	02/10/10	$3,580.57	$3,580.57	$0.00	$445.27	$445.27	$0.00				1/1/2017	0	$0.00	$0.00
621053	RESIDENTIAL	6D	M	3	2601 Wales Way	0.1884	LOT TYPE B	03/17/10	$3,580.57	$3,580.57	$0.00	$470.11	$470.11	$0.00				1/1/2017	0	$0.00	$0.00
621054	RESIDENTIAL	6D	M	4	2521 Wales Way	0.1461	LOT TYPE B	06/09/11	$3,580.57	$3,580.57	$0.00	$755.10	$755.10	$0.00				1/1/2017	0	$0.00	$0.00
621055	RESIDENTIAL	6D	M	5	2517 Wales Way	0.1573	LOT TYPE B	03/17/10	$3,580.57	$3,580.57	$0.00	$470.11	$470.11	$0.00				1/1/2017	0	$0.00	$0.00
621056	RESIDENTIAL	6D	M	6	2513 Wales Way	0.1602	LOT TYPE B	03/18/11	$3,580.57	$3,580.57	$0.00	$700.72	$700.72	$0.00				1/1/2017	0	$0.00	$0.00
621057	RESIDENTIAL	6D	M	7	2509 Wales Way	0.1541	LOT TYPE B	09/10/10	$3,580.57	$3,580.57	$0.00	$586.26	$586.26	$0.00				1/1/2017	0	$0.00	$0.00
621058	RESIDENTIAL	6D	M	8	2505 Wales Way	0.1424	LOT TYPE B	09/14/12	$3,580.57	$3,580.57	$0.00	$1,037.15	$1,037.15	$0.00				1/1/2017	0	$0.00	$0.00
621059	RESIDENTIAL	6D	M	9	2501 Wales Way	0.1535	LOT TYPE B	07/13/12	$3,580.57	$3,580.57	$0.00	$999.01	$999.01	$0.00				1/1/2017	0	$0.00	$0.00
621060	RESIDENTIAL	6D	M	10	2500 Dover Dr	0.1782	LOT TYPE B	10/19/11	$3,580.57	$3,580.57	$0.00	$842.38	$842.38	$0.00				1/1/2017	0	$0.00	$0.00
621061	RESIDENTIAL	6D	M	11	2504 Dover Dr	0.1777	LOT TYPE B	05/25/11	$1,914.29	$1,914.29	$0.00	$398.68	$398.68	$0.00				1/1/2017	0	$0.00	$0.00
621062	RESIDENTIAL	6D	M	12	2508 Dover Dr	0.1877	LOT TYPE B	02/23/10	$3,580.57	$3,580.57	$0.00	$454.00	$454.00	$0.00				1/1/2017	0	$0.00	$0.00
621063	RESIDENTIAL	6D	M	13	2516 Dover Dr	0.1902	LOT TYPE B	01/08/10	$3,580.57	$3,580.57	$0.00	$436.27	$436.27	$0.00				1/1/2017	0	$0.00	$0.00
621064	RESIDENTIAL	6D	M	14	2520 Dover Dr	0.1620	LOT TYPE B	06/24/11	$3,580.57	$3,580.57	$0.00	$765.17	$765.17	$0.00				1/1/2017	0	$0.00	$0.00
621065	RESIDENTIAL	6D	M	15	2524 Dover Dr	0.2173	LOT TYPE B	04/29/11	$3,580.57	$3,580.57	$0.00	$728.25	$728.25	$0.00				1/1/2017	0	$0.00	$0.00
621067	RESIDENTIAL	6D	N	1	2617 Dover Dr	0.1830	LOT TYPE B	07/10/12	$3,580.57	$3,580.57	$0.00	$997.14	$997.14	$0.00				1/1/2017	0	$0.00	$0.00
621068	RESIDENTIAL	6D	N	2	2613 Dover Dr	0.1664	LOT TYPE B	01/08/10	$3,580.57	$3,580.57	$0.00	$436.27	$436.27	$0.00				1/1/2017	0	$0.00	$0.00
621069	RESIDENTIAL	6D	N	3	2609 Dover Dr	0.1629	LOT TYPE B	05/10/11	$3,580.57	$3,580.57	$0.00	$735.64	$735.64	$0.00				1/1/2017	0	$0.00	$0.00
621070	RESIDENTIAL	6D	N	4	2605 Dover Dr	0.1446	LOT TYPE B	07/30/12	$3,580.57	$3,580.57	$0.00	$1,009.64	$1,009.64	$0.00				1/1/2017	0	$0.00	$0.00
621071	RESIDENTIAL	6D	N	5	2601 Dover Dr	0.1446	LOT TYPE B	04/10/12	$3,580.57	$3,580.57	$0.00	$940.87	$940.87	$0.00				1/1/2017	0	$0.00	$0.00
621072	RESIDENTIAL	6D	N	6	2541 Dover Dr	0.1446	LOT TYPE B	08/13/09	$3,580.57	$3,580.57	$0.00	$338.92	$338.92	$0.00				1/1/2017	0	$0.00	$0.00
621073	RESIDENTIAL	6D	N	7	2537 Dover Dr	0.1440	LOT TYPE B	06/26/12	$3,580.57	$3,580.57	$0.00	$988.38	$988.38	$0.00				1/1/2017	0	$0.00	$0.00
621074	RESIDENTIAL	6D	N	8	2533 Dover Dr	0.1438	LOT TYPE B	05/23/12	$3,580.57	$3,580.57	$0.00	$967.75	$967.75	$0.00				1/1/2017	0	$0.00	$0.00
621075	RESIDENTIAL	6D	N	9	2529 Dover Dr	0.1448	LOT TYPE B	11/28/12	$3,580.57	$3,580.57	$0.00	$1,083.42	$1,083.42	$0.00				1/1/2017	0	$0.00	$0.00
621076	RESIDENTIAL	6D	N	10	2525 Dover Dr	0.1477	LOT TYPE B	06/21/11	$3,580.57	$3,580.57	$0.00	$763.16	$763.16	$0.00				1/1/2017	0	$0.00	$0.00
621077	RESIDENTIAL	6D	N	11	2521 Dover Dr	0.1879	LOT TYPE B	08/30/12	$3,580.57	$3,580.57	$0.00	$1,028.40	$1,028.40	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
621078	RESIDENTIAL	6D	N	12	2517 Dover Dr	0.2220	LOT TYPE B	08/03/10	$3,580.57	$3,580.57	$0.00	$561.42	$561.42	$0.00				1/1/2017	0	$0.00	$0.00
621079	RESIDENTIAL	6D	N	13	2513 Dover Dr	0.2615	LOT TYPE B	03/17/10	$3,580.57	$3,580.57	$0.00	$470.11	$470.11	$0.00				1/1/2017	0	$0.00	$0.00
621080	RESIDENTIAL	6D	N	14	2509 Dover Dr	0.2305	LOT TYPE B	12/08/09	$3,580.57	$3,580.57	$0.00	$416.13	$416.13	$0.00				1/1/2017	0	$0.00	$0.00
621081	RESIDENTIAL	6D	N	15	2505 Dover Dr	0.1927	LOT TYPE B	06/25/10	$3,580.57	$3,580.57	$0.00	$535.91	$535.91	$0.00				1/1/2017	0	$0.00	$0.00
621082	RESIDENTIAL	6D	N	16	2501 Dover Dr	0.2309	LOT TYPE B	12/08/09	$3,580.57	$3,580.57	$0.00	$416.13	$416.13	$0.00				1/1/2017	0	$0.00	$0.00
621084	COMMON / PUBLIC SPACE	6D	A	1xr	201 Anna Ave	3.1044	ON-BENEFITED PROPER	06/30/09	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
621083	COMMON / PUBLIC SPACE	6D	N	17xr		0.0513	ON-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631517	RESIDENTIAL	8A	A	4	700 Highwood Trl	0.1364	LOT TYPE B	03/30/15	$1,914.29	$1,914.29	$0.00	$852.69	$852.69	$0.00				1/1/2017	0	$0.00	$0.00
631522	RESIDENTIAL	8A	A	5	816 Wiltshire Blvd	0.1669	LOT TYPE B	01/26/15	$1,914.29	$1,914.29	$0.00	$831.73	$831.73	$0.00				1/1/2017	0	$0.00	$0.00
631523	RESIDENTIAL	8A	A	6	812 Wiltshire Blvd	0.2741	LOT TYPE B	11/03/15	$1,914.29	$1,914.29	$0.00	$919.74	$919.74	$0.00				1/1/2017	0	$0.00	$0.00
631524	RESIDENTIAL	8A	A	7	808 Wiltshire Blvd	0.1093	LOT TYPE A	11/20/14	$1,126.06	$1,126.06	$0.00	$477.47	$477.47	$0.00				1/1/2017	0	$0.00	$0.00
631525	RESIDENTIAL	8A	A	8	804 Wiltshire Blvd	0.1092	LOT TYPE A	01/15/15	$1,126.06	$1,126.06	$0.00	$487.23	$487.23	$0.00				1/1/2017	0	$0.00	$0.00
631526	RESIDENTIAL	8A	A	9	800 Wiltshire Blvd	0.1092	LOT TYPE A	06/03/15	$1,126.06	$1,126.06	$0.00	$513.26	$513.26	$0.00				1/1/2017	0	$0.00	$0.00
631527	RESIDENTIAL	8A	A	10	716 Wiltshire Blvd	0.1092	LOT TYPE A	06/03/15	$1,126.06	$1,126.06	$0.00	$513.26	$513.26	$0.00				1/1/2017	0	$0.00	$0.00
631528	RESIDENTIAL	8A	A	11	712 Wiltshire Blvd	0.1092	LOT TYPE A	07/13/15	$1,126.06	$1,126.06	$0.00	$520.67	$520.67	$0.00				1/1/2017	0	$0.00	$0.00
631529	RESIDENTIAL	8A	A	12	708 Wiltshire Blvd	0.1092	LOT TYPE A	09/02/15	$1,126.06	$1,126.06	$0.00	$529.74	$529.74	$0.00				1/1/2017	0	$0.00	$0.00
631530	RESIDENTIAL	8A	A	13	704 Wiltshire Blvd	0.1092	LOT TYPE A	04/13/15	$1,126.06	$1,126.06	$0.00	$504.01	$504.01	$0.00				1/1/2017	0	$0.00	$0.00
631531	RESIDENTIAL	8A	A	14	700 Wiltshire Blvd	0.1092	LOT TYPE A	09/02/15	$1,126.06	$1,126.06	$0.00	$529.74	$529.74	$0.00				1/1/2017	0	$0.00	$0.00
631532	RESIDENTIAL	8A	A	15	620 Wiltshire Blvd	0.1092	LOT TYPE A	04/23/15	$1,126.06	$1,126.06	$0.00	$505.86	$505.86	$0.00				1/1/2017	0	$0.00	$0.00
631533	RESIDENTIAL	8A	A	16	616 Wiltshire Blvd	0.1092	LOT TYPE A	04/13/15	$1,126.06	$1,126.06	$0.00	$504.01	$504.01	$0.00				1/1/2017	0	$0.00	$0.00
631534	RESIDENTIAL	8A	A	17	612 Wiltshire Blvd	0.1092	LOT TYPE A	10/02/15	$1,126.06	$1,126.06	$0.00	$535.30	$535.30	$0.00				1/1/2017	0	$0.00	$0.00
631535	RESIDENTIAL	8A	A	18	608 Wiltshire Blvd	0.1092	LOT TYPE A	03/03/15	$1,126.06	$1,126.06	$0.00	$496.60	$496.60	$0.00				1/1/2017	0	$0.00	$0.00
631536	RESIDENTIAL	8A	A	19	604 Wiltshire Blvd	0.1096	LOT TYPE A	01/15/15	$1,126.06	$1,126.06	$0.00	$487.23	$487.23	$0.00				1/1/2017	0	$0.00	$0.00
631537	RESIDENTIAL	8A	A	20	600 Wiltshire Blvd	0.3215	LOT TYPE B	05/26/16	$1,914.29	$1,914.29	$0.00	$983.54	$983.54	$0.00				1/1/2017	0	$0.00	$0.00
631538	RESIDENTIAL	8A	A	21	532 Wiltshire Blvd	0.2586	LOT TYPE B	07/13/15	$1,914.29	$1,914.29	$0.00	$885.11	$885.11	$0.00				1/1/2017	0	$0.00	$0.00
631539	RESIDENTIAL	8A	A	23	524 Wiltshire Blvd	0.1285	LOT TYPE B	07/13/15	$1,914.29	$1,914.29	$0.00	$885.11	$885.11	$0.00				1/1/2017	0	$0.00	$0.00
631540	RESIDENTIAL	8A	A	24	520 Wiltshire Blvd	0.1285	LOT TYPE B	05/21/15	$1,914.29	$1,914.29	$0.00	$868.75	$868.75	$0.00				1/1/2017	0	$0.00	$0.00
631541	RESIDENTIAL	8A	A	25	516 Wiltshire Blvd	0.1285	LOT TYPE B	06/03/15	$1,914.29	$1,914.29	$0.00	$872.52	$872.52	$0.00				1/1/2017	0	$0.00	$0.00
631542	RESIDENTIAL	8A	A	26	512 Wiltshire Blvd	0.1285	LOT TYPE B	03/23/15	$1,914.29	$1,914.29	$0.00	$850.49	$850.49	$0.00				1/1/2017	0	$0.00	$0.00
631543	RESIDENTIAL	8A	A	27	508 Wiltshire Blvd	0.1285	LOT TYPE B	06/17/15	$1,914.29	$1,914.29	$0.00	$876.93	$876.93	$0.00				1/1/2017	0	$0.00	$0.00
631544	RESIDENTIAL	8A	A	28	504 Wiltshire Blvd	0.1291	LOT TYPE B	09/11/15	$1,914.29	$1,914.29	$0.00	$903.37	$903.37	$0.00				1/1/2017	0	$0.00	$0.00
631545	RESIDENTIAL	8A	A	29	500 Wiltshire Blvd	0.3235	LOT TYPE B	05/23/16	$1,914.29	$1,914.29	$0.00	$982.60	$982.60	$0.00				1/1/2017	0	$0.00	$0.00
631546	RESIDENTIAL	8A	A	30	432 Wiltshire Blvd	0.1097	LOT TYPE A	01/15/16	$1,126.06	$1,126.06	$0.00	$554.23	$554.23	$0.00				1/1/2017	0	$0.00	$0.00
631547	RESIDENTIAL	8A	A	31	428 Wiltshire Blvd	0.1092	LOT TYPE A	03/31/16	$1,126.06	$1,126.06	$0.00	$568.41	$568.41	$0.00				1/1/2017	0	$0.00	$0.00
631548	RESIDENTIAL	8A	A	32	424 Wiltshire Blvd	0.1092	LOT TYPE A	05/04/16	$1,126.06	$1,126.06	$0.00	$574.51	$574.51	$0.00				1/1/2017	0	$0.00	$0.00
631549	RESIDENTIAL	8A	A	33	420 Wiltshire Blvd	0.1092	LOT TYPE A	02/25/16	$1,126.06	$1,126.06	$0.00	$561.76	$561.76	$0.00				1/1/2017	0	$0.00	$0.00
631550	RESIDENTIAL	8A	A	34	416 Wiltshire Blvd	0.1092	LOT TYPE A	02/09/16	$1,126.06	$1,126.06	$0.00	$558.80	$558.80	$0.00				1/1/2017	0	$0.00	$0.00
631551	RESIDENTIAL	8A	A	35	412 Wiltshire Blvd	0.1092	LOT TYPE A	11/12/15	$1,126.06	$1,126.06	$0.00	$542.70	$542.70	$0.00				1/1/2017	0	$0.00	$0.00
631552	RESIDENTIAL	8A	A	37	404 Wiltshire Blvd	0.1092	LOT TYPE A	01/15/16	$1,126.06	$1,126.06	$0.00	$554.23	$554.23	$0.00				1/1/2017	0	$0.00	$0.00
631553	RESIDENTIAL	8A	A	38	400 Wiltshire Blvd	0.1092	LOT TYPE A	04/25/16	$1,126.06	$1,126.06	$0.00	$572.85	$572.85	$0.00				1/1/2017	0	$0.00	$0.00
631554	RESIDENTIAL	8A	A	39	320 Wiltshire Blvd	0.1092	LOT TYPE A	05/05/16	$1,126.06	$1,126.06	$0.00	$574.69	$574.69	$0.00				1/1/2017	0	$0.00	$0.00
631555	RESIDENTIAL	8A	A	40	316 Wiltshire Blvd	0.1092	LOT TYPE A	03/16/16	$1,126.06	$1,126.06	$0.00	$565.64	$565.64	$0.00				1/1/2017	0	$0.00	$0.00
631556	RESIDENTIAL	8A	A	41	312 Wiltshire Blvd	0.1092	LOT TYPE A	02/25/16	$1,126.06	$1,126.06	$0.00	$561.76	$561.76	$0.00				1/1/2017	0	$0.00	$0.00
631557	RESIDENTIAL	8A	A	42	308 Wiltshire Blvd	0.1092	LOT TYPE A	02/25/16	$1,126.06	$1,126.06	$0.00	$561.76	$561.76	$0.00				1/1/2017	0	$0.00	$0.00
631558	RESIDENTIAL	8A	A	43	304 Wiltshire Blvd	0.1092	LOT TYPE A	02/25/16	$1,126.06	$1,126.06	$0.00	$561.76	$561.76	$0.00				1/1/2017	0	$0.00	$0.00
631559	RESIDENTIAL	8A	A	44	300 Wiltshire Blvd	0.1165	LOT TYPE B	02/05/16	$1,914.29	$1,914.29	$0.00	$948.67	$948.67	$0.00				1/1/2017	0	$0.00	$0.00
631560	RESIDENTIAL	8A	A	45	216 Wiltshire Blvd	0.1092	LOT TYPE A	03/31/16	$1,126.06	$1,126.06	$0.00	$568.41	$568.41	$0.00				1/1/2017	0	$0.00	$0.00
631561	RESIDENTIAL	8A	A	46	212 Wiltshire Blvd	0.1092	LOT TYPE A	05/09/16	$1,126.06	$1,126.06	$0.00	$575.43	$575.43	$0.00				1/1/2017	0	$0.00	$0.00
631562	RESIDENTIAL	8A	A	47	208 Wiltshire Blvd	0.1092	LOT TYPE A	02/09/16	$1,126.06	$1,126.06	$0.00	$558.80	$558.80	$0.00				1/1/2017	0	$0.00	$0.00
631563	RESIDENTIAL	8A	A	48	204 Wiltshire Blvd	0.1092	LOT TYPE A	02/25/16	$1,126.06	$1,126.06	$0.00	$561.76	$561.76	$0.00				1/1/2017	0	$0.00	$0.00
631564	RESIDENTIAL	8A	A	49	200 Wiltshire Blvd	0.1092	LOT TYPE A	01/25/16	$1,126.06	$1,126.06	$0.00	$556.08	$556.08	$0.00				1/1/2017	0	$0.00	$0.00
631565	RESIDENTIAL	8A	B	1	612 Highwood Trl	0.1416	LOT TYPE B	12/02/14	$1,914.29	$1,914.29	$0.00	$815.49	$815.49	$0.00				1/1/2017	0	$0.00	$0.00
631566	RESIDENTIAL	8A	B	2	608 Highwood Trl	0.1054	LOT TYPE A	03/23/15	$1,126.06	$1,126.06	$0.00	$500.30	$500.30	$0.00				1/1/2017	0	$0.00	$0.00
631567	RESIDENTIAL	8A	B	3	604 Highwood Trl	0.1054	LOT TYPE A	06/05/15	$1,126.06	$1,126.06	$0.00	$513.63	$513.63	$0.00				1/1/2017	0	$0.00	$0.00
631568	RESIDENTIAL	8A	B	4	600 Highwood Trl	0.1054	LOT TYPE A	04/23/15	$1,126.06	$1,126.06	$0.00	$505.86	$505.86	$0.00				1/1/2017	0	$0.00	$0.00
631569	RESIDENTIAL	8A	B	5	520 Highwood Trl	0.1054	LOT TYPE A	12/16/15	$1,126.06	$1,126.06	$0.00	$549.00	$549.00	$0.00				1/1/2017	0	$0.00	$0.00
631570	RESIDENTIAL	8A	B	6	516 Highwood Trl	0.1054	LOT TYPE A	12/29/14	$1,126.06	$1,126.06	$0.00	$484.74	$484.74	$0.00				1/1/2017	0	$0.00	$0.00
631571	RESIDENTIAL	8A	B	7	512 Highwood Trl	0.1054	LOT TYPE A	12/29/14	$1,126.06	$1,126.06	$0.00	$484.74	$484.74	$0.00				1/1/2017	0	$0.00	$0.00
631572	RESIDENTIAL	8A	B	8	508 Highwood Trl	0.1054	LOT TYPE A	12/29/14	$1,126.06	$1,126.06	$0.00	$484.74	$484.74	$0.00				1/1/2017	0	$0.00	$0.00
631573	RESIDENTIAL	8A	B	9	504 Highwood Trl	0.1057	LOT TYPE A	12/08/14	$1,126.06	$1,126.06	$0.00	$480.83	$480.83	$0.00				1/1/2017	0	$0.00	$0.00
631574	RESIDENTIAL	8A	B	10	500 Highwood Trl	0.1197	LOT TYPE B	04/23/15	$1,914.29	$1,914.29	$0.00	$859.93	$859.93	$0.00				1/1/2017	0	$0.00	$0.00
631575	RESIDENTIAL	8A	B	11	501 Palamedes St	0.1253	LOT TYPE B	05/21/15	$1,914.29	$1,914.29	$0.00	$868.75	$868.75	$0.00				1/1/2017	0	$0.00	$0.00
631576	RESIDENTIAL	8A	B	12	505 Palamedes St	0.1090	LOT TYPE A	07/13/15	$1,126.06	$1,126.06	$0.00	$520.67	$520.67	$0.00				1/1/2017	0	$0.00	$0.00
631577	RESIDENTIAL	8A	B	13	509 Palamedes St	0.1093	LOT TYPE A	11/03/15	$1,126.06	$1,126.06	$0.00	$541.04	$541.04	$0.00				1/1/2017	0	$0.00	$0.00
631578	RESIDENTIAL	8A	B	14	513 Palamedes St	0.1093	LOT TYPE A	04/23/15	$1,126.06	$1,126.06	$0.00	$505.86	$505.86	$0.00				1/1/2017	0	$0.00	$0.00
631579	RESIDENTIAL	8A	B	15	517 Palamedes St	0.1093	LOT TYPE A	01/26/15	$1,126.06	$1,126.06	$0.00	$489.26	$489.26	$0.00				1/1/2017	0	$0.00	$0.00
631580	RESIDENTIAL	8A	B	16	521 Palamedes St	0.1060	LOT TYPE A	05/29/15	$1,126.06	$1,126.06	$0.00	$512.52	$512.52	$0.00				1/1/2017	0	$0.00	$0.00
631581	RESIDENTIAL	8A	B	17	525 Palamedes St	0.1054	LOT TYPE A	11/18/14	$1,126.06	$1,126.06	$0.00	$477.10	$477.10	$0.00				1/1/2017	0	$0.00	$0.00
631582	RESIDENTIAL	8A	B	18	529 Palamedes St	0.1054	LOT TYPE A	11/20/14	$1,126.06	$1,126.06	$0.00	$477.47	$477.47	$0.00				1/1/2017	0	$0.00	$0.00
631583	RESIDENTIAL	8A	B	19	533 Palamedes St	0.2011	LOT TYPE B	05/05/16	$1,914.29	$1,914.29	$0.00	$976.94	$976.94	$0.00				1/1/2017	0	$0.00	$0.00
631584	RESIDENTIAL	8A	C	1	520 Palamedes St	0.2353	LOT TYPE B	01/26/15	$1,914.29	$1,914.29	$0.00	$831.73	$831.73	$0.00				1/1/2017	0	$0.00	$0.00
631585	RESIDENTIAL	8A	C	2	516 Palamedes St	0.1077	LOT TYPE A	01/26/15	$1,126.06	$1,126.06	$0.00	$489.26	$489.26	$0.00				1/1/2017	0	$0.00	$0.00
631586	RESIDENTIAL	8A	C	3	512 Palamedes St	0.1077	LOT TYPE A	11/20/14	$1,126.06	$1,126.06	$0.00	$477.47	$477.47	$0.00				1/1/2017	0	$0.00	$0.00
631587	RESIDENTIAL	8A	C	4	508 Palamedes St	0.1077	LOT TYPE A	08/18/15	$1,126.06	$1,126.06	$0.00	$527.15	$527.15	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
631588	RESIDENTIAL	8A	C	5	504 Palamedes St	0.1077	LOT TYPE A	02/25/15	$1,126.06	$1,126.06	$0.00	$495.12	$495.12	$0.00				1/1/2017	0	$0.00	$0.00
631589	RESIDENTIAL	8A	C	6	500 Palamedes St	0.1077	LOT TYPE A	12/18/15	$1,126.06	$1,126.06	$0.00	$549.37	$549.37	$0.00				1/1/2017	0	$0.00	$0.00
631590	RESIDENTIAL	8A	C	7	428 Palamedes St	0.1077	LOT TYPE A	07/13/15	$1,126.06	$1,126.06	$0.00	$520.67	$520.67	$0.00				1/1/2017	0	$0.00	$0.00
631591	RESIDENTIAL	8A	C	8	424 Palamedes St	0.1077	LOT TYPE A	03/03/15	$1,126.06	$1,126.06	$0.00	$496.60	$496.60	$0.00				1/1/2017	0	$0.00	$0.00
631592	RESIDENTIAL	8A	C	9	420 Palamedes St	0.1077	LOT TYPE A	07/29/15	$1,126.06	$1,126.06	$0.00	$523.63	$523.63	$0.00				1/1/2017	0	$0.00	$0.00
631593	RESIDENTIAL	8A	C	10	416 Palamedes St	0.1077	LOT TYPE A	12/01/14	$1,126.06	$1,126.06	$0.00	$479.52	$479.52	$0.00				1/1/2017	0	$0.00	$0.00
631594	RESIDENTIAL	8A	C	11	412 Palamedes St	0.1077	LOT TYPE A	05/29/15	$1,126.06	$1,126.06	$0.00	$512.52	$512.52	$0.00				1/1/2017	0	$0.00	$0.00
631595	RESIDENTIAL	8A	C	12	408 Palamedes St	0.1077	LOT TYPE A	09/02/15	$1,126.06	$1,126.06	$0.00	$529.74	$529.74	$0.00				1/1/2017	0	$0.00	$0.00
631596	RESIDENTIAL	8A	C	13	404 Palamedes St	0.1077	LOT TYPE A	05/26/16	$1,126.06	$1,126.06	$0.00	$578.57	$578.57	$0.00				1/1/2017	0	$0.00	$0.00
631597	RESIDENTIAL	8A	C	14	400 Palamedes St	0.1077	LOT TYPE A	09/20/16	$1,126.06	$1,126.06	$0.00	$599.64	$599.64	$0.00				1/1/2017	0	$0.00	$0.00
631598	RESIDENTIAL	8A	C	15	324 Palamedes St	0.1077	LOT TYPE A	10/15/15	$1,126.06	$1,126.06	$0.00	$537.70	$537.70	$0.00				1/1/2017	0	$0.00	$0.00
631599	RESIDENTIAL	8A	C	16	320 Palamedes St	0.1077	LOT TYPE A	07/29/15	$1,126.06	$1,126.06	$0.00	$523.63	$523.63	$0.00				1/1/2017	0	$0.00	$0.00
631600	RESIDENTIAL	8A	C	17	300 Palamedes St	0.2439	LOT TYPE B	06/02/16	$1,914.29	$1,914.29	$0.00	$985.42	$985.42	$0.00				1/1/2017	0	$0.00	$0.00
631601	RESIDENTIAL	8A	C	18	501 Wiltshire Blvd	0.3187	LOT TYPE B	06/29/16	$1,914.29	$1,914.29	$0.00	$993.91	$993.91	$0.00				1/1/2017	0	$0.00	$0.00
631602	RESIDENTIAL	8A	C	19	505 Wiltshire Blvd	0.1202	LOT TYPE B	10/23/15	$1,914.29	$1,914.29	$0.00	$916.59	$916.59	$0.00				1/1/2017	0	$0.00	$0.00
631603	RESIDENTIAL	8A	C	20	509 Wiltshire Blvd	0.1208	LOT TYPE B	08/30/16	$1,914.29	$1,914.29	$0.00	$1,013.07	$1,013.07	$0.00				1/1/2017	0	$0.00	$0.00
631604	RESIDENTIAL	8A	C	21	513 Wiltshire Blvd	0.1212	LOT TYPE B	11/20/14	$1,914.29	$1,914.29	$0.00	$811.68	$811.68	$0.00				1/1/2017	0	$0.00	$0.00
631605	RESIDENTIAL	8A	C	22	517 Wiltshire Blvd	0.1196	LOT TYPE B	05/21/15	$1,914.29	$1,914.29	$0.00	$868.75	$868.75	$0.00				1/1/2017	0	$0.00	$0.00
631606	RESIDENTIAL	8A	C	23	521 Wiltshire Blvd	0.1400	LOT TYPE B	01/16/17	$1,914.29	$1,914.29	$0.00	$1,168.67	$1,168.67	$0.00				1/1/2017	0	$0.00	$0.00
631607	RESIDENTIAL	8A	C	24	525 Wiltshire Blvd	0.1448	LOT TYPE B	10/30/15	$1,914.29	$1,914.29	$0.00	$918.79	$918.79	$0.00				1/1/2017	0	$0.00	$0.00
631608	RESIDENTIAL	8A	C	25	529 Wiltshire Blvd	0.1897	LOT TYPE B	10/26/16	$1,914.29	$1,914.29	$0.00	$1,030.66	$1,030.66	$0.00				1/1/2017	0	$0.00	$0.00
631609	RESIDENTIAL	8A	C	26	533 Wiltshire Blvd	0.5527	LOT TYPE B	03/23/16	$1,914.29	$1,914.29	$0.00	$963.75	$963.75	$0.00				1/1/2017	0	$0.00	$0.00
631610	RESIDENTIAL	8A	D	1	420 Highwood Trl	0.1197	LOT TYPE B	11/16/16	$1,914.29	$1,914.29	$0.00	$1,036.94	$1,036.94	$0.00				1/1/2017	0	$0.00	$0.00
631611	RESIDENTIAL	8A	D	2	416 Highwood Trl	0.1073	LOT TYPE A	06/09/16	$1,126.06	$1,126.06	$0.00	$580.98	$580.98	$0.00				1/1/2017	0	$0.00	$0.00
631612	RESIDENTIAL	8A	D	3	412 Highwood Trl	0.1073	LOT TYPE A	07/07/16	$1,126.06	$1,126.06	$0.00	$586.15	$586.15	$0.00				1/1/2017	0	$0.00	$0.00
631613	RESIDENTIAL	8A	D	4	408 Highwood Trl	0.1073	LOT TYPE A	05/05/16	$1,126.06	$1,126.06	$0.00	$574.69	$574.69	$0.00				1/1/2017	0	$0.00	$0.00
631614	RESIDENTIAL	8A	D	5	404 Highwood Trl	0.1073	LOT TYPE A	08/10/16	$1,126.06	$1,126.06	$0.00	$592.25	$592.25	$0.00				1/1/2017	0	$0.00	$0.00
631615	RESIDENTIAL	8A	D	6	400 Highwood Trl	0.1073	LOT TYPE A	10/14/16	$1,126.06	$1,126.06	$0.00	$604.07	$604.07	$0.00				1/1/2017	0	$0.00	$0.00
631616	RESIDENTIAL	8A	D	7	324 Highwood Trl	0.1073	LOT TYPE A	11/15/16	$1,126.06	$1,126.06	$0.00	$609.80	$609.80	$0.00				1/1/2017	0	$0.00	$0.00
631617	RESIDENTIAL	8A	D	8	320 Highwood Trl	0.1073	LOT TYPE A	08/01/16	$1,126.06	$1,126.06	$0.00	$590.58	$590.58	$0.00				1/1/2017	0	$0.00	$0.00
631618	RESIDENTIAL	8A	D	9	316 Highwood Trl	0.1073	LOT TYPE A	02/09/16	$1,126.06	$1,126.06	$0.00	$558.80	$558.80	$0.00				1/1/2017	0	$0.00	$0.00
631619	RESIDENTIAL	8A	D	10	312 Highwood Trl	0.1073	LOT TYPE A	09/19/16	$1,126.06	$1,126.06	$0.00	$599.45	$599.45	$0.00				1/1/2017	0	$0.00	$0.00
631620	RESIDENTIAL	8A	D	11	308 Highwood Trl	0.1073	LOT TYPE A	08/16/16	$1,126.06	$1,126.06	$0.00	$593.36	$593.36	$0.00				1/1/2017	0	$0.00	$0.00
631621	RESIDENTIAL	8A	D	12	304 Highwood Trl	0.1073	LOT TYPE A	07/07/16	$1,126.06	$1,126.06	$0.00	$586.15	$586.15	$0.00				1/1/2017	0	$0.00	$0.00
631622	RESIDENTIAL	8A	D	13	300 Highwood Trl	0.1073	LOT TYPE A	02/08/16	$1,126.06	$1,126.06	$0.00	$558.62	$558.62	$0.00				1/1/2017	0	$0.00	$0.00
631623	RESIDENTIAL	8A	D	14	212 Highwood Trl	0.1073	LOT TYPE A	02/08/16	$1,126.06	$1,126.06	$0.00	$558.62	$558.62	$0.00				1/1/2017	0	$0.00	$0.00
631624	RESIDENTIAL	8A	D	15	208 Highwood Trl	0.1073	LOT TYPE A	02/09/16	$1,126.06	$1,126.06	$0.00	$558.80	$558.80	$0.00				1/1/2017	0	$0.00	$0.00
631625	RESIDENTIAL	8A	D	16	204 Highwood Trl	0.1073	LOT TYPE A	02/09/16	$1,126.06	$1,126.06	$0.00	$558.80	$558.80	$0.00				1/1/2017	0	$0.00	$0.00
631626	RESIDENTIAL	8A	D	17	200 Highwood Trl	0.2291	LOT TYPE B	05/09/16	$1,914.29	$1,914.29	$0.00	$978.20	$978.20	$0.00				1/1/2017	0	$0.00	$0.00
631627	RESIDENTIAL	8A	D	18	301 Palamedes St	0.2575	LOT TYPE B	08/04/16	$1,914.29	$1,914.29	$0.00	$1,004.90	$1,004.90	$0.00				1/1/2017	0	$0.00	$0.00
631628	RESIDENTIAL	8A	D	19	305 Palamedes St	0.1104	LOT TYPE A	02/08/16	$1,126.06	$1,126.06	$0.00	$558.62	$558.62	$0.00				1/1/2017	0	$0.00	$0.00
631629	RESIDENTIAL	8A	D	20	309 Palamedes St	0.1054	LOT TYPE A	04/05/16	$1,126.06	$1,126.06	$0.00	$569.15	$569.15	$0.00				1/1/2017	0	$0.00	$0.00
631630	RESIDENTIAL	8A	D	21	313 Palamedes St	0.1056	LOT TYPE A	02/08/16	$1,126.06	$1,126.06	$0.00	$558.62	$558.62	$0.00				1/1/2017	0	$0.00	$0.00
631631	RESIDENTIAL	8A	D	22	317 Palamedes St	0.1106	LOT TYPE A	02/13/17	$1,126.06	$1,126.06	$0.00	$626.05	$626.05	$0.00				1/1/2017	0	$0.00	$0.00
631632	RESIDENTIAL	8A	D	23	321 Palamedes St	0.1106	LOT TYPE A	10/17/16	$1,126.06	$1,126.06	$0.00	$604.63	$604.63	$0.00				1/1/2017	0	$0.00	$0.00
631633	RESIDENTIAL	8A	D	24	325 Palamedes St	0.1106	LOT TYPE A	08/01/16	$1,126.06	$1,126.06	$0.00	$590.58	$590.58	$0.00				1/1/2017	0	$0.00	$0.00
631634	RESIDENTIAL	8A	D	25	401 Palamedes St	0.1106	LOT TYPE A	04/05/16	$1,126.06	$1,126.06	$0.00	$569.15	$569.15	$0.00				1/1/2017	0	$0.00	$0.00
631635	RESIDENTIAL	8A	D	26	405 Palamedes St	0.1106	LOT TYPE A	03/24/16	$1,126.06	$1,126.06	$0.00	$567.12	$567.12	$0.00				1/1/2017	0	$0.00	$0.00
631636	RESIDENTIAL	8A	D	27	409 Palamedes St	0.1106	LOT TYPE A	05/13/16	$1,126.06	$1,126.06	$0.00	$576.17	$576.17	$0.00				1/1/2017	0	$0.00	$0.00
631637	RESIDENTIAL	8A	D	28	413 Palamedes St	0.1106	LOT TYPE A	02/08/17	$1,126.06	$1,126.06	$0.00	$625.12	$625.12	$0.00				1/1/2017	0	$0.00	$0.00
631638	RESIDENTIAL	8A	D	29	417 Palamedes St	0.1106	LOT TYPE A	03/13/17	$1,126.06	$1,126.06	$0.00	$631.58	$631.58	$0.00				1/1/2017	0	$0.00	$0.00
631639	RESIDENTIAL	8A	D	30	421 Palamedes St	0.1106	LOT TYPE A	06/23/16	$1,126.06	$1,126.06	$0.00	$583.56	$583.56	$0.00				1/1/2017	0	$0.00	$0.00
631640	RESIDENTIAL	8A	D	31	425 Palamedes St	0.1255	LOT TYPE B	02/27/17	$1,914.29	$1,914.29	$0.00	$1,068.64	$1,068.64	$0.00				1/1/2017	0	$0.00	$0.00
631641	RESIDENTIAL	8A	E	1	116 Wiltshire Blvd	0.3721	LOT TYPE B	09/10/15	$1,914.29	$1,914.29	$0.00	$903.06	$903.06	$0.00				1/1/2017	0	$0.00	$0.00
631642	RESIDENTIAL	8A	E	2	112 Wiltshire Blvd	0.2908	LOT TYPE B	04/11/17	$1,914.29	$1,914.29	$0.00	$1,082.44	$1,082.44	$0.00				1/1/2017	0	$0.00	$0.00
631643	RESIDENTIAL	8A	E	3	108 Wiltshire Blvd	0.2170	LOT TYPE B	06/17/16	$1,914.29	$1,914.29	$0.00	$990.14	$990.14	$0.00				1/1/2017	0	$0.00	$0.00
631644	RESIDENTIAL	8A	E	4	104 Wiltshire Blvd	0.2118	LOT TYPE B	04/14/15	$1,914.29	$1,914.29	($0.00)	$857.10	$857.10	$0.00				1/1/2017	0	$0.00	$0.00
631645	RESIDENTIAL	8A	E	5	100 Wiltshire Blvd	0.2543	LOT TYPE B	01/20/17	$1,914.29	$1,914.29	$0.00	$1,169.92	$1,169.92	$0.00				1/1/2017	0	$0.00	$0.00
631652	RESIDENTIAL	8A	E	6	101 Warwick Blvd	0.1686	LOT TYPE B	02/25/15	$1,914.29	$1,914.29	$0.00	$841.68	$841.68	$0.00				1/1/2017	0	$0.00	$0.00
631653	RESIDENTIAL	8A	E	7	105 Warwick Blvd	0.2547	LOT TYPE B	05/02/16	$1,914.29	$1,914.29	$0.00	$976.00	$976.00	$0.00				1/1/2017	0	$0.00	$0.00
631654	RESIDENTIAL	8A	E	8	109 Warwick Blvd	0.2506	LOT TYPE B	03/20/15	$1,914.29	$1,914.29	$0.00	$849.55	$849.55	$0.00				1/1/2017	0	$0.00	$0.00
631655	RESIDENTIAL	8A	E	10	117 Warwick Blvd	0.2838	LOT TYPE B	02/11/15	$1,914.29	$1,914.29	$0.00	$837.27	$837.27	$0.00				1/1/2017	0	$0.00	$0.00
631656	RESIDENTIAL	8A	E	11	121 Warwick Blvd	0.3814	LOT TYPE B	03/03/16	$1,914.29	$1,914.29	$0.00	$957.47	$957.47	$0.00				1/1/2017	0	$0.00	$0.00
631657	RESIDENTIAL	8A	E	12	125 Warwick Blvd	0.4734	LOT TYPE B	05/04/15	$1,914.29	$1,914.29	$0.00	$863.40	$863.40	$0.00				1/1/2017	0	$0.00	$0.00
631658	RESIDENTIAL	8A	E	13	129 Warwick Blvd	0.1332	LOT TYPE B	03/16/15	$1,914.29	$1,914.29	$0.00	$848.29	$848.29	$0.00				1/1/2017	0	$0.00	$0.00
631659	RESIDENTIAL	8A	E	14	133 Warwick Blvd	0.1332	LOT TYPE B	01/26/15	$1,914.29	$1,914.29	$0.00	$831.73	$831.73	$0.00				1/1/2017	0	$0.00	$0.00
631660	RESIDENTIAL	8A	E	15	201 Warwick Blvd	0.1332	LOT TYPE B	03/24/16	$1,914.29	$1,914.29	$0.00	$964.06	$964.06	$0.00				1/1/2017	0	$0.00	$0.00
631661	RESIDENTIAL	8A	E	16	205 Warwick Blvd	0.1332	LOT TYPE B	04/23/15	$1,914.29	$1,914.29	$0.00	$859.93	$859.93	$0.00				1/1/2017	0	$0.00	$0.00
631662	RESIDENTIAL	8A	E	17	209 Warwick Blvd	0.1332	LOT TYPE B	03/16/15	$1,914.29	$1,914.29	$0.00	$848.29	$848.29	$0.00				1/1/2017	0	$0.00	$0.00
631663	RESIDENTIAL	8A	E	18	213 Warwick Blvd	0.1332	LOT TYPE B	07/29/15	$1,914.29	$1,914.29	$0.00	$890.15	$890.15	$0.00				1/1/2017	0	$0.00	$0.00
631664	RESIDENTIAL	8A	E	19	217 Warwick Blvd	0.1332	LOT TYPE B	07/13/15	$1,914.29	$1,914.29	$0.00	$885.11	$885.11	$0.00				1/1/2017	0	$0.00	$0.00
631665	RESIDENTIAL	8A	E	20	221 Warwick Blvd	0.1332	LOT TYPE B	04/14/15	$1,914.29	$1,914.29	$0.00	$857.10	$857.10	$0.00				1/1/2017	0	$0.00	$0.00
631666	RESIDENTIAL	8A	E	21	301 Warwick Blvd	0.1332	LOT TYPE B	04/08/15	$1,914.29	$1,914.29	$0.00	$855.21	$855.21	$0.00				1/1/2017	0	$0.00	$0.00
631667	RESIDENTIAL	8A	E	22	305 Warwick Blvd	0.1332	LOT TYPE B	06/17/15	$1,914.29	$1,914.29	$0.00	$876.93	$876.93	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
631668	RESIDENTIAL	8A	E	23	309 Warwick Blvd	0.1332	LOT TYPE B	12/16/15	$1,914.29	$1,914.29	$0.00	$933.27	$933.27	$0.00				1/1/2017	0	$0.00	$0.00
631670	RESIDENTIAL	8A	E	25	317 Warwick Blvd	0.1332	LOT TYPE B	07/22/16	$1,914.29	$1,914.29	$0.00	$1,001.13	$1,001.13	$0.00				1/1/2017	0	$0.00	$0.00
631671	RESIDENTIAL	8A	E	26	321 Warwick Blvd	0.1332	LOT TYPE B	07/22/16	$1,914.29	$1,914.29	$0.00	$1,001.13	$1,001.13	$0.00				1/1/2017	0	$0.00	$0.00
631727	RESIDENTIAL	8A	F	1	5116 Kadin Ln	0.1480	LOT TYPE B	03/09/15	$1,914.29	$1,914.29	$0.00	$846.08	$846.08	$0.00				1/1/2017	0	$0.00	$0.00
631728	RESIDENTIAL	8A	F	2	5112 Kadin Ln	0.1332	LOT TYPE B	11/18/14	$1,914.29	$1,914.29	$0.00	$811.05	$811.05	$0.00				1/1/2017	0	$0.00	$0.00
631729	RESIDENTIAL	8A	F	3	5108 Kadin Ln	0.1332	LOT TYPE B	07/13/15	$1,914.29	$1,914.29	$0.00	$885.11	$885.11	$0.00				1/1/2017	0	$0.00	$0.00
631730	RESIDENTIAL	8A	F	4	5104 Kadin Ln	0.1332	LOT TYPE B	01/26/15	$1,914.29	$1,914.29	$0.00	$831.73	$831.73	$0.00				1/1/2017	0	$0.00	$0.00
631731	RESIDENTIAL	8A	F	5	5100 Kadin Ln	0.1332	LOT TYPE B	11/20/14	$1,914.29	$1,914.29	$0.00	$811.68	$811.68	$0.00				1/1/2017	0	$0.00	$0.00
631732	RESIDENTIAL	8A	F	6	5020 Kadin Ln	0.1332	LOT TYPE B	03/16/15	$1,914.29	$1,914.29	$0.00	$848.29	$848.29	$0.00				1/1/2017	0	$0.00	$0.00
631733	RESIDENTIAL	8A	F	7	5016 Kadin Ln	0.1332	LOT TYPE B	03/20/15	$1,914.29	$1,914.29	$0.00	$849.55	$849.55	$0.00				1/1/2017	0	$0.00	$0.00
631734	RESIDENTIAL	8A	F	8	5012 Kadin Ln	0.1332	LOT TYPE B	04/08/15	$1,914.29	$1,914.29	$0.00	$855.21	$855.21	$0.00				1/1/2017	0	$0.00	$0.00
631735	RESIDENTIAL	8A	F	9	5008 Kadin Ln	0.1332	LOT TYPE B	07/13/15	$1,914.29	$1,914.29	$0.00	$885.11	$885.11	$0.00				1/1/2017	0	$0.00	$0.00
631736	RESIDENTIAL	8A	F	10	5004 Kadin Ln	0.1802	LOT TYPE B	03/30/15	$1,914.29	$1,914.29	$0.00	$852.69	$852.69	$0.00				1/1/2017	0	$0.00	$0.00
631737	RESIDENTIAL	8A	F	11	5000 Kadin Ln	0.1749	LOT TYPE B	03/23/15	$1,914.29	$1,914.29	$0.00	$850.49	$850.49	$0.00				1/1/2017	0	$0.00	$0.00
631739	RESIDENTIAL	8A	F	13	5001 Joseph St	0.1357	LOT TYPE B	03/30/15	$1,914.29	$1,914.29	$0.00	$852.69	$852.69	$0.00				1/1/2017	0	$0.00	$0.00
631740	RESIDENTIAL	8A	F	14	5005 Joseph St	0.1401	LOT TYPE B	05/08/15	$1,914.29	$1,914.29	$0.00	$864.65	$864.65	$0.00				1/1/2017	0	$0.00	$0.00
631741	RESIDENTIAL	8A	F	15	5009 Joseph St	0.1693	LOT TYPE B	07/13/15	$1,914.29	$1,914.29	$0.00	$885.11	$885.11	$0.00				1/1/2017	0	$0.00	$0.00
631742	RESIDENTIAL	8A	F	16	5013 Joseph St	0.1374	LOT TYPE B	11/18/14	$1,914.29	$1,914.29	$0.00	$811.05	$811.05	$0.00				1/1/2017	0	$0.00	$0.00
631743	RESIDENTIAL	8A	F	17	5017 Joseph St	0.1332	LOT TYPE B	03/30/15	$1,914.29	$1,914.29	$0.00	$852.69	$852.69	$0.00				1/1/2017	0	$0.00	$0.00
631744	RESIDENTIAL	8A	F	18	5021 Joseph St	0.1332	LOT TYPE B	03/09/15	$1,914.29	$1,914.29	$0.00	$846.08	$846.08	$0.00				1/1/2017	0	$0.00	$0.00
631745	RESIDENTIAL	8A	F	19	5025 Joseph St	0.1332	LOT TYPE B	01/11/16	$1,914.29	$1,914.29	$0.00	$940.91	$940.91	$0.00				1/1/2017	0	$0.00	$0.00
631746	RESIDENTIAL	8A	F	20	5101 Joseph St	0.1332	LOT TYPE B	01/15/16	$1,914.29	$1,914.29	$0.00	$942.16	$942.16	$0.00				1/1/2017	0	$0.00	$0.00
631747	RESIDENTIAL	8A	F	21	5105 Joseph St	0.1332	LOT TYPE B	03/30/15	$1,914.29	$1,914.29	$0.00	$852.69	$852.69	$0.00				1/1/2017	0	$0.00	$0.00
631748	RESIDENTIAL	8A	F	22	5109 Joseph St	0.1332	LOT TYPE B	03/03/15	$1,914.29	$1,914.29	$0.00	$844.20	$844.20	$0.00				1/1/2017	0	$0.00	$0.00
631749	RESIDENTIAL	8A	F	23	5113 Joseph St	0.1332	LOT TYPE B	11/15/16	$1,914.29	$1,914.29	$0.00	$1,036.63	$1,036.63	$0.00				1/1/2017	0	$0.00	$0.00
631750	RESIDENTIAL	8A	F	24	5117 Joseph St	0.1480	LOT TYPE B	07/13/15	$1,914.29	$1,914.29	$0.00	$885.11	$885.11	$0.00				1/1/2017	0	$0.00	$0.00
631751	RESIDENTIAL	8A	G	1	301 Winehart St	0.2052	LOT TYPE B	12/16/15	$1,914.29	$1,914.29	$0.00	$933.27	$933.27	$0.00				1/1/2017	0	$0.00	$0.00
631752	RESIDENTIAL	8A	G	2	305 Winehart St	0.1332	LOT TYPE B	03/30/15	$1,914.29	$1,914.29	$0.00	$852.69	$852.69	$0.00				1/1/2017	0	$0.00	$0.00
631753	RESIDENTIAL	8A	G	3	309 Winehart St	0.1332	LOT TYPE B	02/23/16	$1,914.29	$1,914.29	$0.00	$954.32	$954.32	$0.00				1/1/2017	0	$0.00	$0.00
631754	RESIDENTIAL	8A	G	4	313 Winehart St	0.1332	LOT TYPE B	03/29/17	$1,914.29	$1,914.29	$0.00	$1,078.67	$1,078.67	$0.00				1/1/2017	0	$0.00	$0.00
631755	RESIDENTIAL	8A	G	5	401 Winehart St	0.1332	LOT TYPE B	12/01/16	$1,914.29	$1,914.29	$0.00	$1,041.65	$1,041.65	$0.00				1/1/2017	0	$0.00	$0.00
631756	RESIDENTIAL	8A	G	6	405 Winehart St	0.1332	LOT TYPE B	11/05/15	$1,914.29	$1,914.29	$0.00	$920.37	$920.37	$0.00				1/1/2017	0	$0.00	$0.00
631757	RESIDENTIAL	8A	G	7	409 Winehart St	0.1332	LOT TYPE B	06/23/15	$1,914.29	$1,914.29	$0.00	$878.82	$878.82	$0.00				1/1/2017	0	$0.00	$0.00
631762	RESIDENTIAL	8A	G	12	404 Warwick Blvd	0.1332	LOT TYPE B	09/16/15	$1,914.29	$1,914.29	$0.00	$904.94	$904.94	$0.00				1/1/2017	0	$0.00	$0.00
631763	RESIDENTIAL	8A	G	13	400 Warwick Blvd	0.1332	LOT TYPE B	08/17/15	$1,914.29	$1,914.29	$0.00	$895.82	$895.82	$0.00				1/1/2017	0	$0.00	$0.00
631764	RESIDENTIAL	8A	G	14	320 Warwick Blvd	0.1332	LOT TYPE B	09/15/15	$1,914.29	$1,914.29	$0.00	$904.63	$904.63	$0.00				1/1/2017	0	$0.00	$0.00
631765	RESIDENTIAL	8A	G	15	316 Warwick Blvd	0.1332	LOT TYPE B	09/15/15	$1,914.29	$1,914.29	$0.00	$904.63	$904.63	$0.00				1/1/2017	0	$0.00	$0.00
631766	RESIDENTIAL	8A	G	16	312 Warwick Blvd	0.1332	LOT TYPE B	06/12/15	$1,914.29	$1,914.29	$0.00	$875.36	$875.36	$0.00				1/1/2017	0	$0.00	$0.00
631767	RESIDENTIAL	8A	G	17	308 Warwick Blvd	0.1332	LOT TYPE B	03/24/15	$1,914.29	$1,914.29	$0.00	$850.81	$850.81	$0.00				1/1/2017	0	$0.00	$0.00
631768	RESIDENTIAL	8A	G	18	300 Warwick Blvd	0.2052	LOT TYPE B	01/26/15	$1,914.29	$1,914.29	$0.00	$831.73	$831.73	$0.00				1/1/2017	0	$0.00	$0.00
631769	RESIDENTIAL	8A	H	1	5024 Joseph St	0.1480	LOT TYPE B	03/09/15	$1,914.29	$1,914.29	$0.00	$846.08	$846.08	$0.00				1/1/2017	0	$0.00	$0.00
631770	RESIDENTIAL	8A	H	2	5020 Joseph St	0.1332	LOT TYPE B	02/24/15	$1,914.29	$1,914.29	$0.00	$841.36	$841.36	$0.00				1/1/2017	0	$0.00	$0.00
631771	RESIDENTIAL	8A	H	3	5016 Joseph St	0.1332	LOT TYPE B	01/26/15	$1,914.29	$1,914.29	$0.00	$831.73	$831.73	$0.00				1/1/2017	0	$0.00	$0.00
631772	RESIDENTIAL	8A	H	4	5012 Joseph St	0.1452	LOT TYPE B	03/16/15	$1,914.29	$1,914.29	$0.00	$848.29	$848.29	$0.00				1/1/2017	0	$0.00	$0.00
631773	RESIDENTIAL	8A	H	5	5008 Joseph St	0.1543	LOT TYPE B	03/30/15	$1,914.29	$1,914.29	$0.00	$852.69	$852.69	$0.00				1/1/2017	0	$0.00	$0.00
631774	RESIDENTIAL	8A	H	6	5004 Joseph St	0.1477	LOT TYPE B	02/24/15	$1,914.29	$1,914.29	$0.00	$841.36	$841.36	$0.00				1/1/2017	0	$0.00	$0.00
631775	RESIDENTIAL	8A	H	7	5000 Joseph St	0.2412	LOT TYPE B	11/16/15	$1,914.29	$1,914.29	$0.00	$923.83	$923.83	$0.00				1/1/2017	0	$0.00	$0.00
631777	RESIDENTIAL	8A	H	9	5001 Amande Ave	0.2023	LOT TYPE B	01/11/16	$1,914.29	$1,914.29	$0.00	$940.91	$940.91	$0.00				1/1/2017	0	$0.00	$0.00
631778	RESIDENTIAL	8A	H	10	5005 Amande Ave	0.1395	LOT TYPE B	12/09/16	$1,914.29	$1,914.29	$0.00	$1,044.17	$1,044.17	$0.00				1/1/2017	0	$0.00	$0.00
631779	RESIDENTIAL	8A	H	11	5009 Amande Ave	0.1492	LOT TYPE B	03/28/16	$1,914.29	$1,914.29	$0.00	$965.32	$965.32	$0.00				1/1/2017	0	$0.00	$0.00
631780	RESIDENTIAL	8A	H	12	5013 Amande Ave	0.1492	LOT TYPE B	06/01/15	$1,914.29	$1,914.29	$0.00	$871.89	$871.89	$0.00				1/1/2017	0	$0.00	$0.00
631781	RESIDENTIAL	8A	H	13	5021 Amande Ave	0.1423	LOT TYPE B	05/20/15	$1,914.29	$1,914.29	$0.00	$868.43	$868.43	$0.00				1/1/2017	0	$0.00	$0.00
631782	RESIDENTIAL	8A	H	14	5025 Amande Ave	0.1332	LOT TYPE B	01/11/16	$1,914.29	$1,914.29	$0.00	$940.91	$940.91	$0.00				1/1/2017	0	$0.00	$0.00
631783	RESIDENTIAL	8A	H	15	5029 Amande Ave	0.1332	LOT TYPE B	06/02/16	$1,914.29	$1,914.29	$0.00	$985.42	$985.42	$0.00				1/1/2017	0	$0.00	$0.00
631784	RESIDENTIAL	8A	H	16	5033 Amande Ave	0.1480	LOT TYPE B	08/17/15	$1,914.29	$1,914.29	$0.00	$895.82	$895.82	$0.00				1/1/2017	0	$0.00	$0.00
631785	RESIDENTIAL	8A	I	1	5032 Amande Ave	0.1480	LOT TYPE B	05/20/15	$1,914.29	$1,914.29	$0.00	$868.43	$868.43	$0.00				1/1/2017	0	$0.00	$0.00
631786	RESIDENTIAL	8A	I	2	5028 Amande Ave	0.1332	LOT TYPE B	10/26/15	$1,914.29	$1,914.29	$0.00	$917.53	$917.53	$0.00				1/1/2017	0	$0.00	$0.00
631787	RESIDENTIAL	8A	I	3	5024 Amande Ave	0.1332	LOT TYPE B	05/21/15	$1,914.29	$1,914.29	$0.00	$868.75	$868.75	$0.00				1/1/2017	0	$0.00	$0.00
631788	RESIDENTIAL	8A	I	4	5020 Amande Ave	0.1401	LOT TYPE B	09/15/15	$1,914.29	$1,914.29	$0.00	$904.63	$904.63	$0.00				1/1/2017	0	$0.00	$0.00
631789	RESIDENTIAL	8A	I	5	5016 Amande Ave	0.1451	LOT TYPE B	05/20/15	$1,914.29	$1,914.29	$0.00	$868.43	$868.43	$0.00				1/1/2017	0	$0.00	$0.00
631790	RESIDENTIAL	8A	I	6	5012 Amande Ave	0.1451	LOT TYPE B	12/15/15	$1,914.29	$1,914.29	$0.00	$932.96	$932.96	$0.00				1/1/2017	0	$0.00	$0.00
631791	RESIDENTIAL	8A	I	7	5008 Amande Ave	0.1451	LOT TYPE B	11/12/15	$1,914.29	$1,914.29	$0.00	$922.57	$922.57	$0.00				1/1/2017	0	$0.00	$0.00
631792	RESIDENTIAL	8A	I	8	5004 Amande Ave	0.1374	LOT TYPE B	08/18/15	$1,914.29	$1,914.29	$0.00	$896.13	$896.13	$0.00				1/1/2017	0	$0.00	$0.00
631793	RESIDENTIAL	8A	I	9	5000 Amande Ave	0.1968	LOT TYPE B	01/04/16	$1,914.29	$1,914.29	$0.00	$938.71	$938.71	$0.00				1/1/2017	0	$0.00	$0.00
631795	RESIDENTIAL	8A	I	11	5001 Del Molin Ave	0.1577	LOT TYPE B	03/04/16	$1,914.29	$1,914.29	$0.00	$957.78	$957.78	$0.00				1/1/2017	0	$0.00	$0.00
631796	RESIDENTIAL	8A	I	12	5005 Del Molin Ave	0.1337	LOT TYPE B	04/25/16	$1,914.29	$1,914.29	$0.00	$973.80	$973.80	$0.00				1/1/2017	0	$0.00	$0.00
631797	RESIDENTIAL	8A	I	13	5009 Del Molin Ave	0.1433	LOT TYPE B	12/18/15	$1,914.29	$1,914.29	$0.00	$933.90	$933.90	$0.00				1/1/2017	0	$0.00	$0.00
631798	RESIDENTIAL	8A	I	14	5013 Del Molin Ave	0.1433	LOT TYPE B	12/15/15	$1,914.29	$1,914.29	$0.00	$932.96	$932.96	$0.00				1/1/2017	0	$0.00	$0.00
631799	RESIDENTIAL	8A	I	15	5017 Del Molin Ave	0.1433	LOT TYPE B	02/23/16	$1,914.29	$1,914.29	$0.00	$954.32	$954.32	$0.00				1/1/2017	0	$0.00	$0.00
631800	RESIDENTIAL	8A	I	16	5101 Del Molin Ave	0.1433	LOT TYPE B	08/01/16	$1,914.29	$1,914.29	$0.00	$1,003.96	$1,003.96	$0.00				1/1/2017	0	$0.00	$0.00
631801	RESIDENTIAL	8A	I	17	5105 Del Molin Ave	0.1390	LOT TYPE B	01/15/16	$1,914.29	$1,914.29	$0.00	$942.16	$942.16	$0.00				1/1/2017	0	$0.00	$0.00
631802	RESIDENTIAL	8A	I	18	5109 Del Molin Ave	0.1332	LOT TYPE B	03/20/17	$1,914.29	$1,914.29	$0.00	$1,075.85	$1,075.85	$0.00				1/1/2017	0	$0.00	$0.00
631803	RESIDENTIAL	8A	I	19	5113 Del Molin Ave	0.1332	LOT TYPE B	05/20/15	$1,914.29	$1,914.29	$0.00	$868.43	$868.43	$0.00				1/1/2017	0	$0.00	$0.00
631804	RESIDENTIAL	8A	I	20	5117 Del Molin Ave	0.1480	LOT TYPE B	07/11/16	$1,914.29	$1,914.29	$0.00	$997.67	$997.67	$0.00				1/1/2017	0	$0.00	$0.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4

ASSESSMENT ROLL

									ASSESSMENT PAYOFF						2017 INTEREST INSTALLMENT DETAIL						
									ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE OCTOBER 2017 FOR ANNUAL PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	PHASE	BLOCK	LOT	SITUS ADDRESS	ACRES	CURRENT LOT TYPES	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT REMITTED TO TRUSTEE	ASSESSMENT BALANCE	INTEREST PAYABLE	TOTAL INTEREST PAID	(UNDERPAID/ OWED) OR OVERPAID	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	(UNDERPAID/ OWED) OR OVERPAID
631867	RESIDENTIAL	8A	L	1	5016 Del Molin Ave	0.1751	LOT TYPE B	08/24/15	$1,914.29	$1,914.29	$0.00	$898.02	$898.02	$0.00				1/1/2017	0	$0.00	$0.00
631868	RESIDENTIAL	8A	L	2	5012 Del Molin Ave	0.1416	LOT TYPE B	05/04/15	$1,914.29	$1,914.29	$0.00	$863.40	$863.40	$0.00				1/1/2017	0	$0.00	$0.00
631869	RESIDENTIAL	8A	L	3	5008 Del Molin Ave	0.1416	LOT TYPE B	07/29/15	$1,914.29	$1,914.29	$0.00	$890.15	$890.15	$0.00				1/1/2017	0	$0.00	$0.00
631870	RESIDENTIAL	8A	L	4	5004 Del Molin Ave	0.1377	LOT TYPE B	04/25/16	$1,914.29	$1,914.29	$0.00	$973.80	$973.80	$0.00				1/1/2017	0	$0.00	$0.00
631871	RESIDENTIAL	8A	L	5	5000 Del Molin Ave	0.2216	LOT TYPE B	09/16/15	$1,914.29	$1,914.29	$0.00	$904.94	$904.94	$0.00				1/1/2017	0	$0.00	$0.00
631873	RESIDENTIAL	8A	L	7	5001 Cyndur Dr	0.1862	LOT TYPE B	05/13/16	$1,914.29	$1,914.29	$0.00	$979.46	$979.46	$0.00				1/1/2017	0	$0.00	$0.00
631874	RESIDENTIAL	8A	L	8	5005 Cyndur Dr	0.1356	LOT TYPE B	03/10/17	$1,914.29	$1,914.29	$0.00	$1,072.72	$1,072.72	$0.00				1/1/2017	0	$0.00	$0.00
631875	RESIDENTIAL	8A	L	9	5009 Cyndur Dr	0.1364	LOT TYPE B	11/05/15	$1,914.29	$1,914.29	$0.00	$920.37	$920.37	$0.00				1/1/2017	0	$0.00	$0.00
631876	RESIDENTIAL	8A	L	10	5013 Cyndur Dr	0.1494	LOT TYPE B	01/04/16	$1,914.29	$1,914.29	$0.00	$938.71	$938.71	$0.00				1/1/2017	0	$0.00	$0.00
631518	COMMON / PUBLIC SPACE	8A	A	1x	712 Highwood Trl	0.4433	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631519	COMMON / PUBLIC SPACE	8A	A	22x	528 Wiltshire Blvd	0.0802	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631520	COMMON / PUBLIC SPACE	8A	A	36x	408 Wiltshire Blvd	0.0799	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631521	COMMON / PUBLIC SPACE	8A	A	50x	120 Wiltshire Blvd	0.3690	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631646	COMMON / PUBLIC SPACE	8A	E	9x	313 Warwick Blvd	0.0799	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631647	COMMON / PUBLIC SPACE	8A	E	24x	113 Warwick Blvd	0.0799	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631738	COMMON / PUBLIC SPACE	8A	F	12x	211 Highwood Trl	0.3972	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631776	COMMON / PUBLIC SPACE	8A	H	8x	311 Highwood Trl	0.3173	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631794	COMMON / PUBLIC SPACE	8A	I	10x	411 Highwood Trl	0.3173	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631872	COMMON / PUBLIC SPACE	8A	L	6x	511 Highwood Trl	0.3203	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631886	COMMON / PUBLIC SPACE	8A	M	8x	611 Highwood Trl	0.1586	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631914	COMMON / PUBLIC SPACE	8A	Q	1x	101 Wiltshire Blvd	0.2455	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631913	COMMON / PUBLIC SPACE	8A	R	1x	5115 Kadin Ln	0.3017	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631648	COMMON / PUBLIC SPACE	8B (1G)	E	43x	621 Warwick Blvd	0.0799	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631649	COMMON / PUBLIC SPACE	8B (1G)	E	62x	925 Warwick Blvd	0.1119	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631650	COMMON / PUBLIC SPACE	8B (1G)	E	67x	932 Warwick Blvd	0.0568	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631651	COMMON / PUBLIC SPACE	8B (1G)	E	86x	901 Winehart St	0.4063	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631887	COMMON / PUBLIC SPACE	8B (1G)	M	9x	700 Proud Knight Ln	2.0839	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631901	COMMON / PUBLIC SPACE	8B (1G)	N	10x	5020 Engleswood Trl	0.1422	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
631902	COMMON / PUBLIC SPACE	8B (1G)	N	15x	5113 Engleswood Trl	0.1555	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	360	$0.00	$0.00
631912	COMMON / PUBLIC SPACE	8B (1G)	P	1x	949 Warwick Blvd	0.5840	)N-BENEFITED PROPER		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00				1/1/2017	0	$0.00	$0.00
655025	COMMERCIAL	8B	A	1	4900 Sh 121	4.3120	LOT TYPE C	07/29/15	$8,254.43	$8,254.43	$0.00	$3,838.38	$3,838.38	$0.00				1/1/2017	0	$0.00	$0.00
648762	COMMERCIAL	8B	A	2	4920 Sh 121	1.2280	LOT TYPE C	03/09/16	$2,350.75	$2,350.75	$0.00	$1,178.12	$1,178.12	$0.00				1/1/2017	0	$0.00	$0.00
648763	COMMERCIAL	8B	A	3	4940 Sh 121	2.6200	LOT TYPE C	08/26/15	$5,015.45	$5,015.45	$0.00	$2,354.49	$2,354.49	$0.00				1/1/2017	0	$0.00	$0.00
648764	COMMERCIAL	8B	A	4	5000 Sh 121	1.4840	LOT TYPE C	12/18/14	$2,840.81	$2,840.81	$0.00	$1,217.72	$1,217.72	$0.00				1/1/2017	0	$0.00	$0.00
648765	COMMERCIAL	8B	A	5	5020 Sh 121	1.1500	LOT TYPE C	12/22/14	$2,201.44	$2,201.44	$0.00	$945.13	$945.13	$0.00				1/1/2017	0	$0.00	$0.00
654478	COMMERCIAL	8B	A	6R1	5040 Sh 121	1.1690	LOT TYPE C	01/05/16	$2,237.81	$2,237.81	$0.00	$1,097.72	$1,097.72	$0.00				1/1/2017	0	$0.00	$0.00
654479	COMMERCIAL	8B	A	6R2	5050 Sh 121	0.9730	LOT TYPE C	08/17/15	$1,862.61	$1,862.61	$0.00	$871.66	$871.66	$0.00				1/1/2017	0	$0.00	$0.00
654480	COMMERCIAL	8B	A	7R1	5100 Sh 121	1.4960	LOT TYPE C	04/07/15	$2,863.78	$2,863.78	$0.00	$1,278.95	$1,278.95	$0.00				1/1/2017	0	$0.00	$0.00
654481	COMMERCIAL	8B	A	8	5200 Sh 121	5.4090	LOT TYPE C		$10,354.41	$0.00	$10,354.41	$5,685.35	$5,685.35	$0.00				1/1/2017	0	$0.00	$0.00
583751	**COMMERCIAL**	**LVTC**	**A**	**1**	**4700 Sh 121**	**1.5795**	**LOT TYPE C**	**11/07/08**	**$5,655.51**	**$5,655.51**	**$0.00**	**$254.50**	$254.50	$0.00				**1/1/2017**	0	**$0.00**	**$0.00**
583752	**COMMERCIAL**	**LVTC**	**A**	**2**	**4730 Sh 121**	**0.9593**	**LOT TYPE C**	**03/13/09**	**$3,434.84**	**$3,434.84**	**$0.00**	**$228.53**	$228.53	$0.00				**1/1/2017**	0	**$0.00**	**$0.00**
583753	COMMERCIAL	LVTC	A	3	4780 Sh 121	1.5422	LOT TYPE C	09/12/12	$5,521.96	$5,521.96	$0.00	$1,597.55	$1,597.55	$0.00				1/1/2017	0	$0.00	$0.00
338784	COMMERCIAL	LVTC	A	4R	4710 N Josey Ln	1.8409	LOT TYPE C	07/23/10	$6,591.47	$6,591.47	$0.00	$1,021.14	$1,021.14	$0.00				1/1/2017	0	$0.00	$0.00
696607	COMMERCIAL	LVTC	A	5R1	4800 Sh 121	6.3241	LOT TYPE C	06/06/08	$22,643.88	$22,643.88	$0.00	$377.87	$377.87	$0.00				1/1/2017	0	$0.00	$0.00
696608	COMMERCIAL	LVTC	A	5R2	Sh 121	0.8045	LOT TYPE C	06/06/08	$1,540.05	$1,540.05	$0.00	$25.70	$25.70	$0.00				1/1/2017	0	$0.00	$0.00
614015A1	COMMERCIAL	LVTC	A	6R1AR-1A1	4854 Sh 121	4.8869	LOT TYPE C	01/13/09	$17,497.97	$17,497.97	$0.00	$1,220.48	$1,220.48	$0.00				1/1/2017	0	$0.00	$0.00
614015A2	COMMERCIAL	LVTC	A	6R1AR-1A2	4854 Sh 121	4.3940	LOT TYPE C	01/13/09	$8,411.36	$8,411.36	$0.00	$586.69	$586.69	$0.00				1/1/2017	0	$0.00	$0.00
614015B	COMMERCIAL	LVTC	A	6R1AR-B	4858 Sh 121	0.2300	LOT TYPE C	01/13/09	$823.53	$823.53	$0.00	$57.44	$57.44	$0.00				1/1/2017	0	$0.00	$0.00
614015C	COMMERCIAL	LVTC	A	6R1AR-C	4862 Sh 121	0.0870	LOT TYPE C	01/13/09	$311.51	$311.51	($0.00)	$21.73	$21.73	$0.00				1/1/2017	0	$0.00	$0.00
614015D	COMMERCIAL	LVTC	A	6R1AR-D	4866 Sh 121	1.0110	LOT TYPE C	01/13/09	$3,619.96	$3,619.96	($0.01)	$252.49	$252.49	$0.00				1/1/2017	0	$0.00	$0.00
583757	COMMERCIAL	LVTC	A	7	4760 Sh 121	13.5336	LOT TYPE C	06/06/08	$48,458.00	$48,458.00	$0.00	$808.64	$808.64	$0.00				1/1/2017	0	$0.00	$0.00
696605	COMMERCIAL	LVTC	A	8R1A	4740 Sh 121	10.5552	LOT TYPE C	09/12/12	$37,793.63	$37,793.63	$0.00	$10,934.05	$10,934.05	$0.00				1/1/2017	0	$0.00	$0.00
696606	COMMERCIAL	LVTC	A	8R1B	Sh 121	1.0325	LOT TYPE C	09/12/12	$3,696.94	$3,696.94	($0.00)	$1,069.54	$1,069.54	$0.00				1/1/2017	0	$0.00	$0.00
537220	COMMERCIAL	LVTC	A	8R2	6340 N Josey Ln	0.6900	LOT TYPE C	09/12/12	$2,470.59	$2,470.59	$0.00	$714.78	$714.78	$0.00				1/1/2017	0	$0.00	$0.00
537221	COMMERCIAL	LVTC	A	8R3	6360 N Josey Ln	1.2614	LOT TYPE C	09/12/12	$4,516.53	$4,516.53	$0.00	$1,306.68	$1,306.68	$0.00				1/1/2017	0	$0.00	$0.00
677080	COMMERCIAL	LVTC	A	9R4	4955? Windhaven Pkwy	0.7960	LOT TYPE C		$1,523.78	$0.00	$1,523.78	$836.67	$836.67	$0.00				1/1/2017	0	$0.00	$0.00
677079	COMMERCIAL	LVTC	A	9R1R	4901 Windhaven Pkwy	0.9183	LOT TYPE C	02/24/17	$1,757.90	$1,757.90	$0.00	$980.48	$980.48	$0.00				1/1/2017	0	$0.00	$0.00
658801	COMMERCIAL	LVTC	A	9R2	5001 Windhaven Pkwy	1.2500	LOT TYPE C	04/10/15	$2,392.87	$2,392.87	$0.00	$1,069.83	$1,069.83	$0.00				1/1/2017	0	$0.00	$0.00
658802	COMMERCIAL	LVTC	A	9R3	5035? Windhaven Pkwy	0.6461	LOT TYPE C		$1,236.82	$0.00	$1,236.82	$679.13	$679.13	$0.00				1/1/2017	0	$0.00	$0.00
657195	COMMERCIAL	5B	A	1	1600 FM 544	1.1780	LOT TYPE C	05/17/16	$2,255.04	$2,255.04	$0.00	$1,155.32	$1,155.32	$0.00				1/1/2017	0	$0.00	$0.00
657196	COMMERCIAL	5B	A	2	1620 FM 544	0.8870	LOT TYPE C		$1,697.98	$0.00	$1,697.98	$932.32	$932.32	$0.00				1/1/2017	0	$0.00	$0.00
657197	COMMERCIAL	5B	A	3	1640 FM 544	0.7400	LOT TYPE C	02/05/16	$1,416.58	$1,416.58	$0.00	$702.03	$702.03	$0.00				1/1/2017	0	$0.00	$0.00
657198	COMMERCIAL	5B	A	4	1700 FM 544	0.9720	LOT TYPE C	04/02/15	$1,860.69	$1,860.69	$0.00	$829.45	$829.45	$0.00				1/1/2017	0	$0.00	$0.00
657199	COMMERCIAL	5B	A	5	1720 FM 544	0.5810	LOT TYPE C	02/05/16	$1,112.20	$1,112.20	$0.00	$551.18	$551.18	$0.00				1/1/2017	0	$0.00	$0.00
657200	COMMERCIAL	5B	A	6		1.0870	LOT TYPE C		$2,080.84	$0.00	$2,080.84	$1,142.55	$1,142.55	$0.00				1/1/2017	0	$0.00	$0.00
556963	COMMERCIAL	ASA	A	1	2600 E SH 121	6.2040	LOT TYPE C	09/11/12	$11,876.27	$11,876.27	$0.00	$3,433.85	$3,433.85	$0.00				1/1/2017	0	$0.00	$0.00
669371	COMMERCIAL	ASA	A	2R1		0.5060	LOT TYPE C		$968.63	$0.00	$968.63	$531.85	$531.85	$0.00				1/1/2017	0	$0.00	$0.00
669372	COMMERCIAL	ASA	A	2R2	2650 E SH 121	0.4930	LOT TYPE C	11/25/15	$943.75	$943.75	$0.00	$456.85	$456.85	$0.00				1/1/2017	0	$0.00	$0.00
GRAND TOTAL									**$3,456,356.49**	**$3,438,494.03**	**$17,862.46**	**$813,158.73**	**$813,158.73**	**$0.00**						**$0.00**	**$0.00**

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: July 5, 2017

SUBJECT: **Consideration of an Ordinance Authorizing the Issuance of Not To Exceed $13,580,000 City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2017 Refunding Bonds") in Accordance With the Terms of a Fourth Supplemental Trust Agreement; Authorizing the Defeasance and Refunding of $[Refunded Par Amount] City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2008 Bonds" or the "Refunded Bonds"); Approving and Authorizing the Execution of the Fourth Supplemental Trust Agreement; Authorizing a Final Offering Statement Pertaining to the Issuance of the Series 2017 Refunding Bonds; Delegating Authority to Authorized Officials to Finalize Certain Sale Terms Relating to the Series 2017 Refunding Bonds; Finalize an Escrow Agreement and Finalize a Bond Purchase Agreement; Providing a Repealer, Severability, and an Effective Date; and Containing Other Matters Related to the Series 2017 Refunding Bonds.**

BACKGROUND

The City of Lewisville entered into a development agreement with Bright Farm Partnership, Denton County Freshwater Supply District 1-A (DCFWSD) and Denton County Fresh Water Supply District 1-B in 1996. This agreement laid out the methodology for annexation of the DCFWSDs that make up what is known as "Castle Hills" as well as various other operational issues. This agreement allows the DCFWSDs to contract with the City of Lewisville to create Public Improvement Districts (PIDs) to issue Combination Contract Revenue and Special Assessment Bonds secured by an annual ad valorem tax without legal limitation as to the rate or amount. As such, the city provides a financing conduit for infrastructure for the districts. The bonds are not general obligations of the City and are not payable from any funds raised or to be raised by taxation or any other revenue sources of the City. The proceeds from the sale of the debt are limited to street and roadway improvements and water, sewer and drainage improvements.

Eight DCFWSDs have been formed (1-A through 1-H). A total of seven PIDs have been formed and there is total outstanding debt for all seven PIDs of $113.915M. DCFWSD 1-A is the managing district with no PID currently established for this district.

ANALYSIS

In 2008, the City authorized the issuance of $20.0M Combination Contract Revenue and Special Assessment Bonds to finance the first phase of public improvements within PID No. 4 as requested by DCFWSD 1-F (the "District"). In 2011, the City authorized the issuance of $2.965M bonds for utility system improvements and $5.355M bonds for road system improvements related to the second phase of development in this District. In 2014, $3.68M bonds for the final phase of utility public improvements were issued.

Pursuant to the requirement of the Attorney General (AG) at the time the first bonds were issued in 2008 for PID No. 4 (District 1-F), the City levied assessments on property in PID No. 4. The assessments were 10% of the total voted bond authority for District 1-F. The assessments were structured such that when a certificate of occupancy was issued to a builder by the City, the builder or developer pre-paid the total amount of the assessment so that no assessments would be outstanding when the homes were sold to end users. Interest accumulates at the rate of the outstanding bonds until prepayment occurs.

Proceeds of this sale along with funds of excess property tax collections, prepaid assessments, and interest will be used to refund and defease a portion of the 2008 bonds and pay certain costs incurred in connection with the issuance of the bonds. The excess property tax collections are accumulations of the Interest and Sinking (I&S) property tax collections that have remained with the trustee bank after debt service payments have been made throughout the years. These funds that will be used to "pay down" the debt are estimated to be $1.0M.

The bond sizing allows for shifts in the bond market and all savings parameters must be met in order for the refunding bonds to be priced and approved. Interest savings over the life of the issue is estimated to result in gross savings of approximately $2,545,000 which equates to an estimated $1,815,000 net present value savings.

This issuance requires the sale to be structured at the best possible time to obtain the most favorable rate afforded by this type of bond market. Since the sale is not occurring the same day as approved by City Council, parameters have been included in the Bond Ordinance document that stipulate the requirements or conditions approved by City Council for the sale of these bonds. These parameters include the maximum maturity, interest rate cap, short call date, and date authority to issue the bonds will lapse and other such matters.

RECOMMENDATION

It is City staff's recommendation that the City Council consider approval of the ordinance as set forth in the caption above.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §

COUNTIES OF DENTON AND DALLAS §

CITY OF LEWISVILLE §

I, the undersigned City Secretary of the City of Lewisville, Texas, hereby certify as follows:

1. The City Council of the City of Lewisville, Texas convened in a regular session on _____, 2017 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas (the "Meeting"), and the roll was called of the duly constituted Council Members of the City of Lewisville, Texas to-wit:

Rudy Durham	Mayor
Brent Daniels	Mayor Pro-Tem
Brandon Jones	Deputy Mayor Pro-Tem
TJ Gilmore	Council Member
R. Neil Ferguson	Council Member
Bob Troyer	Council Member

And all of the persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting:

> AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $_____ CITY OF LEWISVILLE, TEXAS, COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT) (THE "SERIES 2017 REFUNDING BONDS") IN ACCORDANCE WITH THE TERMS OF A FOURTH SUPPLEMENTAL TRUST AGREEMENT; AUTHORIZING THE DEFEASANCE AND REFUNDING OF $[REFUNDED PAR AMOUNT] CITY OF LEWISVILLE, TEXAS, COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT CAPITAL IMPROVEMENT BONDS, SERIES 2008 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT) (THE "SERIES 2008 BONDS" OR THE "REFUNDED BONDS"); APPROVING AND AUTHORIZING THE EXECUTION OF THE FOURTH SUPPLEMENTAL TRUST AGREEMENT; AUTHORIZING A FINAL OFFERING STATEMENT PERTAINING TO THE ISSUANCE OF THE SERIES 2017 REFUNDING BONDS; DELEGATING AUTHORITY TO AUTHORIZED OFFICIALS TO FINALIZE CERTAIN SALE TERMS RELATING TO THE SERIES 2017 REFUNDING BONDS, FINALIZE AN ESCROW AGREEMENT AND FINALIZE A BOND PURCHASE AGREEMENT; PROVIDING A REPEALER, SEVERABILITY, AND AN

EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED TO THE SERIES 2017 REFUNDING BONDS.

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

Aye: ____ No: ____

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The City Council has approved the aforementioned attached Ordinance and the Mayor and the City Secretary of the City of Lewisville have duly signed the Ordinance; and that the City Secretary hereby declares that the attached Ordinance is a true and correct copy of the Ordinance for all purposes.

SIGNED AND SEALED _____, 2017.

_____
Julie Heinze, City Secretary
City of Lewisville

[City Seal]

CITY OF LEWISVILLE, TEXAS

ORDINANCE NO. _____-2017

Adopted _____, 2017

AUTHORIZING THE ISSUANCE OF

NOT TO EXCEED $_____ CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND
SPECIAL ASSESSMENT REFUNDING BONDS
SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT)

Ordinance No. _____-2017

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $_____ CITY OF LEWISVILLE, TEXAS, COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT) (THE "SERIES 2017 REFUNDING BONDS") IN ACCORDANCE WITH THE TERMS OF A FOURTH SUPPLEMENTAL TRUST AGREEMENT; AUTHORIZING THE DEFEASANCE AND REFUNDING OF $[REFUNDED PAR AMOUNT] CITY OF LEWISVILLE, TEXAS, COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT CAPITAL IMPROVEMENT BONDS, SERIES 2008 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT) (THE "SERIES 2008 BONDS" OR THE "REFUNDED BONDS"); APPROVING AND AUTHORIZING THE EXECUTION OF THE FOURTH SUPPLEMENTAL TRUST AGREEMENT; AUTHORIZING A FINAL OFFERING STATEMENT PERTAINING TO THE ISSUANCE OF THE SERIES 2017 REFUNDING BONDS; DELEGATING AUTHORITY TO AUTHORIZED OFFICIALS TO FINALIZE CERTAIN SALE TERMS RELATING TO THE SERIES 2017 REFUNDING BONDS, FINALIZE AN ESCROW AGREEMENT AND FINALIZE A BOND PURCHASE AGREEMENT; PROVIDING A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED TO THE SERIES 2017 REFUNDING BONDS.

RECITALS

WHEREAS, all capitalized terms utilized in this Ordinance shall have the meanings defined in that certain Fourth Supplemental Trust Agreement (the "Trust Agreement") by and among the City of Lewisville, Texas (the "Issuer" or "City") and Wilmington Trust, N.A., Dallas, Texas (the "Trustee"), dated as of June 1, 2017 and relating to the "Series 2017 Utility Bonds", together with all Exhibits thereto, a full and correct copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes (terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement);

WHEREAS, the governing body of the Issuer desires to delegate to the Authorized Official, pursuant to Chapter 1371, as amended, Texas Government Code ("Chapter 1371") and Chapter 1207, as amended, Texas Government Code ("Chapter 1207") and the terms of this Ordinance, the authority to approve the amount, maturities, interest rate and terms of the Series 2017 Refunding Bonds as set forth in this Ordinance and in the Approval Certificate, as hereinafter defined, and to take all actions necessary to effectuate and finalize the issuance of the Series 2017 Refunding Bonds, including entering into a bond insurance policy for the Series 2017 Refunding Bonds;

WHEREAS, pursuant to Chapter 1207, the Issuer is authorized to issue refunding bonds for the purpose of debt service savings and to deposit the proceeds of the sale thereof with the Trustee pursuant to the terms of an Escrow Agreement between the Issuer and Trustee and such deposit shall constitute firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds;

WHEREAS, the Governing Body of the Issuer finds that the refunding contemplated by this Ordinance will benefit the City by providing for present value debt service savings for Lewisville Castle Hills Public Improvement District No. 4 in an amount to be identified in the Approval Certificate and such benefit is consideration for the refunding of the Refunded Bonds;

WHEREAS, the governing body of the Issuer desires to delegate to the Authorized Official, pursuant to Chapter 1371, Texas Government Code ("Chapter 1371") and the terms of this Ordinance, the authority to approve the amount, maturities, interest rate and terms of the Series 2017 Utility Bonds as set forth in this Ordinance and in the Approval Certificate, and to take all actions necessary to effectuate and finalize the issuance of the Series 2017 Refunding Bonds;

WHEREAS, at an election conducted on January 17, 1983, the voters within the boundaries of Denton County Fresh Water Supply District No. 1 ("District No. 1") approved the creation of District No. 1 and elected the governing body of District No. 1;

WHEREAS, on August 8, 1987, the voters within District No. 1 approved an election by which District No. 1 was authorized to assume the rights, authority, privileges and functions of a road district under Article III, Section 52(b)(3) of the Texas Constitution, in the manner provided by Section 53.029(c) of the Texas Water Code, as amended;

WHEREAS, at the same election on August 8, 1987, the voters within the District No. 1 authorized District No. 1 to purchase, construct, acquire, own, operate, repair, improve and extend sanitary sewer systems to control wastes;

WHEREAS, on December 21, 1993, following a hearing conducted in accordance with Sections 51.040 through 51.044 of the Texas Water Code, as amended, the governing body of District No. 1 entered an Order Setting Out Findings On Conversion And Ordering Conversion To A Water Control And Improvement District by which District No. 1 converted into a district operating under Chapter 51 of the Texas Water Code, as amended, and exercising all the powers, authority, functions and privileges provided in Chapter 51 and District No. 1 specifically reserved the powers and authority specified in Sections 53.035, 53.027 through 53.041, 53.111, 53.112, 53.121 and 53.125 of the Texas Water Code, as amended from time to time;

WHEREAS, District No. 1 entered into a contract with the Upper Trinity Regional Water District, by which District No. 1 will receive a supply of potable fresh water for all areas located within the boundaries of District No. 1;

WHEREAS, pursuant to the specific authority retained by District No. 1 under Sections 53.029 through 53.035 and Sections 53.037 through 53.041 of the Texas Water Code, as

amended, and granted to District No. 1 by Chapter 51 of the Texas Water Code, as amended, the voters within District No. 1 approved on May 6, 1995 an election by which District No. 1 was divided into District No. 1-A, consisting of 2,339 acres, more or less and District No. 1-B, consisting of 291 acres, more or less;

WHEREAS, the voters within District No. 1-A hereafter approved the division of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-C ("District No. 1-C"), Denton County Fresh Water Supply District No. 1-E ("District No. 1-E") and Denton County Fresh Water Supply District No. 1-F ("District No. l-F" or the "District") and District No. 1-C divided itself into District No. 1-C and Denton County Fresh Water Supply District No. 1-D ("District No. 1-D");

WHEREAS, pursuant to the specific authority set forth under Sections 53.029 through 53.035 and Sections 53.037 through 53.041 of Texas Water Code, as amended, the voters within District No. 1-A approved an election held November 5, 2002 by which District No. 1-A divided itself into District No. 1-A and the District;

WHEREAS, pursuant to notice published in the manner required by law, the District, on November 16, 2005 and December 19, 2006 excluded lands, added other lands, and redefined its boundaries to consist of 368.942 acres, more or less; and

WHEREAS on February 21, 2007, a petition signed by the requisite owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment and owners of real property who constitute more than 50 percent of all record owners of property that is liable for assessment within the proposed Lewisville Castle Hills Public Improvement District No. 4 ("P.I.D. No. 4") was submitted to and filed with the governing body of the Issuer requesting that a public improvement district be created within the extraterritorial jurisdiction of the Issuer pursuant to the provisions of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act");

WHEREAS, the aforementioned petition was submitted in compliance with the provisions of Section 372.005 of the Act;

WHEREAS, notice of a public hearing to consider the advisability of the improvements was published in a newspaper of general circulation on March 9, 2007, disclosing the governing body's intention to consider the creation of a public improvement district;

WHEREAS, written notice of the scheduled public hearing was delivered on March 9, 2007, to each property owner located within the proposed public improvement district;

WHEREAS, on the April 2, 2007, the governing body of the Issuer held a public hearing conforming to the requirements of Section 372.009 of the Act on the advisability of the improvements;

WHEREAS, pursuant to Section 372.009(b) of the Act, on April 2, 2007, a majority of the members of the governing body of the City authorized the creation of PID No. 4 in

accordance with the terms of the governing body of the Issuer by passing and approving Resolution No. 3433-04-2007R, making certain findings as to the advisability of the improvement project, the nature of the improvements, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of the costs between the proposed public improvement district and the Issuer as a whole and authorizing creation and establishing the boundaries of P.I.D. No. 4;

WHEREAS, P.I.D. No. 4 is located within the extraterritorial jurisdiction of the Issuer;

WHEREAS, such authorization took effect on April 11, 2007, the date on which notice of the creation of P.I.D. No. 4 was published in the Colony Courier/Lewisville Leader, a newspaper of general circulation in the extraterritorial jurisdiction of the Issuer;

WHEREAS, pursuant to Section 372.005(a) of the Act, on January 7, 2008, a majority of the members of the governing body of the City passed and approved Resolution No. 3527-01-2008(R), correcting the boundaries of P.I.D. No. 4 and thereby establishing the exact boundaries of P.I.D. No. 4;

WHEREAS, no protest has been filed with any official of the Issuer, satisfying the requirements of Section 372.010(c) of the Act;

WHEREAS, after a hearing held on the May 21, 2007 at 7:00 p.m. the governing body of the City adopted Ordinance No. 3448-05-2007 (the original "Assessment Ordinance") approving an Assessment/Service Plan (the "Original Plan");

WHEREAS, the governing body of the City has determined that the assessments levied in the Original Assessment Ordinance are excessive and that the Original Plan should be supplemented to correct omissions or mistakes in the total cost of the improvements, as permitted by Section 372.019 of the Act, and to reduce the amount of the assessments, as permitted by Section 372.020 of the Act;

WHEREAS, the governing body of the City has determined also to correct the boundaries of the P.I.D.;

WHEREAS, the City directed that a hearing be held on January 7, 2008, at 7:00 p.m., at which the governing body of the City would consider (i) the correction of the boundaries of the P.I.D. and (ii) the Supplemental Assessment/Service Plan, and each proposed assessment, and offer testimony pertinent to any issue presented on the amount of the assessment, purpose of the assessment, special benefit of the assessment, and the penalties and interest on annual installments and on delinquent annual installments of the assessment; and,

WHEREAS, on January 7, 2008, the City passed and approved Resolution No. 3527-01-2008(R) correcting the boundaries of the P.I.D.;

WHEREAS, Sections 372.019 and 372.020 of the Act establish a mechanism for an Issuer to make supplemental assessments to correct errors in the original Special Assessments,

and a mechanism for reassessment in the event any Special Assessment is invalid or excessive;

WHEREAS, on the date hereof, the City Council passed and approved Ordinance No. 3528-01-2008 approving the Supplemental Assessment/Service Plan;

WHEREAS, the Act provides that an assessment or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, are a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for ad valorem taxes by other governmental entities, and are a personal liability of an charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance levying the Special Assessment until the Special Assessment is paid, and may be enforced in the same manner that an ad valorem tax levied against real property is enforced. The owner of any property assessed may pay the entire Special Assessment against any lot or parcel with accrued interest to the date of payment at any time;

WHEREAS, Section 372.026 of the Act authorized the Issuer to issue revenue bonds payable from Special Assessments and from all or part of revenue or income received from any public or private source, pursuant to an agreement or otherwise;

WHEREAS, the Districts and the Issuer are authorized by Chapters 49 and 51 of the Texas Water Code, as amended to enter into contracts for the provision of the joint construction, finance, ownership and operation of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any function which the Districts have lawful authority to provide and to cover the expenses necessary to administer, maintain and operate the improvements and facilities;

WHEREAS, on May 12, 2007, District No. 1-F conducted elections which authorized the issuance of $32,000,000 of bonds and refunding bonds and approved the 2007 Joint Utility Contract and the imposition of an annual tax on all taxable property within the boundaries of District No. 1-F, unlimited in rate or amount, sufficient to make payment under such contracts;

WHEREAS, on May 21, 2007, and January 7, 2008 the governing body of the Issuer adopted Ordinance Nos. 3449-05-2007 and 3528-01-2008, respectively, approving the 2007 Joint Utility Contract;

WHEREAS, the City, District No. 1-A and the District have determined that it is in the best interest of each such party to amend and restate the Original Joint Utility Contract in accordance with the provisions of Chapters 49, 51 and 53 of the Texas Water Code, and such changes are reasonable modifications thereto;

WHEREAS, the District approved the form such modifications in an amendment and restatement of the Original Joint Utility Contract (the "Joint Utility Contract") pursuant to an order of the Board of Directors of the District on September 22, 2016;

WHEREAS, the Joint Utility Contract requires the District to impose an ad valorem tax on all property within the District, without limit as to rate or amount, sufficient to make

payments under the Joint Utility Contract to support the issuance by Lewisville of up to $32,000,000 total principal amount of obligations to acquire Additional Facilities (as defined in the Joint Utility Contract) ("New Money Bonds") and up to $35,000,000 total principal amount of obligations to refund the New Money Bonds (collectively, the "P.I.D. No. 4 Bonds") in accordance with Section 372.001, et seq., Texas Local Government Code, Article XVI, Section 59 of the Texas Constitution, and Chapters 49, 51 and 53 of the Texas Water Code;

WHEREAS, on November 8, 2016, the District conducted elections which authorized the issuance of bonds and refunding bonds and approved the Joint Utility Contract and the imposition of an annual tax on all taxable property within the boundaries of the District, unlimited in rate or amount, sufficient to make payment under the Joint Utility Contract (the "Utility Contract Tax");

WHEREAS, the Utility Contract Tax was approved by the voters within the District at an election conducted within the District on November 8, 2016;

WHEREAS, on July 15, 2017, the Governing Body of the Issuer adopted an ordinance approving the Joint Utility Contract;

WHEREAS, the Issuer has previously issued the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2008 Bonds") in the aggregate principal amount of $20,000,000 pursuant to the voted authority of the elections held on May 12, 2007;

WHEREAS, the Issuer has previously issued the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2011 Utility Bonds") in the aggregate principal amount of $2,965,000 pursuant to the voted authority of the elections held on May 12, 2007;

WHEREAS, the Issuer has previously issued the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2011 Road Bonds") in the aggregate principal amount of $5,355,000 pursuant to the voted authority of the elections held on May 12, 2007;

WHEREAS, the Issuer has previously issued the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 4) (the "Series 2014 Utility Bonds"), in the aggregate principal amount of $3,680,000;

WHEREAS, the Issuer has determined to pay the cost of the Authorized Improvements by the issuance of revenue bonds designated as the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4)" (the "Series 2017 Refunding Bonds"), in the original

principal amount not to exceed _____ Dollars ($[PAR AMOUNT]);

WHEREAS, in the adoption of this Ordinance, the Issuer is exercising the authority granted by Section 372.026 of the Act by issuing revenue bonds payable from Special Assessments and from the Contract Revenues derived from the Joint Utility Contract;

WHEREAS, following the sale and delivery of the Series 2017 Refunding Bonds, and the prior issuance of the Series 2014 Utility Bonds, the Series 2011 Utility Bonds, the Series 2011 Road Bonds and the Series 2008 Bonds, the Issuer shall have the right to issue an amount of additional bonds as set forth in the Approval Certificate pursuant to the voted authority of the election held on November 8, 2016 and the Joint Utility Contract, not including refunding bonds;

WHEREAS, pursuant to Chapter 1207, the Issuer is authorized to issue refunding bonds and deposit the proceeds of sale directly with a trust company or commercial bank not a depository of the Issuer, under an escrow or deposit agreement, to provide for the payment of the Refunded Bonds, and such deposit, when made in accordance with the Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the governing body of the Issuer has determined that the Series 2017 Refunding Bonds should be issued, and the proceeds used, to (i) refund all of the Outstanding Series 2008 Bonds ("Refunded Bonds"), as designated in the Approval Certificate and (ii) to pay the costs of issuance of the Series 2017 Refunding Bonds;

WHEREAS, the terms and conditions of the Series 2017 Refunding Bonds and the pledge of the Contract Revenues derived from the Joint Utility Contract and revenues derived from Special Assessments which are authorized to be collected on an annual basis while any of the Series 2017 Refunding Bonds remain Outstanding in the event revenues under the Joint Utility Contract are not sufficient to pay debt service on the Series 2017 Refunding Bonds will be controlled by the provisions of this Ordinance, the Joint Utility Contract and Sections 372.025 and 372.026 of the Act, Chapters 1207 and 1371, Texas Government Code, the Fourth Supplemental Trust Agreement and any other applicable law;

WHEREAS, the Fourth Supplemental Trust Agreement relating to the Series 2017 Refunding Bonds has been submitted to the Issuer for its approval along with a Bond Purchase Agreement and an Escrow Agreement;

WHEREAS, the governing body of the Issuer has determined that the Series 2017 Refunding Bonds should be issued in accordance with this Ordinance and the Fourth Supplemental Trust Agreement.

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

Section 1. As authorized by Chapters 1207 and 1371, Texas Government Code (collectively, the "Delegation Authority"), the City Manager or Assistant City Manager for the Issuer (each designated as an "Authorized Official") are hereby authorized, appointed, and designated as the officers of the Issuer authorized to act on behalf of the Issuer in selling and delivering the Series 2017 Refunding Bonds authorized herein and carrying out the procedures specified in this Ordinance, including approval of the following terms and provisions for the Series 2017 Refunding Bonds:

1. Approval of the aggregate principal amount of each maturity of the Series 2017 Refunding Bonds;

2. Approval of the rate of interest to be borne on the principal amount of each maturity;

3. Approval of the interest payment dates;

4. Approval of the redemption provisions therefor, if any;

5. Approval of the pricing of the Series 2017 Refunding Bonds, including use of premium, discount, underwriter's compensation, and costs of issuance;

6. Approval of a final Escrow Agreement between the Issuer and the Trustee;

7. Approval of the maturities of the Series 2008 Bonds to be refunded;

8. Approval of a final Bond Purchase Agreement between the City and Raymond James and Associates, Inc., as underwriter.

The Series 2017 Refunding Bonds shall be issued within the following parameters:

1. The combined principal amount of the Series 2017 Refunding Bonds authorized to be issued pursuant to this Ordinance shall not exceed $[PAR AMOUNT];
2. The maximum maturity of the Series 2017 Refunding Bonds will be September 1, 20__;
3. The maximum net effective per annum interest rate shall not exceed a rate greater than ____% per annum calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code;
4. The issuance of the Series 2017 Refunding Bonds shall produce a minimum _____% net present value debt service savings to the Issuer; and
5. District No. 1-F shall provide the Issuer with a letter evidencing receipt of an investment-grade rating from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

Any Authorized Official, acting for and on behalf of the Issuer, is authorized to execute the Approval Certificate, a form of which is attached hereto as Schedule I (the "Approval Certificate"). The execution of the Approval Certificate shall evidence the sale date of the Series

2017 Refunding Bonds by the Issuer to the Purchasers (hereinafter defined) in accordance with the provisions of the Delegation Authority and as set forth in Schedule I. The Authorized Official is also authorized to enter into a bond insurance policy with a qualified bond insurer, in exchange for certain covenants by the bond insurer to assure payment of the aggregate principal amount of the Series 2017 Refunding Bonds, together with the full amount of the interest due and payable thereon as described in the Approval Certificate, and further authorizes the payment of a reasonable and customary insurance premium to the bond insurer. It is further provided, however, that notwithstanding the foregoing provisions, the Series 2017 Refunding Bonds shall not be delivered unless prior to delivery, the Series 2017 Refunding Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by the Delegation Authority. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Ordinance to reflect such final terms. The authorization for sale of the Series 2017 Refunding Bonds under the terms of this Ordinance shall terminate on September 15, 2017 and the governing body of the Issuer reserves the right to extend such authorization by official action of the governing body prior to the termination date.

Section 2. The Fourth Supplemental Trust Agreement, together with all Exhibits thereto; is hereby approved in all particulars, in substantially the form attached hereto as Exhibit "A", subject to such changes as may be approved by the City Manager and the City Attorney. This Ordinance hereby specifies that the Series 2017 Refunding Bonds shall be issued under the terms and conditions set forth in the Fourth Supplemental Trust Agreement and the Approval Certificate. The Mayor of the Issuer is hereby authorized and directed to execute the Fourth Supplemental Trust Agreement and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

Section 3. The form and substance of the Preliminary Official Statement for the Series 2017 Refunding Bonds and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Official Statement may be finalized by Bond Counsel pursuant to the terms of the Approval Certificate. The Mayor and the City Secretary are hereby authorized and directed to execute the Preliminary Official Statement and the Official Statement and deliver appropriate numbers of copies thereof to the Underwriter of the Series 2017 Refunding Bonds. The Preliminary Official Statement and Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the Issuer and the Underwriter of the Series 2017 Refunding Bonds, may be used by the Underwriter in the public offering of the Series 2017 Refunding Bonds and sale thereof. The City Secretary of the Issuer is hereby authorized and directed to include and maintain a copy of the Preliminary Official Statement and the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the public offering of the Series 2017 Refunding Bonds is hereby ratified, approved and confirmed.

Section 4. The City Council of Lewisville, Texas hereby authorizes all parties named in this Ordinance and the Fourth Supplemental Trust Agreement to take all action necessary or appropriate to the issuance and sale of the Series 2017 Refunding Bonds in conformity with the provisions of this Ordinance, the Fourth Supplemental Trust Agreement, the Escrow Agreement and the other agreements identified in the Fourth Supplemental Trust Agreement, including the Series 2008 Trust Agreement, subject to such changes as may be approved by First Southwest Company, the City's Financial Advisor; Bracewell, LLP, as special counsel to the City; the City's City Attorney and the City's Finance Director.

Section 5. Payment of Refunded Bonds; Redemption of Refunded Bonds; Approval of Escrow Agreement.

(i) Payment of Paying Agency.

Prior to the Closing Date, the Issuer shall ascertain from the paying agents for the Refunded Bonds the amount of all future fees and expenses for its paying agency services with respect to the Refunded Bonds. Concurrently with the sale and delivery of the Series 2017 Refunding Bonds, the Issuer shall cause an amount sufficient to pay such future fees and expenses to be paid to each such paying agent.

(ii) Escrow Agreement.

The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of a Escrow Agreement (the "Escrow Agreement") to be entered into by and between the Issuer and the Escrow Agent, the terms and provisions of which, as completed and delivered by the Authorized Official pursuant to the Approval Certificate, are hereby approved, subject to such insertions, additions and modifications as shall be necessary to carry out the program designed for the Issuer and which shall be certified as to mathematical accuracy and sufficiency, to minimize the Issuer's costs of refunding, to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds, to carry out the other intents and purposes of this Ordinance and to comply with the terms set forth in the Approval Certificate, any Authorized Official, acting singly, is hereby authorized and directed to execute and deliver such Escrow Agreement on behalf of the Issuer in multiple counterparts and the City Secretary is hereby authorized and directed to attest thereto and affix the Issuer's seal.

(iii) Redemption of Refunded Bonds.

The Issuer hereby calls the Refunded Bonds for redemption prior to maturity on the dates and at the prices set forth in the Approval Certificate. Following the deposit to the Deposit Fund as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the Deposit Fund.

(iv) Notice of Deposit and Redemption.

The Secretary of the Issuer is hereby authorized to cause notice of redemption to be given to the respective paying agent/registrar for the Refunded Bonds by delivery of a certified copy of this Ordinance. The paying agent/registrar for the Refunded Bonds is hereby authorized and

directed to give notice of deposit and notice of redemption with respect to the Refunded Bonds as required under the ordinance pursuant to which the Refunded Bonds were issued.

Section 6. The Bond Purchase Agreement is hereby approved in all particulars, in substantially the form attached hereto as Exhibit "B" subject to such changes as may be approved by the City Manager, Bond Counsel and the City Attorney. The Authorized Official is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the Issuer pursuant to the parameters of this Ordinance.

Section 7. The recitation of facts in the preamble to this Ordinance are found to be true and correct and are incorporated herein by reference.

Section 8. The City Council of Lewisville, Texas will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the implementation of this Ordinance, the Fourth Supplemental Trust Agreement, the Escrow Agreement and the Bond Purchase Agreement.

Section 9. Form of Bond. The Series 2017 Refunding Bonds shall be issued in generally the form set forth in the Series 2008 Trust Agreement, as amended by the Fourth Supplemental Trust Agreement, with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance, the Series 2008 Trust Agreement, the Fourth Supplemental Trust Agreement and the Approval Certificate.

Section 10. The Mayor of the Issuer is hereby authorized to have control of the Series 2017 Refunding Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

After registration by the Comptroller of Public Accounts, delivery of the Series 2017 Refunding Bonds shall be made to the Underwriter under and subject to the general supervision and direction of the Mayor of the Issuer, against receipt by the Issuer of all amounts due to the Issuer under the terms of sale.

In the event the Mayor of the Issuer or City Secretary is absent, the Mayor Pro-Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro-Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor of the Issuer or City Secretary, respectively.

Section 11. The requirement that this Ordinance be read on three (3) separate days does not apply to a public security authorization.

Section 12. This Ordinance shall be effective immediately upon its final passage in accordance with Section 1201.028, Texas Government Code.

Section 13. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, and their employees, the Trustee, Bond Counsel, and the Owners any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer and its employees, the Trustee, Bond Counsel, and the Owners.

Section 14. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the regular meeting of the governing body of the City Council of Lewisville, Texas at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council of Lewisville, Texas further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 16. The Mayor and the City Secretary of the City and all other officers, employees, attorneys, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, or any related document. Prior to the initial delivery of the Bonds, the Mayor and the City Secretary of the City and Bond Counsel to the City are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Attorney General of the State of Texas.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

PASSED AND APPROVED this _____, 2017.

_____
Mayor, City of Lewisville

ATTEST:

_____
City Secretary, City of Lewisville

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney, City of Lewisville

EXHIBIT A
FOURTH SUPPLEMENTAL TRUST AGREEMENT

EXHIBIT B
BOND PURCHASE AGREEMENT

SCHEDULE I
[FORM OF] APPROVAL CERTIFICATE

I, Donna Barron, City Manager of the City of Lewisville and an Authorized Official of the City of Lewisville, Texas pursuant to Section 1 of the Ordinance adopted on _____, 2017 (the "Bond Ordinance") authorizing the issuance of "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project)" (the "Series 2017 Refunding Bonds"), do hereby approve the following terms of the Series 2017 Refunding Bonds:

1. The total principal amount of the Series 2017 Refunding Bonds is $_____.

2. The purchase price for the Series 2017 Refunding Bonds shall be $_____, representing the principal amount of the Series 2017 Refunding Bonds of $_____, including a reoffering premium of $_____, and less an Underwriter's discount of $_____.

3. The refunding will result in a net present value savings of approximately $_____ or _____% and a gross savings of $_____.

4. The maturity dates, principal amounts, interest rates, yields, and prices for the Series 2017 Refunding Bonds are as set forth below and the pricing parameters below comply with the parameters specified in Section 1 of the Bond Ordinance:

MATURITY DATES (September 1)	PRINCIPAL AMOUNT	INTEREST RATE	MATURITY DATES (September 1)	PRINCIPAL AMOUNT	INTERE ST RATE

5. Interest. Interest is payable from the Dated Date to the maturities specified in Section 4 herein, with such interest being payable on September 1, 2017, and semi¬annually on each March 1 and September 1 thereafter.

6. Optional Redemption. The District reserves the right, at its option, to redeem Series 2017 Refunding Bonds having stated maturities on and after September 1, 202_ in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on September 1, [202_, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

7. Mandatory Redemption. Prior to their Maturity Date, the Series 2017 Refunding Bonds shall be redeemed as Term Bonds from amounts on deposit in the Interest and Sinking Fund as follows:

MANDATORY REDEMPTION DATE:	MANDATORY SINKING FUND PAYMENT:
September 1, 20[__]*	$[____]
March 1, 20[__]*	$[____]

*final maturity

8. The maturity dates and principal amounts of the Refunded Bonds are as set forth below:

Maturity Date (September 1)	Principal Amount

Aggregate Principal Amount of Refunded Bonds [$[PAR AMOUNT].00][*]

(a) Represents mandatory sinking fund payments due on such dates on a term bond due on September 1, 20__.

9. In accordance with the Bond Ordinance, an Escrow Agreement in the form of Exhibit AC-1 attached hereto is approved.

10. The Notice of Redemption in the form of Exhibit AC-2 attached hereto is approved.

11. The Refunded Bonds are approved as set forth in the Bond Ordinance and the governing body of the Issuer hereby finds that, pursuant to Section 1201.022(a)(3)(B) of the Texas Government Code, the terms of the sale were determined to be in the best interests of the Issuer.

[*]Preliminary, subject to change

* * *

EXECUTED AND DELIVERED this _____, 2017.

CITY OF LEWISVILLE, TEXAS

_____

Authorized Official

EXHIBIT AC-1

Form of Escrow Agreement

EXHIBIT AC-2

Form of Notice of Redemption

FOURTH SUPPLEMENTAL TRUST AGREEMENT

between

THE CITY OF LEWISVILLE, TEXAS (the "ISSUER")

and

WILMINGTON TRUST, NATIONAL ASSOCIATION (the "TRUSTEE")

Dated as of July 1, 2017

Relating to

$

CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
REFUNDING BONDS,
SERIES 2017

(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT)

TABLE OF CONTENTS

ARTICLE 1 – SUPPLEMENTED DEFINITIONS; AMENDED DEFINITIONS AND INTERPRETATIONS 3

Section 1.01 Supplemented Definitions 3
Section 1.02 Effect of Headings and Table of Contents 4
Section 1.03 Trust Agreements to Remain in Force 4
Section 1.04 Authority 5
Section 1.05 Notice, etc., to Parties 5
Section 1.06 Successors and Assigns 5
Section 1.07 Separability Clause 5
Section 1.08 Benefits of Fourth Supplemental Trust Agreement 5
Section 1.09 Governing Law 5
Section 1.10 Interpretations 5
Section 1.11 Conflicts with 2008 Trust Agreement and First Supplemental Trust Agreement 6

ARTICLE 2 - AUTHORIZATION AND TERMS OF SERIES 2011 UTILITY BONDS 6

Section 2.01 Authorization of Series 2017 Refunding Bonds 6
Section 2.02 Designation, Date, and Interest Payment Dates 6
Section 2.03. Form of Bonds; Initial Bond; Numbers and Denomination 6
Section 2.04. Interest Rate 6
Section 2.05. Application of Proceeds 7
Section 2.06 Supplemental Provisions Related to Bond Insurance for the Series 2017 Refunding Bonds 7

ARTICLE 3 – SUPPLEMENT: REDEMPTION OF BONDS 14

Section 3.01 Supplement to Article 7 of the 2008 Trust Agreement: Redemption of Bonds 14

ARTICLE 4 – SUPPLEMENTS/AMENDMENTS TO THE TRUST AGREEMENT 17

Section 4.01 Supplements and Amendments to Article 5 of the 2008 Trust Agreement 17
Section 4.02 Supplements and Amendments to Article 9 of the 2008 Trust Agreement 20
Section 4.03 Supplements and Amendments to Article 14 of the 2008 Trust Agreement 25
Section 4.04 Supplements and Amendments to Article 15 of the 2008 Trust Agreement 28

EXHIBIT A Form of Series 2017 Refunding Bonds A-1
EXHIBIT B Form of Initial Series 2017 Refunding Bond B-1

FOURTH SUPPLEMENTAL TRUST AGREEMENT

THIS FOURTH SUPPLEMENTAL TRUST AGREEMENT (this "Fourth Supplemental Trust Agreement"), dated as of July 1, 2017, is by and between THE CITY OF LEWISVILLE, TEXAS, a home rule city organized and operating pursuant to Article XI, Section 5 of the Constitution of the State of Texas (the "Issuer") and WILMINGTON TRUST, NATIONAL ASSOCIATION, Dallas, Texas, a national banking association duly organized, existing and authorized to accept and execute trusts of the character set forth herein, acting as trustee (the "Trustee"), and supplements and amends that certain Trust for the $20,000,000 "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4 Project)" (the "Series 2008 Bonds") between the Issuer and the Trustee (as successor to Wells Fargo Bank, N.A.) dated as of February 1, 2008 (the "2008 Trust Agreement"), as supplemented and amended by that certain First Supplemental Trust Agreement dated as of November 1, 2011 (the "First Supplemental Trust Agreement") pursuant to which the Issuer's $5,355,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4) (the "Series 2011 Road Bonds"), as further supplemented and amended by that certain Second Supplemental Trust Agreement dated November 1, 2011 (the "Second Supplemental Trust Agreement") pursuant to which the Issuer's $2,965,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4) (the "Series 2011 Utility Bonds" and, together with the Series 2011 Road Bonds, the "Series 2011 Bonds") were issued, as further supplemented and amended by that certain Third Supplemental Trust Agreement dated May 1, 2014 (the "Third Supplemental Trust Agreement") pursuant to which the Issuer's $3,680,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 4) (the "Series 2014 Bonds") (the 2008 Trust Agreement together with the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement and this Fourth Supplemental Trust Agreement shall be known as the "Trust Agreement").

W I T N E S S E T H:

WHEREAS**,** the City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Utility System Refunding Bonds, Series 2017 (the "Series 2017 Refunding Bonds") are "Additional Bonds", as defined in Section 3.4 of that certain 2008 Trust Agreement, and the Issuer certifies that issuance of the Series 2017 Refunding Bonds is authorized and permitted under Section 3.4 of the 2008 Trust Agreement;

WHEREAS, this Fourth Supplemental Trust Agreement amends and supplements the 2008 Trust Agreement pursuant to Section 12.1(b) of the 2008 Trust Agreement;

WHEREAS, on July 17, 2017, the City Council of the Issuer duly adopted that certain ordinance (the "Bond Ordinance") authorizing the issuance of the $13,550,000* in Series 2017 Refunding Bonds and approving the form, substance, and use of a Preliminary Official Statement;

WHEREAS, the Issuer desires to issue Series 2017 Refunding Bonds sufficient to refund all of the Series 2008 Bonds (the "Refunded Bonds") as set forth in that certain Approval Certificate attached to the Bond Ordinance (the "Approval Certificate");

WHEREAS, Chapter 1207, Texas Government Code, as amended, and Section 372.027, Texas Local Government Code, as amended, provide that the Issuer is authorized to issue refunding bonds for the purpose of refunding the Refunded Bonds and restructuring the Issuer's debt service requirements, and to accomplish such refunding by depositing directly with an Escrow Agent the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds;

WHEREAS, as described in this Fourth Supplemental Trust Agreement, the Issuer intends to issue the Series 2017 Refunding Bonds in the principal amount of $13,550,000* which will be sufficient to refund the Refunded Bonds;

WHEREAS, the City Council of the City of Lewisville has found and determined that: (i) the issuance of the Series 2017 Refunding Bonds and the consequent restructuring of the debt service requirements of District No. 1-F is beneficial to the taxpayers and homeowners in District No. 1-F and is in the best interests of the Issuer; (ii) the refunding of the Refunded Bonds will result in a present value debt service savings for the Issuer in an amount identified in the Approval Certificate; and (iii) the Series 2017 Refunding Bonds will refund all of the outstanding Series 2008 Bonds with certain proceeds of the sale of the Series 2017 Refunding Bonds;

WHEREAS, the Issuer has duly filed a certified copy of the Bond Ordinance with the Trustee;

WHEREAS, the Trustee has accepted the trusts created by the 2008 Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement and the Third Supplemental Trust Agreement and accepts the trusts described in this Fourth Supplemental Trust Agreement, and evidences such acceptance by joining in the execution hereof; and

WHEREAS, all capitalized terms, unless otherwise defined or modified herein, have the meanings ascribed to them in the 2008 Trust Agreement;

NOW, THEREFORE, the Issuer, in consideration: (i) of the premises and the acceptance by the Trustee of the trusts created in the 2008 Trust Agreement, the First Supplemental Trust Agreement and this Fourth Supplemental Trust Agreement; (ii) of the purchase and acceptance of the Series 2017 Refunding Bonds by the purchasers thereof; and (iii) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby confirm and agree that the grant in the 2008 Trust Agreement to the Trustee for the benefit of the Owners of the Series 2008 Bonds of the Trust Estate (as defined in the 2008 Trust Agreement) shall constitute a lien on and security interest in such Trust Estate for the benefit of the Owners of the Series 2017 Refunding Bonds on an equal and ratable basis with the Owners of the Outstanding Series 2011 Road Bonds under the First Supplemental Trust Agreement, the Owners of the

Outstanding Series 2011 Utility Bonds under the Second Supplemental Trust Agreement, the Owners of the Outstanding Series 2014 Bonds under the Third Supplemental Trust Agreement and of any other Additional Bonds issued under the 2008 Trust Agreement and any subsequent supplements thereto, and in addition to the foregoing, the parties hereto agree as follows:

ARTICLE I

SUPPLEMENTED DEFINITIONS; AMENDED DEFINITIONS AND INTERPRETATIONS

Section 1.01 Supplemental Definitions. The following terms have the meanings assigned to them below whenever they are used in or with respect to this Fourth Supplemental Trust Agreement:

Additional Bonds – means the Additional Bonds payable from Special Assessment Revenues and payable from Contract Payments in accordance with the Joint Utility Contract, together with other bonds in the form of revenue bonds payable solely from revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions which the Issuer reserves the right to issue in Section 3.4 of the 2008 Trust Agreement. No Additional New Money Bonds are authorized but unissued pursuant to the Joint Utility Contract.

Administrative Expenses – means the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the P.I.D., including, but not limited to, the costs of (a) administering the P.I.D., including conducting hearings, preparing notices and petitions, preparing assessment rolls and all costs incident thereto, including engineering fees, legal fees and consultant fees, (b) levying and collecting Special Assessments or the installments thereof, (c) negotiating and implementing the Joint Utility Contract and the other agreements, (d) maintaining the record of installments of the Special Assessments and the system of registration and transfer of the Series 2017 Refunding Bonds, (e) paying and redeeming the Series 2017 Refunding Bonds, (f) investing or depositing of monies, (g) complying with the Code with respect to the Series 2017 Refunding Bonds, and (h) the Trustee fees and expenses, including attorneys' fees.

Approval Certificate – means the Approval Certificate for the Bond Ordinance authorizing the issuance of the Series 2017 Refunding Bonds completed by an Authorized Official of the Issuer as defined in the Bond Ordinance and stating the aggregate principal amount of each maturity of the Series 2017 Refunding Bonds, rate of interest to be borne on the principal amount of each maturity, interest payment dates, redemption provisions and approval of the pricing of the Series 2017 Refunding Bonds.

Authorized Investments or Permitted Investments – means any investment authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Bond Ordinance – means a City of Lewisville Ordinance adopted by the City Council of the City of Lewisville on July 17, 2017, authorizing the issuance of the Series 2017 Refunding Bonds and the Approval Certificate authorized therein.

Date of Closing – means the date of physical delivery of the Initial Bond for payment in full by the initial purchasers thereof.

Debt Service Requirements – means, as of any particular date of computation, with respect to any Series 2017 Refunding Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside from the Series 2017 Refunding Bonds Interest and Sinking Fund Account by the Trustee on behalf of the Issuer as of such date or in such period for the payment of the Principal Installment, redemption premium, if any, and interest (to the extent not capitalized) on such Series 2017 Refunding Bonds.

Debt Service Reserve Amount - means the lesser of: (i) 10% of the principal amount of the Outstanding Assessment Bonds; (ii) the maximum annual debt service requirement of the Outstanding Assessment Bonds; or (iii) 125% of the average annual debt service of the Outstanding Assessment Bonds.

Initial Bond - means the Series 2017 Refunding Bond authorized, issued and initially delivered as provided in Section 2.03 of this Fourth Supplemental Trust Agreement, the form of which is set forth in Exhibit "B", which is attached hereto and made a part hereof for all purposes.

Insurance Policy – means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2017 Refunding Bonds when due".

Insurer – means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

Mandatory Sinking Fund Payments or Mandatory Sinking Fund Redemptions – means the mandatory sinking fund payments on the dates, and in the amounts, set forth in the Approval Certificate.

Outstanding – means, as of the date of determination, and with respect to any Outstanding Assessment Bonds, including the Series 2017 Refunding Bonds, all such Outstanding Assessment Bonds theretofore issued and delivered under the 2008 Trust Agreement and any supplemental trust agreement, including this Fourth Supplemental Trust Agreement, except:

(a) Outstanding Assessment Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Outstanding Assessment Bonds for whose purchase, payment or redemption, money in the necessary amount has been theretofore deposited in an account, other than the "Collection Fund" identified in Section 5.1 of the 2008 Trust Agreement, with the Trustee in trust for the holders of the Outstanding Assessment Bonds;

(c) Outstanding Assessment Bonds in exchange for or in lieu of which other Outstanding Assessment Bonds have been registered and delivered pursuant to this Trust Agreement; and

(d) Outstanding Assessment Bonds alleged to have been mutilated, destroyed; lost or stolen which have been paid as provided in this Trust Agreement.

Outstanding Assessment Bonds – means any Outstanding bonds of the Issuer containing a pledge of Special Assessments levied pursuant to the Assessment Ordinance, including the Series 2008 Bonds, Series 2011 Utility Bonds, Series 2011 Road Bonds, Series 2014 Utility Bonds and any Additional Bonds.

Special Assessments – means the assessments levied against properties in the P.I.D. to pay Debt Service Requirements on the Outstanding Assessment Bonds as set forth in the Assessment/Service Plan which are payable in periodic installments as provided in the Assessment Ordinance; all as provided in the Assessment/Service Plan, the Assessment Ordinance, the Series 2008 Bond Ordinance, the Series 2011 Utility Bond Ordinance, the Series 2011 Road Bond Ordinance, the 2014 Utility Bond Ordinance and the Bond Ordinance. Special Assessments also include any supplemental assessments or reassessments levied in accordance with Sections 372.019 and 372.020 of the Act.

Section 1.02 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.03 Discharge of Series 2008 Bonds, Survival of Trust Agreement. Notwithstanding the redemption of all outstanding Series 2008 Bonds by the Series 2017 Refunding Bonds, or any termination provisions in the 2008 Trust Agreement to the contrary, the 2008 Trust Agreement will continue to survive and will continue in full force and effect as supplemented and/or amended by the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement and this Fourth Supplemental Trust Agreement for the benefit of the holders of the Series 2011 Road Bonds, Series 2011 Utility Bonds, the Series 2014 Bonds and the Series 2017 Refunding Bonds.

Section 1.04 Authority. This Fourth Supplemental Trust Agreement is executed and delivered pursuant to the Act and the 2008 Trust Agreement.

Section 1.05 Notices, etc., to Parties. Any request, demand, authorization, direction, notice, consent, waiver or Act of Owners of Series 2017 Refunding Bonds or other document provided or permitted by the Trust Agreement to be made upon, given or furnished to, or filed with any party hereto shall be given in the manner prescribed in the Trust Agreement.

Section 1.06 Successors and Assigns. All covenants and agreements in this Fourth Supplemental Trust Agreement by the Issuer and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.07 Separability Clause. In case any provision in this Fourth Supplemental Trust Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.08 Benefits of Fourth Supplemental Trust Agreement. Nothing in this Fourth Supplemental Trust Agreement or in the Series 2017 Refunding Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Owners of Series 2017 Refunding Bonds, any benefit or any legal or equitable right, remedy or claim under this Fourth Supplemental Trust Agreement.

Section 1.09 Governing Law. This Fourth Supplemental Trust Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 1.10 Interpretations. For all purposes of this Fourth Supplemental Trust Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) This "Fourth Supplemental Trust Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more trust agreements supplemental hereto entered into pursuant to the applicable provisions of the 2008 Trust Agreement.

(2) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Fourth Supplemental Trust Agreement as a whole and not to any particular Article, Section or other subdivision.

(3) All terms used in this Fourth Supplemental Trust Agreement which are defined in the 2008 Trust Agreement or the First Supplemental Trust Agreement have the same meanings assigned to such terms in the 2008 Trust Agreement except as modified or otherwise defined herein. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns.

Section 1.11 Conflict with 2008 Trust Agreement, First Supplemental Trust Agreement, Second Supplemental Trust Agreement, or Third Supplemental Trust Agreement. In the event of a conflict between the provisions of the 2008 Trust Agreement and the First Supplemental Trust Agreement and this Fourth Supplemental Trust Agreement, the provisions of the Fourth Supplemental Trust Agreement shall control with respect to the Series 2017 Refunding Bonds.

ARTICLE II

AUTHORIZATION AND TERMS OF SERIES 2017 REFUNDING BONDS

Section 2.01 Authorization of Series 2017 Refunding Bonds. The Series 2017 Refunding Bonds shall be issued in fully registered form in the total authorized aggregate amount of _____ AND NO/100 DOLLARS ($_____) for the purpose of refunding the Refunded Bonds and paying costs of issuance of the Series 2017 Refunding Bonds in accordance with the Act.

Section 2.02 Designation, Date, and Interest Payment Dates. The Series 2017 Refunding Bonds shall be designated as $_____ "City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Utility System Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project)" and shall be dated as of July 1, 2017. The Series 2017 Refunding Bonds shall bear interest from the Date of Closing, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rates set out in the

Approval Certificate, calculated on the basis of a 360-day year of twelve 30-day months, payable on _____, 2017, and semiannually thereafter on April 1 and October 1 of each year until maturity or prior redemption.

Section 2.03 Form of Bonds; Initial Bond; Numbers and Denomination. The Series 2017 Refunding Bonds shall be issued in the form set forth in Exhibit "A" which is attached hereto, bearing the numbers, in the principal amounts, and maturing on the dates indicated in the Approval Certificate and shall bear interest as set forth in the Approval Certificate, and may be transferred and exchanged as set out in the Trust Agreement; provided, however, that the Initial Bond delivered to the Attorney General of the State of Texas shall be numbered TI-1 and shall be in the form set forth as Exhibit "B":

The Series 2017 Refunding Bonds shall be subject to prior redemption as provided in the Approval Certificate. Series 2017 Refunding Bonds delivered on transfer of or in exchange for other Series 2017 Refunding Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Trustee, and shall be in the denomination of Five Thousand Dollars ($5,000.00) or integral multiples thereof. Such Series 2017 Refunding Bonds shall mature on the same date and bear interest at the same rate as the Series 2017 Refunding Bonds in lieu of which they are delivered.

Section 2.04 Interest Rate. The Series 2017 Refunding Bonds shall bear interest from the Date of Closing and at the rates per annum set forth in the Approval Certificate.

Section 2.05 Application of Proceeds. Simultaneously with the delivery of the Series 2017 Refunding Bonds, the Trustee shall apply the proceeds derived from the sale thereof in the manner set forth in the Approval Certificate.

ARTICLE III

SUPPLEMENT: REDEMPTION OF BONDS

Section 3.01. Supplement to Article VII of the 2008 Trust Agreement. The terms of Article VII of the 2008 Trust Agreement are in full force and effect except with respect to the provisions below which shall supplement such provisions of the 2008 Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement and the Third Supplemental Trust Agreement, as applicable, solely with respect to the Series 2017 Refunding Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Refunding Bonds. In the event of a conflict between the provisions of the 2008 Trust Agreement and this Fourth Supplemental Trust Agreement, the provisions of the Fourth Supplemental Trust Agreement shall control with respect to the Series 2017 Refunding Bonds.

(a) The provisions of Section 7.1 of the 2008 Trust Agreement are supplemented by adding a fourth paragraph as follows:

"From, and after October 1, 2023, the Series 2017 Refunding Bonds maturing on and after October 1, 20__, may be redeemed by the Issuer, in whole or in part prior to maturity, on any business day at the option of the Issuer, after notice as provided herein, at a redemption price equal

to 100% of the principal amount of the Bonds, together with interest accrued to the date of redemption. The optional redemption provisions may be modified by the Approval Certificate."

(b) The provisions of Section 7.2 of the 2008 Trust Agreement are supplemented by adding the following paragraphs:

"The Series 2017 Refunding Bonds in an amount not to exceed _____ ($_____) shall be redeemed, in whole or in part, prior to maturity at the redemption prices stated in Section 7.1 or purchased, in whole or in part at the purchase prices stated in Section 7.1 from amounts transferred the Series 2017 Refunding Bonds Redemption Account established pursuant to Section 4.01(d) of the Fourth Supplemental Trust Agreement from the Series 2017 Refunding Bonds Collection Account established pursuant to Section 4.01(a) of the Fourth Supplemental Trust Agreement and the Prepayment Fund pursuant to Sections 5.1 and 5.3, respectively. The special mandatory redemption provisions may be altered by the Approval Certificate.

Notwithstanding the foregoing, the Issuer will not be required to make a special mandatory redemption unless it has at least One Hundred Thousand and No/100 Dollars ($100,000.00) available in the Redemption Fund with which to redeem the Series 2017 Refunding Bonds.

In lieu of redeeming Series 2017 Refunding Bonds with the funds described in this Section, the Issuer may purchase the Series 2017 Refunding Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 3.01(a) of the Fourth Supplemental Trust Agreement."

(c) The provisions of Section 7.3 of the 2008 Trust Agreement are supplemented by adding the following paragraphs:

"Prior to their Maturity Date, the Series 2017 Refunding Bonds shall be redeemed as Term Bonds (the "Series 2017 Term Bonds") from amounts on deposit in the Series 2017 Refunding Bonds Interest and Sinking Fund Account as set forth in the Approval Certificate.

On each Mandatory Redemption Date, as set forth in the Approval Certificate, the Trustee shall make the Mandatory Sinking Fund Payment from the Series 2017 Refunding Bonds Interest and Sinking Account established pursuant to Section 4.1(b) herein. The Series 2017 Term Bonds shall be prepaid in principal amounts of $5,000 or integral multiples thereof. The principal amount of the Series 2017 Term Bonds required to be prepaid on each Mandatory Redemption Date shall be reduced, at the option of the Issuer, by the principal amount of any Series 2017 Term Bonds which, at least forty-five (45) days prior to the Mandatory Redemption Date, have been acquired by the Issuer and delivered to the Trustee for cancellation or have been redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee and not theretofore credited against a scheduled mandatory redemption. Each such Series 2017 Term Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such Mandatory Redemption Date, and any excess shall be credited on future mandatory redemption in inverse order of maturity, and the principal amount of such Series 2017 Term Bonds to be redeemed by operation of mandatory prepayment shall be reduced accordingly.

Redemptions pursuant to this provision of the Fourth Supplemental Trust Agreement shall be made by lot or other customary random method, rounded to the nearest $5,000, among the Owners of each date of maturity. In connection with any such redemption prior to maturity, the Trustee shall make appropriate entries in the Bond Register to reflect a portion of any Series 2017 Refunding Bond so redeemed and the amount of the principal remaining Outstanding. The Trustee's notation in the Bond Register shall be conclusive as to the principal amount of any Outstanding Bond at any time."

(d) The provisions of Section 7.4 of the 2008 Trust Agreement are supplemented by adding the following paragraphs:

"Notice of redemption of any Series 2017 Refunding Bonds shall be given by the Trustee at least thirty (30) days prior to the redemption date by giving written notice to the Owner of each Series 2017 Refunding Bond to be redeemed in whole or in part at the address shown on the Register by first-class mail, postage prepaid. Such notice shall state the complete official name of the Series 2017 Refunding Bonds to be redeemed, CUSIP numbers, the Date of Closing and the Maturity Date of such Series 2017 Refunding Bonds, any other information appropriate to identify sufficiently the Series 2017 Refunding Bonds being redeemed, the redemption date, the principal amount of the Series 2017 Refunding Bonds to be redeemed and, if less than all of the then Outstanding Series 2017 Refunding Bonds are to be redeemed, the identification certificate numbers (and, in the case of partial redemption, the respective principal amounts) of the Series 2017 Refunding Bonds to be redeemed, the redemption agent's name and address, and the place at which the Series 2017 Refunding Bonds are to be surrendered for payment. Any notice mailed as provided in this Section 7.4 shall be conclusively presumed to have been duly given whether or not the Owner receives such notice. By the redemption date, due provision shall be made with the Trustee for the payment of the redemption price of the Series 2017 Refunding Bonds to be redeemed, plus accrued interest thereon to the redemption date, with Available Money. When such Series 2017 Refunding Bonds have been called for redemption, in whole or in part, as provided above and due provision has been made to redeem same, such Series 2017 Refunding Bonds, or portions thereof, shall no longer be regarded as Outstanding except for the purpose of receiving payment from the funds provided for redemption, and the right of the Owners to collect interest on such Series 2017 Refunding Bonds or portions thereof which would otherwise accrue after the redemption date shall be terminated.

The Issuer reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Series 2017 Refunding Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Trustee, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Issuer retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Issuer delivers a certificate of the Issuer to the Trustee instructing the Trustee to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Trustee shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Series 2017 Refunding Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission

of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the Issuer to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default."

(e) No modification is intended herein with respect to the amendments to Sections 7.1, 7.2, 7.3 and 7.4 of the 2008 Trust Agreement made by the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement or the Third Supplemental Trust Agreement.

ARTICLE IV
SUPPLEMENTS AND AMENDMENTS TO THE 2008 Trust Agreement

Section 4.01. Supplements and Amendments to Article V of the 2008 Trust Agreement. The terms of Article V of the 2008 Trust Agreement, including such terms as modified by the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement and the Third Supplemental Trust Agreement are in full force and effect except with respect to the provisions below which shall amend and supplement such provisions of the 2008 Trust Agreement and solely with respect to the Series 2017 Refunding Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Refunding Bonds. As applicable, certain amendments shall apply to all Outstanding Assessment Bonds. Notwithstanding the foregoing, in the event of a conflict between the provisions of the 2008 Trust Agreement and this Fourth Supplemental Trust Agreement, the provisions of the Fourth Supplemental Trust Agreement shall control with respect to the Series 2017 Refunding Bonds.

(a) The provisions of Section 5.1 of the 2008 Trust Agreement are hereby amended with respect to all Outstanding Assessment Bonds as follows:

"The Issuer hereby covenants and agrees that all Contract Revenues and Special Assessment Revenues (other than interest and investment earnings, and revenues received as a Prepayment of a Special Assessment), have been and shall be deposited, as collected and received, into a separate account previously created, established, and maintained with the Trustee known as the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4 Project) Collection Fund" and that the Contract Revenues and Special Assessment Revenues have been and shall be kept separate and apart from all other funds of the Issuer. All Contract Revenues and Special Assessment Revenues deposited into the Collection Fund pursuant to this shall, upon receipt, be transferred to the following Funds in the following order of priority:

FIRST: To the Interest and Sinking Fund for the Series 2008 Bonds, the Series 2011 Utility Bonds Interest and Sinking Fund Account, the Series 2011 Road Bonds Interest and Sinking Fund Account, the Series 2014 Utility Bonds Interest and Sinking Fund Account, and the Series 2017 Refunding Bonds Interest and Sinking Fund Account amounts necessary, if any, to increase the balance in such fund and account to an amount equal to the aggregate amount of all remaining scheduled Debt Service Requirements during the next Fiscal Year for the Series 2008 Bonds, Series 2011 Utility Bonds, Series 2011 Road Bonds, Series 2014 Utility Bonds, and Series 2017 Refunding Bonds, respectively, as provided herein, or a greater amount designated by the Issuer with the prior written approval of District No. 1-F;

SECOND: To the Redemption Fund for the Series 2008 Bonds, Series 2011 Utility Bonds, Series 2011 Road Bonds, the Series 2014 Utility Bonds and the Series 2017 Utility Bonds Redemption Accounts, any amounts required for optional redemptions of the Series 2008 Bonds, Series 2011 Utility Bonds, Series 2011 Road Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds, respectively, (other than mandatory sinking fund redemptions) during the Fiscal Year in which the Contract Revenues or Special Assessment Revenues are deposited into the Collection Fund;

THIRD: To the Administrative Expense Fund and the Series 2011 Utility Bonds Administrative Expense Account, the Series 2011 Road Bonds Administrative Expense Account, the Series 2014 Utility Bonds Administrative Expense Account and the Series 2017 Refunding Bonds Administrative Expense Account, amounts necessary, if any, to increase the balance in the Administrative Expense Fund the Series 2011 Utility Bonds Administrative Expense Account, the Series 2011 Road Bonds Administrative Expense Account, Series 2014 Utility Bonds Administrative Expense Account and the Series 2017 Refunding Bonds Administrative Expense Account, to the amount expended from the Administrative Expense Fund, the Series 2011 Utility Bonds Administrative Expense Account, the Series 2011 Road Bonds Administrative Expense Account, the Series 2014 Utility Bonds Administrative Expense Account and the Series 2017 Refunding Bonds Administrative Expense Account and the Series 2017 Refunding Bonds Administrative Expense Account on average during the previous three (3) Fiscal Years of the Issuer; and

FOURTH: To the Debt Service Reserve Fund; until the Debt Service Reserve Fund has a balance equal to the Debt Service Reserve Amount.

FIFTH: To the Issuer to be used for any lawful purpose, including the payment or redemption of Outstanding Assessment Bonds.

(b) The provisions of Section 5.2 of the 2008 Trust Agreement are supplemented by adding the following paragraph:

"For purposes of providing funds to pay the Debt Service Requirements on the Series 2017 Refunding Bonds as the same become due and payable, the Issuer agrees to maintain at the Trustee, a separate and special account to be created and known as the "Series 2017 Refunding Bonds Interest and Sinking Account." There shall also be deposited into the Series 2017 Refunding Bonds Interest and Sinking Account no later than the tenth (10th) day prior to each Interest Payment Date on the Series 2017 Refunding Bonds, from the available Contract Revenues and Special Assessment Revenues in the Collection Fund, an amount which, together with sums on deposit in the Series 2017 Refunding Bonds Interest and Sinking Account, shall be equal to one hundred percent (100%) of the amount required to fully pay the principal of, premium, if any and interest on the Series 2017 Refunding Bonds payable at such Interest Payment Date, at maturity or as a Mandatory Scheduled Redemption."

(c) The provisions of Section 5.3 of the 2008 Trust Agreement are supplemented by adding the following paragraph:

"There is hereby established with the Trustee a special account within the Prepayment Fund established pursuant to Section 5.3 of the 2008 Trust Agreement to be known as the "Series 2017 Refunding Bond Prepayment Account". Upon receiving a Prepayment of Special Assessments for the payment of the Debt Service Requirements on the Outstanding Assessment Bonds (which Prepayments shall be identified in writing by the Issuer), the Trustee shall deposit the amount of such Prepayment into the Prepayment Fund under the 2008 Trust Agreement, the Series 2011 Utility Bonds Prepayment Account, Series 2011 Road Bonds Prepayment Account, the Series 2014 Utility Bond Prepayment Account and the Series 2017 Refunding Bonds Prepayment Account, on a pro rata basis based upon the principal amount of the Series 2008 Bonds, Series 2011 Utility Bonds, Series 2011 Road Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds. Promptly following the deposit of any such Prepayment into the Prepayment Fund, the Series 2011 Utility Bonds Prepayment Account, Series 2011 Road Bonds Prepayment Account, Series 2014 Utility Bonds Prepayment Account and Series 2017 Refunding Bonds Prepayment Account, the Trustee shall transfer such amounts representing unpaid principal of the Special Assessment as set forth in Section 5.8 of the 2008 Trust Agreement directly into the Redemption Fund the Series 2011 Utility Bonds Redemption Account, Series 2011 Road Bonds Redemption Account, Series 2014 Utility Bond Redemption Account, and Series 2017 Refunding Bonds Redemption Account to be used to redeem or purchase Outstanding Assessment Bonds and such pro rata amounts representing unpaid interest as set forth in Section 5.8 of the Series 2008 Trust Agreement and Section 4.01(f) of the Fourth Supplemental Trust Agreement to the Interest and Sinking Fund for the Series 2008 Bonds, the Series 2011 Utility Bonds Interest and Sinking Account, Series 2011 Road Bonds Interest and Sinking Account, the Series 2014 Utility Bonds Interest and Sinking Account, and the Series 2017 Refunding Bonds Interest and Sinking Account (as defined herein)."

(d) The provisions of Section 5.4 of the 2008 Trust Agreement are supplemented by adding the following paragraph:

"There is hereby created with the Trustee a special account within the Administrative Expense Fund established in Section 5.4 of the 2008 Trust Agreement, herein called the Series 2017 Refunding Bonds Administrative Expense Account," to be designated and maintained by the Trustee as a separate account, distinct from all other accounts of the Issuer with the Trustee. The Trustee has deposited into the Series 2017 Refunding Bonds Administrative Expense Account from the proceeds of the Series 2017 Refunding Bonds an amount equal to non-construction costs, fees for professional services, including attorneys, engineers, financial service professionals and costs of issuance of the above-referenced Series 2017 Refunding Bonds. The Issuer may draw monies from this Fund to pay costs of issuance of the above-referenced Series 2017 Refunding Bonds by delivery to the Trustee of a Request for Disbursement in the form set out as Exhibit "D" to the 2008 Trust Agreement, executed by the Issuer and District No. 1-F. Any surplus money remaining in the Series 2017 Refunding Bonds Administrative Expense Account on December 1, 2017 shall be transferred into the Series 2017 Refunding Bonds Interest and Sinking Account. Thereafter, the Trustee shall deposit into the Series 2017 Refunding Bonds Administrative Expense Account from Contract Revenues and Special Assessment Revenues all amounts due the Series 2017 Refunding Bonds Administrative Expense Account pursuant to Section 5.1 herein and Section 4.01 of the Fourth Supplemental Trust Agreement. Such amounts shall be applied by the Trustee to pay Administrative Expenses as they become due, and unexpended balances remaining after the payment of Administrative Expenses in Fiscal Years following the Fiscal Year ending

September 30, 2017 shall be transferred to the Series 2017 Refunding Bonds Redemption Account for redemption of Series 2017 Refunding Bonds, with the prior direction and written consent of District No. 1-F."

(e) The provisions of Section 5.5 of the 2008 Trust Agreement are supplemented by adding the following paragraph:

"At closing, proceeds of the Series 2017 Refunding Bonds shall be deposited to the Debt Service Reserve Fund in an amount sufficient to meet the Debt Service Reserve Amount for the Series 2017 Refunding Bonds. The Debt Service Reserve Fund shall be used for the purpose of paying principal of and interest on Outstanding Assessment Bonds, including the Series 2017 Refunding Bonds, as they become due in the event there should be insufficient funds for said payment in the Series 2017 Refunding Bonds Interest and Sinking Fund Account. Subject to the flow of funds in Section 4.01 of the Fourth Supplemental Trust Agreement and Section 5.1 of the 2008 Trust Agreement, the Issuer shall deposit Contract Revenues and Special Assessment Revenues to the Debt Service Reserve Fund which are designated for such purposes by the District or any other person. The Debt Service Reserve Fund shall be funded up to an amount not less than the Debt Service Reserve Amount from any lawfully available funds in the following manner:

(1) Each deposit shall be credited with earnings from the investment of the balance of the Debt Service Reserve Fund.

(2) Contract Revenues and Special Assessment Revenues shall be deposited to the Debt Service Reserve Fund pursuant to Section 5.1 of the 2008 Trust Agreement and Section 4.01 of the Fourth Supplemental Trust Agreement.

(3) Upon payment default with respect to any Outstanding Assessment Bonds, payments from the Debt Service Reserve Fund shall be made on a pro rata basis based upon the principal amount of each series of Outstanding Assessment Bonds in default.

(4) Upon any shortfall in the Debt Service Reserve Fund, District 1-F must make payments sufficient to restore the Debt Service Reserve Fund to the Debt Service Reserve Amount (a) in 12 consecutive equal monthly installments beginning in the month following any withdrawal from the Debt Service Reserve Fund or (b) in four consecutive equal monthly installments beginning in the month following any calculation of the value of the Debt Service Reserve Fund at any amount less than the Debt Service Reserve Amount.

(5) The Issuer shall not, under any circumstances, have an obligation to provide funds for the purpose outlined in this Section 5.5 of the 2008 Trust Agreement or any other provision of the 2008 Trust Agreement of any supplemental trust agreement, including the Fourth Supplemental Trust Agreement, or any of the discounts relevant to the transaction contemplated by the Fourth Supplemental Trust Agreement."

(f) The provisions of Section 5.8 of the 2008 Trust Agreement are supplemented by adding the following paragraph:

"There is hereby created a special account with the Trustee to be called the "Series 2017 Refunding Bonds Redemption Account" within the Redemption Fund created by Section 5.8 of the 2008 Trust Agreement. The Trustee shall deposit into the Series 2017 Refunding Bonds Redemption Account all amounts required to be transferred to such Account from the Collection Fund and the Series 2017 Refunding Bonds Prepayment Account pursuant to Sections 5.1 and 5.3 of the 2008 Trust Agreement, respectively. The Trustee shall apply all such amounts in the Series 2017 Refunding Bonds Redemption Account, subject to the $100,000 limitation specified in Section 7.2 hereof, to redeem or purchase the Outstanding Series 2017 Refunding Bonds, on a pro rata basis, in accordance with Section 5.1 or 5.2 hereof. Accrued interest on any Outstanding Series 2017 Refunding Bonds redeemed shall be paid from the Series 2017 Refunding Bonds Interest and Sinking Account. The redemption premium shall be paid from amounts transferred to the Series 2017 Refunding Bonds Redemption Account."

Section 4.02. Supplements and Amendments to Article 9 of the 2008 Trust Agreement. The terms of Article 9 of the 2008 Trust Agreement, including such terms as modified by the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement and the Third Supplemental Trust Agreement, are in full force and effect except with respect to the provisions below, which shall supplement and amend such provisions of both the 2008 Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement and the Third Supplemental Trust Agreement solely with respect to the Series 2017 Refunding Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Refunding Bonds. In the event of a conflict between the provisions of the 2008 Trust Agreement and this Fourth Supplemental Trust Agreement, the provisions of the Fourth Supplemental Trust Agreement shall control with respect to the Series 2017 Refunding Bonds.

(a) The provisions of Section 9.1 of the 2008 Trust Agreement are supplemented by adding the following paragraphs:

"The Issuer hereby covenants and agrees that the Contract Revenues, Contract Payments and the Special Assessment Revenues are hereby irrevocably pledged to the payment and security of the Series 2017 Refunding Bonds and the payment of Administrative Expenses including the establishment and maintenance of the special funds created and established for the payment and security thereof, all as herein provided and as provided herein and in the First Supplemental Trust Agreement and Fourth Supplemental Trust Agreement, such lien and pledge on a parity with all other Outstanding Assessment Bonds; and it is hereby provided that the pledge of the Contract Revenues and the Special Assessment Revenues to the payment of the Series 2017 Refunding Bonds, the interest thereon, and the premium, if any, thereon be valid and binding without any physical delivery thereof or further act by the Issuer, and the lien upon such revenues created for the payment and security of the Series 2017 Refunding Bonds shall be, except as otherwise provided in the Act or by law, prior in right and claim as to any other indebtedness, liability, or obligation of the Issuer except the Series 2008 Bonds, the Series 2011 Bonds Road Bonds, the Series 2011 Utility Bonds and the Series 2014 Utility Bonds."

(b) The provisions of Section 9.2 of the 2008 Trust Agreement are hereby amended, with respect to all Outstanding Bonds, to read as follows:

"District No. 1-F has agreed to pay the Contract Payments from ad valorem taxes, unlimited in rate or amount, imposed on all taxable property within the boundaries of District No. 1-F, in an amount necessary to pay up to ninety percent (90%) of the principal of, redemption premium, if any, and interest on the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds, to establish and maintain any funds required by the Bond Ordinance, this Trust Agreement and the Fourth Supplemental Trust Agreement, to pay certain fees and expenses accrued in connection with the issuance of the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds. District No. 1-F's obligation to make the Contract Payments is an unconditional obligation of District No. l-F until the payment, or provision for payment, of up to ninety percent (90%) of the principal of, redemption premium, if any, and interest on a parity between the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds, pursuant to Section 4.01 of the Joint Utility Contract.

The Contract Payments by District No. 1-F constitute general obligations of District No. 1-F authorized by an election held within and for District No. 1-F on November 8, 2016 pursuant to the Joint Utility Contract entered into by District No. 1-A, District No. 1-F and the Issuer in accordance with Chapters 49 and 51 of the Texas Water Code, as amended. The Issuer and the Trustee have the right to demand payment of the Contract Payments from taxation by District No. 1-F. District No. 1-F has agreed to make each such Contract Payments to the Trustee for deposit into the Collection Fund created by this Trust Agreement and into the Series 2011 Utility Bonds Collection Account, the Series 2011 Road Bonds Collection Account, the Series 2014 Utility Bonds Collection Account and the Series 2017 Refunding Bonds Collection Account in aggregate amounts sufficient to pay, and to provide for the payment of the principal of, premium, if any, and interest and redemption amounts due on the Series 2008 Bonds, Series 2011 Utility Bonds, 2011 Road Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds.

For the faithful performance of all covenants, recitals and stipulations set forth in the Joint Utility Contract including especially those with reference to the proper application of tax proceeds for the payment of the principal of, premium, if any, and interest on the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds, promptly when due, and the full faith, credit and resources of District No. 1-F have been irrevocably pledged under the Joint Utility Contract, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement and the Fourth Supplemental Trust Agreement with the Issuer.

The Issuer has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of any portion of the Trust Estate identified in this Trust Agreement or the Fourth Supplemental Trust Agreement that ranks on a parity with or prior to the lien granted hereby, except for the parity lien granted to secure the Series 2008 Bonds, Series 2011 Utility Bonds, Series 2011 Road Bonds or Series 2014 Utility Bonds. The Issuer has not described such collateral in a UCC financing statement that will remain effective when the Series 2017 Refunding Bonds are issued. The Issuer shall not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in, such collateral that ranks prior to or on a parity with the lien granted hereby, or file any financing statement describing any such pledge, assignment, lien or

security interest, except as expressly permitted by this Trust Agreement or any supplemental trust agreement thereto, including the Fourth Supplemental Trust Agreement."

(c) The provisions of Section 9.3 of the 2008 Trust Agreement are amended to read as follows:

"The Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds are special obligations of the Issuer payable from Contract Revenues, as and to the extent provided in the 2008 Trust Agreement, First Supplemental Trust Agreement, Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement and the Fourth Supplemental Trust Agreement. The Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds do not give rise to a charge against the general credit or taxing powers of the Issuer and are not payable except as provided in the 2008 Trust Agreement, First Supplemental Trust Agreement, Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement and the Fourth Supplemental Trust Agreement. The Owners of the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds shall never have the right to demand payment thereof out of any funds of the Issuer other than the Contract Revenues, Contract Payments and Special Assessment Revenues. There shall be no legal or moral obligation to make the payments of the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds out of any funds of the Issuer other than the Contract Revenues, Contract Payments and Special Assessment Revenues."

(d) The provisions of Section 9.4 of the 2008 Trust Agreement are hereby amended to read as follows:

"The Special Assessments are shown on the Assessment Roll, the outstanding aggregate amount of which is _____ and No/100 Dollars ($_____), representing a portion of the benefit received from the Authorized Improvements, and remaining lien upon the property in the P.I.D. Reference is made to the Assessment Roll for a particular description of the lots or parcels of land and the outstanding aggregate amount of Special Assessment on each. The amount of outstanding aggregate Special Assessments shall be updated yearly or as deemed necessary by the Issuer to reflect the current lien represented by the outstanding amounts of the Outstanding Assessment Bonds."

(f) The provisions of Section 9.5 of the 2008 Trust Agreement are hereby amended to read as follows:

"The Special Assessments shown on the Assessment Roll, together with the interest thereon, shall remain and constitute a trust fund for the redemption and Principal Installment payment of the Outstanding Assessment Bonds and for the interest and premium (if any) due thereon.

The Special Assessments are assessed to pay a portion of the Debt Service Requirements on the Outstanding Assessment Bonds and are payable in annual installments established by the Assessment Ordinance. Each Special Assessment, together with interest accrued thereon, is

required to be prepaid at such time as the owner of the tract subject to which the Special Assessment is applicable receives a building permit to construct a structure on the tract. A Special Assessment has been made payable in the Assessment Ordinance in each Fiscal Year preceding the date of final maturity of the Outstanding Assessment Bonds which, if collected, will be sufficient to pay a portion of the Debt Service Requirements on the Outstanding Assessment Bonds as described in the Assessment Ordinance, 2008 Trust Agreement, First Supplemental Trust Agreement, Second Supplemental Trust Agreement, Third Supplemental Trust Agreement and Fourth Supplemental Trust Agreement. The Annual Installment is determined pursuant to the Assessment Ordinance and the annual installment of each Special Assessment coming due in any year, together with the annual interest thereon, is payable in the same manner and at the same time as the general ad valorem taxes on real property are payable, and become delinquent at the same times and bear the same proportionate penalties and interest after delinquency as do the general ad valorem taxes on real property, all as shown in the Assessment Ordinance.

A record of the Special Assessments on each tract or lot which are to be collected in each year during the term of the Outstanding Assessment Bonds has been prepared by the Issuer and is shown on the Assessment Roll. Sums received from the collection of the Special Assessments for payment of the Debt Service Requirements on the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds and Series 2017 Refunding Bonds (including delinquent installments, foreclosure proceeds, proceeds from a guarantor of Special Assessments to pay the Debt Service Requirements on the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds, Series 2017 Refunding Bonds and penalties) and of the interest and premium if any thereon shall be deposited into the Collection Fund or the Series 2017 Refunding Bonds Collection Account, except that amounts received as Prepayments shall be deposited into the Prepayment Fund or the Series 2017 Refunding Bonds Prepayment Account."

(g) The provisions of Section 9.6 of the 2008 Trust Agreement are hereby amended to read as follows:

"Subject to the provisions of the Joint Utility Contract, the Issuer has levied an assessment on all of the property within the P.I.D. to pay a portion of the Debt Service Requirements on the Outstanding Assessment Bonds (the "Improvement Assessment" or "Special Assessment") which Assessment shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance and the Joint Utility Contract. Each Improvement Assessment may be paid immediately or in periodic annual installments (the "Annual Installment") over a period of time due from October 1, 2008 and ending March 1, 2038 in the manner provided in the Assessment Ordinance. Each Improvement Assessment shall bear interest in the manner provided in the Assessment Ordinance at the rate calculated as a weighted average of interest rate borne by the Series 2008 Bonds, Series 2011 Road Bonds, Series 2011 Utility Bonds, Series 2014 Utility Bonds, Series 2017 Refunding Bonds and any Additional Bonds per annum at the rate calculated on the basis of a 360 day year of twelve 30-day months. Each Annual Installment, together with the interest in the unpaid amount of an Improvement Assessment, shall be assessed on February 1 and shall be due on October 1 of each year (the "Installment Payment Date") with each Annual Installment being due on October 1 of each year with the final Annual Installment due on the final principal maturity date of Outstanding Assessment Bonds. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the year such Annual Installment is due (the "Delinquency Date"). Notwithstanding any other provision of the Fourth

Supplemental Trust Agreement or the Assessment Ordinance to the contrary, the Issuer will comply with Section 372.014 of the Texas Local Government Code, as amended.

There will be no split payment of an Annual Installment or discount for the early payment of an Annual Installment.

Improvement Assessments ("Assessments" or "Special Assessments") together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for state, county, school district, special district, municipal, or other ad valorem taxes, and shall be a personal liability of and charge against the owner of the property, regardless of whether the owners are named. The lien for Assessments and each Annual Installment thereof and penalties and interest shall begin on the effective date of the Ordinance levying the Assessments until the assessments are paid or until all Outstanding Assessment Bonds and other amounts owed under the 2008 Trust Agreement or any other supplemental trust agreement thereto, including the Fourth Supplemental Trust Agreement, are finally paid, and shall be enforced by the Issuer in the manner provided by the Texas Tax Code for collecting ad valorem taxes on real property.

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

(h) The provisions of Section 9.7 of the 2008 Trust Agreement are hereby amended to read as follows:

"The provisions of Section 372.018 of the Act are applicable to the payment of the unpaid Special Assessments and the corresponding mandatory redemption of the Outstanding Assessment Bonds. Pursuant thereto, whenever an owner elects to pay off an unpaid Special Assessment levied to pay the Debt Service Requirements on Outstanding Assessment Bonds in full and remove the lien of such Special Assessment, the Issuer and District No. 1-F (in addition to any delinquent installments of such Special Assessment, including the interest and penalties thereon) shall collect from such owner the total of the following sums:

a. The unpaid, nondelinquent principal of such Special Assessment, including principal for the current Fiscal Year billed but not yet paid.

b. Unpaid interest accrued on such Special Assessment through the date of prepayment."

(i) The provisions of Section 9.8 of the 2008 Trust Agreement are hereby amended to read as follows:

"Whenever an owner of assessed land elects to prepay the Special Assessment levied to pay the Debt Service Requirements on the Outstanding Assessment Bonds in part, the Issuer (in

addition to any delinquent installments of such Special Assessment, including the interest and penalties thereon) shall collect from each owner the total of the following sums:

a. A portion of the unpaid, nondelinquent principal of such Special Assessment to be prepaid; and

b. Unpaid interest accrued on such Special Assessment through the date of Prepayment.

When a Special Assessment has been partially prepaid, the Issuer or District No. 1-E shall issue a revised record for that parcel, a copy of which shall be filed with the Trustee and the City Secretary of the Issuer, showing the proportionate reduction in such Special Assessment installments."

Section 4.03. Supplements to Article 14 of the 2008 Trust Agreement. The terms of Article 14 of the 2008 Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the 2008 Trust Agreement with respect to the Series 2017 Refunding Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Refunding Bonds. In the event of a conflict between the provisions of the 2008 Trust Agreement and this Fourth Supplemental Trust Agreement, the provisions of the Fourth Supplemental Trust Agreement shall control with respect to the Series 2017 Refunding Bonds.

(a) The provisions of Section 14.1 of the 2008 Trust Agreement are hereby supplemented by adding the following paragraphs:

"The Issuer shall provide annually to the MSRB through its Electronic Municipal Market Access ("EMMA") system, within six months after the end of each Fiscal Year of the District ending in or after 2017, the annual financial statement of the District and the financial information and operating data of the with respect to the District of the general type included in the final Official Statement for the Series 2017 Refunding Bonds under the headings "DISTRICT DEBT" and "DISTRICT TAX DATA".

Any financial statements so to be provided shall be (a) prepared in accordance with the accounting principles currently utilized by the District, as they may be revised from time to time to comply with state law or regulation and (b) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide, or cause to be provided, unaudited financial statements of the District by the required time, and shall provide, or cause to be provided, audited financial statements for the applicable Fiscal Year to the MSRB through EMMA, when and if audit report on such statements become available.

If the District changes its Fiscal Year, the Issuer will notify to the MSRB through EMMA, or cause the MSRB to be notified, of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full text or may incorporate by reference certain other publicly available documents, as permitted by Rule15c2-12 of the SEC."

(b) Section 14.2 of the 2008 Trust Agreement is hereby supplemented by adding the following paragraphs as follows:

"The Issuer shall notify the MSRB through EMMA, in a timely manner (but not in excess of ten (10) business days from the occurrence of the event), of any of the following events with respect to the Series 2017 Refunding Bonds, if such event is material within the meaning of the federal securities laws:

a. Non-payment related defaults;

b. Modifications to rights of Bondholders;

c. Bond calls;

d. Release, substitution, or sale of property securing repayment of the Bonds;

e. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale or all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

f. Appointment of a successor or additional trustee or the change of name of a trustee.

The Issuer shall notify the MSRB through EMMA, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Series 2017 Refunding Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

a. Principal and interest payment delinquencies;

b. Unscheduled draws on debt service reserves reflecting financial difficulties;

c. Unscheduled draws on credit enhancements reflecting financial difficulties;

d. Substitution of credit or liquidity providers, or their failure to perform;

e. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the bonds, or other events affecting the tax-exempt status of the Bonds;

f. Tender offers;

g. Defeasances;

h. Rating changes; or

i. Bankruptcy, insolvency, receivership or similar event of an obligated person.

The Issuer shall notify the MSRB through EMMA, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Section 14.1 of this Agreement by the time required by such Section."

(c) The provisions of Section 14.3 of the 2008 Trust Agreement are hereby amended to add the following paragraphs:

"The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Series 2008 Bonds, the Series 2011 Road Bonds, the Series 2011 Utility Bonds, the Series 2014 Utility Bonds and the Series 2017 Refunding Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Series 2008 Bonds, the Series 2011 Road Bonds, the Series 2011 Utility Bonds, the Series 2014 Utility Bonds and the Series 2017 Refunding Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY SERIES 2008 BOND, SERIES 2011 ROAD BOND, SERIES 2011 UTILITY BONDS, SERIES 2014 UTILITY BONDS OR SERIES 2017 REFUNDING BOND, OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Article shall constitute a breach of or default under this Trust Agreement for purposes of any other provision of the Fourth Supplemental Trust Agreement.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal, state and securities law.

The provisions of this Article may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Series 2008 Bonds, the Series 2011 Road Bonds, the Series 2011 Utility Bonds, the Series 2014 Utility Bonds and the Series 2017 Refunding Bonds in the primary offering of the Series 2008 Bonds, the Series 2011 Road Bonds, the Series 2011 Utility Bonds, the Series 2014 Utility Bonds and the Series 2017 Refunding Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount of Bonds Outstanding (or any greater amount required by any other provision of this Trust Agreement that authorizes such an amendment) consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Series 2008 Bonds, the Series 2011 Road Bonds, the Series 2011 Utility Bonds, the Series 2014 Utility Bonds and the Series 2017 Refunding Bonds. If the Issuer so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided, in accordance with Section 14.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 4.04. Supplements and Amendments to Article 15 of the 2008 Trust Agreement. The terms of Article 15 of the 2008 Trust Agreement are in full force and effect except with respect to the provisions below, which shall supplement and amend such provisions of the 2008 Trust Agreement solely with respect to the Series 2017 Refunding Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Refunding Bonds. In the event of a conflict between the provisions of the 2008 Trust Agreement and the Fourth Supplemental Trust Agreement, the provisions of the Fourth Supplemental Trust Agreement shall control with respect to the Series 2017 Refunding Bonds.

(a) The provisions of Section 15.2 of the 2008 Trust Agreement are hereby amended to read as follows:

"The Issuer hereby covenants with and for the benefit of the Owners that it will determine or cause to be determined, no later than June 1 of each year, whether or not any installment or installments of Special Assessments due and billed are delinquent and, if such delinquencies exist, the Issuer will order and cause to be commenced, on or before June 1 or immediately thereafter, and thereafter diligently prosecute an action in district court to foreclose the lien for the amount of any delinquent installment or installments of Special Assessments; provided, however, that the Issuer shall not be required to order the commencement of foreclosure proceedings if the total of such delinquencies for such Fiscal Year is less than five percent (5%) of the total of the Special Assessment installments posted to the Assessment Roll for such Fiscal Year. Notwithstanding the foregoing, if the Issuer determines that there is a delinquent Special Assessment installment on any single property in excess of one hundred thousand dollars ($100,000), then it will diligently institute, prosecute and pursue foreclosure proceedings against such property.

To the extent it may legally do so, and taking into account the prior liens on assessed land for ad valorem taxes, the Issuer covenants that property will not be sold in a judicial foreclosure for less than the amount of a delinquent Special Assessment installment due on the property, including delinquent penalties, interest, and attorney fees, without the consent of the Owners of a majority in principal amount of the Outstanding Assessment Bonds. Any sale of property for nonpayment of an installment or installments of a Special Assessment shall be subject to the lien established for the remaining unpaid installments of the Special Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the nondelinquent installments of Special Assessment against such property as they become due and payable pursuant to the terms of the Assessment Ordinance, this Trust Agreement and the Fourth Supplemental Trust Agreement."

Section 4.04 Amendments to Article I of the Master Trust Agreement and Amendments to the Master Trust Agreement.

(a) The provisions of Section 1.1 of the Master Trust Agreement are hereby amended as follows: The definition "Joint Utility Contract" is deleted and replaced with the following definition:

> "Joint Utility Contract means the Amended 2016 Joint Utility Contract among the Issuer, the District and District No. 1-A, approved by the Governing Body of the Issuer on _____, 2017, as the same may be amended from time to time."

(b) All references to the 2007 Joint Utility Contract or Joint Utility Contract in the Master Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement, and this Fourth Supplemental Trust Agreement shall be deemed to reference the "Joint Utility Contract" as defined herein.

(c) "EXHIBIT C" to the Master Trust Agreement is hereby deleted and replaced with the Joint Utility Contract attached hereto as Exhibit "C".

ARTICLE V

BOND INSURANCE

Section 5.01 Provisions Relating to Bond Insurance. The terms of the 2008 Trust Agreement are in full force and effect except with respect to the provisions below which shall supplement the terms of the 2008 Trust Agreement with respect to the Series 2017 Refunding Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Refunding Bonds. In the event of a conflict between the provisions of the 2008 Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement, and the Fourth Supplemental Trust Agreement (collectively, the "Trust Agreement"), the provisions of the Fourth Supplemental Trust Agreement shall control with respect to the Series 2014 Utility Bonds.

(a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Notwithstanding anything to the contrary set forth in the 2008 Trust Agreement or the First Supplemental Trust Agreement, Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement and this Fourth Supplemental Trust Agreement, amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Series 2008 Bonds, the Series 2011 Utility Bonds, the Series 2011 Road Bonds, the Series 2014 Utility Bonds, and the Series 2017 Refunding Bonds or any other Outstanding Assessment Bonds in the pro rata amounts allocated to each series based upon the Outstanding Series 2004 Bonds, Outstanding Series 2011 Road Bonds, Outstanding Series 2011 Utility Bonds, Outstanding Series 2014 Utility Bonds, Outstanding Series 2017 Refunding Bonds or any other Outstanding Assessment Bonds.

(b) The Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2017 Refunding Bonds insured by it are entitled to take pursuant to the Trust Agreement pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Trust Agreement and each Bond, the Trustee and each Bondholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

(c) [reserved]

(d) Acceleration of the Series 2017 Refunding Bonds is not permitted under any circumstances, including after the occurrence of an Event of Default.

(e) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(f) The Insurer shall be included as a third party beneficiary to this Fourth Supplemental Trust Agreement.

(g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Series 2017 Refunding Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Trust Agreement

which permits the purchase of Series 2017 Refunding in lieu of redemption shall require the prior written approval of the Insurer if any Series 2017 Refunding Bond so purchased is not cancelled upon purchase.

(h) Any amendment, supplement, modification to, or waiver of, the Trust Agreement or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Bondowners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(i) The rights granted to the Insurer under the Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Insurer.

(j) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Series 2017 Refunding Bonds unless the Insurer otherwise approves.

(k) To accomplish defeasance, the Issuer shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2017 Refunding Bonds in full on the maturity or redemption date ("Verification"), (ii) an Escrow or Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2017 Refunding Bonds are no longer "Outstanding" under the Trust Agreement and (iv) a certificate of discharge of the Trustee with respect to the Series 2017 Refunding Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer, Trustee and Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) business days prior to the funding of the escrow.

Series 2017 Refunding Bonds shall be deemed "Outstanding" under the Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

(l) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Trust Agreement and the Series 2017 Refunding Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Issuer in

accordance with this Fourth Supplemental Trust Agreement. This Fourth Supplemental Trust Agreement shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(m) Each of the Issuer and Trustee covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(n) Claims Upon the Insurance Policy and Payments by and to the Insurer.

(1) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under this Fourth Supplemental Trust Agreement, moneys sufficient to pay the principal of and interest on the Series 2017 Refunding Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2017 Refunding Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2014 Utility Bonds and the amount required to pay principal of the Series 2014 Utility Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

(2) The Trustee shall designate any portion of payment of principal on Series 2017 Refunding Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Insurer.

(3) The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(4) Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive

control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the Series 2017 Refunding Bonds under the sections hereof regarding payment of Series 2017 Refunding Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2017 Refunding Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Advances are secured by a lien on and pledge of the Pledged Revenues and payable from such Pledged Revenues on a parity with debt service due on the Series 2017 Refunding Bonds. The Insurer Reimbursement Amounts (other than the Insurer Advances) are subject to appropriation by the Issuer and are payable to the extent provided by law.

(5) Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Series 2017 Refunding Bond payment date shall promptly be remitted to the Insurer.

(o) The Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2017 Refunding Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Issuer to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(p) The Issuer shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under this Fourth Supplemental Trust Agreement or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Fourth Supplemental Trust Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Fourth Supplemental Trust Agreement or any other Related Document or the

transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Fourth Supplemental Trust Agreement or any other Related Document. Such charges, fees, costs and expenses incurred or due under this Section (p) are subject to appropriation by the Issuer and are payable to the extent provided by law.

(q) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Series 2017 Refunding Bonds and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

(r) The Insurer shall be entitled to pay principal or interest on the Series 2017 Refunding Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Series 2017 Refunding Bonds as a result of acceleration of the maturity thereof in accordance with this Trust Agreement, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(s) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No._____, Telephone: (212) 826-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(t) The Insurer shall be provided with the following information by the Issuer or Trustee, as the case may be:

(1) Annual audited financial statements within one hundred and fifty (150) days after the end of each of the Issuer's and Obligor's fiscal year (together with a certification of the Issuer that it is not aware of any default or Event of Default under this Trust Agreement), and the Issuer's and Obligor's annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(2) Notice of any draw upon the Debt Service Reserve Fund within two (2) business days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Series 2017 Refunding Bonds;

(3) Notice of any default known to the Trustee or Issuer within five (5) business days after knowledge thereof;

(4) Prior notice of the advance refunding or redemption of any of the Series 2017 Refunding Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(5) Notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(6) Notice of the commencement of any proceeding by or against the Issuer or Obligor commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(7) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2017 Refunding Bonds;

(8) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(9) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents.

In addition, to the extent that the Issuer or the Obligor has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2014 Utility Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

(u) The Insurer shall have the right to receive such additional information as it may reasonably request.

(v) The Issuer and the Obligor will permit the Insurer to discuss the affairs, finances and accounts of the Issuer and the Obligor or any information the Insurer may reasonably request regarding the security for the Series 2017 Refunding Bonds with appropriate officers of the Issuer and the Obligor and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer and the Obligor on any business day upon reasonable prior notice.

(w) The Trustee shall notify the Insurer of any failure of the Issuer or the Obligor to provide notices, certificates and other information under the transaction documents.

(x) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in this Trust Agreement, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Debt Service Reserve Fund is fully funded at the Debt Service Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.

(y) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Fourth Supplemental Trust Agreement would adversely affect the security for the Series 2017 Refunding Bonds or the rights of the Bondholders, the

Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(z) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2017 Refunding Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(aa) If the Series 2017 Refunding Bonds are issued for refunding purposes, there shall be delivered an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto), or a certificate of discharge of the trustee for the Refunded Bonds, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the Refunded Bonds shall have occurred. If the Refunded Bonds are insured by Assured Guaranty Municipal Corp., at least three (3) business days prior to the proposed date for delivery of the Policy with respect to the Refunding Bonds, the Insurer shall also receive (i) the verification letter, of which the Insurer shall be an addressee, by an independent firm of certified public accountants which is either nationally recognized or otherwise acceptable to the Insurer, of the adequacy of the escrow established to provide for the payment of the Refunded Bonds in accordance with the terms and provisions of the Escrow Agreement, and (ii) the form of an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto) to the effect that the Escrow Agreement is a valid and binding obligation of the parties thereto, enforceable in accordance with its terms (such Escrow Agreement shall provide that no amendments are permitted without the prior written consent of the Insurer). An executed copy of each of such opinion and reliance letter, if applicable, or Trustee's discharge certificate, as the case may be, shall be forwarded to the Insurer prior to delivery of the Series 2017 Refunding Bonds.

This Fourth Supplemental Trust Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

This written Fourth Supplemental Trust Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Trust Agreement to be executed on their behalf by their duly authorized officers all as of the day and year first above written.

EXECUTED as of the _____ ___, 2017.

CITY OF LEWISVILLE ("Issuer")

By:_____
Name:_____
Title: Mayor

ATTEST:

By:_____
Name:_____
Title: City Secretary

WILMINGTON TRUST,
NATIONAL ASSOCIATION
Dallas, Texas ('Trustee")

By:_____
Name:_____
Title: _____
Address:
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248
Attention: Cam Lindsey

EXHIBIT A

FORM OF SERIES 2017 REFUNDING BONDS

[to follow]

EXHIBIT B

FORM OF INITIAL SERIES 2017 REFUNDING BOND

[to follow]

EXHIBIT C

FORM OF JOINT UTILITY CONTRACT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of _____, 2017 (herein, together with any amendments or supplements hereto, called this "Agreement") is entered into by and between the CITY OF LEWISVILLE, TEXAS, a home rule city organized, created and established pursuant to Article XI, Section 5 of the Constitution of the State of Texas (the "Issuer") and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having an office in Dallas, Texas, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent").

WHEREAS, the Issuer heretofore issued, sold and delivered the Issuer's $20,000,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2008 Bonds");

WHEREAS, the Issuer intends to issue $[_____] City of Lewisville, Texas Combination Special Assessment and Contract Revenue Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Series 2017 Refunding Bonds") to refund the Outstanding Series 2008 Bonds (the "Refunded Bonds"), as described in the Verification Report of Grant Thornton LLP (the "Report") attached hereto as Exhibit "C" and made a part hereof, and to pay costs of issuance of the Series 2017 Refunding Bonds;

WHEREAS, in accordance with the provisions of Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), and Section 372.027, Texas Local Government Code, as amended, the Issuer is authorized to sell refunding bonds in an amount sufficient to provide for the payment of obligations to be refunded, deposit the proceeds of such refunding bonds (and other available funds) directly with an escrow agent under an escrow or similar agreement with such escrow agent for safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree, provided such deposits may be invested only in direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which may be in book entry form and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of obligations to be refunded;

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such Paying Agent for any of the Refunded Bonds or trust company or commercial bank with respect to the safekeeping, investment, administration, and disposition of any such deposit, upon such terms and conditions as the Issuer and such Paying Agent may agree, provided that such deposits may be invested only in direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Bonds when due;

WHEREAS, Wilmington Trust, National Association is prepared to serve as Escrow Agent in accordance with the terms and conditions of this Agreement;

WHEREAS, the Refunded Bonds are scheduled to mature or be redeemed, and interest thereon is payable, on the dates and in the manner set forth in Exhibit "A" attached hereto and incorporated herein by reference as a part of this Agreement for all purposes;

WHEREAS, the Issuer on the July 17, 2017, pursuant to an ordinance (the "Bond Ordinance") duly passed and adopted by its City Council (the "City Council"), authorized the issuance of the Series 2017 Refunding Bonds, and such Series 2017 Refunding Bonds are being issued to refund, discharge and

make final payment of the principal of and interest on the Refunded Bonds, to fund a debt service reserve fund, and to pay related costs of issuance;

WHEREAS, upon the delivery of the Series 2017 Refunding Bonds, a portion of the proceeds of the sale of the Series 2017 Refunding Bonds are to be deposited into the "Escrow Fund" to be held by the Escrow Agent in accordance with this Agreement;

WHEREAS, as shown by the Report, the deposit is sufficient to pay the principal amount of the Refunded Bonds and the accrued interest thereon as the same shall become due as set forth in Exhibit "A";

WHEREAS, as shown by the Report, the deposit to the account of the Escrow Fund is set forth in Exhibit "B" attached hereto and incorporated herein by reference and made a part of this Agreement for all purposes;

WHEREAS, the Escrow Agent is a banking corporation organized and existing under the laws of the United States of America, possessing trust powers and is fully qualified and empowered to enter into this Agreement;

WHEREAS, the City Council duly approved and authorized the execution of this Agreement; and

WHEREAS, the Issuer and the Escrow Agent (at the direction of the Issuer), as the case may be, shall take all action necessary to call, pay, redeem and retire said Refunded Bonds in accordance with the provisions thereof, including, without limitation, all actions required by the Act, the Bond Ordinance and this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, and to secure the payment of the principal of and the interest on the Refunded Bonds as the same shall become due, the Issuer and the Escrow Agent mutually undertake, promise, and agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"Escrow Fund" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means the direct noncallable, not pre-payable United States Treasury Obligations and Obligations the due timely payment of which is unconditionally guaranteed by the United States of America described in the Report or cash or other direct Obligations of the United States of America substituted therefor pursuant to Article IV of this Agreement.

Section 1.02. Other Definitions. The terms "Agreement," "Issuer," "Escrow Agent," "Refunded Bonds," "Series 2017 Refunding Bonds," "Report," and "Paying Agent," when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

ARTICLE II. DEPOSIT OF FUNDS AND ESCROWED SECURITIES IN THE ESCROW FUND

Concurrently with the sale and delivery of the Series 2017 Refunding Bonds, the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III. CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special fund and irrevocable escrow to be known as the "City of Lewisville, Texas Combination Special Assessment and Contract Revenue Utility Refunding Bonds, Series 2017 Escrow Fund" (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Bonds at their respective maturity or redemption dates and interest thereon to such maturity or redemption dates in the amounts and at the times shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Bonds as such interest comes due and the principal of the Refunded Bonds as the Refunded Bonds mature or are redeemed, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities, and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed

Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Bonds; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Refunded Bonds. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as an Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts, or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV. LIMITATION ON INVESTMENTS

Section 4.01. General Limitations. Except as provided in Sections 4.02, 4.03, and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations – State and Local Government Series with an interest rate equal to 0%, to the extent such securities are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes, or United States Treasury Obligations – State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. Substitutions and Reinvestments. At the written direction of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other money or securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

(1) an opinion of an independent certified public accountant or firm of certified public accountants that after such substitution or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available money, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and redemption premium, if any, on the Refunded Bonds which have not previously been paid, and

(2) opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Refunded Bonds to be "arbitrage obligations" within the meaning of section 148 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Bonds subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Bonds.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or non-interest-bearing direct noncallable and not pre-payable obligations of the United States Treasury (i.e., Treasury Obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) (the "Substitute Obligations") for non-interest bearing Escrowed Securities, if any, but only if such Substitute Obligations

(a) are in an amount, and/or mature in an amount, that is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,

(b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and

(c) produce the amount necessary to pay the interest on and principal of the Refunded Bonds, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted, subject to the delivery of the opinions described in Section 4.03 hereof.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Series 2017 Refunding Bonds or Refunded Bonds to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V. APPLICATION OF CASH BALANCES

Except as provided in Sections 3.02, 4.02, 4.03, and 4.04 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI. RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations, and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Bonds.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII. CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Issuer as promptly as practicable after having actual knowledge of any such occurrence.

The recitals herein and in the proceedings authorizing the Series 2017 Refunding Bonds shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the express terms and provisions of this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

The Escrow Agent makes no representations as to the value, conditions, or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to risk, use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time. The Escrow Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel and the advice or any opinion of counsel

shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians, or nominees appointed with due care.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 7.03. Compensation. (a) Concurrently with the deposit of the Escrowed Securities, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount of $[_____], the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) Upon receipt of the aforesaid specific sums stated in subsection (a) of this Section 7.03 for Escrow Agent fees, expenses, and services, the Escrow Agent shall acknowledge such receipt to the Issuer in writing.

(c) To the extent permitted by law, the Issuer agrees to indemnify the Escrow Agent and its officers, directors, agents, and employees for, and hold it and them harmless against, any loss, liability, claim, cost, suit, judgment, or expense (including, without limitation, legal fees and expenses) incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. This Section 7.03(c) shall survive the termination of this Agreement and the earlier removal or resignation of the Escrow Agent.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 30 days of the occurrence of such vacancy or the Escrow Agent's giving notice of resignation, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the

Issuer, signed by such owners or by their duly authorized attorneys-in-fact or the Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within two months after a vacancy shall have occurred, the owner of any Refunded Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be: (i) a corporation, bank, or banking association organized and doing business under the laws of the United States or the State of Texas; (ii) be authorized under such laws to exercise corporate trust powers; (iii) be authorized under Texas law to act as an escrow agent; (iv) have its principal office and place of business in the State of Texas; (v) have a combined capital and surplus of at least $5,000,000; and (vi) be subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge, and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than 30 days', written notice to the Issuer and Paying Agent and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Bonds, by a court or by the Issuer as herein provided and such successor Escrow Agent shall be qualified under Chapter 1207 and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent. Any bank, corporation or association into which the Escrow Agent may be merged or converted to with which it may be consolidated, or any bank, corporation, or association resulting from any merger, conversion, or consolidation to which the Escrow Agent shall be a party, or any bank, corporation, or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding. If within 30 days following the resignation of the Escrow Agent, no successor Escrow Agent shall have been appointed, the Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent.

If the Escrow Agent resigns, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee hereunder.

Section 7.05. Paying Agent for Refunded Bonds. The Paying Agent has heretofore contracted with the Issuer to act as paying agent relative to the Refunded Bonds and has received notice of redemption of the Refunded Bonds, and will continue to fully perform and carry out all of the normal and customary duties as paying agent for the Refunded Bonds, for so long as the same remain unpaid, including, but not limited to, making payments of interest as the same shall become due and principal, at maturity or upon prior redemption, to the owners and holders of the Refunded Bonds, in accordance with the Trust Agreements authorizing the respective issuances of the Refunded Bonds, and to apply all funds transferred to it pursuant to Section 3.02 hereof solely for the purpose of paying the principal of and

interest on the Refunded Bonds in the manner provided herein; provided, however, that in the event that the Paying Agent, acting in its capacity as paying agent relative to the Refunded Bonds, is requested to perform any extraordinary services in such respect and, as a result thereof, any other fees, expenses, or charges of any kind or character become due and payable by the Issuer to the Paying Agent, as paying agent relative to the Refunded Bonds, the Issuer agrees to pay to the Paying Agent, from a lawfully available source (specifically excluding funds on deposit in the Escrow Fund) reasonable fees for such extraordinary services performed and to reimburse the Bank for expenses incurred in connection with such extraordinary services.

ARTICLE VIII. MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on the signature page hereof. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Bonds or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Bonds, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report and the Escrowed Securities, together with the specific sums stated in Section 7.03 for the Escrow Agent fees, expenses and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall materially adversely affect the rights of the owners of the Refunded Bonds as evidenced by an opinion of counsel delivered to the Escrow Agent.

Section 8.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

EXECUTED as of the date first written above.

CITY OF LEWISVILLE, TEXAS

By: _____
Mayor

Address: 151 West Church Street
Lewisville, Texas 75057
Tel: _____
Fax: _____
Email: _____

ATTEST:

By:_____
City Secretary

(CITY SEAL)

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Escrow Agent

By: _____

Title: _____

Address: Wilmington Trust, National
Association
15950 N. Dallas Parkway
Suite 550
Dallas, Texas 75248
Tel: (972) 383-____
Fax: (972) 383-____
Email: clindsay@wilmingtontrust.com

EXHIBIT A

REFUNDED BONDS

CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
CAPITAL IMPROVEMENT BONDS
SERIES 2008
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT)

Year of Maturity	Principal Amount
2020	$795,000(a)
2021	845,000(a)
2022	905,000(a)
2023	965,000(a)
2024	1,030,000(a)
2025	1,100,000(a)
2026	1,170,000(a)
2027	1,250,000(a)
2028	1,335,000(a)
2029	1,425,000(a)
2030	1,520,000(a)
2031	630,000(a)

(a) Represents mandatory sinking fund payments due on such dates on term bonds due September 1, 2031.

Redemption Date: October 1, 2018.

.

EXHIBIT B

ESCROW DEPOSIT

[to follow]

EXHIBIT C

VERIFICATION REPORT

[to follow]

$_____
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT)

BOND PURCHASE AGREEMENT

_____, 2017

Honorable Mayor and City Council
City of Lewisville, Texas
c/o Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

Dear Mayor and City Council Members:

The undersigned (the "Underwriter") offers to enter into this Bond Purchase Agreement with the City of Lewisville, Texas (the "Issuer") and Denton County Fresh Water Supply District No. 1-F (the "District"). This offer is made subject to the Issuer's acceptance of this Bond Purchase Agreement on or before 10:00 p.m., Dallas Time on the date hereof.

1. **Purchase and Sale of the Bonds**. Upon the terms and conditions and upon the basis of the representations set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer agrees to sell and deliver to the Underwriter, an aggregate of $_____ City of Lewisville, Texas Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms that the Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Underwriter for its own account. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Issuer, (v) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, (vi) the Underwriter has provided to the Issuer prior disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the District, and (vii) the Issuer has engaged a municipal advisor to advise it on this transaction.

The Bonds shall have the dated date and maturities as shown on the cover and inside cover pages of the Official Statement (hereinafter defined) attached hereto as Exhibit A. The Bonds shall bear interest from the date of initial delivery thereof, at the rate or rates per annum as shown on the inside cover page of the Official Statement, such interest being payable as shown on the cover page of the Official Statement. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds of $_____, plus a premium of $_____, less an Underwriter's discount of $_____).

There has previously been submitted or is submitted herewith, a notarized interested parties disclosure form, completed in accordance with the provisions of Texas Government Code, Section 2252.908 (the "Disclosure Form"). The Underwriters and the District understand that neither the District nor its consultants have the ability to verify the information included in the Disclosure Form, and neither the District nor its consultants have an obligation, nor have undertaken any responsibility, to advise the Underwriters, with respect to the proper completion of the Disclosure Form, other than providing the identification number required for the completion of the Disclosure Form.

2. **Bond Ordinance**. The Bonds shall be as described in and shall be issued and secured under the provisions of an ordinance adopted by the Issuer on July 17, 2017, and the Approval Certificate of even date herewith (collectively, the "Bond Ordinance"). The Bonds shall be secured and payable as provided in the Bond Ordinance, the Trust Agreement, dated as of February 1, 2008, as amended and supplemented by a First Supplemental Trust Agreement and Second Supplemental Trust Agreement , each dated as of November 1, 2011, a Third Supplemental Trust Agreement, dated as of May 1, 2014 and a Fourth Supplemental Trust Agreement, dated as of July 1, 2017 (collectively, the "Trust Agreement") among the Issuer and Wilmington Trust, National Association (the "Trustee") and a Joint Utility Contract, dated January 7, 2008, as amended (the "Contract"), among the Issuer, Denton County Fresh Water Supply District No. 1-A ("District No. 1-A"), and the District.

3. **Public Offering**. It shall be a condition of the obligations of the Issuer to sell and deliver the Bonds to the Underwriter, and of the obligations of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds authorized by the Bond Ordinance shall be sold and delivered to the Issuer and accepted and paid for by the Underwriter at the Closing. The Underwriter agrees to make a bona fide public offering of all of the Bonds, at prices not in excess of the initial public offering prices, as set forth on the cover page of the Official Statement (hereinafter defined), plus interest accrued on the Bonds.

4. **Official Statement**. The Official Statement of the Issuer, dated the date hereof including the cover and inside cover pages and Appendices thereto, as further amended or supplemented only in the manner hereinafter provided, is hereinafter called the "Official Statement." The Preliminary Official Statement, dated July 18, 2017 (as amended or supplemented through the date hereof, the "Preliminary Official Statement") has been prepared by the Issuer for the use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Issuer confirms its consent to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by

Section (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and sale of the Bonds. The Issuer agrees to cooperate with the Underwriter to provide a supply of final Official Statements within seven business days of the date hereof in sufficient quantities (not to exceed 250), and in such printed or electronic form as is sufficient, to comply, and the Underwriter agrees to comply, with the Underwriter's obligations under applicable Rules of the MSRB and Rule 15c2-12. The Issuer further specifically agrees to cooperate with the Underwriter to provide such information as is necessary for the Underwriter to comply with the filing requirements of MSRB Rule G-32. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for the purposes of Rule 15c2-12 is the date of Closing.

5. **Representations, Warranties and Agreements of the Issuer**. On the date hereof, the Issuer represents, warrants and agrees as follows:

(a) The Issuer is a home rule city created pursuant to the Constitution and laws of the State of Texas and has full legal right, power and authority (i) to issue the Bonds, (ii) to authorize and approve the Preliminary Official Statement and the Official Statement and to authorize and approve their distribution by the Underwriter, (iii) to adopt the Bond Ordinance and to carry out and consummate the actions contemplated thereby, and (iv) to carry out and consummate all other transactions contemplated by each of the aforesaid documents;

(b) The Issuer has duly created and established the Lewisville Castle Hills Public Improvement District No. 3 (the "Improvement District") pursuant to Chapter 372, Texas Local Government Code and the Issuer has full legal right, power, and authority to levy, assess, and collect the special assessments in accordance with the City of Lewisville Ordinances, adopted on May 21, 2007, January 7, 2008, and May 19, 2014, which authorized the imposition of special assessments upon land within the Improvement District (collectively, the "Assessment Ordinance").

(c) The Issuer has complied, and will be at the date of Closing in compliance, in all material respects, with the Constitution and laws of the State of Texas in connection with the authorization, issuance and sale of the Bonds;

(d) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Bond Ordinance, has duly authorized and approved the execution and delivery of the Bonds, the Trust Agreement, the Contract and this Bond Purchase Agreement, and has duly authorized and approved the performance of its obligations contained in the Bond Ordinance, the Trust Agreement, the Contract, and this Bond Purchase Agreement;

(e) To the knowledge of the Issuer, the Issuer is not in breach of or default in any material respect under any applicable law or administrative regulation of the State of Texas or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument, except as may be disclosed in the Official Statement, to which the Issuer is a party or is otherwise subject, which would have a material and adverse effect upon the Bonds; and the execution and delivery of the Contract, the Trust Agreement, and this

Bond Purchase Agreement by the Issuer and the execution and delivery of the Bonds and the adoption of the Bond Ordinance by the Issuer and compliance with the provisions of each thereof will not violate or constitute a material breach of or default under any existing law, administrative regulation, judgment, decree or any agreement or other instrument to which the Issuer is a party or, to the knowledge of the Issuer, is otherwise subject;

(f) All approvals, consents and orders of any governmental authority or agency having jurisdiction which approval, consent or order would constitute a condition precedent to the performance by the Issuer of its obligation to issue the Bonds hereunder will have been obtained prior to the Closing;

(g) The Preliminary Official Statement did not, and at the time of the Issuer's acceptance hereof, insofar as the Issuer and its affairs, including its financial affairs, are concerned, the Official Statement does not, and at the time of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) Between the date of this Bond Purchase Agreement and Closing, the Issuer will not, without the prior written consent of the Underwriter, issue any additional bonds, notes or other obligations for borrowed money payable in whole or in part from payments under the Contract or special assessments on the property located within the District;

(i) No litigation is pending or, to the knowledge of the Issuer, threatened in any court affecting the existence of the Issuer, the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Bonds, the levy or the collection of the special assessments pledged or to be pledged to make payments on the Bonds, or in any way contesting or affecting the issuance, execution, delivery, payment, security or validity of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Ordinance, the Trust Agreement, the Contract, or this Bond Purchase Agreement, or contesting the powers of the Issuer, or any authority for the Bonds, the Bond Ordinance, the Trust Agreement, the Contract, or this Bond Purchase Agreement or contesting in any way the completeness, accuracy or fairness of the Official Statement;

(j) Although the Issuer assumes no responsibility for the registration or qualification of the Bonds under the securities law of any jurisdiction, the Issuer will cooperate with the Underwriter, at the Underwriter's request and expense, in arranging for the qualification of the Bonds for sale and the determination of their eligibility for investment under the securities laws of such jurisdictions as the Underwriter designates, and will, at the Underwriter's request and expense, use its best efforts to continue such qualifications in effect so long as required for the initial distribution of the Bonds; provided, however, that the Issuer will not be required to execute a general consent to service of process or to qualify to do business in connection with any such qualification in any jurisdiction;

(k) The descriptions contained in the Official Statement of the Issuer and the Improvement District are true and correct in all material respects; and

(l) If after the date of this Bond Purchase Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to customers who request the same pursuant to Rule 15c2-12, an event occurs of which the Issuer has knowledge and which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter, and if in the opinion of the Issuer or the Underwriter such event requires a supplement or amendment to the Official Statement, or if it is necessary to amend or supplement the Official Statement to comply with laws, the Issuer will supplement or amend the Official Statement in a form and in a manner jointly approved by the Issuer and the Underwriter, such that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such supplement or amendment shall be subsequent to the Closing, the Issuer shall furnish such certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

6. **Representations, Warranties and Agreements of the District**. On the date hereof, the District represents, warrants and agrees as follows:

(a) The District was created by an election held on November 5, 2002, and operates as a water control and improvement district pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51, Texas Water Code, as amended, with certain reserved powers under Chapter 53, Texas Water Code, as amended, and has full legal right, power and authority (i) to enter into the Contract and this Bond Purchase Agreement, (ii) to authorize and approve the Preliminary Official Statement and the Official Statement and to authorize and approve its distribution by the Underwriter, (iii) to approve the form of the Bond Ordinance, (iv) to enter into this Bond Purchase Agreement, and (v) to carry out and consummate all other transactions contemplated by each of the aforesaid documents;

(b) The District has complied, and will be at the date of Closing in compliance, in all material respects, with the Constitution and laws of the State of Texas in connection with the Contract and the performance of its obligations thereunder;

(c) By official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the execution and delivery of the Contract and this Bond Purchase Agreement, and has duly authorized and approved the performance by the District of its obligations contained in the Contract and this Bond Purchase Agreement;

(d) To the knowledge of the District, the District is not in breach of or default under any applicable law or administrative regulation of the State of Texas or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument, except as may be disclosed in the Official Statement, to which the District is a party or is otherwise subject, which would have a material and adverse effect upon the business or

financial condition of the District; and the execution and delivery of the Contract and this Bond Purchase Agreement by the District and compliance with the provisions of each thereof will not violate or constitute a material breach of or default under any existing law, administrative regulation, judgment, decree or any agreement or other instrument to which the District is a party or, to the knowledge of the District, is otherwise subject;

(e) The Preliminary Official Statement did not and, at the time of the District's acceptance hereof, the Official Statement does not, and at the time of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading insofar as information within the knowledge of the District is concerned;

(f) The audited financial statements of the District as of September 30, 2016, contained in the Official Statement present fairly the financial position as of such dates, and the results of its operations for the year then ended, in conformity with generally accepted accounting principles, and there has been no material adverse change in the financial condition of the District since September 30, 2016;

(g) Between the date of this Bond Purchase Agreement and Closing, the District will not, without the prior written consent of the Underwriter, issue any additional bonds, notes or other obligations for borrowed money payable in whole or in part from ad valorem taxes;

(h) No litigation is pending or, to the knowledge of the District, threatened in any court affecting the existence of the District, the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Bonds, the levy or the collection of taxes pledged or to be pledged to make payments under the Contract, the levy or collection of special assessments to make payments under the Bonds or in any way contesting or affecting the issuance, execution, delivery, payment, security or validity of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Ordinance, the Trust Agreement, the Contract, this Bond Purchase Agreement, or contesting the powers of the District, or any authority for the Bonds, the Bond Ordinance, the Trust Agreement, the Contract, or this Bond Purchase Agreement or contesting in any way the completeness, accuracy or fairness of the Official Statement;

(i) The descriptions contained in the Official Statement of the District are true and correct in all material respects, and the descriptions of the Bonds, the Trust Agreement, the Contract, and the Bond Ordinance, accurately reflect the provisions of such instruments; and

(j) If after the date of this Bond Purchase Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to customers who request the same pursuant to Rule 15c2-12, an event occurs of which the District has knowledge and which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter, and if in the opinion of the District or the Underwriter such event

requires a supplement or amendment to the Official Statement, or if it is necessary to amend or supplement the Official Statement to comply with laws, the District will request the Issuer to supplement or amend the Official Statement in a form and in a manner jointly approved by the Issuer, the District and the Underwriter, such that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such supplement or amendment shall be subsequent to the Closing, the District shall furnish such certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

7. **Closing**. At 10:00 A.M., Dallas Time, on August 15, 2017 (the "Closing"), or such other date as agreed to by the Issuer and the Underwriter, the Issuer will deliver the initial Bonds and other documents hereinafter mentioned to or under the direction of the Underwriter and the Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Paragraph 1 hereof. The purchase price shall be paid in immediately available funds. Delivery and payment as aforesaid shall be made at the offices of Winstead, P.C., 500 Winstead Building, 2728 N. Harwood, Dallas, Texas 75201, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter. The Bonds shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, all as provided in the Bond Ordinance, and shall be made available to the Underwriter or its designee at least one business day before the Closing for purposes of inspection in Fort Worth, Texas, or such other place as shall be mutually satisfactory to the Issuer and the Underwriter.

8. **Conditions**. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the Issuer and the District contained herein and to be contained in the documents and instruments to be delivered at the Closing, and upon the performance by the Issuer and the District, of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase the Bonds shall be subject to the performance by the Issuer and the District of their respective obligations to be performed hereunder and under such documents and instruments executed at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of Issuer and the District contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of Closing, as if made on the date of Closing;

(b) At the time of the Closing, the Bond Ordinance, the Trust Agreement, and the Contract shall be in full force and effect, and the Bond Ordinance, the Trust Agreement, and the Contract shall not have been amended, modified or supplemented and the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter;

(c) At the time of the Closing, all official actions of the Issuer and the District related to the Contract, the Bond Ordinance, the Trust Agreement, this Bond Purchase

Agreement and the Official Statement shall be in full force and effect and shall not have been amended, modified or supplemented;

(d) Neither the Issuer nor the District shall have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(e) At or prior to the Closing, the Underwriter shall have received each of the following documents:

(1) The Official Statement executed on behalf of the Issuer by the Mayor and City Secretary of the Issuer and by the President and Secretary of the Board of Directors of the District;

(2) The Bond Ordinance certified by the City Secretary of the Issuer under its seal as having been duly adopted by the Issuer and as being in effect, with such changes or amendments as may have been agreed to by the Underwriter and evidence of official action of the District approving form of the Bond Ordinance;

(3) The Trust Agreement executed on behalf of the Issuer by the Mayor and City Secretary of the Issuer and by authorized officers of the Trustee;

(4) The opinion or opinions, dated the date of Closing, of Winstead PC, Bond Counsel, in form and substance acceptable to the Underwriter concerning the validity of the Bonds under Texas law, the excludability from gross income, for purposes of federal income taxes, of interest on the Bonds, and the defeasance of the obligations refunded by the Bonds;

(5) The opinion, dated on or prior to the date of Closing, of the Attorney General of Texas, approving the Bonds and evidence of the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, all as required by law;

(6) The supplemental opinion, dated the date of Closing, of Winstead PC, addressed to the Issuer, the Trustee, and the Underwriter (i) with respect to the enforceability of the Trust Agreement and the Contract, and (ii) to the effect that, in its capacity as Bond Counsel, such firm has reviewed the information contained under the captions "PLAN OF FINANCING," "THE BONDS (except for information under the sub-caption "Book-Entry-Only System)," "TAX PROCEDURES," "ASSESSMENT PROCEDURES," "THE ISSUER," "THE DISTRICT," "THE IMPROVEMENT DISTRICT," "LEGAL MATTERS," "TAX MATTERS," "CONTINUING DISCLOSURE OF INFORMATION," "APPENDIX B - DEFINITIONS," "APPENDIX C - SUMMARY OF TRUST AGREEMENT," "APPENDIX D - SUMMARY OF THE CONTRACT," and "APPENDIX E - FORM OF BOND COUNSEL OPINION" contained in the Official Statement, and such firm is of the opinion that such information, fairly summarizes the procedures, law and documents referred to therein. The opinion of such firm shall also state that, based upon its participation in the preparation of the Official Statement, Bond Counsel has no reason to believe that the

Official Statement (except for the financial statements and other financial and statistical data contained therein, as to which no view need be expressed), as of the date thereof, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(7) An opinion from Winstead PC, Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter to the effect that the Bonds are exempted securities as described in Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, to the extent provided in such Acts, and it is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Bond Ordinance and the Trust Agreement under the Trust Indenture Act of 1939, as amended;

(8) An opinion of McCall, Parkhurst & Horton L.L.P., Underwriter's Counsel, dated the date of Closing, in form and substance satisfactory to the Underwriter.

(9) An opinion of Norton Rose Fulbright US LLP, counsel to the Trustee, addressed to the Issuer and the Underwriter, concerning the validity of the Trust Agreement;

(10) A certificate, dated the date of Closing, signed by the Mayor of the Issuer, to the knowledge of the Issuer, in his official capacity, to the effect that to the best of his knowledge or belief (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing, as if made on the date of Closing; (ii) no litigation is pending or, to the knowledge of the Issuer, threatened in any court to restrain or enjoin the issuance or delivery of the Bonds, the payments under the Contract, or the levy or collection of special assessments to pay the Special Assessment Revenues, respectively, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Bond Ordinance, the Trust Agreement, the Contract, or this Bond Purchase Agreement, or contesting the powers of the Issuer or contesting the authorization of the Bonds, the Contract, the Bond Ordinance, or the Trust Agreement, or contesting in any way the accuracy, completeness or fairness of the Preliminary Official Statement or the Official Statement (but in lieu of or in conjunction with such certificate, the Underwriter may, in its sole discretion, accept certificates or opinions of counsel of the Issuer that, in his or her opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) the information, descriptions and statements of or pertaining to the Issuer contained in the Official Statement, on the date thereof and on the date of delivery were and are true and correct in all material respects; (iv) insofar as the Issuer and its affairs, including its financial affairs, are concerned, the Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances

under which they were made, not misleading; (v) insofar as the descriptions and statements, including financial data contained in the Official Statement, of or pertaining to entities other than the Issuer and their activities are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and that the Issuer has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the Issuer has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the Issuer; and (vi) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(11) A certificate, dated the date of Closing, signed by the President or Vice President of the Board of Directors of the District, in their official capacities, to the effect that to the best of their knowledge or belief (i) the representations and warranties of the District contained herein are true and correct in all material respects on and as of the date of Closing, as if made on the date of Closing; (ii) no litigation is pending or, to the knowledge of the District, threatened in any court to restrain or enjoin the issuance or delivery of the Bonds, or the levy or collection of the taxes pledged or to be pledged pursuant to the Contract to pay Contract Revenues and on the levy or collection of special assessments to pay the Special Assessment Revenues, respectively, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Bond Ordinance, the Trust Agreement, the Contract, or this Bond Purchase Agreement, or contesting the powers of the District or contesting the authorization of the Bonds, the Contract, the Bond Ordinance, or the Trust Agreement, or contesting in any way the accuracy, completeness or fairness of the Preliminary Official Statement or the Official Statement (but in lieu of or in conjunction with such certificate, the Underwriter may, in its sole discretion, accept certificates or opinions of counsel of the District that, in their opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) the information, descriptions and statements of or pertaining to the District contained in the Official Statement, on the date thereof and on the date of delivery were and are true and correct in all material respects; (iv) insofar as the District and its affairs, including its financial affairs, are concerned, the Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements, including financial data contained in the Official Statement, of or pertaining to entities other than the District and their activities are concerned, such statements and data have been obtained from sources which the District believes to be reliable and that the District has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the District has made no independent investigation as to the accuracy or completeness of the

information derived from sources other than the District; (vii) to the best of their knowledge, no event affecting the District has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect, and (viii) there has not been any material and adverse change in the financial condition of the District since September 30, 2016, the latest date as to which audited financial information is available.

(12) A certificate, dated the date of Closing, of an appropriate official of the Issuer to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of delivery of the Bonds, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

(13) A copy of a special report (the "Verification Report") prepared by the independent Certified Public Accountants named in the Official Statement, addressed to the District, Bond Counsel, Special Tax Counsel, and the Underwriters (i) verifying the arithmetical computations of the adequacy of the cash held under the Deposit Agreement (as defined in the Trust Agreement) to pay, when due, the principal or redemption price of, and interest on the Refunded Bonds and (ii) verifying the mathematical computations supporting the conclusion of Special Tax Counsel that the Bonds are not "arbitrage bonds" under the Code;

(14) Evidence satisfactory to the Underwriter that the Bonds have received a rating of not less than "AA" (stable outlook) from S&P Global Ratings Services, a Standard & Poor's Financial Services LLC business;

(15) Evidence of the municipal bond insurance policy for the Bonds issued by Assured Guaranty Municipal Corp. (the "Insurer") delivered in a form acceptable to the Underwriter; and

(16) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel or Underwriter's Counsel may reasonably request to evidence the truth, accuracy and completeness, as of the date hereof and as of the date of Closing, of the Issuer's and District's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance and satisfaction by the Issuer and the District at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the District.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be in form and substance satisfactory to Bond Counsel and Counsel to the Underwriter.

9. **Establishment of Issue Price of Bonds**. Notwithstanding any provision of this Bond Purchase Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(a) Definitions. For purposes of this Paragraph, the following definitions apply:

(i) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) "Participating Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) "Related Party" means any two or more persons who are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "Sale Date" means the date of execution of this Bond Purchase Agreement by all parties.

(b) Issue Price Certificate. The Underwriter, on behalf of the Participating Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and to execute and deliver to the Issuer at or before Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer, and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the Public of the Bonds.

(c) Substantial Amount Test. The Issuer will treat the first price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the "Substantial Amount Test") as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Purchase Agreement, the Underwriter will report to the Issuer the initial price or prices (the "Initial Offering Prices") at which the Participating Underwriters have offered to

the Public each maturity of the Bonds. The Underwriter agrees to promptly report to the Issuer the prices at which the Bonds that satisfy the Substantial Amount Test have been sold by the Participating Underwriters to the Public.

(d) Hold-the-Price Restriction. The Underwriter agrees, on behalf of the Participating Underwriters, that each Participating Underwriter will neither offer nor sell any of the maturities that do not satisfy the Substantial Amount Test (the "Hold-the-Price Maturity") to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Participating Underwriters have sold a Substantial Amount of such a Maturity to the Public at a price that is no higher than the Initial Offering Price of such Maturity (the "Hold-the-Price Restriction").

The Underwriter shall promptly advise the Issuer when the Participating Underwriters have sold a Substantial Amount of each such Hold-the-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price such Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The Issuer acknowledges that, in making the representation set forth in this subparagraph (d), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a retail distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restrictions as applicable to the Bonds.

(e) Agreements Among Participating Underwriters. The Underwriter confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds if that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing

wires, contains or will contain language obligating each Participating Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds if that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires.

(f) Sale to Related Party. If a Related Party to a Participating Underwriter purchases any of the Bonds, such sale does not constitute a sale to the Public for purposes of this Section unless the related Participating Underwriter will take steps to confirm in writing that such Related Party will hold such Bonds for its own account, without present intention to sell, reoffer, or otherwise dispose of such Bonds for at least five business days from the Sale Date. In the alternative, the applicable Participating Underwriter will require such Related Party to comply with the Hold-the-Price Restriction.

10. **Termination**. The Underwriter may terminate its obligation to purchase the Bonds at any time before Closing between the date of this Agreement and the Closing, the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, reasonably exercised, by the occurrence of any of the following:

(a) (i) Legislation shall have been enacted by the Congress of the United States, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any Committee of such House, or (ii) a decision shall have been rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or (iii) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (iv) a release or official statement shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which, in any such case described in clause (i), (ii), (iii), or (iv), would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds or upon income of the general character to be derived by the Issuer, other than any imposition of federal income taxes upon interest received on obligations of the general character as the Bonds on the date hereof.

(b) Any action shall have been taken by the SEC or by a court of competent jurisdiction which would require registration of any security under the Securities Act of 1933, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Bonds, or any action shall have been taken by any court or by any governmental authority of competent jurisdiction suspending the use of the Preliminary Official Statement or the Official Statement or any amendment or

supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority.

(c) (i) The Constitution of the State of Texas shall be amended or an amendment shall be proposed, or (ii) legislation shall be enacted, or (iii) a decision shall have been rendered as to matters of Texas law, or (iv) any order, ruling or regulation shall have been issued or proposed by or on behalf of the State of Texas by an official, agency or department thereof, affecting the tax status of the Issuer, the District, their respective property or income, its bonds (including the Bonds) or the interest thereon.

(d) (i) A general suspension of trading in securities on the New York Stock Exchange, (ii) a national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter, or (iii) a general banking moratorium declared by federal, State of New York, or State officials authorized to do so or a material disruption in securities settlement, payment or clearance services in the United States shall have occurred.

(e) There shall have occurred any disruptive events, occurrences, or conditions in the securities or debt markets;

(f) There shall have occurred (whether or not foreseeable) any (a) new material outbreak of hostilities (including, without limitation, an act of terrorism) or (b) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (c) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(g) An event described in Paragraph 6(j) hereof occurs which requires a supplement or amendment to the Official Statement.

(h) There shall have been a failure to provide within seven business days of the date hereof, an Official Statement in form and substance satisfactory to the Underwriter

(i) There shall have occurred any materially adverse change in the financial condition of the Issuer or the District, except for changes which the Official Statement discloses are expected to occur.

(j) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's or the District's obligations or any rating of the Insurer.

11. **Expenses**. The Underwriter shall be under no obligation to pay and the Issuer shall pay any expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to: (i) the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement (including amendments or supplements thereto); (ii) the cost of the preparation and printing of the Bonds; (iii) the fees and expenses of Bond Counsel; (iv) the fees and disbursements of the Attorney General of Texas and the Issuer's and the District's accountants, advisors, and any other experts or consultants retained by the Issuer or the District, including the fee of the independent certified accountants named in the Official Statement for the preparation of the Verification Report; (v) issuance costs associated with CUSIP and DTC filing; (vi) the fees and expenses of the Trustee and Trustee's counsel; (vii) the fees and expenses of Underwriter's Counsel; (viii) rating agency fees; and (ix) bond insurance premiums, if any.

12. **Notices**. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address for the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 5956 Sherry Lane, Suite 1900, Dallas, Texas 75225, Attention: Lori Sullivan. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing, signed by the Underwriter and delivered to the Issuer.

13. **Parties in Interest**. This Bond Purchase Agreement is made solely for the benefit of the Issuer, the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of any payment for the Bonds hereunder; and the Issuer's representations and warranties contained in Section 4 hereof and the District's representations and warranties contained in Section 5 hereof shall remain operative and in full force and effect regardless of any termination of the Bond Purchase Agreement.

14. **Source of Payment**. All obligations of the Issuer hereunder shall be payable solely from the proceeds of the Bonds or the Contract Revenues and Special Assessments identified in the Trust Agreement.

15. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

16. **Severability**. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **Business Day**. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

18. **Counterparts**. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

19. **No Personal Liability**. None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted executing, or because of any breach or attempted or alleged breach, of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

20. **Effective Date**. Upon the execution of the acceptance hereof by the Issuer and the District the Bond Purchase Agreement shall be effective as of the date set forth on the first page hereof, and shall be valid and enforceable as of the time of such effectiveness.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Title: _____

Accepted at ____ a.m./p.m. CDST this ___ day of _____, 2017.

CITY OF LEWISVILLE, TEXAS

By: _____
Title: _____

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-F

By: _____
Title: _____

EXHIBIT A

EXHIBIT B

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of RAYMOND JAMES & ASSOCIATES, INC. ("Purchaser"), with respect to the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project), issued by the City of Lewisville, Texas ("Issuer") in the principal amount of $_____ ("Bonds"), hereby certifies, based on its records and information, as follows:

(a) [Other than the Bonds maturing in _____ ("Hold-the-Price Maturities"), the][The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Official Statement relating to the Bonds].

(Add (b) and (c) only if there are Hold-the-Price Maturities)

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Official Statement relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser represents that each member of the Syndicate] agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer [and the Borrower] from time to time relating to the Bonds. Notwithstanding anything set forth herein, the [Purchaser][Representative] is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

RAYMOND JAMES & ASSOCIATES, INC.,
as Underwriter

By:_____

Name:_____

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

NOTICE OF REDEMPTION

CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
CAPITAL IMPROVEMENT BONDS
SERIES 2008
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT)

NOTICE IS HEREBY GIVEN that certain bonds of the above series aggregating in the principal amount of $12,970,000 have been called for redemption on October 1, 2018 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

Year of Maturity	Principal Amount
2020	$795,000(a)
2021	845,000(a)
2022	905,000(a)
2023	965,000(a)
2024	1,030,000(a)
2025	1,100,000(a)
2026	1,170,000(a)
2027	1,250,000(a)
2028	1,335,000(a)
2029	1,425,000(a)
2030	1,520,000(a)
2031	630,000(a)

(a) Represents mandatory sinking fund payments due on such dates on term bonds due September 1, 2031.

ALL SUCH BONDS shall become due and payable on October 1, 2018 and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to Wilmington Trust Company, Dallas, Texas at its designated offices at the following addresses:

By Hand:

WILMINGTON TRUST, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248
Attention: Cam Lindsey

By Mail:

WILMINGTON TRUST, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248
Attention: Cam Lindsey

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said obligations and pursuant to an ordinance by the City of Lewisville, Texas.

PRELIMINARY OFFICIAL STATEMENT DATED JULY 18, 2017

IN THE OPINION OF BOND COUNSEL, INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION UNDER EXISTING STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS AS DESCRIBED UNDER "TAX EXEMPTION" HEREIN. SEE "LEGAL MATTERS" AND "TAX EXEMPTION" HEREIN FOR A DISCUSSION OF BOND COUNSEL'S OPINION, INCLUDING A DESCRIPTION OF CERTAIN ALTERNATIVE MINIMUM TAX CONSEQUENCES FOR CORPORATIONS.

NEW ISSUE

RATING: S&P Global Ratings (AGM Insured) "AA" (stable outlook)
S&P Global Ratings (Underlying) "A-" (stable outlook)
See "RATINGS" and
"MUNICIPAL BOND INSURANCE"

$13,580,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 4 PROJECT)

Dated: July 1, 2017
Interest Accrues: Date of Initial Delivery

Due: October 1
(as shown on inside front cover)

The $13,580,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Bonds") will be issued by the City of Lewisville, Texas (the "Issuer") in fully registered form. The Bonds will be in authorized denominations of $5,000 and integral multiples thereof. The Trustee and Paying Agent/Registrar for the Bonds is Wilmington Trust, National Association, in Dallas, Texas. Principal of the Bonds is payable at maturity or earlier redemption at the principal payment office of the Paying Agent Registrar. Interest on the Bonds accrues from the date of initial delivery thereof, is calculated on the basis of a 360-day year comprised of twelve 30-day months, and is payable on October 1, 2017, and on each April 1 and October 1 thereafter until maturity or prior redemption.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such Owners. So long as Cede & Co. is the Registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC,. which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Owners of the Bonds as described herein. See "THE BONDS--Book-Entry Only System".

The Bonds maturing on and after October 1, 2021, are subject to redemption prior to their scheduled maturity, in whole or in part, on October 1, 2020, or on any date thereafter, at the option of the Issuer. The Bonds maturing on October 1, ____, and October 1, ____ are also subject to mandatory sinking fund redemption as described herein. Upon redemption, the Bonds will be payable at a price equal to the principal amount of the Bonds or portions thereof so called for redemption, plus accrued interest to the date of redemption. See "THE BONDS - Redemption Provisions."

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by Assured Guaranty Municipal Corp. ("AGM").

ASSURED GUARANTY® MUNICIPAL

The proceeds of the Bonds will be applied to pay the costs of refunding a portion of the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4), acquiring and constructing certain water, sewer, and drainage facilities within the Improvement District (hereinafter defined), and to pay certain costs of issuance of the Bonds. See "PLAN OF FINANCING."

The Bonds, when issued, constitute valid and legally binding special obligations of the Issuer. The Bonds are payable from certain Contract Revenues (as defined herein) paid by Denton County Fresh Water Supply District No. 1-F (the "District"), which Contract Revenues are payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. The Bonds are further payable and secured by a pledge of and lien on certain Special Assessment Revenues levied against benefitted property within the Lewisville Castle Hills Public Improvement District No. 4 (the "Improvement District"), a public improvement district of the Issuer, all of which is located within the Issuer's extraterritorial jurisdiction and substantially all of which is located within the District, all to the extent and upon the conditions described herein. Because Special Assessment Revenues are collected only to the extent that, in any given calendar year, Contract Revenues are insufficient to make payments on the Bonds, Special Assessment Revenues are not expected to make significant contributions, if any, to future debt service payments. See "THE BONDS - Sources of Payment."

THE BONDS ARE SPECIAL REVENUE OBLIGATIONS OF THE ISSUER AND ARE NOT OBLIGATIONS OF DENTON COUNTY, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION OTHER THAN THE ISSUER AND THE DISTRICT. THE BONDS ARE NOT PAYABLE FROM ANY FUNDS RAISED OR TO BE RAISED BY TAXATION BY THE ISSUER OR FROM ANY OTHER SOURCE OF FUNDS OF THE ISSUER OTHER THAN CONTRACT REVENUES.

THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS DESCRIBED HEREIN. See "RISK FACTORS" herein.

The Bonds will be delivered when, as and if issued, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the opinion of Winstead PC, Dallas, Texas, Bond Counsel. Certain legal matters will be passed upon for Raymond James & Associates, Inc., as underwriter (the "Underwriter') by its counsel McCall, Parkhurst & Horton L.L.P., Dallas, Texas. The Bonds in definitive form are expected to be available for delivery through DTC on or about August 15, 2017.

RAYMOND JAMES

_____, 2017

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND PRICES

$_____ Serial Bonds

Maturity October 1	Principal Amount	Interest Rate	Initial Reoffering Yield(c)	CUSIP No. (d)
2018	$150,000	%	%	
2019	155,000			
2020	955,000			
2021	975,000			
2022	1,020,000			
2023	1,060,000			
2024	1,100,000			
2025	1,145,000			
2026	1,190,000			
2027	1,235,000			
2028	1,275,000			
2029	1,315,000			
2030	1,355,000			
2031	650,000			

$_____ Term Bonds

$_____ _____% Term Bonds Due October 1, ____ (a)(b) CUSIP _____ (d)
Price _____% (c)

$_____ _____% Term Bonds Due October 1, ____ (a)(b) CUSIP _____ (d)
Price _____% (c)

(a) Subject to optional redemption as described on the cover hereof.

(b) Subject to mandatory sinking fund redemption on October 1 in each of the years and in the amounts set forth herein under the caption "THE BONDS - Redemption Provisions - Mandatory Sinking Fund Redemption."

(c) The initial reoffering price or yield has been provided by the Underwriter (defined herein) and represents the initial offering price of a substantial amount of the Bonds.

(d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the America Bankers Association and are included solely for the convenience of purchasers of the Bonds. Neither the Issuer nor the Underwriter shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

TABLE OF CONTENTS

USE OF INFORMATION IN OFFICIAL STATEMENT	iv
General	iv
Securities Laws	v
BOND INSURANCE	v
Bond Insurance Policy	v
Assured Guaranty Municipal Corp.	v
BOND INSURANCE RISK FACTORS	vii
RATINGS	viii
OFFICIAL STATEMENT SUMMARY	ix
SELECTED FINANCIAL INFORMATION CONCERNING THE DISTRICT	xvi
INTRODUCTION	1
PLAN OF FINANCING	1
Use of Bond Proceeds for Refunding Purposes	1
Outstanding Bonds and Remaining Outstanding Bonds	2
Refunded Bonds	2
Escrow Agreement	3
Sources and Uses of Funds	3
THE BONDS	3
General	3
Interest	4
Redemption Provisions	5
Registration and Exchange	6
Book-Entry Only System	7
Sources of Payment	9
Defeasance	10
Annexation	11
Strategic Partnership Agreement	11
Consolidation	12
Authorization of the Bonds	12
Legal Ability of the Issuer to Issue Additional Debt	12
Legal Ability of the District to Issue Additional Debt	12
Events of Default	13
Remedies in Event of Default	13
Legal Investment and Eligibility to Secure Public Funds in Texas	15
RISK FACTORS	15
General	15
Factors Affecting Taxable Values and Tax Payments	16
Tax Collection Limitations	17
Special Assessment Limitations	17
Registered Owners' Remedies and Bankruptcy	18
Bankruptcy Limitation to Registered Owners' Rights	18
Future Debt	19
Absence of Market for the Bonds	19
Continuing Compliance with Certain Covenants	19
Future and Proposed Legislation	19
2017 Special Legislative Session	20

DISTRICT DEBT 20
General 20
Bonded Indebtedness 20
Estimated Direct and Overlapping Debt Statement for the District 21
Debt Service Requirements 23
TAX PROCEDURES 23
County-Wide Appraisal District 23
Exempt Property 24
Tax Abatement 25
Assessment and Levy 25
District and Taxpayer Remedies 26
Rollback of Operation and Maintenance Tax Rate 26
Collection 26
District's Rights in the Event of Tax Delinquencies 27
ASSESSMENT PROCEDURES 27
Levy of Special Assessments 27
Prepayment of Special Assessments 27
Priority of Lien 28
Covenant to Commence Foreclosure Proceedings 28
DISTRICT TAX DATA 29
Contract Tax 29
Maintenance Tax 29
Historical Values and Tax Collection History 29
Tax Rate Distribution 30
Analysis of Tax Base 30
Exemptions 30
Principal 2016 Taxpayers 30
Tax Rate Calculations 31
Estimated Overlapping Taxes 31
THE ISSUER 32
THE DISTRICT 32
Authority 32
Description 33
Management of the District 33
THE IMPROVEMENT DISTRICT 34
Authorized Public Improvements 35
Assessment/Service Plan 35
Preparing Assessment Roll and Notices 36
Assessments, Hearing, Levy and Payment 36
Supplemental Assessments 36
Ownership of Authorized Improvements 36
Maintenance of Authorized Improvements 37
DEVELOPMENT OF THE DISTRICT 37
Development of the District 37
Community Facilities 37
THE CASTLE HILLS PROJECT 38
Description 38
Status of Development 38
THE DEVELOPER 39

THE SYSTEM 39
Regulation 39
Water and Sanitary Sewer System 40
Drainage Facilities 40
100-Year Flood Plain 40
UNDERWRITING 40
LEGAL MATTERS 41
Legal Opinions 41
No Arbitrage 42
No-Litigation Certificate 42
No Material Adverse Change 42
TAX EXEMPTION 42
Tax Accounting Treatment of Original Issue Discount Bonds 43
VERIFICATION OF MATHEMATICAL CALCULATIONS 44
SOURCES OF INFORMATION 44
General 44
Experts 45
Updating of Official Statement 45
Certification of Official Statement 45
Official Statement "Deemed Final" 46
FORWARD-LOOKING STATEMENT DISCLAIMER 46
CONTINUING DISCLOSURE OF INFORMATION 46
Annual Reports 47
Event Notices 47
Availability of Information 48
Limitations, Disclaimers, and Amendments 48
Compliance with Prior Undertakings 48

APPENDIX A - AERIAL PHOTOGRAPH A-1
APPENDIX B - DEFINITIONS B-1
APPENDIX C - SUMMARY OF TRUST AGREEMENT C-1
APPENDIX D - SUMMARY OF THE CONTRACT D-1
APPENDIX E - FORM OF BOND COUNSEL OPINION E-1
APPENDIX F - DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016 F-1
APPENDIX G - SPECIMEN MUNICIPAL BOND INSURANCE POLICY G-1

USE OF INFORMATION IN OFFICIAL STATEMENT

General

None of the Issuer, its Financial Advisor, or the Underwriter (as defined herein) makes any representation regarding the information contained in this Official Statement regarding The Depository Trust Company, or its book-entry-only system, as such information has been furnished by the Depository Trust Company.

The cover page contains certain information for general reference only and is not intended as a summary of this offering. Investors should read the entire Official Statement, including all schedules and appendices attached hereto, to obtain information essential to making an informed investment decision.

THIS OFFICIAL STATEMENT CONTAINS "FORWARD-LOOKING" STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS.

No dealer, broker, salesman or other person has been authorized by the Issuer or the Underwriter to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter.

This Official Statement does not constitute, and is not authorized by the Issuer for use in connection with, an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, orders, contracts, audits, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from the Issuer.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the condition of the Issuer or other matters described herein since the date hereof. However, the Issuer has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the Issuer, and to the extent that information actually comes to its attention, the other matters described in this Official Statement, until delivery of the Bonds to the initial purchasers thereof and, thereafter, only as described under "CONTINUING DISCLOSURE OF INFORMATION."

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THIS OFFICIAL STATEMENT AND HAS NOT REVIEWED OR UNDERTAKEN TO VERIFY ANY INFORMATION CONTAINED HEREIN.

Assured Guaranty Municipal Corp. ("AGM") makes no representation regarding the Bonds nor the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading "BOND INSURANCE" and "APPENDIX G - SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

Securities Laws

No registration statement relating to the Bonds has been filed with the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The Issuer assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

BOND INSURANCE

Bond Insurance Policy

Concurrently with the issuance of the Bonds, Assured Guaranty Municipal Corp. ("AGM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Assured Guaranty Municipal Corp.

AGM is a New York domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. ("AGL"), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol "AGO". AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure and structured finance markets. Neither AGL nor any of its shareholders or affiliates, other than AGM, is obligated to pay any debts of AGM or any claims under any insurance policy issued by AGM.

AGM's financial strength is rated "AA" (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), "AA+" (stable outlook) by Kroll Bond Rating Agency, Inc. ("KBRA") and "A2" (stable outlook) by Moody's Investors Service, Inc. ("Moody's"). Each rating of AGM should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any

time change AGM's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

Current Financial Strength Ratings

On June 26, 2017, S&P issued a research update report in which it affirmed AGM's financial strength rating of "AA" (stable outlook). AGM can give no assurance as to any further ratings action that S&P may take.

On December 14, 2016, KBRA issued a financial guaranty surveillance report in which it affirmed AGM's insurance financial strength rating of "AA+" (stable outlook). AGM can give no assurance as to any further ratings action that KBRA may take.

On August 8, 2016, Moody's published a credit opinion affirming its existing insurance financial strength rating of "A2" (stable outlook) on AGM. AGM can give no assurance as to any further ratings action that Moody's may take.

For more information regarding AGM's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

Capitalization of AGM

At March 31, 2017:

- the policyholders' surplus of AGM was approximately $2,204 million.
- The contingency reserves of AGM and its indirect subsidiary Municipal Assurance Corp. ("MAC") (as described below) were approximately $1,263 million. Such amount includes 100% of AGM's contingency reserve and 60.7% of MAC's contingency reserve.
- The net unearned premium reserves of AGM and its subsidiaries (as described below) were approximately $1,349 million. Such amount includes (i) 100% of the net unearned premium reserves of AGM and AGM's wholly owned subsidiary Assured Guaranty (Europe) Ltd. and (ii) 60.7% of the net unearned premium reserve of MAC.

The policyholders' surplus of AGM and the contingency reserves and net unearned premium reserves of AGM and MAC were determined in accordance with statutory accounting principles. The net unearned premium reserves of Assured Guaranty (Europe) Ltd were determined in accordance with accounting principles generally accepted in the United States of America.

Incorporation of Certain Documents by Reference

Portions of the following documents filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

(i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2016 (filed by AGL with the SEC on February 24, 2017); and

(ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017 (filed by AGL with the SEC on May 5, 2017).

All consolidated financial statements of AGM and all other information relating to AGM included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof "furnished" under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at http://www.sec.gov, at AGL's website at http://www.assuredguaranty.com, or will be provided upon request to Assured Guaranty Municipal Corp.: 1633 Broadway, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available on or through AGL's website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AGM included herein under the caption "BOND INSURANCE - Assured Guaranty Municipal Corp." or included in a document incorporated by reference herein (collectively, the "AGM Information") shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters

AGM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading "BOND INSURANCE".

BOND INSURANCE RISK FACTORS

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bonds shall have a claim under the Policy for such payments.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the moneys received pursuant to the applicable bond documents. In the event the Insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The long-term ratings on the Bonds are dependent in part on the financial strength of the Insurer and its claim paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Bonds insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See "BOND INSURANCE" and "RATINGS" herein.

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Underwriter has made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims paying ability of the Insurer, particularly over the life of the investment. See "BOND INSURANCE" herein for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

RATINGS

S&P Global Ratings ("S&P") is a business unit of Standard & Poor's Financial Services LLC. S&P is located at 55 Water Street, New York, New York 10041, telephone number (212) 208-8000 and has engaged in providing ratings for corporate bonds since 1923 and municipal bonds since 1940. Long-term debt ratings assigned by S&P reflect its analysis of the overall level of credit risk involved in financings. At present S&P assigns long-term debt ratings with symbols "AAA" (the highest rating) through "D" (the lowest ratings).

The Bonds are expected to receive an initial rating of "AA" (stable outlook) from S&P based upon the issuance of the municipal bond insurance policy by the Insurer at the time of delivery of the Bonds. The underlying credit rating of the Bonds assigned by S&P is "A-" (stable outlook).

An explanation of the significance of the foregoing ratings may only be obtained from S&P. The foregoing ratings express only the view of S&P at the time the ratings are given. Furthermore, a security rating is not a recommendation to buy, sell or hold securities. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by S&P, if, in its judgment, circumstances so warrant. Any such downward change in or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

The District is not aware of any ratings assigned the Bonds other than the ratings of S&P. See "BOND INSURANCE" and "BOND INSURANCE RISK FACTORS."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

OFFICIAL STATEMENT SUMMARY

The following summary of certain information contained herein is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement. The reader should refer particularly to sections that are indicated for more detailed information.

THE BONDS

The Issuer	City of Lewisville, Denton County, Texas (the "Issuer" or the "City"), a home rule city existing under the Constitution and laws of the State of Texas. See "THE ISSUER."
The District	Denton County Fresh Water Supply District No. 1-F (the "District"), a political subdivision of the State of Texas and a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, located wholly within the extraterritorial jurisdiction of the Issuer, operating under Chapters 49 and 51, Texas Water Code, as amended, with certain rights, powers, privileges, authority, and functions derived from Chapter 53, Texas Water Code, as amended. See "THE DISTRICT."
The Improvement District	Lewisville Castle Hills Public Improvement District No. 4 (the "Improvement District"), a public improvement district under Chapter 372, Texas Local Government Code, all of which is located within the extraterritorial jurisdiction of the Issuer and substantially all of which is also located within the boundaries of the District. See "THE IMPROVEMENT DISTRICT."
Description	City of Lewisville, Texas Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Bonds"), in the aggregate principal amount of $13,580,000*, are dated July 1, 2017, and mature on October 1, in each of the years and in the amounts shown on the inside cover page hereto. Interest on the Bonds accrues at the respective rates shown on the inside cover hereof from the date of initial delivery thereof to the Underwriter (as defined herein) and is payable on October 1, 2017, and on each April 1 and October 1 thereafter until maturity or prior redemption. The Bonds are issued pursuant to an ordinance adopted by the City Council of the Issuer on July 17, 2017, and an Approval Certificate executed pursuant thereto (the "Bond Ordinance") and a Trust Agreement, dated as of February 1, 2008, as amended and supplemented by a First Supplemental Trust Agreement and Second Supplemental Trust Agreement , each dated as of November 1, 2011, a Third Supplemental Trust Agreement, dated as of May 1,

*Preliminary; subject to change.

2014 and a Fourth Supplemental Trust Agreement, dated as of July 1, 2017 (collectively, the "Trust Agreement"), between the Issuer and Wilmington Trust, National Association, in Dallas, Texas (as successor Trustee to Wells Fargo Bank, National Association in Dallas, Texas) (the "Trustee," "Paying Agent/Registrar," or "Paying Agent").

Optional Redemption . . . . . The Bonds maturing on and after October 1, 2021, are subject to redemption prior to maturity, in whole or in part from time to time, on October 1, 2020, or on any date thereafter at the option of the District. Upon redemption, the Bonds will be payable at a price equal to the principal amount of the Bonds, or portions thereof, so called for redemption plus accrued interest to the date fixed for redemption. If fewer than all the Bonds are optionally redeemed at any time, the amounts to be redeemed shall be designated by the Issuer and the particular Bonds shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form). See "THE BONDS - Redemption Provisions - Optional Redemption."

[Mandatory Sinking Fund Redemption The Bonds maturing on October 1, ____, and October 1, ____, are also subject to mandatory sinking fund redemption, by lot or other customary method of random selection designated by the Trustee, at a price equal to the principal amount thereof plus accrued interest to the date of redemption as described herein under "THE BONDS - Redemption Provisions - Mandatory Sinking Fund Redemption."]

Source of Payment . . . . . Principal of and interest on the Bonds are payable from certain Contract Revenues (as defined herein) paid by the District pursuant to a 2007 Joint Utility Contract, as amended by an Amended and Restated 2007 Joint Utility Contract and an Amended and Restated 2016 Joint Utility Contract (collectively, the "Contract") among the Issuer, the District and Denton County Fresh Water Supply District No. 1-A ("District No. 1-A") and Special Assessment Revenues (as defined herein) collected by the Issuer from within the Improvement District. Contract Revenues are payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied by the District upon all taxable property located within the District. Special Assessment Revenues are payable from Special Assessments (as defined in the Trust Agreement) levied by the Issuer against benefitted property within the Improvement District, to the extent and upon the conditions described herein. Because Special Assessment Revenues are collected only to the extent that, in any given

calendar year, Contract Revenues are insufficient to make payments on the Bonds. Special Assessment Revenues are not expected to make significant contributions, if any, to future debt service payments. **The Bonds are special revenue obligations of the Issuer and are not obligations of Denton County, Texas, the State of Texas or any political subdivision other than the Issuer and the District. The Bonds are not payable from any funds raised or to be raised by taxation by the Issuer or from any source of funds of the Issuer other than Contract Revenues and Special Assessment Revenues.** See "THE BONDS - Source of Payment," "TAX DATA - Tax Rate Calculations," and "RISK FACTORS - Maximum Impact on District Tax Rates."

Other Characteristics . . . . . The Bonds will be issued in fully registered form in the denomination of $5,000 and in integral multiples thereof, and will be in book-entry-only form. See 'THE BONDS - Book-Entry Only System."

Use of Proceeds . . . . . Proceeds of the sale of the Bonds, together with available funds of the District, will be used to (i) refund and defease $12,970,000* in principal amount (the "Refunded Bonds") of the Issuer's outstanding Combination Contract Revenue and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills Public Improvement District No. 4 Project) in the original aggregate principal amount of $20,000,000 (the "Series 2008 Bonds"), and (ii) to pay the costs of issuance of the Bonds. See "PLAN OF FINANCING - Sources and Uses of Funds."

Outstanding Bonds and Payment Record . . . . . The Bonds constitute the fifth series of bonds issued by the Issuer pursuant to the Contract. In additional to the Series 2008 Bonds, $2,085,000 in principal amount of which will remain outstanding after issuance of the Bonds, the Issuer has previously issued its City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2011 (Lewisville Castle Hills Public Utility District No. 4 Project), in the original principal amount of $2,965,000, of which $2,665,000 is currently outstanding, City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project), in the original principal amount of $5,355,000, of which $4,820,000 is currently outstanding, and City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 4 Project), in the original principal amount of $3,680,000, of which $3,180,000 in

*Preliminary; subject to change.

principal amount is currently outstanding (collectively, the "Outstanding Bonds"). After issuance of the Bonds, there will remain outstanding $12,750,000 in principal amount of the Outstanding Bonds (the "Remaining Outstanding Bonds") and the total amount payable by the District under the Contract will be $26,330,000*.

Authorized but Unissued Bonds . . . . . After the issuance of the Bonds, Additional Bonds in an amount not to exceed $32,000,000 for facilities and refunding bonds in an amount not to exceed $_____* will remain authorized but unissued under the Contract. See "THE BONDS - Legal Ability of the Issuer to Issue Additional Debt."

Municipal Bond Insurance . . . . . Assured Guaranty Municipal Corp. ("AGM"). See "BOND INSURANCE."

Municipal Bond Ratings . . . . . S&P Global Ratings (AGM Insured) "AA" (stable outlook). S&P Global Ratings (Underlying) "A-" (stable outlook). See "BOND INSURANCE" and "RATINGS."

Legal Opinion . . . . . Winstead PC, Dallas Texas, Bond Counsel.

THE ISSUER

Description . . . . . The City of Lewisville, Texas (the "Issuer" or the "City") is a home rule city under the Constitution and laws of the State of Texas. The City, incorporated in 1925, is located in the southeastern portion of Denton County on Interstate Highway 35-E, 20 miles north of Dallas, 34 miles northeast of Fort Worth, 15 miles southeast of Denton and 8 miles north of Dallas-Fort Worth International Airport. See "THE ISSUER - Description" and "APPENDIX A - AERIAL PHOTOGRAPH."

Authority . . . . . The rights, powers, privileges, authority and functions of the Issuer are established by the Constitution and laws of the State of Texas pertaining to home rule municipal corporations and the Issuer's home rule charter.

THE DISTRICT

Description . . . . . Denton County Fresh Water Supply District No. 1-F (the "District") is a political subdivision of the State of Texas and a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, containing approximately 368.942 acres, and located entirely within the extraterritorial jurisdiction of the Issuer.

Authority . . . . . The rights, powers, privileges, authority and functions of the District are established by the general law of the State of Texas, pertaining to water control and improvement

*Preliminary; subject to change.

districts, particularly, Chapters 49 and 51, Texas Water Code, as amended. In addition, certain reserved rights, powers, privileges, authority and functions of the District are derived from Chapter 53, Texas Water Code, as amended.

Development of the District . . . . . .

Land within the District is being developed for single-family and commercial mixed-use projects. Proceeds of the Outstanding Bonds have been used and proceeds of the Bonds will be used, to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities (the "Utility System"), and proceeds of the Outstanding Bonds have been used to pay the costs of acquiring and constructing certain streets and roads (the "Road System") (the Utility System and the Road System, collectively, the "System") to serve 1,106 completed lots on approximately 280 acres and approximately 79.7 acres of completed commercial development, including 55 acres of retail development known as Lewisville Towne Crossing.

As of March 31, 2017, 1,061 homes were completed and 18 homes were under construction or permitted for construction. All homes should be completed by October 1, 2017.

Lewisville Towne Crossing consists of 343,000 square feet of improvements, including Super Target, Studio Movie Grill, PetSmart, 24 Hour Fitness, Dollar Tree, several restaurants, and banking and other retail. The balance of the 24.7 acres of developed commercial acreage consists of 5.4 acres sold to Unser Racing, 5 acres of medical offices, 4.312 acres of self-storage, and various other retail, dental, and restaurants.

Approximately 20.6 acres have been provided with water, sewer, and drainage and are expected to be utilized for future commercial development. There is no assurance as to when, or whether, construction of vertical improvements will occur on such acreage. Approximately 10 acres located within the District have been or are expected to be dedicated as easements for public purposes, parks, drainage areas, or are otherwise not available or expected to be available for development.

THE IMPROVEMENT DISTRICT

Description . . . . . .

Lewisville Castle Hills Public Improvement District No. 4 (the "Improvement District") is a public improvement district authorized under Chapter 372, Texas Local Government Code, containing approximately 372.424 acres. The Improvement District is located wholly within the extraterritorial jurisdiction of the Issuer, and

substantially all of the Improvement District is located within the boundaries of the District.

Authority . . . . . The Improvement District is a public improvement district of the Issuer under the provisions of Chapter 372, Texas Local Government Code.

THE CASTLE HILLS PROJECT

Description . . . . . The District is part of the master planned community known as Castle Hills (the "Castle Hills Project"). The Castle Hills Project is a development of Bright Realty, LLC (together with certain predecessors and subsidiaries, collectively, "Bright Realty"). See "THE DEVELOPER" below. The Castle Hills Project consists of approximately 2,400 acres of land, approximately 368.942 acres of which are located within the District. Approximately 2,107.25 acres are located in Denton County Fresh Water Supply Districts Nos. 1-A, 1-B, 1-C, 1-D, 1-E, 1-G, and 1-H. NONE OF THE LAND IN SUCH OTHER DISTRICTS IS SUBJECT TO TAXATION BY THE DISTRICT OR ASSESSMENT BY THE ISSUER, THROUGH THE IMPROVEMENT DISTRICT, FOR THE PURPOSE OF PAYING THE BONDS. According to the Developer, the ultimate land use within the Castle Hills Project is currently projected as follows: approximately 1,526 acres will be subdivided into approximately 4,300 single family lots, approximately 455 acres will be used for the development of commercial mixed-use projects, approximately 207 acres will be developed as multi-family communities, and approximately 212 acres have been developed as an 18 hole golf course and country club known as The Lakes at Castle Hills. Swimming and tennis facilities, drainage, easements, streets rights-of-way, utility easements, open space, lakes, parks and greenbelts are included in the single-family acreage.

Status of Development . . . . . As of March 31, 2017, a total of 3,940 lots on approximately 1,260 acres had been developed within the Castle Hills Project. 3,466 homes were completed and occupied, and 106 homes were under construction or permitted for construction. Also completed are 210 acres of commercial development, 212 acres for the 18 hole golf course and country club (The Lakes at Castle Hills) with swimming and tennis facilities, and 67 acres of multi-family development. Approximately 10 acres for commercial development, 8 acres for multi-family development, and 71 acres for single-family development are to be constructed on, while approximately 235 acres are available for commercial development and 140 acres are available for multifamily development. All of the

current development within the Castle Hills Project has occurred within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and the District. No development of above-ground improvements has occurred to date within District No. 1-H.

THE DEVELOPER

General . . . . . The developer of the Castle Hills Project, including land within the District has been Bright Realty, which is owned by certain members of the family of the late H.R. ("Bum") Bright and trusts for the benefit of such family members. Bright Realty is acquiring land in the District from a related company, BRECO Lands CH, LLC ("BRECO Lands"), as dictated by development needs. Bright Realty and BRECO Lands are collectively referred to herein as the "Developer." See "THE DEVELOPER."

RISK FACTORS

THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS AS SET FORTH IN THIS OFFICIAL STATEMENT. PROSPECTIVE PURCHASERS SHOULD CAREFULLY EXAMINE THE ENTIRE OFFICIAL STATEMENT BEFORE MAKING THEIR INVESTMENT DECISIONS, ESPECIALLY THE PORTION OF THE OFFICIAL STATEMENT ENTITLED "RISK FACTORS."

SELECTED FINANCIAL INFORMATION
CONCERNING THE DISTRICT*
(Unaudited)

2016 Assessed Valuation	$509,272,414	(a)
Preliminary Taxable Valuation at January 1, 2017	595,253,864	(b)
Gross Debt: The Remaining Outstanding Bonds	$12,750,000	(c)
The Bonds	13,580,000	(c)
Total	$26,330,000	(c)
Estimated Overlapping Debt	$21,161,399	(d)
Direct and Estimated Overlapping Debt	$47,491,399	(e)
Ratio of Direct Debt to:		
2016 Assessed Valuation	5.17 %	
Preliminary Taxable Valuation at January 1, 2017	4.42 %	
Ratio of Direct and Estimated Overlapping Debt to:		
2016 Assessed Valuation	9.33 %	
Preliminary Taxable Valuation at January 1, 2017	8.00 %	
Interest and Sinking Fund Balance	$2,531,448	(f)
Debt Service Reserve Fund Balance	$1,943,302	(g)
2016 Tax Rate per $100 of Assessed Valuation	$0.98	(h)
Contract Tax $0.4798		
Maintenance Tax 0.5002		
Average Annual Debt Service Requirements of the Remaining Outstanding Bonds and the Bonds (2017-2036)	$2,001,013	
Maximum Annual Debt Service Requirements of the Remaining Outstanding Bonds and the Bonds (2033)	$2,150,788	
Tax Rate per $100 of Assessed Valuation required to pay Maximum Annual Debt Service Requirements at 95% Tax Collections		
Based Upon 2016 Assessed Valuation	$0.445	
Based Upon Preliminary Taxable Valuation at January 1, 2017	$0.381	
Tax Rate per $100 of Assessed Valuation required to pay Average Annual Debt Service Requirements at 95% Tax Collections		
Based Upon 2016 Assessed Valuation	$0.414	
Based Upon Preliminary Taxable Valuation at January 1, 2017	$0.354	

(a) Provided by the Denton County Appraisal District (the "Appraisal District"), this amount is the certified value of all taxable property located within the District as of January 1, 2016. This amount constitutes the District's 2016 tax roll. See "TAXING PROCEDURES" and "RISK FACTORS - Factors Affecting Taxable Values and Payments."

(b) This amount is the sum of the preliminary values of all taxable property located within the District as of January 1, 2017, as reflected on the District's preliminary 2017 tax roll supplied to the District

*Preliminary; subject to change.

by the Appraisal District. The District's ultimate 2017 Assessed Valuation may vary significantly from such preliminary tax roll once the Appraisal Review Board certifies the value thereof for 2017.

(c) Excludes the Refunded Bonds.

(d) See "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement of the District."

(e) As is described in this Official Statement under the caption "TAX DATA - Estimated Overlapping Taxes," the aggregate of the tax levies of all units of government which levy taxes against the property located within the District in 2016, is $2.648 per $100 of Assessed Valuation. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments."

(f) As of March 31, 2017, and includes funds in the Collection Fund to be transferred to the Interest and Sinking Fund. Gives effect to payment of debt service due on the Outstanding Bonds on April 1, 2017, and includes funds for the payment of debt service due on the Remaining Outstanding Bonds and the Bonds due on October 1, 2017.

(g) As of March 31, 2017. See "THE BONDS - Sources of Payment - Debt Service Reserve Fund."

(h) The District levied a tax of $0.4798 per $100 of assessed valuation during the year 2016 to pay its obligations under the Contract. As indicated herein, a tax rate of $0.4798 is sufficient to pay both the Average Annual and Maximum Annual Debt Service Requirements of the Bonds payable from Contract Revenues based upon the 2016 Assessed Valuation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

OFFICIAL STATEMENT

$13,580,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC
IMPROVEMENT DISTRICT NO. 4 PROJECT)

INTRODUCTION

This Official Statement provides certain information with respect to the issuance by the City of Lewisville, Texas (the "Issuer"), of its Combination Contract Revenue and Special Assessment Refunding Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project) (the "Bonds").

There follows in this Official Statement descriptions of the Bonds and certain information about the Issuer, Lewisville Castle Hills Public Improvement District No. 4 (the "Improvement District") and Denton County Fresh Water Supply District No. 1-F (the "District"). All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from Winstead PC, 2728 N. Harwood Street, Dallas, Texas 75201, upon request and payment of the costs of duplication therefor. Certain capitalized terms used in this Official Statement have the same meanings assigned to such terms in the Bond Ordinance (hereinafter defined) and the Trust Agreement (hereinafter defined), except as otherwise indicated herein.

PLAN OF FINANCING

Use of Bond Proceeds for Refunding Purposes

Proceeds of the sale of the Bonds, together with certain available funds of the Issuer, will be applied to refund $12,970,000* (the "Refunded Bonds") of the Issuer's outstanding Combination Contract Revenue and Special Assessment Capital Improvement Bonds (Lewisville Castle Hills Public Improvement District No. 4) Series 2008, issued in the original aggregate principal amount of $20,000,000 (the "Series 2008 Bonds") in order to reduce the Issuer's debt service expense and result in net present value savings. Such funds will also be used to pay the costs of issuance of the Bonds. See "Sources and Uses of Funds" in this section. In addition to the Series 2008 Bonds, $2,085,000 in principal amount of which will remain outstanding after issuance of the Bonds, the Issuer has previously issued its "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project)", in the original principal amount of $2,965,000, of which $2,665,000 is currently outstanding, "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project)" (collectively, the "Series 2011 Bonds"), in the original principal amount of $5,355,000, of which $4,820,000 is currently outstanding, and "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 4 Project)" (the "Series 2014 Bonds"), in the original principal amount of $3,680,000, of which $3,180,000 in principal amount is currently outstanding. The Series 2008 Bonds, the Series 2011 Bonds, and the Series 2014 Bonds are referred to herein as the "Prior Bonds" and the Prior Bonds currently outstanding are referred to, collectively, as the "Outstanding Bonds". A total of $12,750,000 in principal amount of the Outstanding Bonds will remain outstanding after the issuance of the Bonds (the "Remaining Outstanding Bonds").

*Preliminary; subject to change.

Outstanding Bonds and Remaining Outstanding Bonds

The following table lists the original principal amount of Prior Bonds, and the current principal balances of the Outstanding Bonds, the Refunded Bonds and the Remaining Outstanding Bonds.

Prior Bonds Series	Original Principal Amount	Principal Currently Outstanding	Refunded* Bonds	Remaining Outstanding Bonds
2008	$20,000,000	$15,055,000	$12,970,000	$2,085,000
2011	5,355,000	4,820,000	-0-	4,280,000
2011	2,965,000	2,665,000	-0-	2,665,000
2014	3,680,000	3,180,000	$-0-	3,180,000
Total	$32,000,000	$25,720,000	$12,970,000	$12,750,000
The Bonds				13,580,000*
The Bonds and Remaining Outstanding Bonds				$26,330,000

Refunded Bonds

The principal amount and maturity dates, or mandatory sinking fund dates, as applicable of the Refunded Bonds are set forth below:

Series 2008 Bonds

Principal Amount	Maturity Date (October 1)
$ 795,000[(a)]	2020
845,000[(a)]	2021
905,000[(a)]	2022
965,000[(a)]	2023
1,030,000[(a)]	2024
1,100,000[(a)]	2025
1,170,000[(a)]	2026
1,250,000[(a)]	2027
1,335,000[(a)]	2028
1,425,000[(a)]	2029
1,520,000[(a)]	2030
630,000[(a)]	2031

(a) Represents mandatory sinking fund payments due on such dates on term bonds due on October 1, 2032.

Aggregate Principal Amount of Refunded Bonds $12,970,000

Redemption Date: October 1, 2018

*Preliminary; subject to change.

Escrow Agreement

The Issuer will enter into an escrow agreement (the "Escrow Agreement") with Wilmington Trust, National Association (the "Escrow Agent"), pursuant to which the proceeds of the Bonds will be invested in certain securities of the type described under "THE BONDS - Defeasance" (the "Escrowed Obligations"), deposited in an escrow fund (the "Escrow Fund"), and applied to provide for scheduled payment of principal of and interest on the Refunded Bonds until their redemption dates, and to provide for payment of the redemption price of the Refunded Bonds on their redemption date. Grant Thornton, LLP, Certified Public Accountants, will verify at the time of delivery of the Bonds to the Issuer, the District, the Escrow Agent and the Underwriter that the Escrowed Obligations will mature at such times and yield interest in amounts that, together with uninvested funds, if any, in the Escrow Fund will be sufficient to pay, when due, the principal of and interest on the Refunded Bonds. See "VERIFICATION OF MATHEMATICAL CALCULATIONS." Pursuant to the Escrow Agreement, the Escrow Fund is irrevocably pledged for the payment of principal of and interest on the Refunded Bonds. Such maturing principal of and interest on the Escrowed Obligations will not be available to pay principal of or interest on the Bonds.

By the deposit of the Escrowed Obligations and cash with the Escrow Agent pursuant to the Escrow Agreement, the Issuer will have effected the defeasance of the Refunded Bonds pursuant to the terms of the ordinance authorizing the issuance of the Refunded Bonds. In the opinion of Bond Counsel, as a result of such deposit, and in reliance upon the report of Grant Thornton, LLP, Certified Public Accountants, firm banking and financial arrangements will have been made for the discharge and final payment of the Refunded Bonds pursuant to the Escrow Agreement, and such Refunded Bonds will be deemed to be fully paid and no longer outstanding except for the purpose of being paid from the funds provided therefor in such Escrow Agreement.

Sources and Uses of Funds

The proceeds from the sale of the Bonds will be applied as follows:

Sources of Funds

Principal Amount of Bonds	$13,580,000*
Original Issue Premium	
Issuer Contribution	
Total Sources of Funds	

Uses of Funds

Deposit to Escrow Fund for Refunded Bonds
Underwriting Fee
Issuance Costs
Bond Insurance
Total Uses of Funds

THE BONDS

General

The following is a description of certain terms and conditions of the Bonds, which description is qualified in its entirety by reference to the ordinance of the City Council (the "Governing Body") of the Issuer authorizing the issuance of the Bonds and Approval Certificate executed pursuant thereto by certain

*Preliminary; subject to change.

authorized officers of the Issuer (collectively, the "Bond Ordinance") and the Trust Agreement, dated as of February 1, 2008, as amended and supplemented by a First Supplemental Trust Agreement and a Second Supplemental Trust Agreement, each dated as of November 1, 2011, a Third Supplemental Trust Agreement, dated as of May 1, 2014, and a Fourth Supplemental Trust Agreement, dated as of July 1, 2017 (collectively, the "Trust Agreement") between the Issuer and Wilmington Trust, National Association, in Dallas, Texas (as successor Trustee to Wells Fargo Bank, National Association, in Dallas, Texas) (the "Trustee"). The Bond Ordinances and Trust Agreement authorize the issuance and sale of the Bonds and prescribe the terms, conditions and provisions for the payment of the principal of and interest on the Bonds by the Issuer.

The Bonds are dated July 1, 2017, and will mature on October 1 of each of the years and in the amounts shown on the inside cover hereof. The Bonds will be issued as fully registered bonds in the denomination of $5,000 and integral multiples thereof. Principal of the Bonds will be payable to the Registered Owners at maturity or earlier redemption upon presentation of Bonds at the principal corporate trust office of the Trustee as paying agent/registrar (the "Paying Agent/Registrar," "Paying Agent," or "Registrar"). The Bonds are subject to optional, special mandatory, and mandatory sinking fund redemption as described below under "Redemption Provisions."

The Bonds constitute the fifth series of bonds issued by the Issuer pursuant to the Contract (hereinafter defined). Proceeds of the Bonds will be used to (i) refund the Refunded Bonds and (ii) to pay the costs of issuance of the Bonds.

The Bonds will be issued in fully registered form and will be registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Individual purchases in authorized denominations will be made only through the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC participants. The purchasers of the Bonds will not receive certificates representing their interest in the Bonds. Ownership interest in the Bonds will be shown on, and transfer of the Bonds will be effected only through, records maintained by DTC and its participants. Payments of the principal of and interest on the Bonds are required to be made to owners by DTC through its participants. See "Book-Entry Only."

For so long as DTC is the securities depository for the Bonds, then "Owner" or "Registered Owner" shall refer solely to DTC. In the event that DTC is no longer the securities depository for the Bonds, the term "Owner" or "Registered Owner" shall refer to a successor securities depository or the Owners of the Bonds which are shown as Registered Owners on the registration books of the Paying Agent/Registrar.

Interest

Interest on the Bonds will accrue from the date of delivery to the Underwriter (as defined herein) at the respective rates per annum set forth on the inside cover hereof. Interest on the Bonds is payable on October 1, 2017, and on each April 1 and October 1 thereafter until maturity or prior redemption.

Interest is calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on each Bond shall be payable by check payable on the interest payment date, mailed by the Paying Agent/Registrar on or before each interest payment date to the Registered Owner of record as of the Record Date to the address of such Registered Owner as shown on the bond registration books (the "Register") kept by the Paying Agent/Registrar, or by other such customary banking arrangements as may be acceptable to the Paying Agent/Registrar and the Registered Owner at the expense and risk of the Registered Owner.

If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which the Paying Agent/Registrar is authorized by law or executive order to close, then

the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions in Dallas, Texas are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

Redemption Provisions

Optional Redemption

The Bonds maturing on and after October 1, 2021, are subject to redemption and payment prior to their scheduled maturities at the option of the Issuer, in whole or in part, on October 1, 2020, or on any date thereafter, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption, from funds transferred from the Collection Fund or from other available money provided by the Issuer. If fewer than all of the Bonds are optionally redeemed at any time, the amounts of Bonds to be redeemed shall be designated by the Issuer and the particular Bonds within a maturity shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

[Mandatory Sinking Fund Redemption

The Bonds maturing on October 1, ____, and October 1, ____ (the "Term Bonds") are subject to mandatory sinking fund redemption by the Issuer prior to their scheduled maturities, by lot or other customary method of random selection designated by the Trustee, on the dates and in the amounts set forth below at a redemption price equal to the principal amount redeemed plus accrued interest to the redemption date:

Term Bonds Maturing on October 1, ____

Redemption Dates	Principal Amounts

Term Bonds Maturing on October 1, ____

Redemption Dates	Principal Amounts

The particular Term Bonds to be so redeemed shall be selected by lot or other customary method of random selection. However, if during any period in which ownership of the Bonds is determined only by a book-entry-only system at a securities depository, if fewer than all of the Term Bonds of the same maturity are to be redeemed, the particular Term Bonds shall be selected in accordance with arrangements between the Issuer and the securities depository. The principal amounts shown above are subject to reduction, at the option and direction of the Issuer, by the amount of (i) any prior optional redemption of Term Bonds of such maturity at a redemption price of par plus accrued interest to the date fixed for redemption or (ii) any Term Bonds of such maturity acquired by the Issuer prior to maturity and delivered to the Trustee for cancellation and application.]

Notice of Redemption

Notice of any redemption shall be given at least thirty (30) days and no more than sixty (60) days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owners of the Bonds to be redeemed in whole or in part at the address shown on the Register.

Any notice mailed as provided in the Trust Agreement shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the redemption date, due provision shall be made with the Trustee for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest thereon to the redemption date. When such Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds, or portions thereof, shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for redemption, and the right of the owners to collect interest on such Bonds or portions thereof which would otherwise accrue after the redemption date shall be terminated.

The Issuer reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Issuer retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Issuer delivers a certificate of the Issuer to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the Issuer to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Partial Redemption

If a portion of a Bond is to be redeemed, such portion may be redeemed, but only in integral multiples of $5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount of the unredeemed portion of the Bond so surrendered.

Registration and Exchange

The Trust Agreement provides that, so long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Trust Agreement.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) business days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds are exchangeable upon presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas, for a Bond or Bonds of like maturity and interest rate and in any authorized

denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond during the fifteen (15) day period next preceding any interest payment date. The Issuer or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Issuer.

See "Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Book-Entry Only System

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

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

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

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

through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

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

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

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

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

Payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Paying Agent/Registrar, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Sources of Payment

The Bonds, when issued and delivered, are valid and legally binding special revenue obligations of the Issuer, payable, together with the Remaining Outstanding Bonds, from and secured by a pledge of and lien on certain Special Assessment Revenues and from certain Contract Revenues to be paid by the District pursuant to a 2007 Joint Utility Contract, dated as of May 21, 2007, as amended by an Amended and Restated 2007 Joint Utility Contract, dated as of January 7, 2008, and an Amended and Restated 2016 Joint Utility Contract, dated as of August 7, 2017 (collectively, the "Contract") among the Issuer, the District and District No. 1-A. See "APPENDIX D - SUMMARY OF THE CONTRACT."

- Special Assessment Revenues -

Special Assessment Revenues are to be derived from Special Assessments levied by the Issuer against benefitted property within the Improvement District pursuant to an Assessment/Service Plan adopted by the Issuer pursuant to Section 372, Texas Local Government Code, including updates thereto approved by the Issuer. See "ASSESSMENT PROCEDURES." Such Special Assessments are payable in installments pursuant to the assessment ordinance (the "Assessment Ordinance") adopted by the Issuer for the Improvement District. Because Special Assessment Revenues are to be collected only to the extent that, in any given calendar year, Contract Revenues are insufficient to make payments on the Bonds, Special Assessment Revenues are not expected to make a significant contribution, if any, to debt service payments on the Bonds.

- Contract Revenues -

Contract Revenues are payable from the levy by the District of ad valorem taxes, without legal limitation as to rate or amount on all taxable property within the District, to pay the principal and the interest on the Bonds and such additional bonds of the Issuer as may hereafter be issued pursuant to the terms of the Contract. The Trust Agreement confirms an Interest and Sinking Fund and creates a Series 2017 Refunding Bonds Interest and Sinking Fund Account therein, and the proceeds from all taxes levied, assessed and collected for and on account of the Contract Revenues shall be deposited in such Fund to pay debt service on the Bonds and the Outstanding Bonds. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants to levy and annually assess and collect in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District, sufficient to pay an amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, when due.

The Contract provides that the District shall, prior to setting its tax rate each year, calculate the total amount of the payments to be made by the Issuer pursuant to the Bonds, after the application of the available reserves established with the proceeds of such Bonds and any Special Assessment Revenues, and shall establish a tax rate on all taxable property within its boundaries which, if 95% of such taxes are collected in a timely fashion, would be sufficient to make the annual payment of Contract Revenues to the Issuer. See "APPENDIX D - SUMMARY OF THE CONTRACT."

- Debt Service Reserve Fund -

The Trust Agreement requires that the Issuer establish and maintain a Debt Service Reserve Fund for the Bonds, such Debt Service Reserve Fund in an amount (the "Debt Service Reserve Amount"), equal to the lesser of (i) ten percent (10%) of the principal amount of the applicable series of the Remaining Outstanding Bonds and the Bonds, (ii) the maximum annual debt service on the Remaining Outstanding Bonds and the Bonds, and (iii) 125% of the average annual debt service requirements on the Remaining Outstanding Bonds and the Bonds. The Debt Service Reserve Fund currently contains an amount at least equal to the Debt Service Reserve Amount.

The Debt Service Reserve Fund is to be used solely (i) to pay principal of and interest on the Remaining Outstanding Bonds and the Bonds in the event and to the extent that funds on deposit in the Interest and Sinking Fund are insufficient for such purpose and (ii) to the extent of funds available therein, to pay the last maturity or maturities of the Remaining Outstanding Bonds and the Bonds. The District is required to replenish any deficiencies in the Debt Service Reserve Fund resulting from a withdrawal therefrom in twelve consecutive equal monthly installments. Any deficiency in the Debt Service Reserve Fund resulting from a determination that the value of the Authorized Investments credited to the Debt Service Reserve Fund is less than the Debt Service Reserve Amount, must also be replenished in twelve consecutive equal monthly installments.

Defeasance

The Issuer may defease the provisions of the Bond Ordinance and the Trust Agreement and discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal and interest thereon in the manner provided by Section 1207.062, Texas Government Code, as amended. Under Section 1207.062, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) for obligations of the Issuer payable from the Contract, or with a commercial bank or trust company designated in the proceedings authorizing such discharge, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The foregoing obligations may be in book entry form, and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds. If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Bond Ordinances and Trust Agreement.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the defeasance securities. After firm banking

and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the Issuer to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the Issuer: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because neither the Bond Ordinance nor the Trust Agreement contractually limits such investments, owners of the Bonds may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

Annexation

Under existing Texas law, since the District lies wholly within the extraterritorial jurisdiction of the Issuer, the District may be annexed by the Issuer without the District's consent, subject to compliance by the Issuer with various requirements of Chapter 43 of the Texas Local Government Code, as amended. If the District is annexed, the Issuer must assume the District's assets and obligations (including the Contract) and abolish the District within 90 days of the date of annexation except as provided under "Strategic Partnership Agreement" below. Annexation of territory by the Issuer is a policy-making matter within the discretion of the Mayor and City Council of the Issuer, and therefore, the District and the Issuer make no representation that the Issuer will ever annex the District and assume its debt. Moreover, no representation is made concerning the ability of the Issuer to make Contract Payments to pay debt service on the Bonds should annexation occur. Under the terms of the SPA (as herein defined) between the District and the Issuer, however, the Issuer has agreed not to annex the District for full purposes (a traditional municipal annexation) for at least ten (10) years from the date of the execution of the SPA. See "Strategic Partnership Agreement" below.

Strategic Partnership Agreement

In June, 2009, the District, together with District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and District No. 1-H, entered into a Strategic Partnership Agreement with the City as authorized by Texas Local Government Code, Chapter 43 (the "SPA"). The SPA provides for a "limited purpose annexation" of that portion of the District developed for retail and commercial purposes for purposes of applying the City sales tax. The portion of the District consisting of residential development is not subject to the SPA. The SPA also provides that the City will not annex the District for "full purposes" (a traditional municipal annexation) for the ten (10)-year term of the SPA.

As a result of the SPA, the City is authorized to impose a one percent (1%) retail City sales tax within the portion of the District included in the limited purpose annexation. Pursuant to the SPA, the City pays to the District through District No. 1-A, an amount, if any, over and above an amount retained by the City for its cost to provide public safety services to the District, equal to one-half of all retail sales tax revenues within such area of the District and received by the City from the Texas Comptroller of Public Accounts (herein defined as the "Sales Tax Revenue"). The SPA requires that amounts received by the District under the SPA be used first to reimburse any developer for any outstanding maintenance and operating advances. Thereafter, the District is authorized to use the Sales Tax Revenue generated pursuant to the SPA for any lawful purpose.

None of the Sales Tax Revenue is pledged toward the payment of principal and interest on the Bonds or the Remaining Outstanding Bonds and none is expected to be used for such purpose.

Consolidation

The District has the legal authority to consolidate with any other districts and, in connection therewith, to provide for the consolidation of its assets (such as cash and the utility system) and liabilities (such as its obligations under the Contract), with the assets and liabilities of districts with which it is consolidating. Although no consolidation is presently contemplated by the District, no representation is made concerning the likelihood of consolidation in the future.

Authorization of the Bonds

The Bonds are issued pursuant to the authority of the Bond Ordinance, the Trust Agreement, and Chapter 372 of the Texas Local Government Code, as amended. The Contract has been entered into in accordance with Chapters 49, 51, and, for limited purposes, 53, Texas Water Code, as amended. The Contract was approved at an election held within the District on May 12, 2007 and November 8, 2016. See "THE BONDS - Legal Ability of the Issuer to Issue Additional Debt" and "Legal Ability of the District to Issue Additional Debt."

Legal Ability of the Issuer to Issue Additional Debt

After issuance of the Bonds, Additional Bonds in an amount not to exceed $32,000,000 for facilities and refunding bonds in an amount not to exceed $_____ will remain authorized but unissued under the Contract.

The Issuer also has the right to issue such bonds, notes or other obligations as are authorized to be issued by municipal corporations by and subject to the requirements of, the provisions of the constitution and laws of the State of Texas applicable to municipal corporations. Any such obligations issued by the Issuer other than pursuant to the Contract will be payable from sources other than the Contract Revenues.

Legal Ability of the District to Issue Additional Debt

In addition to the Bonds and any Additional Bonds issued pursuant to the Contract, the District has the right to issue such unlimited tax bonds as may be hereafter approved by the voters of the District. The District also has the right to issue revenue bonds, revenue notes, bond anticipation notes and tax anticipation notes without voter approval. In addition, the District has the right to enter into other contracts similar to the Contract and to pledge its taxing power to secure any payments the District is required to make under such a contract, provided the provisions of the contract are approved by the voters of the District. The District further has the right, without further voter approval, to issue bonds to refund outstanding bonds of the District.

The District is also authorized by law to engage in fire-fighting activities and is authorized to issue bonds payable from District ad valorem taxes for such purpose. Before the District may issue bonds for fire-fighting activities payable from District ad valorem taxes, the following actions would be required: (1) authorization of a detailed master plan and bonds for such purpose by the qualified voters in the District; (2) approval of the master plan and bonds by the Texas Commission on Environmental Quality (the "TCEQ"); and (3) approval of bonds by the Attorney General of Texas. The Board of Directors of the District has not considered calling an election at this time for such purposes.

If additional debt obligations are issued in the future by the District, such issuance may increase gross debt/property valuation ratios and might adversely affect the investment security of the Bonds. See "RISK FACTORS - Future Debt."

Events of Default

The Trust Agreement defines each of the following to be an "Event of Default":

(a) if default occurs in the timely payment of a Principal Installment (whether mandatory prepayment amount or the principal amount due at maturity) of any of the Bonds; or

(b) if default occurs in the timely payment of any installment of interest or premium, if any, on any of the Bonds; or

(c) the Bankruptcy or Insolvency of the Issuer; or

(d) if the Issuer shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in the Bond Ordinance or Trust Agreement, other than as specified in (a), (b), or (c) above, on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of not less than ten percent (10%) in principal amount of the Bonds then outstanding; or

(e) if the Issuer or the District shall default in the due and prompt performance of any of the covenants, conditions, agreements and provisions contained in the Contract on the part of the Issuer or the District, as the case may be, to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given by the Trustee, which notice the Trustee may give in its discretion.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, the Trustee may proceed, and upon the written request of the Registered Owners of not less than fifty-one percent (51%) in principal amount of the Bonds then Outstanding shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under the Act and under the Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained in the Trust Agreement or in aid or execution of any power granted in the Trust Agreement or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under the Trust Agreement the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Issuer for Principal Installments, interest or otherwise under any of the provisions of the Trust Agreement or of the Bonds and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings therewith and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Owners of the Bonds, and to recover and enforce judgment or decree against the Issuer, but solely as provided in the Trust Agreement and in such Bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from Contract Payments and Special Assessment Revenues or other moneys available for such purposes) specifically permitted by the Trust Agreement) in any manner provided by law, the moneys adjudged or decreed to be payable from said sources.

The Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial actions to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of the Trust Agreement and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Registered Owners of the Bonds not parties to such direction.

No Registered Owners of any of the Bonds then Outstanding shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the execution of any trust hereunder or the protection or enforcement of any right under the Trust Agreement or the Bond Ordinance, or any right under the act or the laws of Texas, excepting only an action for the recovery of overdue and unpaid principal installments, interest or redemption premium, unless such Registered Owner previously shall have given to the Trustee written notice of the event of default or breach of trust or duty on account of which such suit or action is to be taken, and unless the Registered Owners of not less than twenty percent (20%) in principal amount of the Bonds and any Additional Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the laws of Texas, or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

Any delay or omission to exercise any right or power occurring upon any default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

There is no acceleration of maturity of the Bonds in the event of default. Consequently, the remedy of specific performance is a remedy which may have to be relied upon from year to year by the Registered Owners. Based on recent Texas court decisions, it is unclear whether certain legislation effectively waives governmental immunity of governmental entities for suits for money damages. Even if the Registered Owners could obtain a judgment against the Issuer, such judgment could not be enforced by levy and execution against the Issuer's property or the District's property or the property subject to assessment. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District or the Improvement District, as the case may be, in order to pay the principal of and interest on the Bonds. Certain traditional legal remedies also may not be available.

The enforceability of the rights and remedies of the Registered Owners may be further limited by federal bankruptcy laws related to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer and the District. Specifically, the Issuer or the District may voluntarily file a petition for protection from creditors under the federal bankruptcy laws. During the pendency of the bankruptcy proceedings the remedy for mandamus would not be available to the Registered Owners unless authorized by a federal bankruptcy judge. Additionally, the right of the District to seek judicial foreclosure of any tax lien or special assessment lien upon property within such District may be stayed. See "RISK FACTORS - Bankruptcy Limitation to Registered Owners' Rights."

Legal Investment and Eligibility to Secure Public Funds in Texas

Chapter 372, Texas Local Government Code, as amended, pursuant to which the Bonds are issued, provides as follows:

(a) Bonds issued under this subchapter are legal and authorized investments for:

(1) banks, trust companies, and savings and loan associations;

(2) all insurance companies;

(3) fiduciaries, trustees, and guardians; and

(4) interest funds, sinking funds, and other public funds of the state or of an agency, subdivision, or instrumentality of the state, including a county, municipality, school district, or other district, public agency or body politic.

(b) Bonds issued under this subchapter may be security for deposits of public funds of the state or of an agency, subdivision, or instrumentality of the state, including a county, municipality, school district, or other district, public agency or body politic, to the extent of the market value of the Bonds, if accompanied by any appurtenant unmatured interest coupons.

The Issuer makes no representation that the Bonds will be acceptable to banks, savings and loan associations or public entities for investment purposes or to secure deposits of public funds. The Issuer has made no investigation of other laws, regulations or investment criteria which might apply to or otherwise limit the availability of the Bonds for investment or collateral purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the acceptability of the Bonds for investment or collateral purposes.

RISK FACTORS

General

The Bonds, which are special revenue obligations of the Issuer and not of the State of Texas or Denton County, will be secured by Contract Revenues to be paid by the District to the Issuer pursuant to the Contract, and by Special Assessment Revenues. Contract Revenues are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied by the District on all taxable property within the District. Special Assessment Revenues are payable from Special Assessments levied by the Improvement District against benefitted property within the Issuer. The ultimate security for payment of the principal of and interest on the Bonds depends upon (i) the ability of the District to pay Contract Revenues from the collection from the property owners within the District of taxes levied against all taxable property located within the District, or, in the event taxes are not collected and foreclosure proceedings are instituted by the District, upon the value of the taxable property with respect to taxes levied by the District and by other taxing authorities, and (ii) to the extent that Contract Revenues are insufficient to pay the Bonds, the ability of the Issuer to collect Special Assessment Revenues within the Improvement District or, in the event Special Assessments are not collected and foreclosure proceedings are instituted on behalf of the Issuer, upon the value of the property which is subject to such Special Assessments. Neither the Issuer nor the District makes any representations that over the life of the Bonds the property within the District will maintain values sufficient to justify continued payment of taxes or Special Assessments by the property owners. The potential increase in taxable valuation of property within the District is directly related to the economics of the residential housing and commercial products industry, not only due to general economic conditions, but also due to the particular factors discussed below.

Factors Affecting Taxable Values and Tax Payments

Economic Factors: The assessed value of land and improvements within the District is directly related to the vitality of the residential housing industry and the demand for commercial projects. Such values can be significantly affected by factors such as interest rates, construction costs, availability of liquidity and credit in the financial markets, and consumer demand. Because a significant number of the homes constructed within the District are considered to be in the higher end market, a slowdown or worsening of the market for such higher end homes could adversely affect the taxable values within the District.

National Economic Factors: Nationally, in recent years, there has been a significant downturn in new housing construction, resulting in a decline in housing market values. In the past, the Dallas-Fort Worth area, which includes the District, has experienced reduced levels of home construction and new and existing homes sales. The District cannot predict what impact, if any, a downturn in the local and national housing and financial markets may have on the Dallas-Fort Worth area and specifically, upon market values of existing homes within the District.

Developer and Major Landowner's Obligation to the Issuer: The District's top ten principal taxpayers for 2016 comprise approximately 21.32% of the District's 2016 tax roll and the top four principal taxpayers comprise approximately 18.5% of such tax roll. The largest taxpayer in the District is EOP Lewisville Ltd. ("EOP"), which owns commercial property, comprising approximately 9.57% of the 2016 tax roll, including the land upon which the Super Target is located. The second largest taxpayer in the District is Target Corporation, which owns property constituting approximately 3.27% of the 2016 tax roll. The third largest taxpayer in the District is BRECO Lands which owns land in the District comprising approximately 2.45% of the District tax roll. The ability of EOP, Target, or BRECO Lands to make full and timely payments of taxes levied against their respective properties by the District will directly affect the District's ability to meet its obligations to make payments under the Contract. Target is a large-scale retailer. Should Target vacate its store, such property may be difficult to re-lease or re-purpose resulting in a significant reduction in its assessed value. Only owners of property located in the District are legally responsible for payment of ad valorem taxes to the District and other taxing authorities and for payment of Special Assessments to the Issuer. Failure of EOP, Target, or BRECO Lands to make timely payment of their respective taxes could result in defaults under the Trust Agreement and ultimately could adversely affect the investment security of the Bonds.

There is no commitment by or legal requirement of the Developer or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of homes in the District, and there is no restriction on any landowners' right to sell its land. Therefore, neither the Issuer nor the District can make any representation about the probability of future development, if any, or the rate of home construction activity in the District. Moreover, although the Developer has been involved with some mixed-use developments, it has had no previous experience in the development of primarily single-family developments other than the Castle Hills Project.

Maximum Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of District property owners to pay their taxes. The District's 2016 Assessed Valuation is $509,272,414. The maximum annual and average annual debt service requirement on the Bonds and the Remaining Outstanding Bonds are $2,150,788 and $2,001,013, respectively. The District has levied a tax in 2016 of $0.4798 per $100 of Assessed Valuation for purposes of making payments under the Contract. If assessed values within the District do not increase beyond the 2016 Assessed Valuation of $509,272,414, a tax rate of $0.4798 will be sufficient to pay both maximum annual and average annual debt service on the Bonds and Remaining Outstanding Bonds based upon the 2016 Assessed Valuation. The District can make no representation that the taxable property values in the District will maintain a value sufficient to support the aforementioned tax rate or to justify continued payment of taxes or Special Assessments by property owners.

Increases in the District's tax rate to higher levels than the total $0.98 per $100 of Assessed Valuation rate may have an adverse impact upon future commercial development of the District, the value of homes within the District and the ability of the District to collect, and the willingness of owners of property located within the District to pay, ad valorem taxes levied by the District. In addition, the collection by the District of delinquent taxes owed to it and the enforcement by a Registered Owner of the District's obligations to collect sufficient taxes may be a costly and lengthy process.

The combination of the District's 2016 levy of $0.98 per $100 of Assessed Valuation, plus the aggregate of the 2016 tax levies of all other units of government which levy taxes against the property located within the District, is be $2.648 per $100 of Assessed Valuation. See "TAX DATA - Estimated Overlapping Taxes."

Tax Collection Limitations

The District's ability to make payments of Contract Revenues may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time-consuming and expensive collection procedures, (b) a bankruptcy court's stay of tax collection procedures against a taxpayer, (c) market conditions affecting the marketability of taxable property within the District and limitation of the proceeds from a foreclosure sale of such property, (d) adverse effects on the proceeds of a foreclosure sale resulting from a taxpayer's limited right to redeem its foreclosed property as set forth below, or (e) insufficient foreclosure bids to satisfy the tax liens of all state and local taxing authorities which have parity liens on the property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Moreover, the value of the property to be sold for delinquent taxes and thereby the potential sales proceeds available to pay debt service on the Bonds, may be limited by among other factors, the existence of other tax liens on the property, by the current aggregate tax rate being levied against the property, or by the taxpayers' right to redeem residential or agricultural use property within two (2) years of foreclosure and all other property within six (6) months of foreclosure. See "TAX PROCEDURES."

Special Assessment Limitations

Special Assessments are due and payable in the same manner as, and bear the same penalties and interest for non-payment, as do regular property tax installments. Additionally, Special Assessments are payable in annual installments established by the Assessment Ordinance to correspond in number and proportionate amount to the number of installments and principal amounts of the Outstanding Bonds, the Bonds and any Additional Bonds maturing in each year. See "ASSESSMENT PROCEDURES - Priority of Lien" herein. It should be noted that the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular assessment installment payments in the future.

Although Special Assessments are secured by a lien on the parcels within the Improvement District and the Issuer has covenanted to institute foreclosure proceedings to sell parcels with delinquent assessment installments for amounts sufficient to cover such delinquent installments in order to obtain funds to pay debt service on the Bonds, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid delay in payments of debt service on the Bonds. In addition the pledge of Special Assessments to the Bonds is not sufficient to pay the full amount of debt service due on the Bonds. Upon an ad valorem tax lien foreclosure event of a property within the District, an installment of Special Assessments that is also delinquent will be foreclosed in the same manner as the ad valorem tax lien (assuming all conditions and procedures for foreclosure are duly satisfied). The foreclosure of accrued installments of Special Assessments

does not eliminate the outstanding principal balance of the Special Assessment and any purchaser of the property in foreclosure takes the property subject to the Special Assessment lien and any associated obligations.

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

Registered Owners' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds, the Trustee may proceed, and upon the written request of the Registered Owners of not less than fifty-one percent (51%) in principal amount of the Remaining Outstanding Bonds and Bonds then Outstanding shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under the Bond Ordinance and the Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of specific performance has to be relied upon from year to year. Based on recent Texas court decisions, it is unclear whether certain legislation effectively waives governmental immunity of governmental entities for suits for money damages. Even if the Registered Owners could obtain a judgment against the Issuer, such a judgment could not be enforced by a direct levy and execution against the Issuer's or the District's property. Further, the Registered Owners cannot themselves foreclose on property within the Issuer or sell property within the Issuer in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners further may be limited laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer. In this regard, should the Issuer or the District file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the Issuer to seek judicial foreclosure of its tax lien would be automatically stayed and could not be pursued unless authorized a federal bankruptcy judge. See "RISK FACTORS - Bankruptcy Limitation to Registered Owners' Rights."

Bankruptcy Limitation to Registered Owners' Rights

The enforceability of the rights and remedies of the Registered Owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer and the District. Subject to the requirements of Texas law, the Issuer or the District may voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946, if the Issuer or the District (1) is generally authorized to file for federal bankruptcy protection by Texas law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Under Texas law, a water control and improvement district, such as the District, must also obtain the approval of the TCEQ prior to filing for bankruptcy. Such legislation requires that the TCEQ investigate the financial condition of such district and authorize the district to proceed only if the district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

If the Issuer or the District, as the case may be, decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the Issuer or the District, as the case may be, would develop and file a plan for the

adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the Issuer or the District, as the case may be, is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, and (5) the plan is in the best interests of creditors and is feasible. The rights and remedies of the Registered Owners would be adjusted in accordance with the confirmed plan of adjustment of the Issuer's or the District's, as the case may be, debt.

The District may not be placed into bankruptcy involuntarily.

Future Debt

No Additional Bonds (except for refunding bonds) remain authorized but unissued pursuant to the Contract.

If additional debt is issued by the District secured by taxes in the future and property values have not increased proportionately, such issuance may increase gross debt/property valuation ratios and thereby adversely affect the investment quality or security of the Bonds. See "THE BONDS - Legal Ability of the District to Issue Additional Debt."

Absence of Market for the Bonds

There can be no assurance that there will ever be a secondary market for purchase or sale of the Bonds, and from time to time there may be no market for them, depending upon prevailing market conditions, the financial condition or market position of firms who may make the secondary market.

Continuing Compliance with Certain Covenants

The Bond Ordinance and the Trust Agreement contain covenants by the Issuer intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the Issuer to comply with such covenants on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds become taxable retroactively to the date of original issuance. See "TAX EXEMPTION."

Future and Proposed Legislation

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

2017 Special Legislative Session

The Governor of the State of Texas has called a Special Session of the Texas Legislature to commence on July 17, 2017, and to continue for a period of up to 30 days. Among the items listed in such call for consideration by the Legislature is ad valorem tax reform. No representation can be made as to whether any such legislation will be enacted or, if enacted, the effect of such litigation.

DISTRICT DEBT

General

The following tables and calculations relate to the Bonds. The District is empowered to incur debt to be paid from revenues raised by taxation against all taxable property located within the District, and various other political subdivision of government which overlap all or a portion of the District are empowered to incur debt to be paid from revenues raised or to be raised by taxation against all or a portion of the property within the District.

Bonded Indebtedness*

2016 Assessed Valuation	$509,272,414	(a)
Preliminary Taxable Valuation at January 1, 2017	595,253,864	(b)
Gross Debt: The Remaining Outstanding Bonds	$12,750,000	(c)
The Bonds	13,580,000	(c)
Total	$26,330,000	(c)
Estimated Overlapping Debt	$21,161,399	(d)
Direct and Estimated Overlapping Debt	$47,491,399	(e)
Ratio of Direct Debt to:		
2016 Assessed Valuation	5.17 %	
Preliminary Taxable Valuation at January 1, 2017	4.42 %	
Ratio of Direct and Estimated Overlapping Debt to:		
2016 Assessed Valuation	9.33 %	
Preliminary Taxable Valuation at January 1, 2017	8.00 %	
Interest and Sinking Fund Balance	$2,531,448	(f)
Debt Service Reserve Fund Balance	$1,943,302	(g)
2016 Tax Rate per $100 of Assessed Valuation	$0.98	(h)
Contract Tax $0.4798		
Maintenance Tax 0.5002		
Average Annual Debt Service Requirements of the Remaining Outstanding Bonds and the Bonds (2017-2036)	$2,001,013	
Maximum Annual Debt Service Requirements of the Remaining Outstanding Bonds and the Bonds (2033)	$2,150,788	
Tax Rate per $100 of Assessed Valuation required to pay Maximum Annual Debt Service Requirements at 95% Tax Collections		
Based Upon 2016 Assessed Valuation	$0.445	
Based Upon Preliminary Taxable Valuation at January 1, 2017	$0.381	
Tax Rate per $100 of Assessed Valuation required to pay Average Annual Debt Service Requirements at 95% Tax Collections		

Based Upon 2016 Assessed Valuation	$0.414
Based Upon Preliminary Taxable Valuation at January 1, 2017	$0.354

(a) Provided by the Denton County Appraisal District (the "Appraisal District"), this amount is the certified value of all taxable property located within the District as of January 1, 2016. This amount constitutes the District's 2016 tax roll. See "TAXING PROCEDURES" and "RISK FACTORS - Factors Affecting Taxable Values and Payments."

(b) This amount is the sum of the preliminary values of all taxable property located within the District as of January 1, 2017, as reflected on the District's preliminary 2017 tax roll supplied to the District by the Appraisal District. The District's ultimate 2017 Assessed Valuation may vary significantly from such preliminary tax roll once the Appraisal Review Board certifies the value thereof for 2017.

(c) Excludes the Refunded Bonds.

(d) See "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement of the District."

(e) As is described in this Official Statement under the caption "TAX DATA - Estimated Overlapping Taxes," the aggregate of the tax levies of all units of government which levy taxes against the property located within the District in 2016, is $2.648 per $100 of Assessed Valuation. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments."

(f) As of March 31, 2017, and includes funds in the Collection Fund to be transferred to the Interest and Sinking Fund. Gives effect to payment of debt service due on the Outstanding Bonds on April 1, 2017, and includes funds for the payment of debt service due on the Remaining Outstanding Bonds and the Bonds due on October 1, 2017.

(g) As of March 31, 2017. See "THE BONDS - Sources of Payment - Debt Service Reserve Fund."

(h) The District levied a tax of $0.4798 per $100 of assessed valuation during the year 2016 to pay its obligations under the Contract. As indicated herein, a tax rate of $0.4798 is sufficient to pay both the Average Annual and Maximum Annual Debt Service Requirements of the Bonds payable from Contract Revenues based upon the 2016 Assessed Valuation.

Estimated Direct and Overlapping Debt Statement for the District

The following statement indicates the direct and estimated overlapping debt of the District. The table includes the estimated amount of indebtedness of governmental entities overlapping the District, defined as outstanding bonds payable from ad valorem taxes, and the estimated percentages and amounts of such indebtedness attributable to the property located within the District. This information is based upon data secured from the individual jurisdictions and/or the Texas Municipal Reports published by the Municipal Advisory Council of Texas. The calculations by which the statement was derived were made in part by comparing the reported assessed valuation of the property in the overlapping taxing jurisdictions with the Assessed Valuation of property within the District. No effect has been given to the tax burden levied by any applicable taxing jurisdiction for maintenance and operation or other purposes.

Taxing Jurisdiction	Outstanding Debt	As of	Percent	Amount
Denton County	$ 608,895,000	3/31/17	0.63%	$3,775,149
Lewisville ISD	1,086,640,601	3/31/17	1.60	17,386,250
Total Estimated Overlapping Debt				$21,151,399
Total Direct Debt (The Outstanding Bonds and the Bonds)				$26,330,000
Total Direct Debt and Overlapping Debt				$47,491,399
Ratio of Total Direct and Estimated Overlapping Debt to				
2016 Assessed Valuation ($509,272,414)				9.33%
Preliminary Taxable Assessed Valuation at January 1, 2017 ($595,253,864)				8.00%

Under Texas law ad valorem taxes levied by each taxing authority other than the District create a lien which is on a parity with the lien in favor of the District on all taxable property within the District. In addition to the ad valorem taxes required to retire the foregoing direct and overlapping debt, the various taxing authorities mentioned above are also authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administration and/or general revenue purposes. Certain of the jurisdictions have in the past levied such taxes. The District has the power to assess, levy and collect ad valorem taxes for operation and maintenance purposes if authorized by the District's voters at an election held for such purpose. Voters within the District have authorized a maintenance tax without legal limit as to rate or amount. See "DISTRICT TAX DATA - Maintenance Tax."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

* Preliminary; subject to change.

Debt Service Requirements

The following schedule sets forth the principal and interest requirements on the Bonds.

Year	Outstanding Bonds Debt Service	Less Refunded Debt Service	The Bonds Principal	The Bonds Interest	Total Resulting Debt Service
2017	$2,277,888	$(437,738)		$61, 328	$1,901,478
2018	2,253,025	(875,475)	$ 150,000	479,956	2,007,506
2019	2,248,863	(875,475)	155,000	476,956	2,005,344
2020	2,256,663	(1,670,475)	955,000	473,856	2,015,044
2021	2,255,600	(1,666,813)	975,000	445,206	2,008,994
2022	2,256,013	(1,669,775)	1,020,000	406,206	2,012,444
2023	2,257,375	(1,668,688)	1,060,000	365,406	2,014,094
2024	2,254,538	(1,668,550)	1,100,000	323,006	2,008,994
2025	2,257,200	(1,669,025)	1,145,000	279,006	2,012,181
2026	2,254,744	(1,664,775)	1,190,000	233,206	2,013,175
2027	2,252,269	(1,665,800)	1,235,000	185,606	2,007,075
2028	2,254,394	(1,666,425)	1,275,000	148,556	2,011,525
2029	2,255,475	(1,666,313)	1,315,000	108,713	2,012,875
2030	2,250,163	(1,665,125)	1,355,000	65,975	2,006,013
2031	1,258,163	(672,525)	660,000	21,938	1,257,575
2032	2,141,038				2,141,038
2033	2,150,788				2,150,788
2034	2,150,125				2,150,125
2035	2,144,594				2,144,594
2036	2,139,394				2,139,394
Totals	$43,568,306	($21,202,975)	$13,580,000	$4,074,922	$40,020,253

Average Annual Requirements (2017-2036)	$2,001,013
Maximum Annual Requirements (2033)	$2,150,788

TAX PROCEDURES

County-Wide Appraisal District

The Texas Property Tax Code (the "Property Tax Code") establishes an Appraisal District and an appraisal review board in each county of the State of Texas. The Appraisal District is governed by a board of directors elected by the governing bodies of cities, towns and schools that participate in the Appraisal District and of the county. Conservation and reclamation districts such as the District may participate, to a limited extent, in such election. The board of directors selects a chief appraiser to manage the appraisal office of the Appraisal District. All taxing units within Denton County, including the District, are included in the Appraisal District. The Appraisal District is responsible for appraising property within the District, subject to review by the county appraisal review board. The appraisal roll as approved by the county appraisal review board must be used by the District in establishing

* Preliminary; subject to change.

their tax rolls and tax rate. The valuation and assessment of taxable property within the District is governed by the Texas Property Tax Code. Under current Texas law, the District is responsible for the levy and collection of its taxes and will continue to be so responsible unless the Board, or the qualified voters of the respective District or of Denton County, at an election held for such purpose determines to transfer such functions to the Appraisal District or another taxing unit.

Exempt Property

Except for certain exemptions provided by Texas law, all real property and tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District. Principal categories of exempt real property include: property owned by the State of Texas or its political subdivisions, if the property is used for public purposes; property exempt from ad valorem taxation by federal law; nonprofit cemeteries; and certain property owned by qualified charitable, religious, veterans, fraternal, or education organizations. Partially exempt to the maximum extent of $5,000 to $12,000 of assessed value, depending upon the disability rating of the veteran, is property owned by a disabled veteran or by the spouse or certain children of a deceased disabled veteran or a veteran who died while on active duty. A veteran who receives a disability rating of 100% is entitled to the exemption for the full amount of the veteran's residential homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if the residence homestead was donated by a charitable organization. Also, the surviving spouse of a member of the armed forces who was killed in action is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt, if approved by the Board or at an election called by the Board upon petition of a least 20% of the number of the qualified voters who voted in such District's preceding election, are residence homesteads of certain persons who are disabled or at least 65 years old to the extent of $3,000 of appraised value or such higher amount as the Board or the District's voters may approve. Each District's tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair such District's obligation to pay tax-supported debt incurred prior to adoption of the exemption by such District.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) of the appraised market value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted by June 30. To date, the District has not granted a general homestead exemption.

Freeport Goods Exemption: Freeport goods are goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas and other petroleum products, which have been acquired or brought into the state for assembling, storing, manufacturing, repair, maintenance, processing or fabricating or used to repair or maintain aircraft of a certified air carrier and shipped out the state within 175 days. Freeport goods are exempted from taxation by the District.

Goods-In-Transit: Article VIII, Section 1-n of the Texas Constitution provides for the exemption from taxation of "goods-in-transit." "Goods-in-transit" is defined by a provision of the Property Tax Code, which is effective for tax years 2008 and thereafter, as personal property acquired or imported into Texas and transported to another location in the State or outside the State within 175 days of the date the property was acquired or imported into Texas. The exemptions excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and out-board motor, heavy equipment and manufactured housing inventory. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption is tangible personal property acquired in or imported into Texas for storage purposes and which is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The Property Tax Code provision permits local governmental entities, on a local option basis, to take official action by January 1 of the year preceding a tax year, after holding a public hearing, to tax goods-in-transit during the following tax year. A taxpayer may receive only one of the freeport exemptions or the goods-in-transit exemptions for items of personal property.

Tax Abatement

The Issuer and Denton County may designate all or part of the area within the District as a reinvestment zone, and Denton County, the Issuer, and the District may thereafter enter into tax abatement agreements with owners of real property within the zone with each taxing jurisdictions' agreement affecting its own tax roll. The tax abatement agreements exempt from ad valorem taxation by the applicable taxing jurisdiction for a period of up to 10 years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. In certain instances, personal property also may be eligible for tax abatement. Currently, none of the area within the District has been designated for tax abatement.

Assessment and Levy

Generally, all taxable property in the District (other than any qualifying agricultural, open space, and timber land) must be appraised at 100% of market value as of January 1 of each tax year, subject to review and approval by the appraisal district appraisal review board. State law requires the appraised value of a residence homestead to be based solely on the property's value as a residence homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a residence homestead for a tax year to an amount not to exceed the lesser of (1) the property's market value in the most recent tax year in which the market value was determined by the Appraisal District or (2) the sum of (a) 10% of the property's appraised value for the preceding tax year, (b) the appraised value of the property for the preceding tax year; and (c) the market value of all new improvements to the property. However, houses held for sale by a developer or builder which remain unoccupied, are not leased or rented and produce no income, are required to be assessed at the price for which they would sell as a unit to a purchaser who would continue the owner's business. The Property Tax Code requires each appraisal district to implement a plan providing for reappraisal of all real property in the appraisal district at least once every three years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis.

The chief appraiser must give written notice before the appraisal review board meeting to each owner whose property value is recommended for an increase or if the recommended value is greater than the value rendered by the property owner. The appraisal review board has the ultimate responsibility for determining the value of all taxable property within the District; however, any owner who has timely filed notice to the appraisal review board may appeal the final determination by the appraisal review board of the owner's protest by filing suit in Texas district court. Prior to such appeal, however, the owner must pay the tax due on the amount of value of the

property involved that is not in dispute or the amount of tax paid in the prior year, whichever is greater, but not to exceed the amount of tax due under the order from which the appeal is taken. In the event of such suit, the value of the property is determined by the court, or a jury if requested by any party. Additionally, the District is entitled to challenge certain matters before the appraisal review board, including the level of appraisals of a certain category of property, the exclusion of property from the appraisal records, or the grant in whole or in part of a partial exemption. The District may not, however, protest a valuation of individual property.

By September 1 of each year, or as soon thereafter as possible, the rate of taxation within the District is set by the Board based upon the valuation of property within the District as of January 1 and the amount required to be raised for debt service, maintenance purposes and authorized contractual obligations. Under certain circumstances the Board may be required to advertise and hold a public hearing within the District on a proposed tax rate before the Board can hold a public meeting to vote on the tax rate. If the tax rate adopted exceeds by more than 8% the rate needed to pay debt service and certain contractual obligations and to produce, when applied to the property which was on the prior year's roll, the prior year's total taxes levied for purposes other than debt service and such contractual obligations, such portion of the levy in excess of 3% more than the above-described rate may be repealed at an election within the District held upon petition of 10% of the District's qualified voters.

District and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the District, may appeal orders of the Appraisal Review Board by filing a petition for review in district court within forty-five (45) days after notice is received that a final order has been entered. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

The Property Tax Code establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Rollback of Operation and Maintenance Tax Rate

The qualified voters of the District have the right to petition for a rollback of the District's operation and maintenance tax rate only if the total tax bill on the average residence homestead increases by more than eight percent (8%). If a rollback election is called and passes, the rollback tax rate is the current year's debt service and contract tax rates plus 1.08 times the previous year's operation and maintenance tax rate. However, debt service and contract tax rates cannot be changed by a rollback election.

Collection

The District is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board of Directors of the District based upon the valuation of property within the District as of the preceding January 1. Taxes are due on receipt of the tax bill and become delinquent after January 31 of the following year. The date of the delinquency may be postponed by the District if the tax bills are mailed after September 30 (if the Board has authorized discounts for early payment) or otherwise after January 10. The Board may approve a discount for early payment of taxes. Delinquent taxes are subject to 6% penalty for the first month of delinquency, 1% for each month thereafter to August 1 and 12% total if any taxes are unpaid on August 1. Delinquent taxes also accrue interest at the rate of 1% per month during the period they remain outstanding. In addition, in the instance in which a district must engage an attorney for collection of delinquent taxes, the Board may impose a further penalty not to exceed 15% on all taxes unpaid on August 1.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the person who owns the property on January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year upon the property. The District's tax lien is on a parity with the tax liens of the other jurisdictions levying taxes on property within the District. Whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. In the absence of such federal law, a district's tax lien takes priority over a lien of the United States. In the event a taxpayer fails to make timely payment of taxes due a District, the District may file suit at any time after taxes become delinquent to foreclose its lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Property owners over 65 years of age may defer the payment of property taxes, or abate a suit for their collection, levied against their homesteads. The exercise of such deferrals or abatements could significantly delay the collection of property taxes by the District. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments." Collection of delinquent taxes may also be adversely affected by the amount of taxes owed to other federal, state and local taxing jurisdictions, by the effects of market conditions on the foreclosure sales price, by the taxpayer's right to redeem the property within two years of foreclosure, or by bankruptcy proceedings which may delay the collection of a taxpayer's debts.

ASSESSMENT PROCEDURES

THE FOLLOWING IS A SUMMARY OF CERTAIN PROCEDURES APPLICABLE TO THE SPECIAL ASSESSMENTS. HOWEVER, UNDER THE TERMS OF THE CONTRACT, SPECIAL ASSESSMENTS ARE DUE AND PAYABLE ONLY IN THE EVENT THAT, IN ANY GIVEN CALENDAR YEAR, CONTRACT REVENUES ARE INSUFFICIENT TO MAKE PAYMENTS ON THE BONDS. THEREFORE, SPECIAL ASSESSMENT REVENUES ARE NOT EXPECTED TO MAKE SIGNIFICANT CONTRIBUTIONS, IF ANY, TO DEBT SERVICE PAYMENTS ON THE BONDS.

Levy of Special Assessments

By ordinance duly adopted and amended (the "Assessment Ordinance"), the Issuer has levied special assessments against all property (except road rights-of-way) located within the boundaries of the Improvement District (the "Special Assessments"). Pursuant to the Assessment Ordinance, the Issuer has levied the Special Assessments in the total amount of $3,456,356 on the basis of the proportion of the value borne by each tract of land (without regard to any improvements thereon) within the Improvement District to the total value of property within the Improvement District, to be payable in full, at any time, or to be payable in annual installments as set forth in the Service/Assessment Plan and the Assessment Roll. The aggregate amount of Special Assessments assessed to pay a portion (not less than 10%) of the debt service on the Remaining Outstanding Bonds and the Bonds, together with interest thereon, are payable in annual installments which have been established to correspond as nearly as practicable to the debt service on all Remaining Outstanding Bonds and the Bonds. Installments of Special Assessments bear interest at a weighted average interest rate based upon the rate borne by the Remaining Outstanding Bonds and the Bonds, subject to adjustment based upon the rate borne by any Additional Bonds. Installments are due when billed and become delinquent on the following February 1.

Prepayment of Special Assessments

The owner of any property assessed may voluntarily prepay all of part of any Special Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. The Assessment Ordinance requires that each Special Assessment, together with interest accrued thereon, be prepaid in full at such time as the owner of the tract subject to the Special Assessment applies for a building permit to construct a structure on such tract.

Priority of Lien

The assessment or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for state, county, city, school districts, or other political subdivision (such as the District), ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Special Assessment is paid, and may be enforced by the Issuer in the same manner as an ad valorem tax levied against real property may be enforced by the Issuer. The lien of the Special Assessment runs with the land and any installments of Special Assessments that have not yet come due are not eliminated by foreclosure of an ad valorem tax lien.

Covenant to Commence Foreclosure Proceedings

In the event of delinquency in the payment of any installment of an unpaid Special Assessment, the Issuer is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Special Assessment. In such action the real property subject to the delinquent unpaid Special Assessment may be sold at judicial foreclosure sale for the amount of such delinquent installments, plus penalties and interest.

Pursuant to the provisions of the Trust Agreement, the Issuer has covenanted to determine or cause to be determined, no later than February 1 of each year, whether or not any installment or installments of Special Assessments are delinquent and, if such delinquencies exist, the Issuer has covenanted to order and cause to be commenced, or cause the Trustee to do so on behalf of the Issuer, on or before June 1, or immediately thereafter, and thereafter diligently prosecute an action in district court to foreclose the currently delinquent lien for the amount of any delinquent installment or installments of Special Assessments, provided, however, that the Issuer shall not be required to order the commencement of foreclosure proceedings if the total of such delinquencies for such Fiscal Year is less than five percent (5%) of the total of the Special Assessment installments posted to the Assessment Roll for such Fiscal Year. Notwithstanding the foregoing, if the Issuer determines that there is a delinquent Special Assessment installment on any single property in excess of one hundred thousand dollars ($100,000), then it will diligently institute, prosecute and pursue foreclosure proceedings against such property or cause the Trustee to do so on its behalf. See "APPENDIX C - SUMMARY OF THE TRUST AGREEMENT."

To the extent it may legally do so, and taking into account the prior liens on assessed land for ad valorem taxes, the Issuer covenants that property will not be sold in a judicial foreclosure for less than the amount of a currently delinquent Special Assessment installment due on the property, including delinquent penalties, interest, and attorney fees, without the consent of the owners of a majority in principal amount of the Outstanding Bonds, the Bonds, and any Additional Bonds . Any sale of property for nonpayment of an installment or installments of a Special Assessment shall be subject to the lien established for remaining unpaid installments of the Special Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the nondelinquent installments of Special Assessments against such property as they become due and payable pursuant to the terms of the Assessment Ordinance and the Bond Ordinance.

Judicial foreclosure proceedings are not mandatory; however, the Issuer has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the Issuer of the proceeds of the foreclosure sale. It is possible that no bid would received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full.

DISTRICT TAX DATA

Contract Tax

The Board of Directors of the District is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in sufficient amount to pay amounts due to the Issuer under the Contract, including principal of and interest on the Remaining Outstanding Bonds and the Bonds and any additional bonds payable from taxes which the Issuer may hereafter issue under the Contract. The District agrees in the Contract to levy such a tax from year to year as described more fully above under the caption "THE BONDS - Sources of Payment."

Maintenance Tax

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements and operation of the District, if such maintenance tax is authorized by a vote of the District's electorate. Pursuant to an election held in the District on November 7, 2006, voters within the District authorized the Board to levy a maintenance tax unlimited as to rate or amount and the District has levied such a tax for 2016 at the rate of $0.5002 per $100 assessed valuation. Such tax is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds and any tax supported bonds which may be issued in the future. See "DISTRICT TAX DATA - Tax Rate Distribution."

Historical Values and Tax Collection History

The following statement of tax collections sets forth in condensed form the historical assessed valuation and tax collections of the District. Such summary has been prepared for inclusion herein based upon information obtained from District records. Reference is made to such records, including the District's annual audited financial statements, for more complete information. See "APPENDIX G - DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016"

				% Collections	
Tax Year	Assessed Valuation	Tax Rate(a)	Adjusted Levy	Current & Prior Years(b)	Year Ending 9/30
2012	248,927,256	1.00	2,540,244	100.00	2013
2013	322,578,542	1.00	3,252,434	99.64	2014
2014	398,980,612	1.00	3,989,506	99.99	2015
2015	439,150,708	0.98	4,303,677	99.92	2016
2016	508,272,414	0.98	4,981,070	(c)	2017

(a) Per $100 of Assessed Valuation.

(b) Such percentages reflect cumulative total collections for each year from the time each respective annual tax was levied through March 31, 2017. The amount of tax collected for each levy on a current basis (by September 30 of the year following each respective levy) is not reflected in this statement.

(c) In process of collection.

Tax Rate Distribution

	2016	2015	2014	2013	2012
Contract Tax	$0.4798	$0.5433	$0.6840	$0.7026	$0.9550
Maintenance Tax	0.5002	0.4357	0.3160	0.2974	0.0450
Total	$0.9800	$0.9800	$1.0000	$1.0000	$1.0000

Analysis of Tax Base

The following table illustrates the composition of property located within the District during the past five years.

Type of Property	2016 Assessed Valuation	2015 Assessed Valuation	2014 Assessed Valuation	2013 Assessed Valuation	2012 Assessed Valuation
Land	$152,219,826	$151,418,492	$136,611,591	$117,780,602	$ 99,510,602
Improvements	372,059,175	296,749,567	250,345,998	193,373,491	137,700,751
Personal Property	15,470,963	12,480,139	13,433,247	12,578,054	12,598,645
Exempt	(31,477,550)	(21,425,490)	(1,450,224)	(1,333,605)	(882,742)
Total	$508,272,414	$439,150,708	$398,940,612	$322,578,542	$248,927,256

Exemptions

To date, the Board has not granted any general residence homestead exemption or any exemptions for homesteads of those over sixty-five (65) years of age or disabled. It cannot be predicted what actions future boards may take regarding exemptions.

Principal 2016 Taxpayers

Based upon information supplied by the Appraisal District, the following table lists principal taxpayers within the District, type of property owned by such taxpayers, and the Valuation of such property as of January 1, 2016. The information reflects the composition of the Appraisal District's record of property ownership as of January 1, 2016. A breakdown of principal taxpayers as of January 1, 2017, is not currently available from the Appraisal District.

Taxpayer	Type of Property	2016 Assessed Valuation	As a Percentage of 2016 Assessed Valuation
EOP Lewisville Ltd.	Real Estate	$ 48,637,287	9.57%
Target Corporation	Retail	16,638,601	3.27
BRECO Lands CH, LLC*	Land/Improvements	12,447,460	2.45
PS LPT Properties Investors	Real Estate	10,644,288	2.09
Extra Space Properties Two LLC	Land/Improvements	6,150,000	1.21
Prime Healthcare Invest.-Lewisville LLC	Medical	4,222,800	0.83
American Legend Homes, LLC*	Homebuilder	3,361,154	0.66
Fairview Farm Land Co. Ltd.	Land/Improvements	3,300,000	0.65
CH/121 Ventures LP	Real Estate	2,984,703	0.59
TOTAL		$108,386,293	21.32%

*Related Entities

Tax Rate Calculations

The tax rate calculations set forth below are presented to indicate the tax rates per $100 of Assessed Valuation debt service requirements on the Bonds payable from Contract Revenues from the District if no growth in the District occurs beyond the 2016 Assessed Valuation or the Preliminary Taxable Valuation at January 1, 2017. The calculations also assume collection of 95% of taxes levied, the sale of no additional bonds by the Issuer other than the Bonds, and no use of funds on hand. Debt service requirements have been calculated based upon the rate borne by the Bonds.

Average Annual Debt Service Requirements $2,001,013
Tax Rate of $0.414 on the 2016 Assessed Valuation produces $2,002,968
Tax Rate of $0.354 on the Preliminary Taxable Valuation at January 1, 2017, produces $2,001,838

Maximum Annual Debt Service Requirements $2,150,788
Tax Rate of $0.445 on the 2016 Assessed Valuation produces $2,152,949
Tax Rate of $0.381 on the Preliminary Taxable Valuation at January 1, 2017, produces $2,154,521

As the above indicates, a tax rate of $0.4798 per $100 of Assessed Valuation will be sufficient to pay both the Average Annual and Maximum Annual Debt Service Requirements on the Bonds payable from Contract Revenues.

Estimated Overlapping Taxes

Property located within the District is subject to taxation by several taxing authorities in addition to the District. Set forth below is a compilation of all 2016 taxes levied upon property located within the District . Under Texas law, ad valorem taxes levied by each taxing authority other than the District entitled to levy taxes against property located within the District create a lien which is on a parity with the tax lien of the District. In addition to the ad valorem taxes required to make the debt service payments on bonded debt of the District and of such other jurisdictions (see "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement"), certain taxing jurisdictions are authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Taxing Jurisdictions	2016 Tax Rate Per $100 of Assessed Valuation
Lewisville Independent School District	$1.420
Denton County	0.248
The District	0.980
Estimated Total Tax Rate	$2.648

THE ISSUER

The City of Lewisville, Texas (the "Issuer") is a home rule city under the Constitution and laws of the State of Texas. The City, incorporated in 1925, is located in the southeastern portion of Denton County on Interstate Highway 35-E, 20 miles north of Dallas, 34 miles northeast of Fort Worth, 15 miles southeast of Denton and 8 miles north of Dallas-Fort Worth International Airport.

The individuals involved in the administration of the City as are follows:

Elected Officials

City Council	Length of Service	Term Expires	Occupation
Rudy Durham, Mayor	22 years	May, 2018	Chief Appraiser, Denton Central Appraisal District
Brent Daniels, Mayor Pro-Tem	1 year	May, 2018	Owner and Manager, Bahama Buck's
Brandon Jones, Deputy Mayor Pro-Tem	1year	May, 2018	Senior Internal Auditor, Dallas ISD
R. Neil Ferguson, Councilman	5 years	May, 2018	Technology Consultant
T.J. Gilmore, Councilman	5 years	May, 2019	Public Sector Sales Manager. Waste Management
Bob Troyer	newly elected	May, 2019	Director of Customer Projects, Autosig Systems

Selected Administrative Staff

Name	Position	Length of Service with City
Donna Barron	City Manager	26 years
Brenda Martin	Director of Finance	10 years
Julie Heinze	City Secretary	16 years
Lizbeth Plaster	City Attorney	11 years

THE DISTRICT

Authority

The District was originally part of a district (the "Original District") created as a fresh water supply district by the Commissioners Court of Denton County pursuant to Chapter 53, Texas Water Code and Article XVI, Section 59 of the Texas Constitution. The creation of the Original District was confirmed at an election held within the District on January 17, 1983, by a vote of 10 "For" to 0 "Against." On December 21, 1993, the Original District

was converted to a water control and improvement district by actions of its Board of Directors, retaining certain powers under Chapter 53 of the Texas Water Code and operating under the provisions of Chapters 49 and 51, Texas Water Code. On May 6, 1995, pursuant to an election held within the Original District, the Original District was subdivided into Denton County Fresh Water Supply District No. 1-A ("District No. 1-A") and Denton County Fresh Water Supply District No. 1-B (the "District No. 1-B") by a vote of 5 "For" to 0 "Against". Thereafter, on August 9, 1997, the voters within District No. 1-A approved the subdivision of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-C ("District No. 1-C") and on May 1, 1999, the voters within District No. 1-C approved the division of District No. 1-C into District No 1-C and District No. 1-D. In addition, on May 1, 1999, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-E ("District No. 1-E"). Thereafter, on November 5, 2002, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and the District. In addition, on May 3, 2003, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and District No. 1-G and on May 10, 2008, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and District No. 1-H. District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, the District, District No. 1-G and District No. 1-H, are referred to collectively herein as the "Districts." The rights, powers, privileges, authority, and functions of the District are established by the general laws of the State of Texas pertaining to water control and improvement districts, particularly Chapters 49 and 51, Texas Water Code, as amended. Pursuant to an election passed by a vote of 7 "For" and 0 "Against" on August 8, 1987, the Original District was authorized to exercise sanitary sewer powers and to assume the privileges and functions of a road district under Article III, Section 52 of the Texas Constitution. The principal functions of the District are to finance, construct, own, and operate waterworks, wastewater, drainage facilities, streets and roads and to provide such facilities and services to the customers of the District. If approved by the voters within the District, the TCEQ, and other governmental entities having jurisdiction, the District may establish, operate, and maintain a fire department, independently or with one or more other conservation and reclamation districts, and provide such facilities and services to the customers of the District. The District is subject to the continuing supervision of the TCEQ in certain matters.

Description

As a consequence of the subdivision of the Original District and subsequent additions and exclusions of land, District No. 1-A now contains approximately 1.659 acres and the District contains approximately 368.942 acres. The remainder of the land comprising the Castle Hills Project lies within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and District No. 1-H. The District is located approximately 25 miles from the central business district of Dallas, Texas in the southeastern portion of Denton County, Texas. The District lies entirely within the extraterritorial jurisdiction of the City of Lewisville. The District is located approximately 11 miles northeast of Dallas/Fort Worth International Airport. Highway 544 is located less than 1/4 mile to the north of the District, Josey Lane is located approximately 1/4 mile to the east of the District, and Hebron Parkway is located approximately 1/4 mile to the south of the District. The District is approximately 5 miles from Lake Lewisville, a 23,280 acre recreational lake adjacent to a 720 acre state park. In addition, the District is approximately two miles from the border of Legacy Business Park, which includes the corporate headquarters of J.C. Penney, Frito-Lay, Dr. Pepper, Beal Bank and other large corporate office complexes. The District lies within the Lewisville Independent School District. See "APPENDIX A - AERIAL PHOTOGRAPH."

Management of the District

The District is governed by the Board, consisting of five directors. The Board has control over and management supervision of all affairs of the respective District. Directors serve four-year staggered terms, and elections are held within the respective District on the first Saturday in May in even-numbered years. The current members and officers of the Board, along with their respective terms of office, are listed below. Director Taylor resides in the District. All other Directors own property located in the District subject to separate notes and deeds of trust in favor of the Developer.

Name	Title	Term Expires
Matthew Taylor	President	May, 2018
Christian S. Kelso	Vice President	May, 2018
Colleen Marchetti	Secretary	May, 2020
Cheryl Mabery	Treasurer/Assistant Secretary	May, 2018
Tony Munoz	Assistant Secretary	May, 2020

The District does not have a general manager or any other employee, but has contracted, or expects to contract, for services as follows:

Tax Assessor/Collector - Land and improvements within the District are appraised for ad valorem taxation purposes by the Denton County Appraisal District. The District contracts with the Denton County Tax Assessor-Collector to perform tax collection services for the District.

Bookkeeper - The District has contracted with District No. 1-A for bookkeeping services. District No. 1-A also provides such services for District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and District No. 1-H.

Auditor - The District's financial statements for the fiscal year ended September 30, 2016, were audited by McCall Gibson Swedlund Barfoot PLLC., Certified Public Accountants. See APPENDIX F for a copy of the District's September 30, 2016 audited financial statements.

Operations Manager - The District has contracted with District No. 1-A to manage and operate its facilities and bill and collect for the District's services. District No. 1-A currently employs approximately 30 persons, including 8 licensed operators, to carry out its functions.

Consulting Engineers - The District has employed the firm of Land Design, Inc., Dallas, Texas as Consulting Engineer (the "Engineer") in connection with the design of the System.

Legal Counsel - The District has engaged Winstead PC, Dallas Texas, as general counsel and as Bond Counsel in connection with the issuance of the Bonds. Such firm also acts as general counsel and Bond Counsel for District No. 1-A, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and District No. 1-H. Payment to Bond Counsel by the Issuer of legal fees for services rendered in connection with the issuance of the Bonds is based upon a percentage of the Bonds actually issued and sold and therefore such fees are contingent on the issuance, sale and delivery of the Bonds. See "LEGAL MATTERS."

A pension plan has not been established by the District. The District has funded payroll costs to District No. 1-A. District No. 1-A handles pension provisions for its employees.

THE IMPROVEMENT DISTRICT

The Issuer has created and authorized the Improvement District in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Improvement District Act"). This statute authorizes municipalities to create public improvement districts within the boundaries or the extraterritorial jurisdiction of the municipality, and to levy assessments within the public improvement district to pay for certain improvements.

On February 21, 2007, the Issuer received a petition signed by the requisite number of landowners, requesting the creation of a public improvement district. The Issuer published a notice as required by Chapter 372 of the Local Government Code and on April 2, 2007, after a hearing, adopted a resolution creating the Improvement District. On May 21, 2007, after published notice and a public hearing, the Issuer also adopted an ordinance

approving the Assessment/Service Plan (the "Original Plan"), on January 7, 2008, after published notice and a public hearing, the Issuer adopted an Amended and Restated Assessment/Service Plan (the "Amended Plan"), and on May 19, 2014, after published notice and hearing, the Issuer adopted an Amended and Supplemental Assessment/Service Plan (together with the Original Plan, and the Amended Plan, the "Assessment/Service Plan").

The land within the Improvement District is located within the District. The Improvement District is not a political subdivision of the State of Texas and is governed by the governing body of the Issuer.

Authorized Public Improvements

The Issuer may undertake improvement projects and/or services that confer a special benefit on property located within the Improvement District as provided by the Improvement District Act. The Issuer may levy and collect Special Assessments on property in the Improvement District, payable in periodic installments based on the benefit conferred by the Improvement Project to pay all or part of it cost.

A public improvement project may include:

(1) landscaping; the erection of fountains, distinctive lighting and signs; the acquiring, constructing, improving, widening, narrowing, closing or rerouting of sidewalks or of streets, any other roadways or their rights-of-way; acquisition, construction or improvement of water, wastewater or drainage facilities or improvements; acquisition, construction or improvement of libraries; the construction or improvement of pedestrian malls, the establishment or improvement of parks; the acquisition and installation of pieces of art; the acquisition, construction or improvement of off-street parking facilities; and the acquisition, construction improvement or rerouting of mass transportation facilities.

(2) other improvements similar to those described in (1) above;

(3) the acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(4) special supplemental services for improvement and promotion of the Improvement District, including advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancements;

(5) payment of expenses incurred in the establishment, administration and operation of the District; and

(6) development, rehabilitation, or expansion of affordable housing.

Assessment/Service Plan

Pursuant to the Improvement District Act, the Assessment/Service Plan has been approved by the Issuer, setting forth a plan for services and activities to be provided in the Improvement District, and setting forth the plan for apportioning the cost of the improvements to be assessed against properties in the Improvement District and for payment of the assessments against exempt municipal property in the Improvement District. The improvements contemplated by the Assessment/Service Plan include:

1. Acquisition or construction of a water distribution system which benefits the Improvement District, connecting to the Upper Trinity Regional Water District's water supply system.

2. Acquisition or construction of a wastewater collection system which benefits the Improvement District, connecting to the Issuer's sanitary sewer collection and treatment system.

3. Acquisition or construction of a stormwater drainage system which benefits the Improvement District.

4. Acquisition or construction of streets or roadways and improvements thereto to provide access to and through all property within the Improvement District.

Under the Improvement District Act, the cost of the improvements may be assessed equally per square foot against all property within the Improvement District, or it may be assessed against property according to the value of the property as determined by the Issuer, with or without regard to structures or other improvements on the property, or it may be assessed on the basis of any other reasonable assessment plant that results in imposing equal shares of the cost on property similarly benefitted. The Issuer has elected to levy an assessment rate based on the valuation method, the proportion of value borne by each tract of land (without regard to any improvements thereon) within the Improvement District to the total value of property in the Improvement District.

The Assessment/Service Plan is updated annually pursuant to Chapter 372, Texas Local Government Code.

Preparing Assessment Roll and Notices

The Issuer has caused the Special Assessments against each parcel of land (except road rights-of-way) within the Improvement District to be determined in accordance with the provisions of the Assessment/Service Plan. The Issuer has also adopted an Assessment Roll. The Issuer has prepared an updated Assessment Roll in connection with the issuance of the Bonds. The update projects the annual indebtedness of the Improvement District and the current lien on property within the Improvement District. The Assessment Roll and all subsequent updates to the Assessment Roll have been filed with the City Secretary and are available for public inspection.

Assessments, Hearing, Levy and Payment

After published notice and public hearing, on May 21, 2007, January 7, 2008, and May 19, 2014, the Issuer adopted ordinances (collectively, the "Assessment Ordinance") levying the assessments as Special Assessments on the property and specifying the method of payment of the Special Assessments and providing that they be payable in periodic installments and shall continue for the number of years required to retire indebtedness or until the Special Assessments are prepaid in full, whichever occurs first.

Supplemental Assessments

After notice and hearing in the manner required for original assessments or as authorized by Section 372.020 of the Improvement District Act, the Issuer may make supplemental assessments to correct omissions or mistakes in the assessment relating to the total cost of the Authorized Improvements and/or services.

Ownership of Authorized Improvements

In accordance with the Improvement District Act, the Issuer has acquired and constructed, and will acquire the Authorized Improvements. All such Authorized Improvements, including the land and the facilities and infrastructure thereon, have been acquired and constructed and shall be acquired pursuant to the provisions of the Contract. The Authorized Improvements will become facilities owned by the Issuer and will constitute a portion of the Issuer's infrastructure improvements.

Maintenance of Authorized Improvements

The Issuer will provide for the ongoing maintenance and repair of the Authorized Improvements constructed and conveyed, as outlined in the Assessment/Service Plan, from the date of receipt and acceptance of title to the Authorized Improvements. The cost of such maintenance and repair is required to be paid by the District pursuant to the Contract.

DEVELOPMENT OF THE DISTRICT

Development of the District

Land within the District is being developed for single-family and commercial mixed-use projects. Proceeds of the Outstanding Bonds have been used and proceeds of the Bonds will be used, to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities (the "Utility System"), and proceeds of the Outstanding Bonds have been used to pay the costs of acquiring and constructing certain streets and roads (the "Road System") (the Utility System and the Road System, collectively, the "System") to serve 1,106 completed lots on approximately 280 acres and approximately 79.7 acres of completed commercial development, including 55 acres of retail development known as Lewisville Towne Crossing. As of March 31, 2017, 1,061 homes were completed and 18 homes were under construction. All home should be completed by October 1, 2017. Lewisville Towne Crossing consists of 343,000 square feet of improvements, including Super Target, Studio Movie Grill, PetSmart, 24 Hour Fitness, Dollar Tree, several restaurants, and banking and other retail. The balance of the 24.7 acres of developed commercial acreage consists of 5.4 acres sold to Unser Racing, 5 acres of medical offices, 4.312 acres of self-storage, and various other retail, dental, and restaurants. Approximately 20.6 acres have been provided with water, sewer, and drainage and are expected to be utilized for future commercial development. There is no assurance as to when, or whether, construction of vertical improvements will occur on such acreage. Approximately 10 acres located within the District have been or are expected to be dedicated as easements for public purposes, parks, drainage areas, or are otherwise not available or expected to be available for development.

Community Facilities

Community facilities available to the District and its general geographic area are set forth below:

Churches: There are no churches in the District, however, churches of most denominations are located in the immediate vicinity of the District.

Fire and Police Protection and Emergency Medical Services: Fire and police protection and emergency medical services are provided by the City and a City fire station is located within the Castle Hills Project.

Medical Facilities: Baylor Medical Center is located approximately one mile from the District in the City of Carrollton.

Other Utilities: Electric and gas service are being provided by COSERV and its subsidiaries and telephone and cable service are provided by Grande Communications and Verizon.

Schools: Residents of the District attend Lewisville Independent School District which currently has three elementary schools located in or near the District. A middle school is located contiguous to the western boundary of the Castle Hills Project. Lewisville Independent School District has acquired an

additional middle school site approximately 1/4 mile from the District. Hebron High School is approximately 2 miles northeast of the District.

Shopping Facilities: Five grocery stores and several convenience centers are located within a½ mile radius of the District. Vista Ridge Mall, a regional shopping mall, is located approximately 4 miles west of the District. In addition, The Shops at Willow Bend, a regional mall, is located approximately 4 miles east of the District. Stonebriar Mall, a regional mall, is located approximately 5 ½ miles northeast of the District. A 24,500 square foot village center is located in the District. Located in District No. 1-D, Castle Hills Village Shops and Plaza Center consists of 48,000 sq. ft. of retail space (79% leased) and approximately 64,000 sq. ft. of office space (100% leased). Four phases of the Castle Hills Village Shops and Plaza Center are complete with one more planned at this location.

THE CASTLE HILLS PROJECT

Description

The Districts are part of the master planned community known as Castle Hills (the "Castle Hills Project"). Castle Hills Project is a development of Bright Realty (hereinafter defined). See "THE DEVELOPER" below. Castle Hills Project consists of approximately 2,400 acres of land, approximately 368.942 acres of which are located within the District, approximately 1.659 acres which are located within the boundaries of District No. 1-A, 309.2 acres of which are located within District No. 1-B, 261.4 acres of which are located within District No. 1-C, approximately 490.69 acres of which are located within District No. 1-D, approximately 259.46 acres of which are located within the boundaries of District No. 1-E, 307.074 acres of which are located within District No. 1-G, and 386.44 acres of which are located in District No. 1-H. According to the Developer, the ultimate land use within the Castle Hills Project is currently projected as follows: approximately 1,526 acres will be subdivided into approximately 4,300 single family lots, approximately 455 acres will be used for the development of commercial mixed-use projects, approximately 207 acres will be developed as multi-family communities, and approximately 212 acres have been developed as an 18 hole golf course and country club known as The Lakes at Castle Hills. Swimming and tennis facilities, drainage, easements, streets rights-of-way, utility easements, open space, lakes, parks and greenbelts are included in the single-family acreage.

Status of Development

As of March 31, 2017, a total of 3,940 lots on approximately 1,260 acres had been developed within the Castle Hills Project. 3,466 homes were occupied, and 106 homes were under construction or permitted for construction. Also completed are 210 acres of commercial development, 212 acres for the 18 hole golf course and country club (The Lakes at Castle Hills), with swimming and tennis facilities and 67 acres multi-family development. Approximately 10 acres for commercial development, 8 acres for multi-family development, and 71 acres for single-family development are to be constructed on, while approximately 235 acres are available for commercial development and 140 acres are available for multifamily development. All of the current development within the Castle Hills Project has occurred within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and the District. No development of above-ground improvement has occurred to date in District No. 1-H.

Funding for the improvements located within the District will be through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 4, funding for the improvements located within District No. 1-B has been through the issuance of bonds by Castle Hills Public Improvement District, funding for the improvements located within District No. 1-C will be funded through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 7, funding the improvements within District No. 1-D has been through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 2, funding for the improvements with District No. 1-E has been through the issuance of bonds by Lewisville Castle Hills Public Improvement District No.3, funding for the improvements within District No. 1-G will be through the issuance

of bonds by Lewisville Castle Hills Public Improvement District No. 5, and funding for the improvements with District No.1-H is expected to be through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 6.

The Lakes at Castle Hills now operates as a private club facility, the ownership of which is retained in an entity related to the Developer. The Lakes at Castle Hills consists of an 18 hole championship golf course designed by Jay Morrish, along with an approximately 25,000 square foot clubhouse resort style pool, tennis facilities with a tennis pro shop, among other amenities.

Major roadways in or adjacent to the Castle Hills Project which have been completed are: (i) S.H. 121 Sam Rayburn Toll Road; (ii) FM 2281 (Old Denton Road); and (iii) extension of FM 423 (Josey Lane).

A District's tax is levied only on property located within such District, therefore, the investment, security and quality of the Bonds is dependent on the successful development of property within each District, and the payment and collection of taxes levied thereon. Neither the faith and credit nor the taxing power of any of the balance of the Castle Hills Project is pledged to the payment of any obligations of any District or the Issuer, including the Bonds. See "RISK FACTORS."

THE DEVELOPER

The developer of the Castle Hills Project, including land within the District has been Bright Realty, LLC (together with certain predecessors and subsidiaries, collectively, "Bright Realty") which is owned by certain members of the family of the late H.R. ("Bum") Bright and trusts for the benefit of such family members. Bright Realty is acquiring land in the District from a related company, BRECO Lands CH, LLC ("BRECO Lands"), as dictated by development needs. Bright Realty and BRECO Lands are collectively referred to herein as the "Developer." See "THE DEVELOPER

THE SYSTEM

Regulation

According to the District's Engineer, water supply and distribution, wastewater collection, and storm drainage facilities (collectively, the "System") to serve the Castle Hills Project have been designed in accordance with accepted engineering practices and the current requirements of various agencies having regulatory or supervisory jurisdiction over the construction and operation of such facilities. The construction of the System is required to be accomplished in accordance with the standards and specifications of such entities and are subject to inspection by each such entity. Operation of the System must be accomplished in accordance with the standards and requirements of such entities. TCEQ exercises continuing supervisory authority over the District. Collection and transmission of the sewage to the City of Lewisville, Texas (the "City") plant and subsequent treatment and discharge is all subject to the regulatory authority of TCEQ and the U.S. Environmental Protection Agency. Construction of drainage facilities is subject to regulation by Denton County and, in some instances, the TCEQ. Denton County, the TCEQ, and the City also exercise certain regulatory jurisdiction over the System. The regulations and requirements of entities exercising regulatory jurisdiction over the System are subject to further development and revision which, in turn, could require additional expenditures in order to achieve compliance. In particular, additional or revised requirements in connection with any permit wastewater collection and transmission system beyond the criteria existing at the time of construction of the system could result in the need to construct additional facilities in the future. The following descriptions are based upon information supplied by the District's Engineer.

Water and Sanitary Sewer System

Water Supply Facilities: There are multiple sources of water to serve the District. It is served by the Upper Trinity Regional Water District which delivers to a site immediately south of FM 544, in the vicinity of the Texas Utility transmission lines, treated water at an average daily rate in excess of 14,000,000 gallons per day upon build out and a presently contracted amount of 2,700,000 gallons per day. In addition, the City of Lewisville provides water to serve the District, at an average daily rate of 4,500,000 gallons per day upon build out and a presently contracted amount of 300,000 gallons per day. The System currently has pumping capacity of 8,000 gallons per minute, with current ground storage of 500,000 gallons, and with elevated storage of 1,500,000 gallons. This system will be adequate for the current and future service to approximately 3,500 single family equivalent connections. In addition to the foregoing, District No. 1-A has an emergency water interconnect with the City of Lewisville and Dallas Water Utilities.

Wastewater Treatment Facilities: Wastewater treatment is provided by the City. A wastewater treatment agreement has been reached among District No. 1-A, District No. 1-B, the Developer and the City by which the City agrees to provide sewage treatment capacity to District No. 1-B and District No. 1-A up to a maximum average of 10,500,000 g.p.d., or approximately 52,500 single-family equivalent connections. In turn, District No. 1-A and District No. 1-B make sewage treatment capacity available to the District out of such capacity.

Drainage Facilities

Drainage facilities to serve the developed areas within the District and a portion of the remaining developable acreage have been designed to outfall into Indian Creek, which traverses the Castle Hills Project and outfalls into the Elm Fork of the Trinity River approximately two miles from the District.

100-Year Flood Plain

According to the Engineer, the Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Map effective April 2, 1997, which covers land located within the District, indicates that approximately 10 acres with Phase 5 in the District is within the 100-year floodplain designation. Information has been submitted to FEMA for a letter of map amendment to remove approximately 5 of such acres from the floodplain. The balance of such floodplain acreage is expected to be used as a drainage area.

UNDERWRITING

Raymond James & Associates, Inc., as underwriter (the "Underwriter") is purchasing the Bonds pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") with the Issuer at a price of $_____ (representing the principal amount of the Bonds, less an underwriter's discount of $_____, less an original issue discount of $_____). The Underwriter's obligation is to purchase all of the Bonds, if any are purchased. See "PLAN OF FINANCING – Sources and Uses of Funds." The Bond Purchase Agreement provides, among other things, that the Underwriter's obligation to make such purchase is subject to the terms and conditions of the Bond Purchase Agreement, including approval of certain legal matters by counsel to the Underwriter.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into unit investment trusts) and others at yields lower than the public offering yield stated on the cover page hereof. The initial offering yield may be changed at any time by the Underwriter. In connection with the offering of the Bonds, the Underwriter may over-allot or effect transactions which stabilize or maintain the market prices of the

Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

Legal Opinions

The Issuer will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Bonds are valid and binding obligations of the Issuer. The Issuer will also furnish the legal opinion of Winstead PC, Dallas, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the Issuer under the Constitution and laws of the State of Texas. The legal opinion of Bond Counsel will further state an amount, on a cumulative basis, not less than ten percent (10%) of the original principal amount of the Bonds, together with interest thereon, is payable from and secured by a pledge of and lien on the Special Assessment Revenues and that an amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, but in no event to exceed, on a cumulative basis, not more than ninety percent (90%) of the original principal amount of the Bonds, together with interest thereon, is payable from Contract Revenues to be paid by the District pursuant to the Contract from the levy of ad valorem taxes, without legal limitation as to rate or amount, upon all taxable property located within the District. Bond Counsel's opinion will also address the matters described below under the caption "TAX EXEMPTION." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX E." Bond Counsel's fees for services rendered with respect to the sale of the Bonds are contingent upon the issuance and delivery of the Bonds. Bond Counsel acts as counsel for the District on matters other than the issuance of Bonds.

In its capacity as Bond Counsel, Winstead PC, Dallas, Texas, has reviewed the information appearing in this Official Statement under the captions "THE BONDS," "TAX PROCEDURES," "ASSESSMENT PROCEDURES," "THE ISSUER," "THE DISTRICT," "THE IMPROVEMENT DISTRICT," "LEGAL MATTERS," "TAX EXEMPTION," "CONTINUING DISCLOSURE OF INFORMATION," "APPENDIX B - DEFINITIONS," "APPENDIX C - SUMMARY OF TRUST AGREEMENT" "APPENDIX D - SUMMARY OF THE CONTRACT," and "APPENDIX E - FORM OF BOND COUNSEL OPINION" solely to determine whether such information fairly summarizes the procedures, law and documents referred to therein. Bond Counsel has not, however, independently verified any of the other factual information contained in this Official Statement, nor has Bond Counsel conducted an investigation of the affairs of the Issuer or the District for the purpose of passing upon the accuracy or completeness of the information contained in this Official Statement. Certain legal matters will be passed upon for the Underwriter by its counsel, McCall, Parkhurst & Horton L.L.P., Dallas, Texas.

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

No Arbitrage

The Issuer will certify on the date the Bonds are delivered and paid for that based upon all facts and estimates now known or reasonably expected to be in existence, the Issuer reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986 (the "Code") and the regulations prescribed from time to time thereunder. Furthermore, all officers, employees and agents of the Issuer have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Issuer as of the date the Bonds are delivered and paid for. In particular, all or any officers of the Issuer have been authorized to certify to the facts, circumstances and reasonable expectations of the Issuer on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the Issuer will covenant in the Bond Ordinance that it will make such use of the proceeds of the Bonds, regulate investments of proceeds of the Bonds and take such other and further actions and follow such procedures, including without limitation, calculation of the yield on the Bonds, as may be required so that the Bonds will not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

No-Litigation Certificate

The Issuer and the District will furnish to the Underwriter a certificate, dated as of the date of delivery of the Bonds, executed by both their authorized officers, to the effect that no litigation of any nature has been filed or is then pending or threatened, of which either has notice, either in state or federal courts, contesting or attacking the Bonds; to restrain or enjoin the issuance, execution or delivery of the Bonds; which would affect the provisions made for the payment of or security for the Bonds; which would in any manner question the authority or proceedings for the issuance, execution, or delivery of the Bonds; or which would affect the validity of the Bonds.

No Material Adverse Change

The agreement of the Underwriter to purchase the Bonds pursuant to the Bond Purchase Agreement, and the obligation of the Issuer to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the Issuer or the District from that set forth or contemplated in the Preliminary Official Statement, as it may have been supplemented or amended, through the date of sale of the Bonds.

TAX EXEMPTION

In the opinion of Winstead PC, Bond Counsel, under existing statutes, regulations, published rulings and court decisions, interest on the Bonds is excludable from the gross income of the Registered Owners of the Bonds for federal income tax purposes. In expressing its opinion that interest on the Bonds is excludable from gross income of the Registered Owners of the Bonds, Bond Counsel will rely on the Issuer's no-arbitrage certificate, and will assume compliance by the Issuer with certain covenants of the Issuer and the District relating to the use of the facilities financed with the proceeds of the Bonds and the use and investment of the proceeds of the Bonds and other funds of the Issuer. Failure of the Issuer or the District to comply with these covenants may cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The law upon which Bond Counsel has based its opinion is subject to change by the Congress, administrative interpretation by the Department of Treasury and to subsequent judicial interpretation. There can be no assurance that such law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of ownership of the Bonds.

Interest on the Bonds for federal income tax purposes (i) will be excludable from gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date hereof, of the owners thereof pursuant to section 103 of such Code, existing regulations, published rulings, and court decisions thereunder, and (ii) will not be included in computing the alternative minimum taxable income of individuals or, except as hereinafter described, corporations. Interest on the Bonds owned by a corporation will be included in such corporation's adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporations, other than an S corporation, a qualified mutual fund, a real estate mortgage investment conduit, a real estate investment trust, or a financial asset securitization investment trust (FASIT). A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by Section 55 of the Code will be compute.

Except as stated above with respect to the exclusion of the interest on the Bonds from gross income, Bond Counsel expresses no opinion as to any federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Bonds.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers failing within any of these categories should consult their own tax advisors as to the applicability of these consequences.

A copy of the opinion of Bond Counsel is attached hereto as APPENDIX E.

Tax Accounting Treatment of Original Issue Discount Bonds

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under existing law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period)

and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

VERIFICATION OF MATHEMATICAL CALCULATIONS

Grant Thornton LLP, a firm of independent public accountants, will deliver to the Issuer, on or before the settlement date of the Bonds, its verification report indicating that it has verified, in accordance with attestation standards established by the American Institute of Certified Public Accountants, the mathematical accuracy of (a) the mathematical computations of the adequacy of the cash, if any, and the maturing principal of and interest on the Escrowed Securities held in the Escrow Fund to pay, when due, the maturing principal of and interest on the Refunded Bonds and; (b) the mathematical computations of yield used by Bond Counsel to support its opinion that interest on the Bonds will be excluded from gross income or federal income tax purposes.

The verification report performed by Grant Thornton LLP will be solely based upon data, information and documents provided to Grant Thornton LLP by the Issuer and its representatives. Grant Thornton LLP has restricted its procedures to recalculating the computations provided by the Issuer and its representatives and has not evaluated or examined the assumptions or information used in the computations.

SOURCES OF INFORMATION

General

The information contained in this Official Statement has been obtained primarily from the Issuer's and the District's records, the District's Engineer, District No. 1-A, the Developer, the Denton County Appraisal District and other sources believed to be reliable; however, no representation is made by the Issuer or the District as to the accuracy or completeness of the information contained herein, except as described below under "Certification of Official Statement." The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement or any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the Issuer described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

The audited financial statements of the District for the year ended September 30, 2016, included in APPENDIX F hereto, were prepared by McCall Gibson Swedlund Barfoot PLLC, Certified Public Accountants, which has consented to the publication of such financial statements in this Official Statement.

Experts

The information contained in this Official Statement relating to engineering, to the description of the System generally and, in particular, the engineering information included in the sections captioned "THE ISSUER," "DEVELOPMENT OF THE DISTRICT," "THE CASTLE HILLS PROJECT," and "THE SYSTEM" has been provided by Land Design, Inc. such information has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

The information contained in this Official Statement relating to assessed valuations of property generally and, in particular, that information concerning valuations contained in the sections captioned "TAX DATA" and "DISTRICT DEBT" has been provided by the Denton County Appraisal District.

Updating of Official Statement

If, subsequent to the date of the Official Statement, to and including the date the Underwriter is no longer required to provide an Official Statement to customers who request same pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC"), the Issuer learns, or is notified by the Underwriter, of any adverse event which causes the Official Statement to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the Issuer will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Official Statement satisfactory to the Underwriter; provided, however, that the obligation of the Issuer to so amend or supplement the Official Statement will terminate upon the earlier of (i) 90 days after the "end of the underwriting period" as defined in SEC Rule 15c2-12 or (ii) the date the Official Statement is filed with the MSRB, but in no case less than 25 days after the "end of the underwriting period."

Certification of Official Statement

At the time of payment for and delivery of the Bonds, the Issuer will furnish the Underwriter a certificate, executed by the Mayor and City Secretary, acting in their official capacities, to the effect that to their knowledge and belief (a) the information, descriptions and statements of or pertaining to the Issuer contained in this Official Statement, on the date thereof and on the date of delivery were and are true and correct in all material respects; (b) insofar as the Issuer and its affairs, including its financial affairs, are concerned, this Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; and (c) insofar as the descriptions and statements, including financial data contained in this Official Statement, of or pertaining to entities other than the Issuer and their activities are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and that the Issuer has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the Issuer has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the Issuer.

At the time of payment for and delivery of the Bonds, the District will furnish the Underwriter a certificate, executed by the President and Secretary of the Board of the District, acting in their official capacities, to the effect that the best of their knowledge and belief (a) the information, descriptions and statements of or pertaining to the District contained in this Official Statement, on the date thereof and on the date of delivery were and are true and correct in all material respects; (b) insofar as the District and its affairs, including its financial affairs, are concerned, this Official Statement did not and does not contain an untrue statement of a material fact or omit

to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; and (c) insofar as the descriptions and statements, including financial data contained in this Official Statement, of or pertaining to entities other than the District and their activities are concerned, such statements and data have been obtained from sources which the District believes to be reliable and that the District has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the District has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District.

Official Statement "Deemed Final"

For purposes of compliance with SEC Rule 15c2-12, the document, as the same may be supplemented or corrected by the District from time to time, may be treated as an "official statement" with respect to the Bonds described herein "deemed final" by the District as of the date hereof (or of any such supplement or correction) except for the omission of certain information referred to in the succeeding paragraph.

The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a "final official statement" of the District with respect to the Bonds, as that term is defined in SEC Rule 15c2-12.

FORWARD-LOOKING STATEMENTS DISCLAIMER

The statements contained in this Official Statement, and in any other information provided by the Issuer, the District, or the Developer that are not purely historical, are forward-looking statements, including statements regarding the Issuer's, the District's or the Developer's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available on the date hereof, and none of the Issuer, the District or the Developer assumes any obligation to update any such forward-looking statements. The actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgements with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Issuer, the District, or the Developer, as the case may be. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

CONTINUING DISCLOSURE OF INFORMATION

The Issuer has, in the Trust Agreement, undertaken (the "Undertaking") for the benefit of the owners and beneficial owners of the Bonds, to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system. In order to obtain from the District the information necessary for the Issuer to comply with the Undertaking, the Issuer has entered into an "Agreement to Provide Certain Information" with the District pursuant to which the District has agreed to provide such information concerning the District. The Issuer is required to observe the Undertaking for so long as it is obligated to advance funds to pay the Bonds.

Annual Reports

The Issuer shall provide, or cause to be provided, annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year of the District ending in or after 2017, financial information and operating data with respect to the District of the general type included in the final Official Statement under the headings "DISTRICT DEBT,""DISTRICT TAX DATA, and in APPENDIX F hereto (District's Audited Financial Statements). The Issuer may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 (the "Rule"). Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Bond Ordinance or Trust Agreement, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide, or cause to be provided, unaudited financial statements of the District by the required time, and shall provide, or cause to be provided, audited financial statements of the District for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the District changes its fiscal year, the Issuer will notify the MSRB, or cause the MSRB to be notified, of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Event Notices

Notice of Occurrence of Certain Events, Whether or Not Material . The District will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Bonds, without regard to whether such event is material within the meaning of the federal securities laws: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (6) tender offers; (7) defeasances; (8) rating changes; and (9) bankruptcy, insolvency, receivership or similar event of an obligated person. (Neither the Bonds nor the Bond Order make any provision for credit enhancement - unless a municipal bond insurance policy is obtained - or liquidity enhancement.)

Notice of Occurrence of Certain Events, If Material. The District also will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of holders; (3) redemption calls; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and (6) appointment of a successor or additional trustee or the change of name of a trustee.

Notice of Failure to Timely File. The District also will notify the MSRB through EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with the provisions described above.

Availability of Information

The Issuer has agreed to provide the foregoing information only to the MSRB. The MSRB intends to make the information available to the public without charge through the EMMA internet portal at www.emma.msrb.org.

Limitations, Disclaimers, and Amendments

The Issuer has agreed to update information and to provide notices of certain events only as described above. The Issuer has not agreed to provide, or cause to be provided, other information that may be relevant or material to a complete presentation of the financial results of operations, condition, or prospects of the District, Castle Hills Property, or Bright Realty, or agreed to update any information that is provided, except as described above. The Issuer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Issuer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the Issuer to comply with its agreement.

The Issuer may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer or the District, if but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering made hereby in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The Issuer may amend or repeal the agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Underwriter from lawfully purchasing the Bonds in the initial offering. If the Issuer so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

In addition to its undertaking with respect to the District, the Issuer has entered into certain undertakings under SEC Rule 15c2-12 with respect to obligations issued by the Issuer for the benefit of Castle Hills Public Improvement District Nos. 2, 5, 6 and 7, the security for which include payments made by Denton County Fresh Water Supply Districts Nos. 1-D, 1-G, 1-H, and 1-C, respectively (collectively, the "Castle Hills Districts"). In those undertakings, the Issuer undertook to provide, or cause to be provided, certain financial and operating information relating to the Castle Hills Districts. In turn, the Castle Hills Districts entered into agreements with the Issuer agreeing to provide to the Issuer such financial and operating information as well as to give notice of any events described above under "Event Notices." During the last five years, the Issuer and the Castle Hills Districts have been in compliance in all material respect with such undertakings and agreements except as follows:

> The audits and unaudited financial information of District Nos. 1-C, 1-G, and 1-H, for the fiscal year ended September 30, 2014, were filed late with unaudited financial statements being filed July 6, 2015, together with a notice of late filing and audited financial statements being filed on September 1, 2015.

The underlying rating on District No. 1-D was upgraded by S&P on April 21, 2015, from BBB+ to A- but notice of such upgrade was not timely filed. Such filing has now been made.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

This Official Statement is duly approved by the Governing Body of the Issuer and the Board of Directors of the District as of the date specified on the first page hereof.

CITY OF LEWISVILLE, TEXAS

/s/ _____
Mayor

ATTEST:

/s/ _____
City Secretary

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-F

/s/ _____
President, Board of Directors

ATTEST:

/s/ _____
Secretary, Board of Directors

APPENDIX A

AERIAL PHOTOGRAPH
(March 2017)

SEE ATTACHED

APPENDIX B

DEFINITIONS

The following words and terms, whenever the same appear in the Bond Ordinance, the Trust Agreement or the Joint Utility Contract without qualifying language, and, unless otherwise defined herein, in this Official Statement, are defined to have the meanings set out below, unless the context requires a different interpretation:

Act - means, collectively, Chapter 1371, Texas Government Code, and the Public Improvement District Assessment Act, as amended, Texas Local Government Code, Chapter 372, as amended.

Additional Bonds - means the additional parity bonds payable from Special Assessment Revenues and payable from Contract Payments in accordance with the Joint Utility Contract which the Issuer reserved the right to issue in the Trust Agreement.

Administrative Expense Fund - means the fund established in the Trust Agreement.

Assessment Ordinance - means, collectively, Ordinances No. 3448-05-2007, No. 3528-01-2008, and No. 4081-05-2014, adopted by the governing body of the Issuer on May 21, 2007, January 7, 2008, and May 19, 2014, respectively, and any amendment, supplement, or update thereto that may be hereafter adopted by the governing body of the Issuer, levying annual Special Assessments to pay the Debt Service Requirements on the Bonds against each eligible parcel of land in the P.I.D. and providing that such Special Assessments together with the Contract Revenues received from the Districts in accordance with the Joint Utility Contract be paid in periodic installments in amounts necessary to pay the Debt Service Requirements on the Bonds.

Assessment Roll - means the Assessment Roll which is attached to the Assessment/Service Plan as Exhibit "A" to the Assessment Ordinance as amended from time to time in accordance with the Act, which shows, among other things, the properties within the P.I.D. subject to Special Assessments, the amount assessed, and the installment payments on the Special Assessments.

Assessment/Service Plan - means the Amended and Supplemented Assessment/Service Plan prepared in accordance with the Act and approved by the governing body of the Issuer, as part of the Assessment Ordinance, on May 19, 2014, setting for the plan for services and activities to be provided in the P.I.D. and setting for the plan for apportioning the cost of the improvements to be assessed against properties in the P.I.D.

Authorized Expenditures - means the expenditures made for facilities and improvements set forth in Exhibit "A" to the Trust Agreement, but shall not include: (i) any part of the water or sewer system of the City of Lewisville, secured under the outstanding obligations of the City of Lewisville; or (ii) certain facilities which, while owned by the Issuer, are constructed or acquired to perform certain contracts between the Issuer and other entities, including private corporations, municipalities and political subdivisions and are financed by the proceeds of the Issuer's revenue bonds issued particularly to finance facilities needed to perform such contract.

Authorized Improvements - means those improvements acquired with Authorized Expenditures.

Authorized or Permitted Investments - means any investment authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Bankruptcy or Insolvency of a Person - means commencement by a Person of any voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or any consent by the Issuer to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of a Person or any substantial part of its property, or any general assignment by the Issuer for the benefit of creditors, or failure by a Person generally to pay its debts as they become due.

Bond Ordinance - means the City of Lewisville ordinance, adopted on July 17, 2017, authorizing the issuance of the Bonds, together with the Approval Certificate executed pursuant thereto by certain authorized officers of the Issuer.

Bonds - means any or all bonds of the $13,580,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 4 Project).

Business Day - means any day which is not a Saturday, Sunday, or a day on which the Trustee is authorized by law or executive order to close, or a legal holiday.

Cede & Co. - means the nominee of DTC in whose name the initial Bonds are to be registered.

City - means the City of Lewisville, Texas, a home rule city organized and operating under Article XI, Section 5 of the Constitution of the State of Texas.

Closing Date - means the date of physical delivery of the initial Bonds for payment in full by the Underwriter.

Code - means the Internal Revenue Code of 1986, as amended.

Collection Fund - means the fund established in Section 5.1 of the Trust Agreement.

Comptroller - means the Comptroller of Public Accounts of the State of Texas.

Contract - means the Joint Utility Contract.

Contract Payments or District Contract Payments - means the payments required to be made by District No. 1-F under the Joint Utility Contract.

Contract Revenues - means the revenue paid to the Issuer by District No. 1-F in accordance with the provisions of the Joint Utility Contract.

Debt Service Requirements - means, as of any particular date of computation, with respect to any Parity Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside from the Interest and Sinking Fund by the Trustee on behalf of the Issuer as of such date or in such period for the payment of the Principal Installment, redemption premium, if any, and interest (to the extent not capitalized) on such Parity Bonds.

Debt Service Reserve Amount - means the lesser of (i) 10% of the principal amount of the Outstanding Bonds and the Bonds, (ii) the maximum annual debt service requirement of the Outstanding Bonds and the Bonds, and (iii) 125% of the average annual debt service of the Outstanding Bonds and the Bonds.

Debt Service Reserve Fund - means the fund so designated and established to Section 5.5 of the Trust Agreement.

District - means Denton County Fresh Water Supply District No. 1-F.

Districts - means, collectively, Denton County Fresh Water Supply District No. 1-A and Denton County Fresh Water Supply District No. 1-F.

DTC - means The Depository Trust Company, New York, New York.

*Preliminary; subject to change.

Electronic Means - means telecopy or facsimile transmission or other similar means of communication approved in writing by the Trustee.

EMMA - means the Electronic Municipal Market Access system, a service of the MSRB.

Event of Default - means those events of default provided for in the Trust Agreement.

Fiscal Year - means the twelve (12) month accounting period used by the Issuer which currently ends on September 30, the Fiscal Year may be any twelve (12) consecutive month period established by the Issuer.

Foreclosure Proceeds - means the amounts received from the judicial sale of assessed property within the P.I.D. as a result of the nonpayment of Special Assessments.

Funds - means the Collection Fund, the Interest and Sinking Fund, the Administrative Expense Fund, the Prepayment Fund, the Utility Improvement Fund, the Road Improvement Fund, the Debt Service Reserve Fund, the Special Assessments Prepayment Fund, and the Redemption Fund, but not including the Rebate Fund, created by the Trust Agreement and any accounts in such Funds.

Governing Body - means the City Council of the City of Lewisville, Texas.

Improvement Funds - means the funds established in the Trust Agreement.

Interest and Sinking Fund - means the interest and sinking fund and accounts created or confirmed in the Trust Agreement.

Interest Payment Date - when used in connection with any Bond, means October1, 2017, and each April 1 and October 1 thereafter until maturity or prior redemption.

Issue Date - means the Closing Date.

Issuer - means the City of Lewisville, Texas, a home rule city organized and operating pursuant to Article XI, Section 5 of the Constitution of the State of Texas.

Joint Utility Contract - means that certain 2007 Joint Utility Contract dated as of May 21, 2007, as amended by an Amended and Restated 2007 Joint Utility Contract dated as of January 7, 2008, and an Amended and Restated 2016 Joint Utility Contract, dated as of August 7, 2017, by and among the District, District No. 1-A and the Issuer.

Maturity Date - means the date or dates on which principal of the Bonds is scheduled to be paid, as provided in the Bond Ordinance.

MSRB - means the Municipal Securities Rulemaking Board.

Outstanding - as of the date of determination, all Bonds theretofore issued and delivered under the Trust Agreement, except: (i) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation; (ii) Bonds for whose purchase, payment or redemption money in the necessary amount has been theretofore deposited in an account, other than the Collection Fund with the Trustee in trust for the holders of such Bond; (iii) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Trust Agreement; and (iv) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Trust Agreement.

Outstanding Bonds - means the Outstanding bonds of those issues of City of Lewisville, Texas Combination Contract and Special Assessment Capital Improvement Bonds, Series 2008 (Lewisville Castle Hills

Public Improvement District No. 4 Project), City of Lewisville, Texas Combination Contract and Special Assessment Utility System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project), City of Lewisville, Texas Combination Contract and Special Assessment Road System Bonds, Series 2011 (Lewisville Castle Hills Public Improvement District No. 4 Project), and City of Lewisville, Texas Combination Contract and Special Assessment Utility System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 4 Project).

Owner or Registered Owner - means the Person or entity who is the registered owner of any Outstanding Bond.

Paying Agent/Registrar - means the entity serving as the Trustee when serving as Paying Agent/Registrar.

Person or Person - mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or any other entity recognized by the laws of the State of Texas.

Prepayments - means amounts received as a result of the payment, more than 6 months in advance of the due date thereof, of Special Assessments or Contract Revenues.

Principal Installment - means as of any particular date of computation and with respect to the Bonds, an amount of money equal to the aggregate of (a) the principal amount of the Bonds, Outstanding Bonds and any Additional Bonds which mature on a single future date, reduced by the aggregate principal amount of such Bonds, Outstanding Bonds, and any Additional Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with the Bond Ordinance of Sinking Fund Payments payable at or before said future date for the retirement of such Bonds, Outstanding Bonds, and any Additional Bonds, plus (b) the amount of any Sinking Fund Payment payable on said future date for the retirement of any Bonds, Outstanding Bonds, and any Additional Bonds, and said future date is deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

Principal Office - when used with respect to the Trustee, means the principal office of the Trustee situated in Dallas, Texas, at which the Trustee conducts its corporate business.

Public Improvement District or P.I.D. - means the Lewisville Castle Hills Public Improvement District No. 4.

Rebate Funds - means the rebate funds created or confirmed in the Bond Ordinance.

Record Date - means, for any Interest Payment Date, the fifteenth (15th) calendar day of the month next preceding such Interest Payment Date.

Redemption Funds - means the redemption funds established or confirmed in the Bond Ordinance.

Register - means the books of registration kept by the Paying Agent/Registrar/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, the Registered Owners.

Remaining Outstanding Bonds - means those Outstanding Bonds which will remain Outstanding after issuance of the Bonds.

Rule - means SEC Rule 15c2-12, as amended from time to time.

SEC - means the United States Securities and Exchange Commission.

Securities Depository - means The Depository Trust Company, New York, New York, or any successor to DTC who serves as a securities depository.

Sinking Fund Payment - means the annual payments in the years and amounts provided in the Trust Agreement which are to be made into the Interest and Sinking Fund for the purpose of redeeming the Bonds prior to maturity.

Sinking Fund Payment Date - means the date on which a Sinking Fund Payment is due.

Special Assessments - means the assessments levied against properties in the P.I.D. to pay Debt Service Requirements on the Bonds, the Outstanding Bonds, and any Additional Bonds as set forth in the Assessment/Service Plan which are payable in periodic installments, and may and shall be prepaid, all as provided in the Assessment Ordinance and the Bond Ordinance. Special Assessments also include any supplemental assessments or reassessments levied in accordance with the Act.

Special Assessments Prepayment Fund - means the fund by that name created by the Trust Agreement.

Special Assessment Revenues - means the monies collected from Special Assessments levied against properties in the P.I.D., including interest on Special Assessments during the period a Special Assessment or any installment thereof is current or delinquent, prepayments, foreclosure proceeds, proceeds from a guarantor of the Special Assessments, penalties for non-timely payment of Special Assessments, earnings and income derived from the investment or deposit of moneys in the special funds or accounts created and established for the payment and security of the Bonds shall also constitute Special Assessment Revenues unless required to be deposited into the Rebate Fund for payment to the federal government, in which case, such earnings and investment income will not be Special Assessment Revenues.

Standard & Poor's - means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

Trust Agreement - means, collectively, the Trust Agreement, dated as of February 1, 2008, as amended and supplemented by a First Supplemental Trust Agreement and a Second Supplemental Trust Agreement, each dated as of November 1, 2011, a Third Supplemental Trust Agreement, dated as of May 1, 2014, and a Fourth Supplemental Trust Agreement, dated as of July 1, 2017.

Trust Estate - means the property and assets conveyed to the Trustee pursuant to the granting clauses of the Trust Agreement.

Trustee - means Wilmington Trust, National Association, in Dallas, Texas, a national banking association, and any successor trustee hereunder.

Underwriter - means Raymond James & Associates, Inc.

APPENDIX C

SUMMARY OF TRUST AGREEMENT

The following is a brief summary of certain provisions of the Trust Agreement and is not intended to be definitive. The summary does not purport to be a complete explanation of all provisions of the Trust Agreement and reference is directed to such document, which is available from the Issuer for the complete text thereof.

General.

The Trust Agreement authorizes the issuance of the Bonds, pledges the Contract Payments and Special Assessment Revenues to the repayment of the Remaining Outstanding Bonds and the Bonds, and establishes separate funds for the repayment (including mandatory tender for purchase and redemption) of the Remaining Outstanding Bonds and the Bonds.

Funds.

All Special Assessment Revenues from the P.I.D. (other than interest and investment earnings and those received as a Prepayment of Special Assessments) and all Contract Payments are to be deposited in the Collection Fund. From the Collection Fund the monies are to be transferred upon receipt, as follows:

FIRST: To the Interest and Sinking Fund to meet Debt Service Requirements on the Remaining Outstanding Bonds and the Bonds for the following year or a greater amount designated by the Issuer with the prior written approval of the District;

SECOND: To the Redemption Fund, any amounts required for redemptions (other than scheduled mandatory sinking fund redemptions) for the year;

THIRD: To the Debt Service Reserve Fund, an amount necessary, if any, to increase the balance in the Debt Service Reserve Fund to the amount required to be on deposit therein as of the next succeeding Interest Payment Date; and

FOURTH: To the Issuer to be used pursuant to the Joint Utility Contract.

All Special Assessment Revenues received as Prepayments of Special Assessments are to be transferred upon receipt to the Special Assessments Prepayment Fund.

Prior to each Interest Payment Date, an amount equal to the full amount of the interest on and principal of the Bonds then falling due shall be transferred from the Collection Fund to the Interest and Sinking Fund and utilized to make the payments to the Bondholders.

The Redemption Fund is the fund into which funds to be used to pay the redemption price in connection with a redemption of the Outstanding Bonds are to be transferred from the Collection Fund and Special Assessments Prepayment Fund as provided in the Trust Agreement.

The Special Assessments Prepayment Fund is the Fund into which all Prepayments of Special Assessments shall be deposited. When the amounts on deposit in the of Special Assessments Prepayment Fund is sufficient to redeem at least $100,000 in principal amount of Bonds, plus accrued interest thereon, such amounts shall be transferred by the Trustee into the Redemption Fund to be used to redeem Bonds and the Remaining Outstanding Bonds pursuant to the applicable Special Mandatory Redemption provisions. At such time as Prepayments of Special Assessments are no longer permitted or required by the Bond Ordinance and Trust Agreement to be used to redeem Bonds and the Remaining Outstanding Bonds pursuant to the Special

Mandatory Redemption provisions, amounts on deposit and amounts subsequently deposited to the Special Assessment Prepayment Fund may, at the option and direction of the Issuer, be retained in the Special Assessments Prepayment Fund, be transferred to the Redemption Fund to redeem Bonds and the Remaining Outstanding Bonds pursuant to the optional redemption provisions, or be used by the Issuer for the acquisition and construction of additional Authorized Improvements.

Investment of Funds.

Money held by the Trustee in any of the accounts established pursuant to the Trust Agreement will be invested in Authorized Investments as defined in the Trust Agreement pursuant to written instructions of the Issuer with the approval of the District.

Trustee Responsibility.

The Trustee may rely and shall be protected in acting, or refraining from acting upon any written notice, instruction, or request furnished to it under the Trust Agreement and believed by it to be genuine and to have been presented by the proper party or parties. The Trustee will not be liable for any action taken by it in good faith and believed by it to be authorized within the rights or powers conferred upon it by the Trust Agreement shall be answerable only for its own negligence and willful misconduct and may consult counsel of its own choice, and shall have full and complete authorization and protection for any action taken or suffered by it under the Trust Agreement in accordance with the opinion of such counsel.

Successor Trustee.

A bank or trust company authorized to perform corporate trust services may be substituted to act as Trustee under the Trust Agreement, if the Trustee resigns, or is removed, dissolved or otherwise becomes incapable of duty. The Trustee or any successor trustee may at any time resign by giving not less than 60 days prior written notice to the owners of all of the outstanding Bonds and Remaining Outstanding Bonds, and such resignation shall take effect at the end of such sixty (60) days or upon the earlier appointment of a successor trustee approved in writing by the Holders of a majority in aggregate principal amount of the Bonds and Remaining Outstanding Bonds then outstanding. The holder of any the Bonds outstanding, may apply to any court of competent jurisdiction to appoint a successor trustee. No resignation or removal of the Trustee shall be effective until acceptance of appointment by the successor trustee. Any successor Trustee shall have capital and surplus exclusive of borrowed capital aggregating at least $50,000,000 and shall be subject to examination or supervision by a federal or state banking authority.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation or national banking association, the resulting, surviving, or transferee corporation or national banking association without further act shall be the successor Trustee with the same effect as if it had been named as the Trustee herein.

Amendment.

The Issuer, without the consent of the Bondholders, may amend the Trust Agreement for any of the following purposes:

a) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully be granted to or conferred upon the Bondholders or the Trustee or either of them;

b) to authorize the Trustee to perform any and all of the duties of the Trustee under the Trust Agreement;

c) To cure any ambiguity, inconsistency or formal defect or omission in the Bond Ordinance; and

d) To make such additions, deletions or modifications as may be necessary for compliance with Section 148(f) of the Code.

Exclusive of the aforementioned types of amendment, the owners of not less than a majority in aggregate principal amount of the Bonds and the Remaining Outstanding Bonds then Outstanding have the right, from time to time, anything contained in the Trust Agreement to the contrary notwithstanding, to consent to and approve the execution by the Trustee, the Issuer of such other amendments as shall be deemed necessary and desirable by the Trustee and the Issuer for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Trust Agreement or in any amendment thereto; provided, however, that no amendment shall permit or be construed as permitting: (i) without the consent of each Bondholder so affected, an extension of the maturity of the principal of or interest on any Bond or any scheduled mandatory redemption; (ii) a reduction in the principal amount of any Bond, or a reduction in the rate of interest thereon or a Sinking Fund Payment; (iii) without the consent of all the Bondholders, a privilege or priority of any Bond over any other Bond; or (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such amendment. Notice of an amendment under this provision must be sent, in writing, to all Bondholders and to the District, and consent must be obtained from 51% in aggregate principal amount of the Bonds Outstanding within 90 days following such notice, or a longer period of time prescribed by the Issuer up to 6 months.

Defeasance.

Upon payment of all Bonds then outstanding, either at or before maturity, or upon deposit of moneys, or deposit into an adequate escrow of non-callable obligations backed by the full faith and credit of the United States Government, with the Trustee sufficient (together with interest earnings on such investments) with other available funds to redeem all the Bonds at or before maturity, the Bonds will be considered defeased.

APPENDIX D

SUMMARY OF THE CONTRACT

The following is a brief summary of certain provisions of the 2007 Joint Utility Contract, as amended by an Amended and Restated 2007 Joint Utility Contract and an Amended and Restated 2016 Joint Utilility Contract (collectively, the "Contract") and is not intended to be definitive. The summary does not purport to be a complete explanation of all provisions of the Contract, and reference is directed to the Contract, which is available from the Issuer for the complete text thereof.

General

The Contract is an agreement among the City of Lewisville (the "Issuer"), Denton County Fresh Water Supply District No. 1-A ("District 1-A") and Denton County Fresh Water Supply District No. 1-F (the "District"). The Contract contains the terms and conditions under which the Facilities will be financed, constructed and operated.

Terms of Contract

The Contract is dated as of January 7, 2008, and continues for so long as any of the Parity Bonds remain outstanding and unpaid, but in no event longer than 40 years from the date thereof.

Responsibilities of Parties

The Issuer is obligated to issue the Bonds to finance, acquire, construct, own, or operate the Facilities. The Issuer agrees to submit a draft of any resolution authorizing the issuance of the Bonds to the District, and obtain its approval before issuing Parity Bonds.

District 1-A has the primary responsibility as project manager in connection with the construction, acquisition and operation of the Facilities. This responsibility entails designing the Facilities, acquiring easements and sites for the Facilities, awarding and supervising construction contracts.

For each year while the Parity Bonds, or any part of the principal and interest on the Parity Bonds, remain outstanding and unpaid, the District agrees to levy, assess and collect a continuing direct annual ad valorem tax, without limit as to rate or amount on all taxable property within the boundaries of the District to make all payments under the Contract. The taxes shall be sufficient to make all payments on the Parity Bonds, all charges and fees of the Paying Agent/Registrar or trustee, all costs incident to the Facilities or the Parity Bonds, all payments to special funds or reserve funds established by the Bond Ordinance and Trust Agreement, and all operations and maintenance expenses of the Facilities.

Procedure for Calculating Annual Tax Rate

Under the Contract, District 1-F shall, prior to setting its tax rate each year, calculate the amount of the payments to be made to the Issuer during the forthcoming year.

Subject to any limitation imposed by the Bond Ordinance or the Trust Agreement, the District has the right to acquire the Facilities at any time during the term of the Contract by paying to the Issuer the amount necessary to repay, redeem, refund or defease the Parity Bonds, together with all costs incident thereto. The District is required to furnish written notice to the Issuer no less than 60 days prior to the exercise of this right.

Remedies

In addition to all remedies provided by the laws of the State of Texas, District 1-F covenants and agrees that, if that the District defaults in the payment of any of the amounts required to be paid under the Contract or defaults in the performance of any of the obligations of the Contract, the Issuer or the Trustee shall be entitled to a writ of mandamus requiring performance of the obligation.

Approved by Voters

At elections conducted on May 21, 2007 and November 8, 2016, the Contract was approved by the voters within the District.

APPENDIX E

FORM OF BOND COUNSEL'S OPINION

APPENDIX F

DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: July 5, 2017

SUBJECT: **Consideration of an Ordinance Updating the Assessment/Service Plan and Assessment Roll for Lewisville Castle Hills Public Improvement District No. 6; Providing a Repealer; Providing For Severability; Providing an Effective Date; and Declaring an Emergency.**

BACKGROUND

Chapter 372 of the Local Government Code authorizes the creation of Public Improvement Districts (PIDs) to provide a tool by which a city can levy and collect special assessments on property that is within the city or within the city's extraterritorial jurisdiction (ETJ) for designated purposes including the construction of street and water/wastewater improvements. In 1996, the city entered into a development agreement with Denton County Fresh Water Supply Districts (DCFWSD) No. 1-A and No. 1-B and Bright Farm Partnerships to create PIDs to provide the financing necessary for infrastructure development in the city's ETJ.

Since the approval of the 1996 agreement, DCFWSD 1-A divided into additional districts—1-C, 1-D, 1-E, 1-F, 1-G and 1-H. PIDs have been approved by the City Council as follows:

PID No. 1	DCFWSD 1-B
PID No. 2	DCFWSD 1-D
PID No. 3	DCFWSD 1-E
PID No. 4	DCFWSD 1-F
PID No. 5	DCFWSD 1-G
PID No. 6	DCFWSD 1-H
PID No. 7	DCFWSD 1-C

Combination Contract Revenue and Special Assessment bonds have been issued in the districts which are paid via property tax collections in the respective district (an assessment on property owners in the districts would only occur if tax collections were insufficient to cover debt payments). Total outstanding debt for these PIDs is $113.915M as of June 2017. This debt is strictly a liability of the districts and not the City of Lewisville.

ANALYSIS

The creation of PID No. 6 began with petitions being filed on March 21, 2013 by BRECO Lands CH, LLC requesting the establishment of PIDs No. 5, 6 and 7. At the March 25, 2013 City Council meeting, the three petitions were accepted and a public hearing was called for May 6, 2013 relating to the advisability of the proposed improvements. The improvements in all three of the districts include the acquisition, construction and improvement of water, wastewater or drainage facilities and the acquisition and construction of streets. On May 6, 2013, City Council approved the resolution making certain findings in connection with the Districts and authorizing creation of the Districts.

On August 4, 2014, City Council approved a resolution calling for a public hearing on August 18, 2014 to consider, approve and adopt the Service and Assessment Plan and Assessment Roll and any official reports filed with the City in support of the Plan and Roll for PID No. 6. On August 18, 2014 a public hearing was held and the Plan and Roll were approved.

The Service and Assessment Plan identifies the public improvements to be provided by the PID, the cost of the public improvements, the indebtedness to be incurred for the public improvements, and the manner of assessing the property in the PID for the costs of the public improvements. The Assessment Roll identifies the assessment on each parcel, based on the method of assessment identified in the Plan. The plan from 2014 is now being updated to reflect current information concerning public improvement costs, outstanding assessments and indebtedness.

Pursuant to the requirement of the Attorney General (AG) at the time the first bonds were issued in 2014 for PID No. 6 (District 1-H), the City levied assessments on property in PID No. 6. The assessments were 1% of the total voted bond authority for District 1-H. The assessments were structured such that when a certificate of occupancy was issued to a builder by the City, the builder or developer pre-paid the total amount of the assessment so that no assessments would be outstanding when the homes were sold to end users. The Plan for PID No. 6 details the amount of the assessments per lot type and how the assessments are calculated and paid. The total assessment and levy is 1% of the bonding authorization, $600,000 ($60M x 1%).

The Plan and Roll for PID No. 6 encompasses DCFWSD 1-H and is made up of approximately 386 acres subdivided into commercial tracts, which include commercial and multifamily development.

*Note: This item is for the approval of an **update** to the existing PID No. 6 Service and Assessment Plan which allows for the issuance of the bonds that is being considered by City Council as well tonight. The earlier agenda item involving a resolution calling for a public hearing for an **amended** Service and Assessment Plan for PID No. 6 will provide authority for*

future bond issuances of PID No. 6 under the new bond authority approved by voters in November 2015.

RECOMMENDATION

It is City staff's recommendation that the City Council consider approval of the ordinance as set forth in the caption above.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTIES QF DENTON AND DALLAS §
CITY OF LEWISVILLE §

I, the undersigned City Secretary of the City of Lewisville, Texas, hereby certify as follows:

1. The City Council of the City of Lewisville, Texas convened in a regular session on the _____, 2017 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas (the "Meeting"), and the roll was called of the duly constituted Council Members of the City of Lewisville, Texas to-wit:

Rudy Durham	Mayor
Brent Daniels	Mayor Pro-Tem
Brandon Jones	Deputy Mayor Pro-Tem
TJ Gilmore	Council Member
R. Neil Ferguson	Council Member
Bob Troyer	Council Member

And all of the persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting:

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS UPDATING THE ASSESSMENT/ SERVICE PLAN AND ASSESSMENT ROLL FOR LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY

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

Aye: _____ No: _____

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the

Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The City Council has approved the aforementioned attached Ordinance and the Mayor and the City Secretary of the City of Lewisville have duly signed the Ordinance; and that the City Secretary hereby declares that the attached Ordinance is a true and correct copy of the Ordinance for all purposes.

SIGNED AND SEALED this _____, 2017.

_____
Julie Heinze, City Secretary
City of Lewisville

[City Seal]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, UPDATING THE ASSESSMENT/SERVICE PLAN AND ASSESSMENT ROLL FOR LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, a petition was submitted to the City Council of the City of Lewisville, Texas ("Lewisville" or the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "Code"), requesting the creation of a public improvement district over a portion of territory to be known as Lewisville Castle Hills Public Improvement District No. 6 ("P.I.D. No. 6" or the "P.I.D.");

WHEREAS, on August 4, 2014, the Lewisville City Council passed and approved Resolution No. 4101-08-2014(R) making certain findings in connection with P.I.D. No. 6, relating to the advisability of improvements and services, the nature of the improvements and services, the estimated cost of the improvements and services, the boundaries of P.I.D. No. 6, the method of assessment and the apportionment of costs between P.I.D. No. 6 and Lewisville, authorizing the creation of P.I.D. No. 6 and a hearing on the Assessment/Service Plan, and directing the publication of notice of the authorization and creation of P.I.D. No. 6;

WHEREAS, after a hearing held on August 16, 2014, at the Lewisville City Council adopted Ordinance No. 4105-08-2014 approving an Assessment/Service Plan;

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") and the Service and Assessment Plan require that the Assessment/Service Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the City desires to adopt an Annual Assessment/Service Plan Update for 2017, prior to the issuance of the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) and City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (collectively, the "Series 2017 Bonds");

WHEREAS, this Assessment/Service Plan Update, including an updated Assessment Roll, attached as Exhibit A hereto conforms the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and updates the Assessment Roll to reflect prepayments, reallocation of lot types and assessments, issuance of the Series 2017 Bonds and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which updates the Assessment Ordinance and approves and adopts this Assessment/Service Plan

Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

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

Section 1. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. The Assessment/Service Plan Update, including updated Assessment Roll, is attached hereto as Exhibit A, is hereby accepted and approved.

Section 3. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

Section 4. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

Section 5. It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

[Remainder of Page Left Blank]

PASSED AND APPROVED this _____, 2017.

_____
Mayor, City of Lewisville

ATTEST:

_____
City Secretary, City of Lewisville

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney, City of Lewisville

EXHIBIT “A”

The Assessment/Service Plan Update, including updated Assessment Roll

DAVID
TAUSSIG
&ASSOCIATES, INC.

CITY OF LEWISVILLE
PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

ANNUAL SERVICE PLAN UPDATE
TO THE
ASSESSMENT/SERVICE PLAN

JULY 17, 2017

Public Finance
Public Private Partnerships
Urban Economics

MCKINNEY, TEXAS
NEWPORT BEACH,
CALIFORNIA

TABLE OF CONTENTS

SECTION **PAGE**

I. INTRODUCTION **3**

II. DEFINITIONS **4**

III. ANNUAL SERVICE PLAN UPDATE **6**

IV. ASSESSMENT PLAN **10**

EXHIBIT A – 2017 ASSESSMENT ROLL

I. INTRODUCTION

The Castle Hills Public Improvement District No. 6 (the "PID") was created by the City Council of the City of Lewisville (the "City") by Resolution No. 03989-05-2013 (the "Resolution") on May 6, 2013 in accordance with the Public Improvement District Act, being Chapter 372 of the Texas Local Government Code (the "PID Act") to finance the costs of certain public improvements (the "Authorized Improvements") for the benefit of the property in the PID (the "Assessed Property"). The PID is located in the extraterritorial jurisdiction of the City. The PID contains approximately 386.3747 acres of undeveloped land planned for commercial mixed use and multifamily development.

An Assessment/Service Plan (the "Plan") was prepared at the direction of the City, identifying the Authorized Improvements and their estimated costs, the manner of assessing the property in the PID for the costs of the Authorized Improvements, and the indebtedness to be incurred. In addition, an assessment roll (the "Assessment Roll") was prepared identifying the assessments on each parcel of Assessed Property, based on the method of assessment identified in the Plan. Following a public hearing, the Plan was adopted by the City on August 18, 2014.

Pursuant to Sections 372.013 and 372.014 of the PID Act, the Service Plan is to be reviewed and updated annually and is to include an Assessment Plan. This Annual Service Plan Update to the Assessment/Service Plan (the "Annual Plan Update") for 2017 is comprised of the following four parts:

- Definitions;
- Service Plan Update;
- Assessment Plan; and
- Assessment Roll.

II. DEFINITIONS

The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Annual Plan Update, the words "shall" and "will" are mandatory, and the word "may" is permissive.

"Annual Interest Installment" means, with respect to each Parcel, each annual payment of annual interest on the Assessment, as shown on the Assessment Roll attached hereto, and calculated as provided in Section IV of this Annual Plan Update.

"Annual Service and Assessment Plan Update" means an annual update to the Service and Assessment Plan approved by the City pursuant to Section 372.013 of the PID Act.

"Assessed Property" means, for any year, Parcels within the PID upon which an Assessment has been levied.

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

"Assessment Ordinance" means Ordinance No. 4106-08-2014 approved by the City on August 18, 2014 levying Assessments on the Lots within the PID.

"Bonds" mean all bonds secured by Contract Revenues and Assessments, issued by the City in one or more series.

"Contract Revenues" mean those revenues received by the City from District 1-H pursuant to the Joint Utility Contracts for the payment of debt service on the Bonds.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installments of an Assessment in accordance with 372.018(f) of the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorneys' fees to the extent permitted under Texas law.

"Joint Utility Contracts" means the 2008 Joint Utility Contract and 2008 Joint Road Contract among the City, Denton County Fresh Water Supply District No. 1-H ("District 1-H"), and the PID providing for the issuance of up to $60,000,000 in Bonds secured in part by Contract Revenues.

"Lot" means a tract of land described as a lot in a subdivision plat recorded in the Official Public Records of Denton County, Texas.

"Lot Type" means the type of Lot for purposes of allocation of special benefit.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements. Properties identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel are not assessed. If when Assessed Property is converted to Non-Benefited Property the Assessments may not be reallocated pursuant to the Assessment Plan herein because it would cause other landowners to bear an increased assessment, such property shall remain subject to the Assessments and shall prepay the Assessments as provided for the in this Amended and Restated Service and Assessment Plan prior to conversion to Non-Benefited Property.

"Parcel" means a parcel identified by either a tax map identification number assigned by the Denton County Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County. Each Lot described herein is a separate Parcel.

"PID Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements that provide a special benefit to the Assessed Property and are allocated to the PID.

"Subdivision Plat" means a subdivision plat recorded in the Official Public Records of Denton County, Texas and subdividing a tract of land within the PID into Lots for assessment and/or development purposes.

III. ANNUAL SERVICE PLAN UPDATE

Section 372.013 of the PID Act requires that the Annual Service Plan Update (i) define the annual indebtedness and the projected costs of the Projects and (ii) cover a period of at least five (5) years.

A. PID BONDED INDEBTEDNESS

On August 18, 2014, the City issued Combined Contract Revenue and Special Assessment bonds in the aggregate amount of $8,510,000 (the "Series 2014 Bonds"). These included $7,310,000 of Utility System Bonds (the "2014 Utility Bonds") and $1,200,000 of Road System Bonds (the "2014 Road Bonds"). The Series 2014 Bonds are secured by Contract Revenues payable from Denton County Fresh Water Supply District No. 1-H ("District 1-H") pursuant to the 2008 Joint Utility Contract and 2008 Joint Road Contract between the City, Denton County Fresh Water Supply District No. 1-A ("District 1-A") and District 1-H, and by Assessments levied pursuant to the Plan, for the payment of debt service on the Bonds. Assessments have been levied in an amount equal to one percent (1%) of the total estimated principal amount of the Bonds. The sources and uses of funds for the Series 2014 Bonds are shown in Table III-1 below.

TABLE III-1

PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

SOURCES AND USES OF FUNDS
SERIES 2014 BONDS

SOURCES OF FUNDS	TOTAL	2014 UTILITY BONDS	2014 ROAD BONDS
PRINCIPAL AMOUNT OF BONDS	$8,510,000	$7,310,000	$1,200,000
ORIGINAL ISSUE DISCOUNT	($255,300)	($219,300)	($36,000)
CASH ADVANCE FROM DEVELOPER	$836,575	$716,575	$120,000
TOTAL SOURCES OF FUNDS	**$9,091,275**	**$7,807,275**	**1,284,000**
USE OF FUNDS			
IMPROVEMENT FUND	$7,700,000	$6,615,000	$1,085,000
DEBT SERVICE RESERVE FUND	$836,575	$716,575	$120,000
PLACEMENT AGENT'S FEES	$170,000	$146,200	$24,000
ISSUANCE COSTS	$384,500	$329,500	$55,000
TOTAL USES OF FUNDS	**$9,091,275**	**$7,807,275**	**1,284,000**

The City anticipates the issuance of additional bonds in order to finance all, or a portion, of the Authorized Improvements (described below) that provide a special benefit to the assessed property within the PID. A five year projection of the anticipated phased issuance of PID bonds is shown in Table III-2.

TABLE III-2

PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

PROJECTED ANNUAL PID BOND ISSUANCE
AND
AGGREGATE INDEBTEDNESS

YEAR	NEW INDEBTEDNESS	AGGREGATE INDEBTEDNESS
2014	$8,510,000	$8,510,000
2015	$0	$8,510,000
2016	$17,000,000	$25,510,000
2017	$0	$25,510,000
2018	$0	$25,510,000
2019	$0	$25,510,000
PROJECTED TOTAL	**$25,510,000**	**N/A**

B. DESCRIPTION OF AUTHORIZED IMPROVEMENTS

The Authorized Improvements include the following items:

1. WATER SYSTEM IMPROVEMENTS

The water system improvements will consist of (i) the construction of a water distribution and storage system, which benefits the PID, connecting to the Upper Trinity Regional Water District's water supply system and (ii) water contract rights.

2. WASTEWATER IMPROVEMENTS

The acquisition or construction of a wastewater collection system, which benefits the PID, connecting to the City's sanitary sewer collection and treatment system and (ii) wastewater contract rights.

3. DRAINAGE

The drainage improvements will consist of the acquisition or construction of a stormwater drainage and flood control system, which benefits the PID.

4. STREETS AND ROADWAYS

The acquisition or construction of streets or roadways and improvements thereto which benefits the PID.

C. ESTIMATED COST OF AUTHORIZED IMPROVEMENTS

The estimated total cost of the Authorized Improvements is $107,410,000. Table III-3 shows the estimated costs of the Authorized Improvements by category.

TABLE III-3

PUBLIC IMPROVEMENT DISTRICT NO. 5
(CASTLE HILLS)

ESTIMATED COSTS OF AUTHORIZED IMPROVEMENT BY CATEGORY

CATEGORY	ESTIMATED COST
WATER FACILITIES	$18,745,000
SEWER FACILITIES	$17,585,000
DRAINAGE FACILITIES	$36,550,000
STREET AND ROADWAY FACILITIES	$14,350,000
DESIGN, ENGINEERING & ADMINISTRATION	$9,049,000
CONTINGENCY	$11,131,000
PROJECTED TOTAL EXPENDITURES	$107,410,000

The Authorized Improvements will be financed or reimbursed in part from the payment of the Assessments in periodic installments. The remainder of the Authorized Improvements not financed or reimbursed from Assessments will be financed or reimbursed by Contract Revenues.

Table III-4 shows the estimated sources and uses of the Bonds.

TABLE III-4

PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

ESTIMATED SOURCES AND USES OF FUNDS
ALL AUTHORIZED IMPROVEMENTS

SOURCES OF FUNDS	TOTAL	FUNDED BY PID ASSESSMENTS	FUNDED BY CONTRACT REVENUES
UTILITY SYSTEM BOND PROCEEDS	$46,100,000	$461,000	$45,639,000
ROAD SYSTEM BOND PROCEEDS	$13,900,000	$139,000	$13,761,000
TOTAL SOURCES OF FUNDS	**$60,000,000**	**$600,000**	**$59,400,000**
USE OF FUNDS			
CONSTRUCTION COSTS:			
CONSTRUCTION FUNDS: UTILITY	$36,144,000	$361,440	$35,782,560
CONSTRUCTION FUNDS: ROAD	$10,886,000	$108,860	$10,777,140
SUB-TOTAL: ALL CONSTRUCTION FUNDS	**$47,030,000**	**$470,300**	**$46,559,700**
NON-CONSTRUCTION COSTS:			
LEGAL FEES	$1,200,000	$12,000	$1,188,000
UNDERWRITER'S FEES	$1,200,000	$12,000	$1,188,000
CAPITALIZED INTEREST	$7,800,000	$78,000	$7,722,000
LOC FEES AND CREDIT ENHANCEMENTS	$2,250,000	$22,500	$2,227,500
ORGANIZATION & ADDITIONAL ISSUANCE COSTS	$520,000	$5,200	$514,800
SUB-TOTAL: NON-CONSTRUCTION COSTS	**$12,970,000**	**$129,700**	**$12,840,300**
TOTAL USES OF FUNDS	**$60,000,000**	**$600,000**	**$59,400,000**

IV. ASSESSMENT PLAN

Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. More specifically, the PID Act provides that the costs of the improvements may be assessed (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited.

A. METHOD OF ASSESSMENT

The City Council determined that the PID Costs should be allocated to the Assessed Property on the basis of the benefit received by each parcel, as reflected by the valuation methodology, without regard to which Authorized Improvements have been completed and installed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements allocated to the PID on Parcels similarly benefited. In determining the relative value of Parcels, the City Council has taken into consideration (i) the type, size and number of lots and commercial parcels; (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements. One Lot Type has been established: Lot Type A – Commercial/Multi-Family.

The total Assessments are equal to $600,000. The Assessments have been reallocated based on current platting and development projections. As shown in Table IV-1 on the following page, the Assessment for Lot Type A Commercial/Multi-Family property is $1,553.00 per acre.

TABLE IV-1 PUBLIC IMPROVEMENT DISTRICT NO. 6 (CASTLE HILLS) ASSESSMENT BY LOT TYPE				
LOT TYPE	LOTS	ACRES	ASSESSMENT AMOUNT	TOTAL ASSESSMENTS
COMMERCIAL:				
LOT TYPE A – COMMERCIAL/MULTI-FAMILY	N/A	386.3747	$1,553	$600,000
TOTAL				**$600,000**

B. TERMS OF THE ASSESSMENTS

1. AMOUNT OF ASSESSMENTS

The Assessment for each Parcel is shown on the Assessment Roll, and no Assessment shall be changed except as authorized by this Annual Plan Update or the PID Act. The Assessments shall not exceed the amount required to repay the portion of the principal amount of the Bonds payable from Assessments and shall be collected with interest in an amount to pay a portion of the principal and interest on the Bonds.

2. REDUCTION OF ASSESSMENTS

If after all Authorized Improvements have been constructed and acquired the actual PID Costs are less than the PID Costs used to calculate the Assessments, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessment for each Parcel shall be reduced by an equal percentage such that the sum of the resulting reduced Assessments for all Parcels equals the actual reduced PID Costs and such excess Bond proceeds shall be applied to redeem Bonds. The Assessments shall not be reduced to an amount less than the amount required to repay the portion of the outstanding Bonds secured by Assessments.

3. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE PID

a. UPON SUBDIVISION PRIOR TO RECORDING OF SUBDIVISION PLAT

Upon the subdivision of any Assessed Property without the recording of a Subdivision Plat, the Assessments shall be reallocated for the Assessed Property prior to the subdivision equally among the new subdivided Lots by dividing the outstanding principal amount of the Assessments for each Parcel existing prior to the subdivision among the newly created Parcels

based on the Lot Type of the newly created parcel. Newly divided Parcels that are categorized as Lot Type A will bear the Lot Type A assessment. The Assessment on the newly divided Parcels shall not exceed the Assessment amount for the applicable Lot Type. The City will approve an updated Assessment Roll in the Plan Update each year showing the reallocation of assessments.

The calculation of the estimated acreage by Lot Type shall be confirmed by the City Council in an update to the Assessment/Service Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and, to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an update to the Plan and Assessment Roll approved by the City Council.

b. UPON SUBDIVISION BY A RECORDED SUBDIVISION PLAT

Upon the subdivision of any Assessed Property by the recording of a Subdivision Plat, the Assessments shall be reallocated for the Assessed Property prior to the subdivision among the new subdivided Lots by dividing the outstanding principal amount of the Assessments for each Parcel existing prior to the subdivision among the newly created Parcels based on the Lot Type of the newly created parcel. Newly divided Parcels that are categorized as Lot Type A will bear the Lot Type A assessment. The City will approve an updated Assessment Roll in the Plan Update each year showing the reallocation of assessments.

The calculation of the estimated acreage by Lot Type shall be confirmed by the City Council in an update to the Assessment/Service Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an update to the Assessment/Service Plan and Assessment Roll approved by the City Council.

c. UPON CONSOLIDATION

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for an Assessed Property may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be calculated and reflected in an update to this Assessment/Service Plan and Assessment Roll approved by the City Council.

d. UPON CHANGE IN USE OR LOT TYPE

Upon a change in land use from commercial/multi-family to another land use and method of allocation of assessments, therefore from Lot Type A to a future lot type for Assessed Property pursuant to the Plan, the Assessments shall be reallocated for the Assessed Property upon the change in land use by assessing each new Lot created as a result of the change in use an Assessment equal to, but not to exceed, the $1,553 per acre assessment assessed for Lot Type A pursuant to the Plan and issuing an updated Assessment Roll showing the reallocation of Assessments. Any acreage that is not divided into another lot type shall remain in Lot Type A and shall be assessed on a per acre basis. The amount of acreage in Lot Type A, new lot type and total Assessment for each Lot Type will then be revised accordingly in the next Assessment/Service Plan Update.

The calculation of assessments and parcels by Lot Type shall be confirmed by the City Council in an update to the Assessment/Service Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and to the extent the reallocation of Assessments would cause the Assessment per acre to exceed the Lot Type A per acre amount pursuant to the Plan, the amount exceeding the Assessments prior to the change in land use or subdivision of the Parcel shall be prepaid by such amount by the party requesting the change in land use or subdivision of the Parcel. Any reallocation pursuant to this section shall be reflected in an update to the Assessment/Service Plan and Assessment Roll approved by the City Council.

C. PAYMENT OF ASSESSMENTS

1. PAYMENT IN FULL OR IN PART

a. Pursuant to the provision of Section 372.018(f) of the Act, an Assessment may be prepaid at any time by paying the unpaid amount of the Assessment plus the interest accrued and penalties that have been imposed prior to the date of payment of the Assessment. An Assessment must be prepaid in full at the time an owner of a lot subject to the Assessment applies for a building permit to construct a structure on such lot and prior to the issuance of a certificate of occupancy for such lot. An Annual Interest Installment shall be billed in each year as reflected in the Assessment Roll.

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

c. Upon payment in full of an Assessment, the City shall deposit the payment in accordance with the applicable trust agreement for any Bonds; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Interest Installments thereof shall automatically terminate.

d. Once an Assessment is paid in full, the City is hereby authorized to grant a release relating to the Parcel subject to the Assessment. The form of such release shall be as determined by the City to comply with state law and shall effectuate the release of the City's lien on such Parcel subject to the Assessment upon payment in full of the Assessment.

2. PAYMENT IN ANNUAL INSTALLMENTS

Prior to the payment in full of any Assessment for a Parcel, Annual Interest Installments will be collected each year in the amounts shown in the Assessment Roll, which include interest on the outstanding Assessments. It is anticipated that the Denton County Tax Assessor/Collector or Denton County Fresh Water Supply District No. 1-H will bill and collect the Annual Interest Installments on behalf of the City of Lewisville. Payment of the Annual Interest Installments began with tax bills mailed in 2014.

Each Assessment shall bear interest of no more than the actual interest rate paid on the Bonds or, after issuance of multiple series of bonds, the interest on

Assessments shall be calculated as a weighted average of the interest paid on the Bonds.

The Annual Interest Installments as levied shall be reduced to equal the actual costs of repaying the Bonds attributable to repayment from Assessments, when issued, taking into consideration any other available funds for these costs, such as interest income on account balances.

The City or Denton Tax Assessor/Collector or Denton County Fresh Water Supply District No. 1-H will invoice each owner of property for the Annual Interest Installment at the same time as the City's annual property tax bill, and the Annual Interest Installments shall be due and payable, and incur penalty and interest for unpaid Annual Interest Installments in the same manner as provided for the City's property taxes. Thereafter, subsequent Annual Interest Installments shall be due in the same manner in each succeeding calendar year until the Assessment together with interest as provided herein has been paid in full. Failure of an owner to receive an invoice for an Annual Interest Installment, either on the property tax bill or via a separate bill from the Denton County Fresh Water Supply District No. 1-H, shall not relieve the owner of the responsibility for the Assessment and Annual Interest Installment. Delinquent Assessments and Annual Interest Installments shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Assessments and Annual Interest Installments to the extent permitted under the PID Act.

Assessments are personal obligations of the person owning the property assessed in the year an Assessment and/or Annual Interest Installment payment becomes due, and only to the extent of such Assessment and/or Annual Interest Installment. Any sale of property for nonpayment of the Assessment and/or Annual Interest Installments shall be subject to the lien established for the remaining unpaid Assessment and Annual Interest Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Assessment and/or Annual Interest Installments against such property as they become due and payable.

If a Parcel or portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the District the full amount of the Assessment, plus all interest due thereon, for such Parcel or portion thereof prior to any such transfer or act.

If an Annual Interest Installment has been billed prior to payment in full of an Assessment, the Annual Interest Installment shall be due and payable and, as

applicable, shall be credited against the payment-in-full amount. Upon payment in full of an Assessment and all interest on the Assessment to the date of payment in full, the City shall deposit the payment to a separate account whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Interest Installments thereof shall automatically terminate. The principal amount of the Annual Interest Installments may not exceed the principal amounts shown on the Assessment Roll as finally adopted by the City.

D. UPDATE OF ASSESSMENT ROLL

The Assessment Roll is to be updated each year to reflect (i) the Assessments and Annual Interest Installments for each Parcel in the PID and (ii) prepayments of the Assessments, if any. The Assessments in the Assessment Roll reflect the number and type of lots and acreage projected for each Parcel as shown in the Plan. Assessments totaling $61,589.50 have been prepaid. The 2017 Assessment Roll is attached as Exhibit A.

EXHIBIT A

CITY OF LEWISVILLE
PUBLIC IMPROVEMENT DISTRICT NO. 6
(CASTLE HILLS)

2017 ASSESSMENT ROLL

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6

ASSESSMENT ROLL

												ASSESSMENT AND PRIOR YEARS' ANNUAL INTEREST INSTALLMENT SUMMARY						2017 INTEREST INSTALLMENT DETAIL						
												ASSESSMENT SUMMARY			INTEREST SUMMARY			SCHEDULED INVOICE FOR ANNUAL INTERST PERIOD 1.1.17 - 12.31.17						
DCAD ID	LAND USE	OWNER	PHASE	BLOCK	LOT	PID	FWSD	SITUS ADDRESS	ACRES	ASSESSMENT CATEGORY	BUILDING PERMIT DATE	ASSESSMENT	ASSESSMENT PAID	ASSESSMENT BALANCE	INTEREST PAYABLE [1]	TOTAL INTEREST PAID	REMITTANCE TO TRUSTEE (SHORTFALL)/ OVERAGE	INTEREST INVOICED	INTEREST COLLECTED	INTEREST REMITTED TO TRUSTEE	INTERST ACCRUAL START DATE	INTEREST DAYS	INTEREST CALCULATION	REMITTANCE TO TRUSTEE (SHORTFALL)/ OVERAGE
17573	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			1	PID 6	1H	SH 121 & Crider Rd	19.0050	LOT TYPE A		$29,514.77	$0.00	$29,514.77	$4,428.45	$4,428.45	$0.00				1/1/2017	360	$1,918.46	($1,918.46)
17577	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			2	PID 6	1H	Crider Rd	3.7100	LOT TYPE A		$5,761.63	$0.00	$5,761.63	$864.49	$864.49	$0.00				1/1/2017	360	$374.51	($374.51)
17843	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			4	PID 6	1H	FM 544, Crider Rd & Parker F	131.2749	LOT TYPE A		$203,869.92	$0.00	$203,869.92	$30,588.97	$30,588.97	$0.00				1/1/2017	360	$13,251.54	($13,251.54)
17849	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			3	PID 6	1H	SH 121 & FM 544	44.2271	LOT TYPE A		$68,684.69	$0.00	$68,684.69	$10,305.56	$10,305.56	$0.00				1/1/2017	360	$4,464.50	($4,464.50)
20194	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			2	PID 6	1H	Crider Rd	0.1742	LOT TYPE A		$270.53	$0.00	$270.53	$40.58	$40.58	$0.00				1/1/2017	360	$17.58	($17.58)
136338	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11	PID 6	1H	FM 544	2.8102	LOT TYPE A		$4,364.24	$0.00	$4,364.24	$654.83	$654.83	$0.00				1/1/2017	360	$283.68	($283.68)
155133	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11C	PID 6	1H		0.1148	LOT TYPE A		$178.28	$0.00	$178.28	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
155134	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11D	PID 6	1H		0.1148	LOT TYPE A		$178.28	$0.00	$178.28	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
160695	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11E	PID 6	1H	FM 544	0.1148	LOT TYPE A		$178.28	$0.00	$178.28	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
179553	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11F	PID 6	1H	FM 544	0.1148	LOT TYPE A		$178.28	$0.00	$178.28	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
179554	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11G	PID 6	1H	FM 544	0.1148	LOT TYPE A		$178.28	$0.00	$178.28	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
182419	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11B	PID 6	1H		0.1148	LOT TYPE A		$178.28	$0.00	$178.28	$26.75	$26.75	$0.00				1/1/2017	360	$11.59	($11.59)
308831	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			1A	PID 6	1H		18.0747	LOT TYPE A		$28,070.01	$0.00	$28,070.01	$4,211.67	$4,211.67	$0.00				1/1/2017	360	$1,824.55	($1,824.55)
309088	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			3C, 4A	PID 6	1H		60.7199	LOT TYPE A		$94,298.00	$0.00	$94,298.00	$14,148.63	$14,148.63	$0.00				1/1/2017	360	$6,129.37	($6,129.37)
309089	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			7	PID 6	1H		0.6600	LOT TYPE A		$1,024.98	$0.00	$1,024.98	$153.78	$153.78	$0.00				1/1/2017	360	$66.62	($66.62)
309092	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			11I	PID 6	1H	2151 Parker Rd	11.2920	LOT TYPE A		$17,536.48	$0.00	$17,536.48	$2,631.20	$2,631.20	$0.00				1/1/2017	360	$1,139.87	($1,139.87)
523338	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			1B	PID 6	1H		21.3317	LOT TYPE A		$33,128.13	$0.00	$33,128.13	$4,970.60	$4,970.60	$0.00				1/1/2017	360	$2,153.33	($2,153.33)
619774	MULTI-FAMILY/COMMERCIAL	BRECO LANDS			1B	PID 6	1H		0.2750	LOT TYPE A		$427.08	$0.00	$427.08	$64.08	$64.08	$0.00				1/1/2017	360	$27.76	($27.76)
634181	MULTI-FAMILY/COMMERCIAL	SWC 121 / 423 LP		A	4	PID 6	1H	E SH 121	1.2477	LOT TYPE A		$1,937.68	$0.00	$1,937.68	$290.73	$290.73	$0.00				1/1/2017	360	$125.95	($125.95)
634191	MULTI-FAMILY/COMMERCIAL	SWC 121 / 423 LP		A	3	PID 6	1H	E SH 121	2.2503	LOT TYPE A		$3,494.72	$0.00	$3,494.72	$524.36	$524.36	$0.00				1/1/2017	360	$227.16	($227.16)
634182	MULTI-FAMILY/COMMERCIAL	SWC 121 / 423 LP		A	5	PID 6	1H	E SH 121	0.9791	LOT TYPE A		$1,520.54	$0.00	$1,520.54	$228.15	$228.15	$0.00				1/1/2017	360	$98.84	($98.84)
121768	MULTI-FAMILY/COMMERCIAL	BRAZOS ELECTRIC POWER COOP			11A	PID 6	1H	FM 544	1.8730	LOT TYPE A		$2,908.77	$0.00	$2,908.77	$436.44	$436.44	$0.00				1/1/2017	360	$189.07	($189.07)
172236	MULTI-FAMILY/COMMERCIAL	TEXAS UTILITIES ELECTRIC CO			3A	PID 6	1H		26.0970	LOT TYPE A		$40,528.64	$0.00	$40,528.64	$6,080.98	$6,080.98	$0.00				1/1/2017	360	$2,634.36	($2,634.36)
652758	MULTI-FAMILY/COMMERCIAL	DISCOVERY	1	A	1	PID 6	1H	Windhaven Pkwy	20.3720	LOT TYPE A	11/5/2014	$31,637.72	$33,039.11	($1,401.39)	$314.18	$314.18	$0.00				1/1/2017	0	$0.00	$0.00
652760	MULTI-FAMILY/COMMERCIAL	BRECO LANDS	1	A	3	PID 6	1H	Windhaven Pkwy	0.6431	LOT TYPE A	11/5/2014	$998.73	$1,042.97	($44.24)	$9.92	$9.92	$0.00				1/1/2017	0	$0.00	$0.00
675305	MULTI-FAMILY/COMMERCIAL	BRECO LANDS	1	A	2R-1	PID 6	1H	Windhaven Pkwy	0.8960	LOT TYPE A	11/5/2014	$1,391.49	$1,453.12	($61.64)	$13.82	$13.82	$0.00				1/1/2017	0	$0.00	$0.00
675306	MULTI-FAMILY/COMMERCIAL	BRECO LANDS	1	A	2R-2	PID 6	1H	Windhaven Pkwy	1.3610	LOT TYPE A	11/5/2014	$2,113.63	$2,207.26	($93.62)	$20.99	$20.99	$0.00				1/1/2017	0	$0.00	$0.00
N/A	N/A	RIGHT-OF-WAY SHORTFALL	N/A	N/A	N/A	PID 6	1H	RIGHT-OF-WAY SHORTFALL	16.4120	LOT TYPE A	6/12/2017	$25,447.93	$25,447.93	($0.00)	$4,558.02	$4,558.02	$0.00				1/1/2017	0	$0.00	$0.00
GRAND TOTAL									386.3747			$600,000.00	$63,190.39	$536,809.61	$85,700.92	$85,700.92	$0.00							

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: July 5, 2017

SUBJECT: **Consideration of an Ordinance Authorizing the Issuance of $7,690,000 City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Series 2017 Utility Bonds") in Accordance With the Terms of That Certain Master Trust Agreement and Second Supplemental Trust Agreement; Approving and Authorizing the Execution of the Second Supplemental Trust Agreement; Authorizing a Final Limited Offering Memorandum Pertaining to the Issuance of the Series 2017 Utility Bonds; Approving a Bond Placement Agreement; Providing a Repealer, Severability, and an Effective Date; and Containing Other Matters Related to the Series 2017 Utility Bonds.**

BACKGROUND

The City of Lewisville entered into a development agreement with Bright Farm Partnership, Denton County Freshwater Supply District 1-A (DCFWSD) and Denton County Fresh Water Supply District 1-B in 1996. This agreement laid out the methodology for annexation of the DCFWSDs that make up what is known as "Castle Hills" as well as various other operational issues. This agreement allows the DCFWSDs to contract with the City of Lewisville to create Public Improvement Districts (PIDs) to issue Combination Contract Revenue and Special Assessment Bonds secured by an annual ad valorem tax without legal limitation as to the rate or amount. As such, the city provides a financing conduit for infrastructure for the districts. The bonds are not general obligations of the City and are not payable from any funds raised or to be raised by taxation or any other revenue sources of the City. The proceeds from the sale of the debt are limited to street and roadway improvements and water, sewer and drainage improvements.

Eight DCFWSDs have been formed (1-A through 1-H). A total of seven PIDs have been formed and there is total outstanding debt for all seven PIDs of $113.915M. DCFWSD 1-A is the managing district with no PID currently established for this district.

ANALYSIS

In 2014, the City authorized the issuance of $7.31M Combination Contract Revenue and Special Assessment Utility Bonds and $1.2M Combination Contract Revenue and Special Assessment Road Bonds to finance the first phase of public improvements within PID No. 6 as requested by DCFWSD 1-H (the "District").

The purpose of the proposed 2017 Utility bonds is to finance the second phase of public improvements within the District, which includes acquiring and constructing certain water, sewer, and drainage facilities and to pay certain costs incurred in connection with the issuance of the bonds.

As with previously issued bonds from the District, these bonds include a prepaid assessment provision which is required by the Attorney General. The assessments are 1% of the total voted bond authority for District 1-H. The assessments are structured such that when a certificate of occupancy is issued, the builder or developer pre-pays the total amount of the assessment so that no assessments are outstanding when the homes are sold to end users. Interest accumulates at the rate of the outstanding bonds until prepayment occurs. These assessments accumulate in a City's trustee account until which time the deposits are sufficient to redeem $25,000 in principal amount of bonds.

Given the tax base concentration, the relatively low current tax values in PID 6 and the fact that the bonds are not rated, it was recommended by the City's financial advisor that selling the associated bonds directly to an institutional investor would provide the most economical funding. Institutional investors are usually larger organizations who invest their assets routinely and specialize in making investments in various markets.

These bonds are being purchased by the same group who purchased the 2014 PID6 bonds—Orix USA, an investor company that provides debt, mezzanine, and equity capital to a variety of public and private financings. The term of the bonds is 20 years and the interest rate is 6.0%.

As is the case with the sale of the City's general obligation and revenue bonds, documents for the agenda packet are in preliminary form with final documents prepared on the day of the sale.

RECOMMENDATION

It is City staff's recommendation that the City Council consider approval of the ordinance as set forth in the caption above.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §

COUNTIES OF DENTON AND DALLAS §

CITY OF LEWISVILLE §

I, the undersigned City Secretary of the City of Lewisville, Texas, hereby certify as follows:

1. The City Council of the City of Lewisville, Texas convened in a regular session on _____, 2017 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas (the "Meeting"), and the roll was called of the duly constituted Council Members of the City of Lewisville, Texas to-wit:

Rudy Durham	Mayor
Brent Daniels	Mayor Pro-Tem
Brandon Jones	Deputy Mayor Pro-Tem
TJ Gilmore	Council Member
R. Neil Ferguson	Council Member
Bob Troyer	Council Member

And all of the persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting:

> AN ORDINANCE AUTHORIZING THE ISSUANCE OF $7,690,000 CITY OF LEWISVILLE, TEXAS, COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT UTILITY SYSTEM BONDS, SERIES 2017 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT) (THE "SERIES 2017 UTILITY BONDS") IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN MASTER TRUST AGREEMENT AND SECOND SUPPLEMENTAL TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF THE SECOND SUPPLEMENTAL TRUST AGREEMENT; AUTHORIZING A FINAL LIMITED OFFERING MEMORANDUM PERTAINING TO THE ISSUANCE OF THE SERIES 2017 UTILITY BONDS; APPROVING A BOND PLACEMENT AGREEMENT; PROVIDING A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED TO THE SERIES 2017 UTILITY BONDS.

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

Aye: _____ No: _____

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The City Council has approved the aforementioned attached Ordinance and the Mayor and the City Secretary of the City of Lewisville have duly signed the Ordinance; and that the City Secretary hereby declares that the attached Ordinance is a true and correct copy of the Ordinance for all purposes.

[Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this _____, 2017.

_____
Julie Heinze, City Secretary
City of Lewisville

[City Seal]

CITY OF LEWISVILLE, TEXAS

ORDINANCE NO. _____-2017

Adopted July 17, 2017

AUTHORIZING THE ISSUANCE OF
$7,690,000
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
UTILITY SYSTEM BONDS
SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

Ordinance No. _____-2017

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $7,690,000 CITY OF LEWISVILLE, TEXAS, COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT UTILITY SYSTEM BONDS, SERIES 2017 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT) (THE "SERIES 2017 UTILITY BONDS") IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN MASTER TRUST AGREEMENT AND SECOND SUPPLEMENTAL TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF THE SECOND SUPPLEMENTAL TRUST AGREEMENT; AUTHORIZING A FINAL LIMITED OFFERING MEMORANDUM PERTAINING TO THE ISSUANCE OF THE SERIES 2017 UTILITY BONDS; APPROVING A BOND PLACEMENT AGREEMENT; PROVIDING A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED TO THE SERIES 2017 UTILITY BONDS.

RECITALS

all capitalized terms utilized in this Ordinance and not otherwise defined shall have the meanings defined in that certain Master Trust Agreement by and between the City of Lewisville, Texas (the "Issuer" or "City") and Wilmington Trust, N.A., Dallas, Texas (the "Trustee"), dated as of August 1, 2014 (the "Master Trust Agreement") and that certain Second Supplemental Trust Agreement by and between the City and the Trustee, dated as of July 1, 2017 (the Second Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Trust Agreement") and relating to the "Series 2017 Utility Bonds", together with all Exhibits thereto, a full and correct copy of such Second Supplemental Trust Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes;);

WHEREAS, at an election conducted on January 17, 1983, the voters within the boundaries of Denton County Fresh Water Supply District No. 1 ("District No. 1") approved the creation of District No. 1 and elected the Governing Body of District No. l;

WHEREAS, on August 8, 1987, the voters within the District No. 1 approved an election by which District No. 1 was authorized to assume the rights, authority, privileges and functions of a road district under Article III, Section 52(b)(3) of Texas Constitution, in the manner provided by Section 53.029(c) of Texas Water Code, as amended;

WHEREAS, at the same election on August 8, 1987, the voters within District No. 1 authorized District No. 1 to purchase, construct, acquire, own, operate, repair, improve and extend sanitary sewer systems to control wastes;

WHEREAS, on December 21, 1993, following a hearing conducted in accordance with Sections 51.040 through 51.044 of Texas Water Code, as amended, the Governing Body of District No. 1 entered an Order Setting Out Findings On Conversion And Ordering Conversion

To A Water Control And Improvement District by which District No. 1 converted into a district operating under Chapter 51 of Texas Water Code, as amended, and exercising all the powers, authority, functions and privileges provided in Chapter 51 and District No. 1 specifically reserved in the manner specified in Section 51.044 of Texas Water Code, as amended, the powers specified in Sections 53.029, 53.030 through 53.035, 53.037 through 53.041, 53.111, 53.112, 53.121 and 53.125 of Texas Water Code, as amended from time to time;

WHEREAS, District No. 1 entered into a contract with the Upper Trinity Regional Water District, by which District No. 1 will receive a supply of potable fresh water for all areas located within the boundaries of District No. 1;

WHEREAS, pursuant to the specific authority retained by District No. 1 under Sections 53.029 through 53.035 and Sections 53.037 through 53.041, Texas Water Code, as amended, and granted to District No. 1 by Chapter 51 of Texas Water Code, as amended, the voters within District No. 1 approved, on May 6, 1995, an election by which the District was divided into Denton County Fresh Water Supply District No. 1-A ("District No. 1-A"), consisting of 2,339 acres, more or less and Denton County Fresh Water Supply District No. 1-B ("District No. l-B"), consisting of 291 acres, more or less;

WHEREAS, pursuant to the specific authority set forth under Sections 53.029 through 53.035 and Sections 53.037 through 53.041 of Texas Water Code, as amended, the voters within District No. 1-A approved on August 9, 1997 an election by which District No. 1-A divided itself into District No. 1-A and Denton County Fresh Water Supply District No. 1-C ("District No. 1-C");

WHEREAS, the voters within District No. 1-A hereafter approved the division of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-C ("District No. 1-C"), Denton County Fresh Water Supply District No. 1-E ("District No. 1-E"), Denton County Fresh Water Supply District No. 1-F ("District No. l-F"), and Denton County Fresh Water Supply District No. 1-G ("District No. 1-G") and Denton County Fresh Water Supply District No. 1-H ("District No. 1-H" or the "District") and District No. 1-C divided itself into District No. 1-C and Denton County Fresh Water Supply District No. 1-D ("District No. 1-D");

WHEREAS, on March 21, 2013, a petition signed by the requisite owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment and owners of real property who constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the proposed Lewisville Castle Hills Public Improvement District No. 6 ("P.I.D. No. 6") was submitted to and filed with the Governing Body of the Issuer requesting that a public improvement district be created within the extraterritorial jurisdiction of the Issuer pursuant to the provisions of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act");

WHEREAS, the aforementioned petition was submitted in compliance with the provisions of Section 372.005 of the Act;

WHEREAS, notice of a public hearing to consider the advisability of the improvements was published in a newspaper of general circulation on April 12, 2013, disclosing the Governing

Body of the Issuer's intention to consider the creation of a public improvement district;

WHEREAS, written notice of the scheduled public hearing was delivered on April 12, 2013, to each property owner located within the proposed public improvement district;

WHEREAS, on May 6, 2013, the Governing Body of the Issuer held a public hearing conforming to the requirements of Section 372.009 of the Act on the advisability of the improvements;

WHEREAS, pursuant to Section 372.009(b) of the Act, the Governing Body of the Issuer, on May 6, 2013, passed and approved Resolution No. 3990-05-2013 (R), making certain findings as to the advisability of the improvements, the nature of the improvements, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of the costs between the proposed public improvement district and the Issuer as a whole and authorizing creation of P.I.D. No. 6 thereby establishing the exact boundaries of P.I.D. No. 6;

WHEREAS, P.I.D. No. 6 is located within the extraterritorial jurisdiction of the Issuer;

WHEREAS, such authorization took effect on May 17, 2013, the date on which notice of the creation of P.I.D. No. 6 was published in the Lewisville Neighbors Go section of the Dallas Morning News, a newspaper of general circulation in the extraterritorial jurisdiction of the Issuer;

WHEREAS, an Assessment/Service Plan (as defined herein) was prepared and reviewed by the staff of the Issuer and submitted on July 23, 2014 to the Governing Body of the Issuer for review and, on August 4, 2014, the Governing Body authorized publication of a notice of public hearing on the Assessment/Service Plan;

WHEREAS, a notice was published on August 7, 2014, in the Lewisville Neighbors Go section of the Dallas Morning News, a newspaper of general circulation within the city limits and extraterritorial jurisdiction of the Issuer, evidencing the intention of the Governing Body of the Issuer to consider the Special Assessments (as defined herein) at a public hearing;

WHEREAS, written notice of the scheduled public hearings have been delivered as required by law, to each property owner residing within P.I.D. No. 6;

WHEREAS, the Assessment/Service Plan provided that one hundred percent (100%) of the cost of the improvements authorized by Section 372.003 of the Act (the "Authorized Utility Improvements") will be paid by Special Assessments levied against property located within P.I.D. No. 6 or will be paid by taxes collected by the District and paid to the Issuer in accordance with the provisions of the Joint Utility Contract (as defined herein) entered into between the Issuer, District No. 1-A and the District, a copy of which is attached hereto as Exhibit "B" and made a part hereof for all purposes;

WHEREAS, the Assessment/Service Plan recommended that the Governing Body of the Issuer apportion the cost of the Authorized Utility Improvements on the basis of the value of the property in P.I.D. No. 6 as determined by the Governing Body, without regard to improvements

on the property, as set out in the Assessment/Service Plan, with such an apportionment resulting in the imposition of equal shares of the cost on property similarly benefited within P.I.D. No. 6;

WHEREAS, based upon the aforementioned method of apportionment, the Governing Body of the Issuer has prepared and filed an Assessment Roll (as defined herein) establishing the Special Assessment against each parcel of property within P.I.D. No. 6, all as provided in Section 372.016 of the Act;

WHEREAS, on August 18, 2014 the Governing Body of the Issuer conducted public hearings to hear and pass on any objections to the Special Assessments, Assessment/Service Plan and Assessment Roll;

WHEREAS, the Governing Body of the Issuer has adopted the Assessment Ordinance (as defined herein) approving the Assessment/Service Plan for P.I.D. No. 6 and levied assessments as Special Assessments on each parcel of property within P.I.D. No. 6 pursuant to the Assessment/Service Plan and Assessment Roll;

WHEREAS, pursuant to the Assessment Ordinance, the Issuer permitted the Special Assessments to be paid in installments, fixed the rate of interest on installment payments, established the penalties and interest on delinquent installments, and established the procedure for collection of the Special Assessments. The Assessment Ordinance provides the mechanism and procedure that will be utilized to collect and enforce the Special Assessments in periodic installments;

WHEREAS, the Act provides that an assessment or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, are a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for ad valorem taxes by other governmental entities, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance levying the Special Assessments until the Special Assessments are paid, and may be enforced in the same manner that an ad valorem tax levied against real property is enforced. The owner of any property assessed may pay the entire Special Assessment against any lot or parcel with accrued interest to the date of payment at any time;

WHEREAS, Section 372.026 of the Act authorizes the Issuer to pledge Special Assessments and all or part of revenue or income received from any public or private source, pursuant to an agreement or otherwise, to the payment of revenue bonds;

WHEREAS, in the adoption of this Bond Ordinance, the Issuer is exercising the authority granted by Section 372.026 of the Act by issuing revenue bonds payable from Special Assessments and from the Contract Revenues (as defined herein) derived from the Joint Utility Contract;

WHEREAS, the Districts and the Issuer are authorized by Chapters 49 and 51 of the Texas Water Code, as amended to enter into contracts for the provision of the joint construction, finance, ownership and operation of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any function which the Districts have lawful authority to provide and to cover the expenses necessary to administer, maintain and operate the

improvements and facilities;

WHEREAS, the District and the Issuer are authorized by Chapters 49 and 51 of Texas Water Code, as amended, to enter into contracts for the provision of the facilities, improvements and services which the District has lawful authority to provide and to cover the expenses necessary to administer, maintain and operate the improvements and facilities;

WHEREAS, under Section 51.149 of Texas Water Code, said contract needs no approval other than approval by a majority of the electors voting at an election conducted in the manner of a bond election in order for the contract between the District and the Issuer to be valid, binding, and enforceable against all parties to the contract;

WHEREAS, under Section 49.108 of Texas Water Code and subject to any Constitutional limitations, said contract may be modified or amended by the District without voter approval;

WHEREAS, on November 4, 2008, the District conducted elections which authorized the issuance of $46,100,000 of utility bonds and refunding bonds and approved a 2008 Joint Utility Contract (the "Original Joint Utility Contract") and the imposition of an annual tax on all taxable property within the boundaries of the District, unlimited in rate or amount, sufficient to make payment under the Original Joint Utility Contract;

WHEREAS, on November 4, 2008, the District conducted elections which authorized the issuance of $13,900,000 of road bonds and refunding bonds and approved a 2008 Joint Road Contract (the "Original Joint Road Contract") and the imposition of an annual tax on all taxable property within the boundaries of the District, unlimited in rate or amount, sufficient to make payment under the Original Joint Road Contract;

WHEREAS, on August 18, 2014, the Governing Body of the Issuer adopted Ordinance No. 4106-08-2014 approving the Original Joint Utility Contract;

WHEREAS, the City, District No. 1-A and the District have determined that it is in the best interest of each such party to amend and restate the Original Joint Utility Contract in accordance with the provisions of Chapters 49, 51 and 53 of the Texas Water Code, and such changes are reasonable modifications thereto;

WHEREAS, the District approved the form such modifications in an amendment and restatement of the Original Joint Utility Contract (the "Joint Utility Contract") pursuant to an order of the Board of Directors of the District on August 21, 2015;

WHEREAS, the Joint Utility Contract requires the District to impose an ad valorem tax on all property within the District, without limit as to rate or amount, sufficient to make payments under the Joint Utility Contract to support the issuance by Lewisville of up to $ 112,750,000 total principal amount of obligations (the "P.I.D. No. 6 Utility Bonds") (less the $7,130,000 principal amount of bonds previously issued under the Original Joint Utility Contract) in accordance with Section 372.001, et seq., Texas Local Government Code, Article XVI, Section 59 of the Texas Constitution, and Chapters 49, 51 and 53 of the Texas Water Code, whether the proceeds of the P.I.D. No. 6 Utility Bonds are to be used to acquire additional

facilities or to repay P.I.D. No. 6 Utility Bonds;

WHEREAS, on November 3, 2015, the District conducted elections which authorized the issuance of bonds and refunding bonds and approved the Joint Utility Contract and the imposition of an annual tax on all taxable property within the boundaries of the District, unlimited in rate or amount, sufficient to make payment under the Joint Utility Contract (the "Utility Contract Tax");

WHEREAS, the Utility Contract Tax was approved by the voters within the District at an election conducted within the District on November 3, 2015;

WHEREAS, on July 17, 2017, the Governing Body of the Issuer adopted an ordinance approving the Joint Utility Contract;

WHEREAS, the terms and conditions of the Series 2017 Utility Bonds and the pledge of the Contract Revenues derived from the Joint Utility Contract which are authorized to be collected on an annual basis while any of the Series 2017 Utility Bonds remain Outstanding and revenues derived from Special Assessments will be controlled by the provisions of this Ordinance and Sections 372.025 and 372.026 of the Act;

WHEREAS, Section 372.026 of the Act authorizes the Issuer to issue revenue bonds payable from Special Assessments and from all or part of revenue or income received from any public or private source, pursuant to an agreement or otherwise;

WHEREAS, in the adoption of the Ordinance, the Issuer is exercising the authority granted by Section 372.026 of the Act in issuing revenue bonds payable from Special Assessments and from the Contract Revenues derived from the Joint Utility Contract;

WHEREAS, the City has previously issued its Combination Contract Revenue and Special Assessment Road System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "2014 Bonds") secured a pledge of special assessments and contract revenues received pursuant to the Original Joint Utility Contract;

WHEREAS, in connection with the Second Supplemental Trust Indenture, the Issuer will amend the Master Trust Agreement pursuant to which the 2014 Bond were issued to provide that contract revenues from the Joint Utility Contract will secure the 2014 Bonds;

WHEREAS, the Issuer has determined to pay the cost of the Authorized Utility Improvements by the issuance of revenue bonds designated as the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project)" (the "Series 2017 Utility Bonds"), in the original principal amount of $7,690,000;

WHEREAS, following the sale and delivery of the Series 2017 Utility Bonds the Issuer shall have the right to issue $113,640,000 of additional utility bonds pursuant to the voted authority of the election held on November 3, 2015 approving the Joint Utility Contract, not including refunding bonds;

WHEREAS, the terms and conditions of the Series 2017 Utility Bonds and the pledge of the Contract Revenues derived from the Joint Utility Contract and revenues derived from Special Assessments which are authorized to be collected on an annual basis while any of the Series 2017 Utility Bonds remain Outstanding will be controlled by the provisions of this Ordinance, the Joint Utility Contract and Sections 372.025 and 372.026 of the Act, Chapter 1371, Texas Government Code, the Trust Agreement and any other applicable law;

WHEREAS, the Second Supplemental Trust Agreement relating to the Series 2017 Utility Bonds has been submitted to the Issuer for its approval along with a Bond Placement Agreement;

WHEREAS, the governing body of the Issuer has determined that the Series 2017 Utility Bonds should be issued in accordance with this Ordinance and the Trust Agreement.

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

Section 1. The City Council of the City of Lewisville, Texas hereby authorizes the issuance of $7,690,000 City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project), upon the terms and conditions set forth in the Trust Agreement and this Ordinance, and at an initial interest rate from the date of delivery to the initial purchasers of the Series 2017 Utility Bonds, of _____% per annum.

Section 2. The Second Supplemental Trust Agreement, together with all Exhibits thereto; is hereby approved in all particulars, in substantially the form attached hereto as Exhibit "A", subject to such changes as may be approved by the City Manager and the City Attorney or such changes as may be approved by Bond Counsel to satisfy the requirements of the Attorney General of the State of Texas. This Ordinance hereby specifies that the Series 2017 Utility Bonds shall be issued under the terms and conditions set forth in the Second Supplemental Trust Agreement. The Mayor, Mayor Pro Tem or Deputy Mayor Pro Tem of the Issuer is hereby authorized and directed to execute the Second Supplemental Trust Agreement and the City Secretary is hereby authorized and directed to attest such signature.

Section 3. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2017 Utility Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum (the "Limited Offering Memorandum") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information). The Mayor and the City Secretary are hereby authorized and directed to execute the Limited Offering Memorandum and deliver appropriate numbers of copies thereof to the Purchaser of the Series 2017 Utility Bonds. The Limited Offering Memorandum as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the Issuer and the Purchaser of the Series 2017 Utility Bonds, may be used by the Issuer in the offering of the Series 2017 Utility Bonds and sale thereof. The City Secretary of the Issuer is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any addenda,

supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Series 2017 Utility Bonds is hereby ratified, approved and confirmed.

Section 4. The City Council of Lewisville, Texas hereby authorizes the expenditures identified in the description of the Authorized Utility Improvements, which is attached as Exhibit "B" to the Second Supplemental Trust Agreement, and further authorizes all parties named in this Ordinance and the Trust Agreement to take all action necessary or appropriate to the issuance and sale of the Series 2017 Utility Bonds in conformity with the provisions of this Ordinance, the Trust Agreement and the other agreements identified in the Trust Agreement, subject to such changes as may be approved by Bond Counsel, First Southwest Company, the City's Financial Advisor; Bracewell LLP, as special counsel to the City; the City's City Attorney and the City's Finance Director.

Section 5. The Bond Placement Agreement is hereby approved in all particulars, in substantially the form attached hereto as Exhibit "B" subject to such changes as may be approved by the City Manager, Bond Counsel and the City Attorney.

Section 6. The recitation of facts in the preamble to this Ordinance are found to be true and correct and are incorporated herein by reference.

Section 7. The City Council of Lewisville, Texas will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the implementation of this Ordinance, the Trust Agreement and the Bond Placement Agreement.

Section 8. Form of Bond. The Series 2017 Utility Bonds shall be issued in generally the form set forth in the Second Supplemental Trust Agreement, with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and the Trust Agreement.

Section 9. The Mayor of the Issuer is hereby authorized to have control of the Series 2017 Utility Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

After registration by the Comptroller of Public Accounts, delivery of the Series 2017 Utility Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor of the Issuer, against receipt by the Issuer of all amounts due to the Issuer under the terms of sale.

In the event the Mayor of the Issuer or City Secretary is absent, the Mayor Pro-Tem or Deputy Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro-Tem or Deputy Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor of the Issuer or City Secretary, respectively.

Section 10. The requirement that this Ordinance be read on three (3) separate days does not apply to a public security authorization pursuant to Section 1201.028(d)(3), Texas Government Code.

Section 11. This Ordinance shall be effective immediately upon its final passage in accordance with Section 1201.028, Texas Government Code.

Section 12. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, and their employees, the Trustee, Bond Counsel, and the Owners any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer and its employees, the Trustee, Bond Counsel, and the Owners.

Section 13. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance. All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 14. The Mayor, the Mayor Pro Tem, the Deputy Mayor Pro Tem, the City Secretary, the City Manager, the Director of Finance, the City's Financial Advisor, and all other officers, employees, attorneys, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the Issuer, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Series 2017 Utility Bonds, and the Limited Offering Memorandum. Prior to the initial delivery of the Series 2017 Utility Bonds, the Mayor and Bond Counsel to the Issuer are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance or (ii) obtain the approval of the Series 2017 Utility Bonds by the Texas Attorney General's office.

Section 15. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the regular meeting of the governing body of the City Council of Lewisville, Texas at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council of Lewisville, Texas further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED _____, 2017.

_____
Mayor, City of Lewisville

ATTEST:

_____
City Secretary, City of Lewisville

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney, City of Lewisville

EXHIBIT A
SECOND SUPPLEMENTAL TRUST AGREEMENT

EXHIBIT B
BOND PLACEMENT AGREEMENT

SECOND SUPPLEMENTAL TRUST AGREEMENT

between

THE CITY OF LEWISVILLE, TEXAS (the "ISSUER")

and

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee (the "TRUSTEE")

Dated as of July 1, 2017

Relating to

$7,690,000

CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
UTILITY SYSTEM BONDS,
SERIES 2017

(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6
PROJECT)

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND INTERPRETATIONS 2
Section 1.01 Definitions 2
Section 1.02 Effect of Headings and Table of Contents 4
Section 1.03 Trust Agreement to Remain in Force 4
Section 1.04 Authority 5
Section 1.05 Notices, etc., to Parties 5
Section 1.06 Successors and Assigns 5
Section 1.07 Separability Clause 5
Section 1.08 Benefits of Second Supplemental Trust Agreement 5
Section 1.09 Governing Law 5

ARTICLE II AUTHORIZATION AND TERMS OF BONDS 5
Section 2.01 Authorization of Bonds 5
Section 2.02 Designation, Date, and Interest Payment Dates 5
Section 2.03 Form of Series 2017 Utility Bonds; Initial Bond; Numbers and Denomination 5
Section 2.04 Execution of Bonds; Seal 6
Section 2.05 Interest Rate 6
Section 2.06 Application of Proceeds 6

ARTICLE III REDEMPTION OF BONDS 7
Section 3.01 Amendment 7

ARTICLE IV AMENDMENTS TO THE MASTER TRUST AGREEMENT AND FIRST SUPPLEMENTAL TRUST AGREEMENT 9
Section 4.01 Amendments to Article IV of the Master Trust Agreement and the First Supplemental Trust Agreement 9
Section 4.02 Amendments to Section 5.2 of the Master Trust Agreement 12
Section 4.03 Amendments to Section 2.9 of the Master Trust Agreement 14
Section 4.04 Amendments to Article I of the Master Trust Agreement and Amendments to Master Trust Agreement 14
Section 4.05 Applicability of Article 12 of the Master Trust Agreement to the Series 2017 Utility Bonds. 15
Section 4.06 Miscellaneous 15

EXHIBIT A Form of Bonds A-1
EXHIBIT B Form of Initial Bond B-1
EXHIBIT C Authorized Utility Expenditures C-1
EXHIBIT D Form of Joint Utility Contract D-1

SECOND SUPPLEMENTAL TRUST AGREEMENT

THIS SECOND SUPPLEMENTAL TRUST AGREEMENT (this "Second Supplemental Trust Agreement"), dated as of July 1, 2017, is between THE CITY OF LEWISVILLE, TEXAS, a home rule city organized and operating pursuant to Article XI, Section 5 of the Constitution of the State of Texas (the "Issuer") and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association authorized to do business in the State of Texas, as trustee (the "Trustee"), and supplements and amends the Master Trust Agreement for the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, (Lewisville Castle Hills Public Improvement District No. 6 Project)" dated as of August 1, 2014 (the "Master Trust Agreement"), between the Issuer and the Trustee, and the First Supplemental Trust Agreement for the $7,310,000 "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project)", dated as of August 1, 2014, between the Issuer and the Trustee (the "First Supplemental Trust Agreement" and, together with the Master Trust Agreement and this Second Supplemental Trust Agreement, the "Trust Agreement").

W I T N E S S E T H:

WHEREAS, the City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Series 2017 Utility Bonds") are "Bonds", as defined in Section 1 of that certain Master Trust Agreement, and the Issuer certifies that issuance of the Series 2017 Utility Bonds is authorized and permitted under Section 2.1 of the Master Trust Agreement;

WHEREAS, this Second Supplemental Trust Agreement amends and supplements the Master Trust Agreement pursuant to Section 2.1 and Section 11.1(b) of the Master Trust Agreement;

WHEREAS, on the July 1, 2017, the City Council of the Issuer duly adopted that certain ordinance (the "Bond Ordinance") authorizing the issuance of the Series 2017 Utility Bonds and approving the form, substance, and use of a Preliminary Limited Offering Memorandum and Limited Offering Memorandum;

WHEREAS, the Issuer desires to issue Series 2017 Utility Bonds sufficient to make the Authorized Utility Expenditures set forth in Exhibit "C" of this Second Supplemental Trust Agreement and pay the costs of issuing the Series 2017 Utility Bonds;

WHEREAS, the Issuer has duly filed a certified copy of the Bond Ordinance with the Trustee;

WHEREAS, the Trustee has accepted the trusts created by the Master Trust Agreement and First Supplemental Trust Agreement and accepts the trusts described in this Second Supplemental Trust Agreement, and evidences such acceptance by joining in the execution hereof; and

WHEREAS, all capitalized terms, unless otherwise defined herein, have the meanings ascribed to them in the Master Trust Agreement;

NOW, THEREFORE, the Issuer, in consideration (i) of the premises and the acceptance by the Trustee of the trusts created in the Master Trust Agreement, the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, (ii) of the purchase and acceptance of the Series 2017 Utility Bonds by the purchasers thereof, and (iii) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby confirm and agree that the grant in the Master Trust Agreement to the Trustee for the benefit of the Owners of the Series 2017 Utility Bonds of the Trust Estate (as defined in the Master Trust Agreement) shall constitute a lien on and security interest in such Trust Estate for the benefit of the Owners of the Series 2017 Utility Bonds on an equal and ratable basis with the Owners of the Outstanding Bonds under the Master Trust Agreement and any supplement or amendment thereto and of any Additional Bonds issued under the Master Trust Agreement and any subsequent supplements thereto, and in addition to the foregoing, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions.

(a) For all purposes of this Second Supplemental Trust Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) This "Second Supplemental Trust Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more trust agreements supplemental hereto entered into pursuant to the applicable provisions of the Master Trust Agreement.

(2) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Second Supplemental Trust Agreement as a whole and not to any particular Article, Section or other subdivision.

(3) All terms used in this Second Supplemental Trust Agreement which are defined in the Master Trust Agreement have the same meanings assigned to such terms in the Master Trust Agreement unless otherwise specified herein. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns.

(b) The following terms have the meanings assigned to them below whenever they are used in or with respect to this Second Supplemental Trust Agreement:

Additional Bonds – means the Additional Bonds payable from Special Assessment Revenues and payable from Contract Payments in accordance with the Joint Utility Contract. After issuance of the Series 2017 Utility Bonds, up to $113,640,000 in Additional Bonds will remain authorized but unissued pursuant to the Joint Utility Contract.

Administrative Expenses – means the administrative, organization, maintenance and operation costs payable from the proceeds of the Series 2017 Utility Bonds associated with, or incident to, the administration, organization, maintenance and operation of the P.I.D., including, but not limited to, the costs of (a) administering the P.I.D., including conducting hearings, preparing notices and petitions, preparing assessment rolls and all costs incident thereto, including engineering fees, legal fees and consultant fees, (b) levying and collecting Special Assessments or the installments thereof, (c) negotiating and implementing the Joint Utility Contract and the other agreements, (d) maintaining the record of installments of the Special Assessments and the system of registration and transfer of the Series 2017 Utility Bonds, (e) paying and redeeming the Series 2017 Utility Bonds, (f) investing or depositing of monies, (g) complying with the Code with respect to the Series 2017 Utility Bonds, and (h) the Trustee and Series 2017 Utility Bonds Bondholder Representative fees and expenses, including attorneys' fees relating to the Series 2017 Utility Bonds.

Authorized Investments or Permitted Investments – means any investment authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Bond Ordinance – means the City of Lewisville Ordinance adopted by the City Council of the City of Lewisville on July 1, 2017, authorizing the issuance of the Series 2017 Utility Bonds.

Date of Closing – means the date of physical delivery of the Initial Bond for payment in full by the initial purchasers thereof.

Debt Service Requirements – means, as of any particular date of computation, with respect to any Series 2017 Utility Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside from the Interest and Sinking Fund by the Trustee on behalf of the Issuer as of such date or in such period for the payment of the Principal Installment, redemption premium, if any, and interest (to the extent not capitalized) on such Series 2017 Utility Bonds.

Debt Service Reserve Amount – means the lesser of (i) 10% of the principal amount of the Outstanding Assessment Bonds, (ii) the maximum annual debt service requirement of the Outstanding Assessment Bonds, or (iii) 125% of the average annual debt service of the Outstanding Assessment Bonds.

Initial Bond – means the Series 2017 Utility Bond authorized, issued and initially delivered as provided in Section 2.03 of this Second Supplemental Trust Agreement, the form of which is set forth in Exhibit "B", which is attached hereto and made a part hereof for all purposes.

Mandatory Sinking Fund Payments or Mandatory Sinking Fund Redemptions – means the mandatory sinking fund payments on the dates, and in the amounts, set forth in Section 3.01(c) herein.

NRSRO or Nationally Recognized Statistical Rating Organization – means a credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

Outstanding – means, as of the date of determination, and with respect to any Outstanding Assessment Bonds, including the Series 2017 Utility Bonds, all such Outstanding Assessment

Bonds theretofore issued and delivered under the Master Trust Agreement and any supplemental trust agreement, including the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, except:

(1) Outstanding Assessment Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Outstanding Assessment Bonds for whose purchase, payment or redemption, money in the necessary amount has been theretofore deposited in an account, other than the "Collection Fund" identified in Section 4.1 of the Master Trust Agreement, with the Trustee in trust for the holders of the Outstanding Assessment Bonds;

(3) Outstanding Assessment Bonds in exchange for or in lieu of which other Outstanding Assessment Bonds have been registered and delivered pursuant to this Trust Agreement; and

(4) Outstanding Assessment Bonds alleged to have been mutilated, destroyed; lost or stolen which have been paid as provided in this Trust Agreement.

Outstanding Assessment Bonds – means any Outstanding Bonds of the Issuer containing a pledge of Special Assessments levied pursuant to the Assessment Ordinance, including the Series 2017 Utility Bonds and any Additional Bonds.

P.I.D. – means Lewisville Castle Hills Public Improvement District No. 6.

Series 2017 Authorized Utility Expenditures – means the authorized expenditures related to the Series 2017 Utility Bonds as described in Exhibit C to this Second Supplemental Trust Agreement payable from Contract Revenues and Special Assessments.

Series 2017 Utility Bonds Bondholder Representative – means the Bondholder Representative for the Owners of not less than a majority in principal amount of the Series 2017 Utility Bonds then Outstanding, initially ORIX Public Finance, LLC, or other designated representative of the majority of the Owners.

Special Assessments – means the assessments levied against properties in the P.I.D. to pay Debt Service Requirements on the Outstanding Assessment Bonds as set forth in the Assessment/Service Plan which are payable in periodic installments as provided in the Assessment Ordinance; all as provided in the Assessment/Service Plan, the Assessment Ordinance and the Bond Ordinance. Special Assessments also include any supplemental assessments or reassessments levied in accordance with Sections 372.019 and 372.020 of the Act.

Section 1.02 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.03 Trust Agreement to Remain in Force. Except as amended by this Second Supplemental Trust Agreement or any subsequent supplemental trust agreements, the Master Trust Agreement shall remain in full force and effect as to the matters covered therein.

Section 1.04 Authority. This Second Supplemental Trust Agreement is executed and delivered pursuant to the Act and the Master Trust Agreement.

Section 1.05 Notices, etc., to Parties. Any request, demand, authorization, direction, notice, consent, waiver or Act of Owners of Bonds or other document provided or permitted by the Master Trust Agreement to be made upon, given or furnished to, or filed with any party hereto shall be given in the manner prescribed in the Master Trust Agreement.

Section 1.06 Successors and Assigns. All covenants and agreements in this Second Supplemental Trust Agreement by the Issuer and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.07 Separability Clause. In case any provision in this Second Supplemental Trust Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.08 Benefits of Second Supplemental Trust Agreement. Nothing in this Second Supplemental Trust Agreement or in the Series 2017 Utility Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Owners of the Series 2017 Utility Bonds, any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Trust Agreement.

Section 1.09 Governing Law. This Second Supplemental Trust Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

ARTICLE II

AUTHORIZATION AND TERMS OF BONDS

Section 2.01 Authorization of Bonds. The Series 2017 Utility Bonds shall be issued in fully registered form in the total authorized aggregate amount of $7,690,000 for the purpose of paying costs of issuance of the Series 2017 Utility Bonds in accordance with the Act and making the Series 2017 Authorized Utility Expenditures. The Series 2017 Utility Bonds are hereby sold on this date to the initial purchaser, to ORIX Public Finance, LLC, at a price of par plus accrued interest on the Series 2017 Utility Bonds from their date to the date of their delivery.

Section 2.02 Designation, Date, and Interest Payment Dates. The Series 2017 Utility Bonds shall be designated as $7,690,000 "City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project)" and shall be dated as of July 1, 2017. The Series 2017 Utility Bonds shall bear interest from the Date of Closing, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on March 1, 2018, and semiannually thereafter on September 1 and March 1 of each year until maturity or prior redemption.

Section 2.03 Form of Series 2017 Utility Bonds; Initial Bond; Numbers and Denomination. The Series 2017 Utility Bonds shall be issued in the form set forth in Exhibit "A" which is attached hereto. The Series 2017 Utility Bonds shall be initially issued in the form set

forth in Exhibit "A" which is attached hereto; provided, however, that the Initial Bond delivered to the Attorney General of the State of Texas shall be numbered TI-1 and shall be in the form set forth as Exhibit "B", and issued as a Term Bond in the principal amount of $7,690,000, which shall mature September 1, 2037 and shall be subject to a mandatory redemption in the following manner on September 1 in the following years indicated below, and may be transferred and exchanged as set out in the Trust Agreement.

Year (September 1)	Principal Amount	Year (September 1)	Principal Amount
2019	$120,000	2029	$ 320,000
2020	125,000	2030	340,000
2021	130,000	2031	365,000
2022	140,000	2032	385,000
2023	155,000	2033	410,000
2024	160,000	2034	435,000
2025	270,000	2035	1,085,000
2026	280,000	2036	1,155,000
2027	290,000	2037[1]	1,220,000
2028	305,000		

The Series 2017 Utility Bonds shall be subject to prior redemption as provided in Article III below. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Trustee, and shall be in the denomination of One Hundred Thousand Dollars ($100,000.00) or integral multiples of Five Thousand Dollars ($5,000) in excess thereof. The Series 2017 Utility Bonds shall mature on the same date and bear interest at the same rate as the Series 2017 Utility Bonds in lieu of which they are delivered.

Section 2.04 Execution of Bonds; Seal. The Series 2017 Utility Bonds shall be signed on behalf of the Issuer by the City Mayor and countersigned by the City Secretary, by their manual, lithographed or facsimile signatures, and the official seal of the issuer shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Series 2017 Utility Bonds shall have the same effect as if each of the Series 2017 Utility Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Series 2017 Utility Bonds shall have the same effect as if the official seal of the Issuer had been manually impressed upon each of the Series 2017 Utility Bonds. If any officer of the Issuer whose manual or facsimile signature shall appear on the Series 2017 Utility Bonds shall cease to be such officer before the authentication of such Bonds on or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 2.05 Interest Rate. The Series 2017 Utility Bonds shall bear interest from the Date of Closing at the rate of 6%.

Section 2.06 Application of Proceeds. Simultaneously with the delivery of the Series 2017 Utility Bonds, the Trustee shall apply the proceeds derived from the sale to pay for Series 2017 Authorized Utility Expenditures and costs of issuance of the Series 2017 Utility Bonds,

pursuant to a requisition requesting disbursement in the form described in Exhibit C to the Master Trust Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Amendment. The terms of Article VI of the Master Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2017 Utility Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Utility Bonds. In the event of a conflict between the provisions of the Master Trust Agreement and this Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Utility Bonds.

(a) The provisions of Section 6.1 of the Master Trust Agreement are hereby amended by adding a third paragraph as follows: The provisions of Section 6.1 of the Master Trust Agreement are hereby amended by adding a second paragraph as follows:

> "From, and after September 1, 2019, the Series 2017 Utility Bonds may be redeemed by the Issuer, in whole or in part prior to maturity, on any business day at the option of the Issuer, after notice as provided herein at a redemption price equal to the percentage of their principal amount set forth below plus accrued interest to the date fixed for redemption:

Redemption Date	Redemption Price
September 1, 2019 through August 31, 2020	103%
September 1, 2020 through August 31, 2021	102½%
September 1, 2021 through August 31, 2022	102%
September 1, 2022 through August 31, 2023	101½%
September 1, 2023 through August 31, 2024	101%
September 1, 2024 and thereafter	100%

(b) The provisions of Section 6.2 of the Master Trust Agreement are hereby amended by adding the following paragraphs:

"Bonds in an amount not to exceed $_____ shall be redeemed, in whole or in part, prior to maturity at a redemption price equal to 100% of the principal amount of the Series 2017 Utility Bonds, together with interest accrued to the date of redemption or purchased, in whole or in part at a purchase price equal to 100% of the principal amount of the Series 2017 Utility Bonds, together with interest accrued to the date of redemption from amounts transferred to the Series 2017 Utility Bonds Redemption Account established pursuant to Section 4.01(a) of the Second Supplemental Trust Agreement from the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds (Lewisville Castle Hills Public Improvement District No. 6 Project) Collection Fund and the Prepayment Fund pursuant to Sections 4.1 and 4.3, respectively, on _____, 20__.

In lieu of redeeming Series 2017 Utility Bonds with the funds described in this Section, the Issuer may purchase the Series 2017 Utility Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 3.01(a) of the Second Supplemental Trust Agreement."

(c) The provisions of Section 6.3 of the Master Trust Agreement are hereby amended by adding the following paragraphs:

"Prior to their Maturity Date, the Series 2017 Utility Bonds shall be redeemed as Term Bonds (the "Series 2017 Utility Term Bonds") from amounts on deposit in the Interest and Sinking Fund, pursuant to the following mandatory redemption schedule:

Year (September 1)	Principal Amount	Year (September 1)	Principal Amount
2019	$120,000	2029	$ 320,000
2020	125,000	2030	340,000
2021	130,000	2031	365,000
2022	140,000	2032	385,000
2023	155,000	2033	410,000
2024	160,000	2034	435,000
2025	270,000	2035	1,085,000
2026	280,000	2036	1,155,000
2027	290,000	2037[1]	1,220,000
2028	305,000		

*final maturity

On each Mandatory Redemption Date, the Trustee shall make the Mandatory Sinking Fund Payment from the Series 2017 Utility Bonds Interest and Sinking Account established pursuant to Section 4.1(b) herein. The Series 2017 Utility Term Bonds shall be prepaid in principal amounts of $5,000 or integral multiples thereof. The principal amount of the Series 2017 Utility Term Bonds required to be prepaid on each Mandatory Redemption Date shall be reduced, at the option of the Issuer, by the principal amount of any Series 2017 Utility Term Bonds which, at least forty-five (45) days prior to the Mandatory Redemption Date, have been acquired by the Issuer and delivered to the Trustee for cancellation or have been redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee and not theretofore credited against a scheduled mandatory redemption. Each such Series 2017 Utility Term Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such Mandatory Redemption Date, and any excess shall be credited on future mandatory redemption in inverse order of maturity, and the principal amount of such Series 2017 Utility Term Bonds to be redeemed by operation of mandatory prepayment shall be reduced accordingly.

Redemptions pursuant to this provision of the Second Supplemental Trust Agreement shall be made by lot or other customary random method, rounded to the nearest $5,000, among the Owners of each date of maturity. In connection with any such redemption prior to maturity, the

Trustee shall make appropriate entries in the Bond Register to reflect a portion of any Series 2017 Utility Bond so redeemed and the amount of the principal remaining Outstanding. The Trustee's notation in the Bond Register shall be conclusive as to the principal amount of any Outstanding Bond at any time."

ARTICLE IV

AMENDMENTS TO THE MASTER TRUST AGREEMENT AND FIRST SUPPLEMENTAL TRUST AGREEMENT

Section 4.01 Amendments to Article IV of the Master Trust Agreement and the First Supplemental Trust Agreement. The terms of Article IV of each of the Master Trust Agreement and the First Supplemental Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement and the First Supplemental Trust Agreement with respect to the Series 2017 Utility Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Utility Bonds. In the event of a conflict between the provisions of the Master Trust Agreement and the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Utility Bonds.

(a) The provisions of Section 4.1 of the Master Trust Agreement and Section 4.01 of the First Supplemental Trust Agreement are hereby amended as follows:

"The Issuer hereby covenants and agrees that all Contract Revenues and Special Assessment Revenues (other than interest and investment earnings, and revenues received as a Prepayment of a Special Assessment), have been and shall be deposited, as collected and received, into a separate account previously created, established, and maintained with the Trustee known as the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds (Lewisville Castle Hills Public Improvement District No. 6 Project) Collection Fund" (the "Collection Fund") and that the Contract Revenues and Special Assessment Revenues have been and shall be kept separate and apart from all other funds of the Issuer. All Contract Revenues and Special Assessment Revenues deposited into the Collection Fund pursuant to this shall, upon receipt, be transferred to the following Funds in the following order of priority:

FIRST: To the Series 2014 Utility Bonds Interest and Sinking Fund Account and the Series 2017 Utility Bonds Interest and Sinking Fund Account, amounts necessary, if any, to increase the balance in such account to an amount equal to the aggregate amount of all remaining scheduled Debt Service Requirements during the next Fiscal Year for the Series 2017 Utility Bonds, as provided herein, or a greater amount designated by the Issuer with the prior written approval of District No. 1-H;

SECOND: To the Series 2014 Utility Bonds Redemption Account and the Series 2017 Utility Bonds Redemption Account, any amounts required for optional redemptions of the Series 2014 and Bonds, respectively, (other than mandatory sinking fund redemptions) during the Fiscal Year in which the Contract Revenues or Special Assessment Revenues are deposited into the Collection Fund;

THIRD: To the Series 2014 Utility Bonds Administrative Expense Account and the Series 2017 Utility Bonds Administrative Expense Account, amounts necessary, if any, to increase the balance in the Series 2014 Utility Bonds Administrative Expense Account and the Series 2017 Utility Bonds Administrative Expense Account to the amount expended from the Administrative Expense Fund, Series 2014 Utility Bonds Administrative Expense Account and Bonds Administrative Expense Account, respectively, on average during the previous three (3) Fiscal Years of the Issuer; and

FOURTH: To the Debt Service Reserve Fund; until the Debt Service Reserve Fund has a balance equal to the Debt Service Reserve Amount.

FIFTH: To the Issuer to be used for any lawful purpose, including the payment or redemption of Outstanding Bonds.

(b) The provisions of Section 4.2 of the Master Trust Agreement are hereby amended by adding the following paragraph:

"For purposes of providing funds to pay the Debt Service Requirements on the Series 2017 Utility Bonds as the same become due and payable, the Issuer agrees to maintain at the Trustee, a separate and special account to be created and known as the "Series 2017 Utility Bonds Interest and Sinking Account." There shall also be deposited into the Series 2017 Utility Bonds Interest and Sinking Account no later than the tenth (10th) day prior to each Interest Payment Date on the Series 2017 Utility Bonds, from the available Contract Revenues and Special Assessment Revenues in the Collection Fund, an amount which, together with sums on deposit in the Series 2017 Utility Bonds Interest and Sinking Account, shall be equal to one hundred percent (100%) of the amount required to fully pay the principal of, premium, if any and interest on the Series 2017 Utility Bonds payable at such Interest Payment Date, at maturity, if applicable, or as a Mandatory Scheduled Redemption."

(c) The provisions of Section 4.3 of the Master Trust Agreement are hereby amended by adding the following paragraph:

"There is hereby established with the Trustee a special account within the Prepayment Fund established pursuant to Section 4.3 of the Master Trust Agreement to be known as the "Series 2017 Utility Bond Prepayment Account". Upon receiving a Prepayment of Special Assessments for the payment of the Debt Service Requirements on the Outstanding Bonds (which Prepayments shall be identified in writing by the Issuer), the Trustee shall deposit the amount of such Prepayment into the Prepayment Fund under the Master Trust Agreement to be distributed to the Series 2017 Utility Bond Prepayment Account and any other account created under the Prepayment Fund by a Supplemental Indenture, including the Series 2014 Utility Bond Prepayment Account, on a pro rata basis based upon the principal amount of any bonds outstanding under the Master Trust Agreement pursuant to a Supplemental Indenture and the Series 2017 Utility Bonds outstanding. Promptly following the deposit of any such Prepayment, the Trustee shall transfer such amounts representing unpaid principal of the Special Assessment as set forth in Section 4.8 of the Master Trust Agreement directly into the Redemption Fund to be deposited to the Series 2017 Utility Bond Redemption Account to be used to redeem or purchase Outstanding Assessment Bonds on a pro rata basis and such pro rata amounts representing unpaid interest as set forth in Section 4.8 of

the Master Trust Agreement and Section 4.01(f) of this Second Supplemental Trust Agreement to the Series 2017 Utility Bonds Interest and Sinking Account (as defined herein)."

(d) The provisions of Section 4.4 of the Master Trust Agreement are hereby amended by adding a fourth paragraph as follows:

"There is hereby created with the Trustee a special account within the Administrative Expense Fund established in Section 4.4 of the Master Trust Agreement, herein called the Series 2017 Utility Bonds Administrative Expense Account," to be designated and maintained by the Trustee as a separate account, distinct from all other accounts of the Issuer with the Trustee. The Trustee has deposited into the Series 2017 Utility Bonds Administrative Expense Account from the proceeds of the Series 2017 Utility Bonds an amount equal to non-construction costs, fees for professional services, including attorneys, engineers, financial service professionals and costs of issuance of the above-referenced Series 2017 Utility Bonds. The Issuer may draw monies from this Fund to pay costs of issuance of the above-referenced Series 2017 Utility Bonds by delivery to the Trustee of a Request for Disbursement in the form set out as Exhibit "D" to the Master Trust Agreement, executed by the Issuer and District No. 1-H. Any surplus money remaining in the Series 2017 Utility Bonds Administrative Expense Account on March 1, 2018 shall be transferred into the Series 2017 Utility Bonds Interest and Sinking Account. Thereafter, the Trustee shall deposit into the Series 2017 Utility Bonds Administrative Expense Account from Contract Revenues and Special Assessment Revenues all amounts due the Series 2017 Utility Bonds Administrative Expense Account pursuant to Section 4.1 of the Master Trust Agreement and Section 4.01 of the Second Supplemental Trust Agreement. Such amounts shall be applied by the Trustee to pay Administrative Expenses as they become due, and unexpended balances remaining after the payment of Administrative Expenses in Fiscal Years following the Fiscal Year ending September 30, 2018 shall be transferred to the Series 2017 Utility Bonds Redemption Account for redemption of Series 2017 Utility Bonds."

(e) The provisions of Section 4.5 of the Master Trust Agreement are hereby amended by adding the following paragraph:

"At closing, a portion of the proceeds of the Series 2017 Utility Bonds shall be deposited to the Debt Service Reserve Fund in an amount sufficient to meet the Debt Service Reserve Fund Requirement Amount for the Series 2017 Utility Bonds. The Debt Service Reserve Fund shall be used for the purpose of paying principal of and interest on Outstanding Assessment Bonds, including the Series 2017 Utility Bonds, as they become due in the event there should be insufficient funds for said payment in the Interest and Sinking Fund. Subject to the flow of funds in Section 4.01 of the Second Supplemental Trust Agreement and Section 4.1 of the Master Trust Agreement, the Issuer shall deposit Contract Revenues and Special Assessment Revenues to the Debt Service Reserve Fund which are designated for such purposes by the Issuer. The Debt Service Reserve Fund shall be funded up to an amount not less than the Debt Service Reserve Amount from any lawfully available funds in the following manner:

(1) Each deposit shall be credited with earnings from the investment of the balance of the Debt Service Reserve Fund.

(2) Contract Revenues and Special Assessment Revenues shall be deposited to the Debt Service Reserve Fund pursuant to Section 4.1 of the Master Trust Agreement, Section 4.01 of the First Supplemental Trust Agreement, and Section 4.01 of the Second Supplemental Trust Agreement.

(3) Upon payment default with respect to any Outstanding Assessment Bonds, payments from the Debt Service Reserve Fund shall be made on a pro rata basis based upon the principal amount of each series of Outstanding Assessment Bonds in default.

(4) Upon any shortfall in the Debt Service Reserve Fund, District 1-H must make payments sufficient to restore the Debt Service Reserve Fund to the Debt Service Reserve Amount (a) in 12 consecutive equal monthly installments beginning in the month following any withdrawal from the Debt Service Reserve Fund or (b) in 4 consecutive equal monthly installments beginning in the month following any calculation of the value of the Debt Service Reserve Fund at any amount less than the Debt Service Reserve Amount.

(5) The Issuer shall not, under any circumstances, have an obligation to provide funds for the purpose outlined in this Section 4.5 or any other provision of the Master Trust Agreement or of any supplemental trust agreement, including the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, or any of the discounts relevant to the transaction contemplated by the First Supplemental Trust Agreement or the Second Supplemental Trust Agreement;

(6) Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Amount may be transferred to the Redemption Fund at the direction of the Issuer."

(f) The provisions of Section 4.8 of the Master Trust Agreement are hereby amended by adding the following paragraph as follows:

"There is hereby created a special account with the Trustee to be called the "Series 2017 Utility Bonds Redemption Account" within the Redemption Fund created by Section 4.8 of the Master Trust Agreement. The Trustee shall deposit into the Series 2017 Utility Bonds Redemption Account all amounts required to be transferred to such Account from the Collection Fund and the Series 2017 Utility Bonds Prepayment Account pursuant to Sections 4.1 and 4.3 of the Master Trust Agreement, respectively. The Trustee shall apply all such amounts in the Series 2017 Utility Bonds Redemption Account, to redeem or purchase the Outstanding Series 2017 Utility Bonds, on a pro rata basis, in accordance with Section 6.1 or 6.2 hereof. Accrued interest on any Outstanding Series 2017 Utility Bonds redeemed shall be paid from the Series 2017 Utility Bonds Interest and Sinking Account. The redemption premium shall be paid from amounts transferred to the Series 2017 Utility Bonds Redemption Account."

Section 4.02 Amendments to Section 5.2 of the Master Trust Agreement. The terms of Section 5.2 of the Master Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2017 Utility Bonds, and such provisions as set forth below shall be applicable to the

Series 2017 Utility Bonds. In the event of a conflict between the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement and the Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Utility Bonds. The provisions of Section 5.2 of the Master Trust Agreement are hereby amended by adding the following paragraphs as follows:

(a) Actions Taken by Series 2017 Utility Bonds Bondholder Representative. Notwithstanding anything in the Second Supplemental Trust Indenture to the contrary, if an Event of Default, as set forth in Section 5.1 of this Master Trust Agreement, shall have occurred and be continuing, the Series 2017 Utility Bonds Bondholder Representative, in its sole discretion as evidenced by written notice delivered to the Trustee, may (but shall not be required to), (i) in lieu of the Trustee, exercise such one or more of the rights and powers conferred on the Trustee by Article X of this Master Trust Agreement; and (ii) such rights and powers granted to Issuer under this Master Trust Agreement, and such rights of the Owners under this Master Trust Agreement, either by a suit or suits in equity or in law for the enforcement of any appropriate equitable or legal remedy the Series 2017 Utility Bonds Bondholder Representative shall deem most expedient in the interest of the Owners.

(b) Appointment of Series 2017 Utility Bonds Bondholder Representative.

(1) The Owners of not less than a majority in aggregate principal amount of the Series 2017 Utility Bonds then Outstanding may, but shall not be required to, from time to time, appoint a representative or agent, by giving signed, written notice of such appointment to the Trustee, to act on behalf of the Owners to give any consents, authorizations, or approvals; exercise any rights; or take any other action as may be taken by the Owners under this Master Trust Agreement on such terms and conditions as such Owners may deem advisable (a "Bondholder Representative"). Upon such appointment, the Trustee shall accept the consent, authorization, or direction of such Bondholder Representative to the extent specified in such notice, as it would accept such action from the Owners of not less than a majority in aggregate principal amount of the Series 2017 Utility Bonds then Outstanding. A Bondholder Representative may be an Owner.

(2) Unless otherwise specified in the notice delivered to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Series 2017 Utility Bonds then Outstanding appointing a Bondholder Representative pursuant to Section 5.2 hereof, such Bondholder Representative shall be the sole representative of such Owners with respect to all matters specifically listed in such notice for which such Owners are authorized to act under this Master Trust Agreement, until a signed, written notice of the removal of the Bondholder Representative shall be delivered to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Series 2017 Utility Bonds then Outstanding. A Bondholder Representative may resign at any time by delivering written notice thereof to the Trustee. Any notice of removal or resignation meeting the foregoing requirements shall be effective immediately upon receipt thereof by the Trustee. In no event shall more than one Bondholder Representative be appointed to represent the Owners of not less than a majority in aggregate principal amount of the Series 2017 Utility Bonds then Outstanding.

(c) Bondholder Representative Expenses. The Trustee shall pay the reasonable fees and expenses (including reasonable fees and expenses of counsel) of any Bondholder Representative,

upon invoice, incurred in connection with the acceptance or administration of its rights and duties (on behalf of the Owners) under this Master Trust Agreement, and in connection with any amendment, modification, supplemental, consent or waiver with respect to or required under the Bonds, or in connection with the enforcement thereof, except any such expense, disbursement or advance as may arise from its gross negligence, bad faith, or willful misconduct. Unless the Trustee receives written notice to the contrary, the Trustee may assume that there is no claim that any such expense, disbursement or advance may arise from its gross negligence, bad faith, or willful misconduct of a Bondholder Representative and that such expenses, disbursements or advances are reasonable.

(d) Notices and Reporting Obligations. The appointment of a Bondholder Representative shall in no way affect any reporting or notice requirements of the Owners hereunder, except that such Bondholder Representative shall also receive copies of all such reports and notices.

Section 4.03 Amendments to Section 2.9 of the Master Trust Agreement. The terms of Section 2.9 of the Master Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2017 Utility Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Utility Bonds. In the event of a conflict between the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Utility Bonds. The provisions of Section 2.9 of the Master Trust Agreement are hereby amended by adding the following paragraphs as follows:

(a) The Series 2017 Utility Bonds are transferable only to accredited investors and/or qualified institutional buyers upon delivery of an investor letter executed by the transferee, except that:

(1) At any time on and after the date on which the Assessed Value first equals or exceeds $265,000,000.00, the Series 2017 Utility Bonds shall be transferable to accredited investors and/or qualified institutional buyers without delivery of an investor letter; and

(2) At any time on and after the date on which the Series 2017 Utility Bonds or any other Bonds issued by the PID are first rated "BBB-" or higher by Standard & Poors or Fitch or "Baa3" or higher by Moody's, or Investment Grade by any NRSRO, then the Series 2017 Utility Bonds shall be transferable to any type of investor without delivery of an investor letter.

Section 4.04 Amendments to Article I of the Master Trust Agreement and Amendments to the Master Trust Agreement .

(1) The provisions of Section 1.1 of the Master Trust Agreement are hereby amended as follows: The definition "Joint Utility Contract or 2008 Joint Utility Contract" is deleted and replaced with the following definition:

"Joint Utility Contract means the Amended 2015 Joint Utility Contract among the Issuer, the District and District No. 1-A, approved by the Governing Body of the Issuer on August 7, 2017, as the same may be amended from time to time."

(2) All references to the 2008 Joint Utility Contract or Joint Utility Contract in the Master Trust Agreement, the First Supplemental Trust Agreement, and this Second Supplemental Trust Agreement shall be deemed to reference the "Joint Utility Contract" as defined herein.

(3) "EXHIBIT B" to the Master Trust Agreement is hereby deleted and replaced with the Joint Utility Contract attached hereto as Exhibit "D".

Section 4.05 Applicability of Article 12 of the Master Trust Agreement to the Series 2017 Utility Bonds. . Pursuant to Section 15c2-12(d)(1)(i) of Rule 15c2-12 of the United States Securities and Exchange Commission, the Series 2017 Utility Bonds are exempt from the provisions of Rule 15c2-12 and therefore the terms of Article 12 of the Master Trust Agreement are null and void with respect to the Series 2017 Utility Bonds, and such provisions and Rule 15c2-12 shall not be and are not applicable to the Series 2017 Utility Bonds. The Issuer shall provide or cause to be provided certain continuing disclosure information annually to the MSRB through EMMA pursuant to a separate Agreement to Provide Certain Information between the Issuer, Denton County Fresh Water Supply District No. 1-H and the Trustee. In the event of a conflict between the provisions of the Master Trust Agreement and this Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Utility Bonds.

Section 4.06 Miscellaneous .

This Second Supplemental Trust Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

This written Second Supplemental Trust Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Trust Agreement to be executed on their behalf by their duly authorized officers all as of the day and year first above written.

EXECUTED as of _____, 2017.

CITY OF LEWISVILLE ("Issuer")

By:_____
Name: _____
Title: _____

ATTEST:
By:_____
Name: Julie Heinze
Title: City Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION
("Trustee")

By:_____
Name: Camilla J. Lindsey
Title: Vice President

EXHIBIT A

FORM OF SERIES 2017 BONDS

[To Follow]

EXHIBIT B

FORM OF INITIAL SERIES 2017 UTILITY BOND

[To Follow]

EXHIBIT C

SERIES 2017 AUTHORIZED UTILITY EXPENDITURES

[To Follow]

EXHIBIT D

FORM OF JOINT UTILITY CONTRACT

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED JULY 13, 2017

IN THE OPINION OF BOND COUNSEL, INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION UNDER EXISTING STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS AS DESCRIBED UNDER "TAX EXEMPTION" HEREIN. SEE "LEGAL MATTERS" AND "TAX EXEMPTION" HEREIN FOR A DISCUSSION OF BOND COUNSEL'S OPINION, INCLUDING A DESCRIPTION OF CERTAIN ALTERNATIVE MINIMUM TAX CONSEQUENCES FOR CORPORATIONS.

NEW ISSUE

$7,690,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT UTILITY SYSTEM BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

$15,310,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT ROAD SYSTEM BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

Dated: July 1, 2017
Interest Accrues: Date of Initial Delivery

Due: September 1
(As shown on inside front cover)

The $7,690,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") and the $15,310,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds" and with the Utility Bonds, the "Bonds") will be issued by the City of Lewisville, Texas (the "Issuer") in fully registered form. The Bonds will be in authorized denominations of $25,000 and integral multiples of $5,000 in excess thereof. The Trustee and Paying Agent/Registrar for the Bonds is Wilmington Trust, National Association, in Dallas, Texas. Interest on the Bonds will be paid by check mailed by the Paying Agent/Registrar on or before each interest payment date to the registered owners of the Bonds at the addresses shown on the Bond registration books kept by the Paying Agent/Registrar. Principal of the Bonds is payable to the registered owners at maturity or earlier redemption only upon presentation and surrender of the Bonds at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas.

Interest on the Bonds accrues from the date of initial delivery thereof, is calculated on the basis of a 360-day year comprised of twelve 30-day months, and is payable on March 1, 2018, and on each September 1 and March 1 thereafter until maturity or prior redemption. The Bonds are subject to optional, special mandatory, and mandatory sinking fund redemption as more fully described herein. Upon redemption, the Bonds will be payable at prices described herein, plus accrued interest to the date of redemption. See "THE BONDS - Redemption Provisions."

The proceeds of the Bonds will be applied to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities, and streets and roads within the Improvement District (hereinafter defined) and to pay certain costs of issuance of the Bonds. See "PLAN OF FINANCING."

The Bonds, when issued, constitute valid and legally binding special obligations of the Issuer. An amount, on a cumulative basis, not less than one percent (1%) of the original principal amount of the Bonds, together with interest thereon, is payable from and secured by a pledge of and lien on certain Special Assessment Revenues (as defined herein) levied by the Issuer against benefitted property within the Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District"), a public improvement district of the Issuer, all of which is located within the Issuer's extraterritorial jurisdiction and all of which is located within the District (hereinafter defined), all to the extent and upon the conditions described herein. An amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, but in no event to exceed, on a cumulative basis, ninety-nine percent (99%) of the original principal amount of the Bonds, together with interest thereon, is payable from certain Contract Revenues (as defined herein) paid by Denton County Fresh Water Supply District No. 1-H (the "District"), which Contract Revenues are payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. See "THE BONDS - Sources of Payment."

THE BONDS ARE SPECIAL REVENUE OBLIGATIONS OF THE ISSUER AND ARE NOT OBLIGATIONS OF DENTON COUNTY, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION OTHER THAN THE ISSUER AND THE DISTRICT. THE BONDS ARE NOT PAYABLE FROM ANY FUNDS RAISED OR TO BE RAISED BY TAXATION BY THE ISSUER OR FROM ANY OTHER SOURCE OF FUNDS OF THE ISSUER OTHER THAN CONTRACT REVENUES AND SPECIAL ASSESSMENT REVENUES.

THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS DESCRIBED HEREIN. See "RISK FACTORS" herein.

THIS LIMITED OFFERING MEMORANDUM IS FURNISHED WITH THE EXPRESS UNDERSTANDING THAT IT IS SOLELY FOR THE PURPOSE OF CONSIDERATION BY PROSPECTIVE PURCHASERS OF THE BONDS WHO ARE BOTH (i) "QUALIFIED INSTITUTIONAL BUYERS" (WITHIN THE MEANING OF RULE 144A OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC")) AND (ii) "INSTITUTIONAL INVESTORS" WITHIN THE MEANING OF APPLICABLE STATE SECURITIES LAWS, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE OR MADE AVAILABLE TO ANYONE NOT DIRECTLY CONCERNED WITH THE DECISION REGARDING SUCH PURCHASE. PURCHASERS OF THE BONDS WILL BE REQUIRED TO EXECUTE AN INVESTMENT LETTER IN THE FORM SET FORTH IN APPENDIX H HERETO.

UNLESS CERTAIN CONDITIONS ARE MET, AS DESCRIBED UNDER "THE BONDS - LIMITATIONS ON TRANSFERS," THE TRANSFER OF THE BONDS MAY BE LIMITED TO CERTAIN TRANSFEREES AND SUCH TRANSFEREES MAY BE REQUIRED TO PROVIDE TO THE PAYING AGENT/REGISTRAR A TRANSFEREE LETTER IN THE FORM SET FORTH IN APPENDIX I HERETO PRIOR TO ANY SUCH TRANSFER.

The Bonds will be delivered when, as and if issued, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the opinion of Winstead PC, Dallas, Texas, Bond Counsel. Certain legal matters will be passed upon for Raymond James & Associates, Inc., as placement agent (the "Placement Agent') by its counsel McCall, Parkhurst & Horton L.L.P., Dallas, Texas. The Bonds in definitive form are expected to be available for delivery through the facilities of DTC on or about August 8, 2017.

RAYMOND JAMES

*Preliminary, subject to change.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND PRICES

UTILITY BONDS

$7,690,000* _____% Term Bonds Due September 1, 2037 (a)(b) CUSIP _____ (d)
Price _____% (c)

ROAD BONDS

$15,310,000* _____% Term Bonds Due September 1, 2037 (a)(b) CUSIP _____ (d)
Price_____% (c)

(a) Subject to optional redemption as described under the caption "THE BONDS - Redemption Provisions - *Optional Redemption*.

(b) Subject to special mandatory and mandatory sinking fund redemption on September 1 in each of the years and in the amounts set forth herein under the caption "THE BONDS - Redemption Provisions - *Mandatory Redemption*."

(c) The initial reoffering yield has been provided by the Placement Agent (defined herein) and represents the initial offering price of a substantial amount of the Bonds.

(d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the America Bankers Association, and are included solely for the convenience of purchasers of the Bonds. Neither the Issuer nor the Placement Agent shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

*Preliminary, subject to change.

TABLE OF CONTENTS

USE OF INFORMATION IN LIMITED OFFERING MEMORANDUM	iv
General	iv
Securities Laws	v
MUNICIPAL BOND RATING	v
LIMITED OFFERING MEMORANDUM SUMMARY	vi
SELECTED FINANCIAL INFORMATION CONCERNING THE DISTRICT	xii
SELECTED FINANCIAL INFORMATION CONCERNING THE IMPROVEMENT DISTRICT	xv
INTRODUCTION	1
THE BONDS	1
General	1
Interest	2
Redemption Provisions	2
Registration and Exchange	5
Limitations on Transfers	6
Book-Entry Only System	6
Sources of Payment	8
Defeasance	9
Annexation	10
Strategic Partnership Agreement	11
Consolidation	11
Authorization of the Bonds	11
Legal Ability of the Issuer to Issue Additional Debt	11
Legal Ability of the District to Issue Additional Debt	12
Events of Default	12
Remedies in Event of Default	13
Legal Investment and Eligibility to Secure Public Funds in Texas	15
USE OF PROCEEDS	15
Sources and Uses of Funds	15
RISK FACTORS	16
General	16
Factors Affecting Taxable Values and Tax Payments	17
Tax Collection Limitations	19
Special Assessment Limitations	19
Construction Risks and Facilities Costs	2-
Hazardous Substance	20
Regulation	20
Registered Owners' Remedies and Bankruptcy	20
Bankruptcy Limitation to Registered Owners' Rights	21
The Effect of the Financial Institutions Act of 1989 on Tax Collections of the District	21
Future Debt	22
Competitive Nature of Dallas-Fort Worth Residential Housing Market	22
Continuing Compliance with Certain Covenants	22
Future and Proposed Legislation	23
2017 Legislative Special Session	23
DISTRICT DEBT	23
General	23
Bonded Indebtedness	23
Estimated Direct and Overlapping Debt Statement for the District	25
Debt Service Requirements	26

TAX PROCEDURES 27
County-Wide Appraisal District 27
Exempt Property 27
Tax Abatement 28
Assessment and Levy 28
Agricultural, Open Space or Timberland Deferment 29
District and Taxpayer Remedies 30
Rollback of Operation and Maintenance Tax Rate 30
Collection 30
District's Rights in the Event of Tax Delinquencies 30
ASSESSMENT PROCEDURES 31
Levy of Special Assessments 31
Prepayment of Special Assessments 31
Priority of Lien 31
Covenant to Commence Foreclosure Proceedings 31
DISTRICT TAX DATA 32
Contract Tax 32
Maintenance Tax 32
Historical Values and Tax Collection History 32
Analysis of Tax Base 33
Exemptions 33
Principal Taxpayers 33
Tax Rate Calculations 34
Estimated Overlapping Taxes 34
THE ISSUER 35
THE DISTRICT 35
Authority 35
Description 36
Management of the District 36
THE IMPROVEMENT DISTRICT 37
Authorized Public Improvements 38
Assessment/Service Plan 38
Preparing Assessment Roll and Notices 39
Assessments, Hearing, Levy and Payment 39
Supplemental Assessments 39
Ownership of Authorized Improvements 39
Maintenance of Authorized Improvements 40
DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT 40
Development of the District 40
Community Facilities 40
Future Development 41
THE CASTLE HILLS PROJECT 41
Description 41
Status of Development 41
THE DEVELOPER 42
Role of the Developer 42
The Developer in the District 42
Developer Principals 43
Financing 44

THE SYSTEM 44
Regulation 44
Water and Sanitary Sewer System 45
Drainage Facilities 45
100-Year Flood Plain 45
PURCHASE OF THE BONDS 45
LEGAL MATTERS 46
Legal Opinions 46
No Arbitrage 46
No-Litigation Certificate 47
No Material Adverse Change 47
TAX EXEMPTION 47
SOURCES OF INFORMATION 49
General 49
Experts 49
Certification of Limited Offering Memorandum 49
Continuing Availability of Financial Information 50
FORWARD-LOOKING STATEMENT DISCLAIMER 50
CONTINUING DISCLOSURE OF INFORMATION 51
Annual Reports 51
Event Notices 51
Availability of Information 52
Limitations, Disclaimers and Amendments 52
Compliance with Prior Undertakings 53

APPENDIX A - AERIAL PHOTOGRAPH A-1
APPENDIX B - DEFINITIONS B-1
APPENDIX C - SUMMARY OF TRUST AGREEMENTS C-1
APPENDIX D - SUMMARY OF THE CONTRACTS D-1
APPENDIX E - FORM OF BOND COUNSEL OPINION E-1
APPENDIX F - DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016 F-1
APPENDIX G - FINANCIAL INFORMATION CONCERNING THE DEVELOPER G-1
APPENDIX H - FORM OF INVESTMENT LETTER H-1
APPENDIX I - FORM OF TRANSFEREE LETTER I-1

USE OF INFORMATION IN LIMITED OFFERING MEMORANDUM

General

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, this document constitutes an "official statement" of the Issuer with respect to the Bonds that has been deemed "final" by the Issuer as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

None of the Issuer, its Financial Advisor, the Purchaser (as defined herein) or the Placement Agent makes any representation regarding the information contained in this Limited Offering Memorandum regarding The Depository Trust Company, or its book-entry-only system, as such information has been furnished by the Depository Trust Company.

The cover page contains certain information for general reference only and is not intended as a summary of this offering. Investors should read the entire Limited Offering Memorandum, including all schedules and appendices attached hereto, to obtain information essential to making an informed investment decision.

THIS LIMITED OFFERING MEMORANDUM CONTAINS "FORWARD-LOOKING" STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS.

No dealer, broker, salesman or other person has been authorized by the Issuer or the Placement Agent to give any information or to make any representations other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Issuer or the Placement Agent.

This Limited Offering Memorandum does not constitute, and is not authorized by the Issuer for use in connection with, an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, orders, contracts, audits, engineering and other related reports set forth in this Limited Offering Memorandum are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from the Issuer.

This Limited Offering Memorandum contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the condition of the Issuer or other matters described herein since the date hereof. However, the Issuer has agreed to keep this Limited Offering Memorandum current by amendment or sticker to reflect material changes in the affairs of the Issuer, and to the extent that information

actually comes to its attention, the other matters described in this Limited Offering Memorandum, until delivery of the Bonds to the Purchasers thereof.

The Placement Agent has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Placement Agent does not guarantee the accuracy or completeness of such information.

THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THIS LIMITED OFFERING MEMORANDUM AND HAS NOT REVIEWED OR UNDERTAKEN TO VERIFY ANY INFORMATION CONTAINED HEREIN.

Securities Laws

No registration statement relating to the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The Issuer assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

MUNICIPAL BOND RATING

The Issuer has not applied for a municipal bond rating on the Bonds and it is not expected that an investment grade rating would have been obtained had such application been made.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

LIMITED OFFERING MEMORANDUM SUMMARY

The following summary of certain information contained herein is qualified in its entirety by the detailed information appearing elsewhere in this Limited Offering Memorandum. The reader should refer particularly to sections that are indicated for more detailed information.

THE BONDS

The Issuer	City of Lewisville, Denton County, Texas (the "Issuer" or the "City"), a home rule city existing under the Constitution and laws of the State of Texas. See "THE ISSUER."
The District	Denton County Fresh Water Supply District No. 1-H (the "District"), a political subdivision of the State of Texas and a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, located wholly within the extraterritorial jurisdiction of the Issuer, operating under Chapters 49 and 51, Texas Water Code, as amended, with certain rights, powers, privileges, authority, and functions derived from Chapter 53, Texas Water Code, as amended. See "THE DISTRICT."
The Improvement District	Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District"), a public improvement district under Chapter 372, Texas Local Government Code, all of which is located within the extraterritorial jurisdiction of the Issuer and all of which is also located within the boundaries of the District. See "THE IMPROVEMENT DISTRICT."
Description	City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") in the aggregate principal amount of $7,690,000* and City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds" and, with the Utility Bonds, the "Bonds"), in the aggregate principal amount of $15,310,000*, are dated July 1, 2017, and mature on September 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest on the Bonds accrues at the respective rates shown on the inside cover hereof from the date of initial delivery thereof to the Purchaser (as defined herein) and is payable on March 1, 2018 and on each September 1 and March 1 thereafter until maturity or prior redemption. The Bonds are issued pursuant to ordinances adopted by the City Council of the Issuer on July 17, 2017

* Preliminary; subject to change.

(collectively, the "Bond Ordinances") and two separate Master Trust Agreements, each dated as of August 1, 2014, and each as supplemented by First Supplemental Trust Agreements, dated as of August 1, 2014, and by Second Supplemental Trust Agreements, dated as of July 1, 2017 (collectively, the "Trust Agreements"), between the Issuer and Wilmington Trust, National Association in Dallas, Texas (the "Trustee," "Paying Agent/Registrar," or "Paying Agent").

Optional Redemption . . . . . The Bonds are subject to redemption prior to maturity, in whole or in part, at the option of the District, on September 1, 2022, and on any date thereafter, at the redemption prices set forth herein under "THE BONDS - Redemption Provisions - *Optional Redemption*, plus accrued interest to the date fixed for redemption. If fewer than all the Bonds are optionally redeemed at any time, the amounts to be redeemed shall be designated by the Issuer and the particular Bonds shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form). See "THE BONDS - Redemption Provisions - *Optional Redemption*."

Special Mandatory Redemption . . . . . Utility Bonds not exceeding $80,000* in principal amount and Road Bonds not exceeding $155,000* in principal amount are subject to special mandatory redemption prior to maturity on any date, at a price equal to the principal amount of the Bonds, or portions thereof, to be redeemed, plus accrued interest thereon, to the date fixed for redemption from Special Assessment Revenues resulting from prepayments of Special Assessments (credited pro rata among the Bonds, and any Additional Bonds (as defined herein) based upon respective amounts outstanding). The maturities and amounts of Bonds to be redeemed shall be designated by the Issuer and the particular Bonds shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Mandatory Sinking Fund Redemption . The Bonds are also subject to mandatory sinking fund redemption, by lot or other customary method of random selection designated by the Trustee, at a price equal to the principal amount thereof plus accrued interest to the date of redemption as described herein under "THE BONDS - Redemption Provisions - Mandatory Sinking Fund Redemption."

* Preliminary; subject to change.

Source of Payment	Principal of and interest on the Bonds are payable from (i) certain Contract Revenues (as defined herein) paid by the District pursuant to a 2008 Joint Utility Contract and a 2008 Joint Road Contract, each dated as of August 18, 2014, as amended by an Amended 2015 Joint Utility Contract and an Amended 2015 Joint Road Contract, each to be dated as of August 7, 2017 (collectively, the "Contracts"), among the Issuer, the District and Denton County Fresh Water Supply District No. 1-A ("District No. 1-A") and (ii) Special Assessment Revenues (as defined herein) collected by the Issuer from within the Improvement District. An amount, on a cumulative basis, not less than one percent (1%) of the original principal amount of the Bonds, together with interest thereon, is payable from Special Assessment Revenues and an amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, but in no event to exceed, on a cumulative basis, ninety-nine percent (99%) of the original principal amount of the Bonds is payable from Contract Revenues. Special Assessment Revenues are payable from Special Assessments (as defined in the Trust Agreements) levied by the Issuer within the Improvement District against benefitted property within the Improvement District, to the extent and upon the conditions described herein. Contract Revenues are payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied by the District upon all taxable property located within the District. **The Bonds are special revenue obligations of the Issuer and are not obligations of Denton County, Texas, the State of Texas or any political subdivision other than the Issuer and the District. The Bonds are not payable from any funds raised or to be raised by taxation by the Issuer or from any source of funds of the Issuer other than Contract Revenues and Special Assessment Revenues.** See "THE BONDS - Source of Payment," "TAX DATA - Tax Rate Calculations," and "RISK FACTORS - Maximum Impact on District Tax Rates."
Other Characteristics	The Bonds will be issued in fully registered form in the denomination of $25,000 and in integral multiples of $5,000 in excess thereof, and will be in book-entry-only form. See 'THE BONDS - Book-Entry-Only System."
Use of Proceeds	Proceeds of the sale of the Bonds will be used to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities, and street and roads, within the Improvement District and to pay the costs of issuance of the Bonds. See "PLAN OF FINANCING - Sources and Uses of Funds."

Outstanding Bonds and Payment Record	The Bonds constitute the third and fourth series of bonds issued by the Issuer pursuant to the Contracts. The Issuer previously issued City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project), in the original principal amount of $7,310,000, of which $7,070,000 is currently outstanding, and City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project), in the original principal amount of $1,200,000, all of which remains outstanding (collectively, the "Outstanding Bonds").
Municipal Bond Ratings	The Issuer has not applied for a municipal bond rating on the Bonds and it is not expected that an investment grade rating would have been obtained had such application been made.
Authorized but Unissued Bonds	The Issuer has the right in the Bond Ordinances and Trust Agreements to issue bonds, in addition to the Bonds, in the maximum amount of $104,490,000* (not including refunding bonds), consisting of $97,750,000* for utility purposes and $6,740,000* for road purposes pursuant to the Contracts (as defined herein). See "THE BONDS - Legal Ability of the Issuer to Issue Additional Debt."
Legal Opinion	Winstead PC, Dallas, Texas, Bond Counsel.

THE ISSUER

Description	The City of Lewisville, Texas (the "Issuer" or the "City") is a home rule city under the Constitution and laws of the State of Texas. The City, incorporated in 1925, is located in the southeastern portion of Denton County on Interstate Highway 35-E, 20 miles north of Dallas, 34 miles northeast of Fort Worth, 15 miles southeast of Denton and 8 miles north of Dallas-Fort Worth International Airport. See "THE ISSUER - Description" and "APPENDIX A - AERIAL PHOTOGRAPH."
Authority	The rights, powers, privileges, authority and functions of the Issuer are established by the Constitution and laws of the State of Texas pertaining to home rule municipal corporations and the Issuer's home rule charter.

* Preliminary; subject to change.

THE DISTRICT

Description	Denton County Fresh Water Supply District No. 1-H (the "District") is a political subdivision of the State of Texas and a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, containing approximately 386.44 acres, and located entirely within the extraterritorial jurisdiction of the Issuer.
Authority	The rights, powers, privileges, authority and functions of the District are established by the general law of the State of Texas, pertaining to water control and improvement districts, particularly, Chapters 49 and 51, Texas Water Code, as amended. In addition, certain reserved rights, powers, privileges, authority and functions of the District are derived from Chapter 53, Texas Water Code, as amended.
Development of the District	Land within the District is expected to be developed for commercial mixed-use projects, single-family projects and multi-family projects. Proceeds of the Bonds will be used to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities (the "Utility System") and certain streets and roads (the "Road System") (the Utility System and the Road System, collectively, the "System") to serve 423 multi-family units on approximately 21 acres with an additional 312 multi-family units to be constructed on 8 acres, a 515,000 square foot mixed-use project to be constructed on approximately 10 acres, and 292 single-family lots to be developed on 71 acres. After such construction, there will remain approximately 190 undeveloped but developable acres within the District. It is expected that approximately 140 acres of such undeveloped acres will be developed as multi-family, 50 acres will be developed for mixed-use projects, and an additional 5 acres will remain owned by Kroger Marketplace but developable in the future. The Developer is under no obligation to complete construction of the System if proceeds of the Bonds are insufficient for such purpose. See "RISK FACTORS - Construction Risks and Facilities Costs" and "THE SYSTEM - Status of Construction." Approximately 81 acres within the District are located within the easements, roads, parking, and power transmission and are not considered developable.

THE IMPROVEMENT DISTRICT

Description	Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District") is a public improvement district authorized under Chapter 372, Texas Local Government Code, containing approximately 386.44 acres.

The Improvement District is located wholly within the extraterritorial jurisdiction of the Issuer and within the boundaries of the District.

Authority . . . . . The Improvement District is a public improvement district of the Issuer under the provisions of Chapter 372, Texas Local Government Code.

THE CASTLE HILLS PROJECT

Description . . . . . The District is part of the master planned community known as Castle Hills (the "Castle Hills Project"). Castle Hills Project is a development of Bright Realty, LLC ("Bright Realty"). See "THE DEVELOPER" below. Castle Hills Project consists of approximately 2,400 acres of land, approximately 386.44 acres of which are located within the District, approximately 1.659 acres which are located within the boundaries of District No. 1-A, 309.2 acres of which are located within District No. 1-B, 261.4 acres of which are located within District No. 1-C, approximately 490.69 acres of which are located within District No. 1-D, approximately 259.46 acres of which are located within the boundaries of District No. 1-E, approximately 259.46 acres are located within the boundaries of District No. 1-F, and 307.074 acres of which are located within District No. 1-G. According to the Developer, the ultimate land use within the Castle Hills Project is currently projected as follows: approximately 1,526 acres will be subdivided into approximately 4,300 single family lots, approximately 455 acres will be used for the development of commercial mixed-use projects, approximately 207 acres will be developed as multi-family communities, and approximately 212 acres have been developed as an 18 hole golf course and country club known as The Lakes at Castle Hills. Swimming and tennis facilities, drainage, easements, streets rights-of-way, utility easements, open space, lakes, parks and greenbelts are included in the single-family acreage.

Status of Development . . . . . As of March 31, 2017, a total of 3,940 lots on approximately 1,260 acres had been developed within the Castle Hills Project, with 72 lots under development on approximately 12 acres. 3,466 homes were occupied, and 106 homes were under construction or permitted for construction. Also completed are 210 acres of commercial development, 212 acres for the 18-hole golf course and country club (The Lakes at Castle Hills), with swimming and tennis facilities and 67 acres of multifamily development. Approximately 10 acres for commercial development, 8 acres for multi-family development, and 71 acres for single-family development are to be constructed on, while approximately 235 acres are available for commercial development and 140 acres are available for

multifamily development. All of the current development within the Castle Hills Project has occurred within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and the District.

THE DEVELOPER

General . . . . . The developer of land within the District has been Bright Realty, which is owned by certain members of the family of the late H.R. ("Bum") Bright and trusts for the benefit of such family members. Bright Realty is acquiring land in the District from a related company, BRECO Lands CH, LLC ("BRECO Lands"), as dictated by development needs. Bright Realty and BRECO Lands are collectively referred to herein as the "Developer." See "THE DEVELOPER."

RISK FACTORS

THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS AS SET FORTH IN THIS LIMITED OFFERING MEMORANDUM. PROSPECTIVE PURCHASERS SHOULD CAREFULLY EXAMINE THE ENTIRE LIMITED OFFERING MEMORANDUM BEFORE MAKING THEIR INVESTMENT DECISIONS, ESPECIALLY THE PORTION OF THE LIMITED OFFERING MEMORANDUM ENTITLED "RISK FACTORS."

SELECTED FINANCIAL INFORMATION
CONCERNING THE DISTRICT
(Unaudited)

2016 Assessed Valuation	$ 97,906,911	(a)
2017 Preliminary Assessed Valuation	$131,426,081	(b)
Direct Debt: The Outstanding Bonds	$8,270,000	
The Utility Bonds	7,690,000*	
The Road Bonds	15,310,000*	
Total	$31,270,000	
Estimated Overlapping Debt	$2,488,702	(c)
Direct and Estimated Overlapping Debt	$33,758,702	(d)
Ratio of Direct Debt to: 2016 Assessed Valuation	31.94%	
2017 Preliminary Assessed Valuation	23.79%	
Ratio of Direct and Estimated Overlapping Debt to:		
2016 Assessed Valuation	34.48%	
2017 Preliminary Assessed Valuation	25.69%	
Utility Interest and Sinking Fund Balance	$ 0	(e)
Road Interest and Sinking Fund Balance	$ 0	(e)
Utility Debt Service Reserve Fund Balance	$716,759	(f)
Road Debt Service Reserve Fund Balance	$120,029	(f)
2016 Tax Rate per $100 of Assessed Valuation	$ 1.00	(g)
Contract Tax $0.8521		
Maintenance Tax $0.1479		
Average Annual Debt Service Requirements of the Outstanding Bonds and the Bonds (2017-2037)	$2,615,115	
Maximum Annual Debt Service Requirements of the Outstanding Bonds and the Bonds (2033)	$2,784,225	
Tax Rate per $100 of Assessed Valuation within the District required to pay Average Annual Debt Service Requirements at 95% tax collections Based Upon:		
2016 Assessed Valuation	$2.82	
2017 Preliminary Assessed Valuation	$2.10	
Tax Rate per $100 of Assessed Valuation with the District required to pay Maximum Annual Debt Service Requirements at 95% tax collections Based Upon:		
2016 Assessed Valuation	$3.00	
2017 Preliminary Assessed Valuation	$2.23	

* Preliminary; subject to change.

(a) Provided by the Denton County Appraisal District (the "Appraisal District"), this amount is the certified value of all taxable property located within the District as of January 1, 2016. This amount constitutes the District's 2016 tax roll. See "TAXING PROCEDURES" and "RISK FACTORS - Factors Affecting Taxable Values and Payments."

(b) Provided by the Appraisal District for informational purposes only, this amount is an estimate of the value of all taxable property located within the District as of January 1, 2017, and includes an estimate of values resulting from the construction of taxable improvements from January 1, 2016, through December 31, 2016. The ultimate assessed valuation of such additions to the District's tax roll resulting from development and construction activity from January 1, 2016, through December 31, 2016, may vary significantly from this estimate when the Appraisal Review Board certifies the valuation of District property for the purpose of determining the District's 2017 tax roll, which will be based on the valuation of District property as of January 1, 2017.

(c) See "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement of the District."

(d) As is described in this Limited Offering Memorandum under the caption "TAX DATA - Estimated Overlapping Taxes," the aggregate of the tax levies of all units of government which levy taxes against the property located within the District in 2016, plus the 2016 levy by the District of $1.00 per $100 of assessed valuation, is $2.6684 per $100 of Assessed Valuation. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments."

(e) Neither the Bond Ordinances, the Trust Agreements, nor Texas law requires that any particular amount be maintained in the Interest and Sinking Fund at any time.

(f) As of March 31, 2017, and includes funds in the Collection Fund to be transferred to the Interest and Sinking Fund.

(g) After issuance of the Bonds. Amounts represents an amount equal to maximum annual debt service on the Bonds contributed by the Developer (as defined herein). See "THE BONDS - Source of Payment - Debt Service Reserve Fund."

(h) The District expects to levy a tax of $1.00 per $100 of assessed valuation during the year 2017 to pay its obligations under the Contracts. As indicated herein, a tax rate of $1.00 is insufficient to pay either the Average Annual or the Maximum Annual Debt Service Requirements of the Bonds based upon the 2016 Assessed Valuation or based upon the 2017 Preliminary Assessed Valuation. In order for a $1.00 tax rate to be sufficient to pay the Average Annual Debt Service Requirement and the Maximum Annual Debt Service Requirement, assessed values in the District would have to increase to approximately $275,275,242 and $293,076,316, respectively.

SELECTED FINANCIAL INFORMATION
CONCERNING THE IMPROVEMENT DISTRICT

Special Assessment Roll

Description	No. of Acres	Special Assessments per Acre	Total Assessments
Commercial			
Lot Type A Multifamily/Commercial	386.3747	$1,553/acre	$600,000

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

* Preliminary; subject to change.

LIMITED OFFERING MEMORANDUM

$7,690,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT UTILITY SYSTEM BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

$15,310,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT ROAD SYSTEM BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

INTRODUCTION

This Limited Offering Memorandum provides certain information with respect to the issuance by the City of Lewisville, Texas (the "Issuer"), of its Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") and its Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds" and, with the Utility Bonds the "Bonds").

There follows in this Limited Offering Memorandum descriptions of the Bonds and certain information about the Issuer, Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District") and Denton County Fresh Water Supply District No. 1-H (the "District"). All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from Winstead PC, 2728 N. Harwood Street, Dallas, Texas 75201, upon request and payment of the costs of duplication therefor. Certain capitalized terms used in this Limited Offering Memorandum have the same meanings assigned to such terms in the Bond Ordinances (hereinafter defined) and the Trust Agreements (hereinafter defined), except as otherwise indicated herein.

THE BONDS

General

The following is a description of certain terms and conditions of the Bonds, which description is qualified in its entirety by reference to the ordinances of the City Council (the "Governing Body") of the Issuer authorizing the issuance of the Bonds (collectively, the "Bond Ordinances") and two separate Master Trust Agreements, each dated as of August 1, 2014, and each as supplemented by First Supplemental Trust Agreements, dated as of August 1, 2014, and Second Supplemental Trust Agreements, dated as of July 1, 2017 (collectively, the "Trust Agreements") between the Issuer and Wilmington Trust, National Association, in Dallas, Texas (the "Trustee"). The Bond Ordinances and Trust Agreements authorize the issuance and sale of the Bonds and prescribe the terms, conditions and provisions for the payment of the principal of and interest on the Bonds by the Issuer.

The Bonds are dated July 1, 2017, and will mature on September 1 in each of the years and in the amounts set forth on the inside cover hereof. The Bonds will be issued as fully registered bonds in the denomination of $25,000 and integral multiples of $5,000 in excess thereof. Principal of the Bonds will be payable to the Registered Owners at maturity or earlier redemption upon presentation of Bonds at the principal corporate trust office of the Trustee as paying agent/registrar (the "Paying Agent/Registrar," "Paying Agent," or "Registrar"). The Bonds are subject to optional, special mandatory, and mandatory sinking fund redemption as described below under "Redemption Provisions."

* Preliminary; subject to change.

The Bonds constitute the third and fourth series of Bonds issued by the Issuer pursuant to the Contracts (hereinafter defined). Proceeds of the Bonds will be used to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities, and streets and roads within the Improvement District, and pay the costs of issuance of the Bonds.

The Bonds will be issued in fully registered form and will be registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Individual purchases in authorized denominations will be made only through the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC participants. The purchasers of the Bonds will not receive certificates representing their interest in the Bonds. Ownership interest in the Bonds will be shown on, and transfer of the Bonds will be effected only through, records maintained by DTC and its participants. Payments of the principal of and interest on the Bonds are required to be made to owners by DTC through its participants. See "Book-Entry Only."

For so long as DTC is the securities depository for the Bonds, then "Owner" or "Registered Owner" shall refer solely to DTC. In the event that DTC is no longer the securities depository for the Bonds, the term "Owner" or "Registered Owner" shall refer to a successor securities depository or the Owners of the Bonds which are shown as Registered Owners on the registration books of the Paying Agent/Registrar.

Interest

Interest on the Bonds will accrue from the date of delivery to the Placement Agent (as defined herein) at the respective rates per annum set forth on the inside cover hereof. Interest on the Bonds is payable on March 1, 2018, and on each September 1 and March 1 thereafter until maturity or prior redemption.

Interest is calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on each Bond shall be payable by check payable on the interest payment date, mailed by the Paying Agent/Registrar on or before each interest payment date to the Registered Owner of record as of the Record Date to the address of such Registered Owner as shown on the bond registration books (the "Register") kept by the Paying Agent/Registrar, or by other such customary banking arrangements as may be acceptable to the Paying Agent/Registrar and the Registered Owner at the expense and risk of the Registered Owner.

If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which the Paying Agent/Registrar is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions in Dallas, Texas are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

Redemption Provisions

Optional Redemption

The Bonds are subject to redemption and payment prior to their scheduled maturities at the option of the Issuer, in whole or in part, on September 1, 2022, and on any date thereafter, at the redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), plus accrued interest to the date of redemption, from funds transferred from the Collection Fund (as defined in the Bond Ordinance) or from other available money provided by the Issuer as set forth below:

Redemption Date	Redemption Prices
September 1, 2022 through August 31, 2023	103%
September 1, 2023 through August 31, 2024	102½%
September 1, 2024 through August 31, 2025	102%
September 1, 2025 through August 31, 2026	101½%
September 1, 2026 through August 31, 2027	101%
September 1, 2027 and thereafter	100%

If fewer than all of the Bonds are optionally redeemed at any time, the amounts of Bonds to be redeemed shall be designated by the Issuer and the particular Bonds within a maturity shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Special Mandatory Redemption

Utility Bonds not exceeding $80,000* in principal amount and Road Bonds not exceeding $155,000* in principal amount are subject to special mandatory redemption prior to maturity, on any date, at a price equal to the principal amount of the Bonds, or portions thereof, to be redeemed, plus accrued interest thereon, to the date fixed for redemption from Special Assessment Revenues resulting from Prepayments of Special Assessments, when such Prepayments have accumulated in the Special Assessments Prepayment Fund in an amount sufficient to redeem $80,000* in principal amount in Utility Bonds, or $155,000* in principal amount of Road Bonds, as applicable, plus accrued interest thereon, and such funds have been transferred to the applicable account of Redemption Fund. The maturities and amounts of Bonds to be so redeemed shall be designated by the Issuer and the particular Bonds within a maturity shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Mandatory Sinking Fund Redemption

The Bonds are subject to mandatory sinking fund redemption by the Issuer prior to their scheduled maturities, by lot or other customary method of random selection designated by the Trustee, on the dates and in the amounts set forth below at a redemption price equal to the principal amount redeemed plus accrued interest to the redemption date:

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

* Preliminary; subject to change.

UTILITY BONDS*

Year (September 1)	Principal Amount	Year (September 1)	Principal Amount
2019	$120,000	2029	$ 320,000
2020	125,000	2030	340,000
2021	130,000	2031	365,000
2022	140,000	2032	385,000
2023	155,000	2033	410,000
2024	160,000	2034	435,000
2025	270,000	2035	1,085,000
2026	280,000	2036	1,155,000
2027	290,000	2037[1]	1,220,000
2028	305,000		

ROAD BONDS*

Year (September 1)	Principal Amount	Year (September 1)	Principal Amount
2019	$485,000	2029	$ 765,000
2020	515,000	2030	810,000
2021	550,000	2031	855,000
2022	580,000	2032	910,000
2023	615,000	2033	965,000
2024	650,000	2034	1,020,000
2025	590,000	2035	1,245,000
2026	635,000	2036	1,320,000
2027	680,000	2037[1]	1,400,000
2028	720,000		

[1] Maturity

The particular Bonds to be so redeemed shall be selected by lot or other customary method of random selection. However, if during any period in which ownership of the Bonds is determined only by a book-entry-only system at a securities depository, if fewer than all of the Bonds are to be redeemed, the particular Bonds shall be selected in accordance with arrangement between the Issuer and the securities depository. The principal amounts shown above are subject to reduction, at the option and direction of the Issuer, by the amount of (i) any prior optional redemption of Bonds of such series at a redemption price of par plus accrued interest to the date fixed for redemption or (ii) any Bonds of such series and maturity acquired by the Issuer prior to maturity and delivered to the Trustee for cancellation and application.

* Preliminary; subject to change.

Notice of Redemption

Notice of any redemption shall be given at least thirty (30) days and no more than sixty (60) days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owners of the Bonds to be redeemed in whole or in part at the address shown on the Register.

Any notice mailed as provided in the Trust Agreements shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the redemption date, due provision shall be made with the Trustee for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest thereon to the redemption date. When such Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds, or portions thereof, shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for redemption, and the right of the owners to collect interest on such Bonds or portions thereof which would otherwise accrue after the redemption date shall be terminated.

The Issuer reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Issuer retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Issuer delivers a certificate of the Issuer to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the Issuer to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Partial Redemption

If a portion of a Bond is to be redeemed, such portion may be redeemed, but only in integral multiples of $5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount of the unredeemed portion of the Bond so surrendered.

Registration and Exchange

The Trust Agreements provide that, so long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Trust Agreements.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar and, if applicable, compliance with the limitations set forth in "Limitations on Transfers" below. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) business days after such presentation, a new Bond or Bonds,

registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds are exchangeable upon presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas, for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond during the fifteen (15) day period next preceding any interest payment date. The Issuer or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Issuer.

See "Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Limitations on Transfers

The Bonds are transferable only to Accredited Investors (within the meaning of Rule 501 of Regulation D under the Securities Act of 1933 (the "Securities Act")) and/or Qualified Institutional Buyers (within the meaning of Rule 144A under the Securities Act) upon delivery of an executed Transferee Letter in the form set forth in APPENDIX I hereto, provided, however, that:

(1) At any time on and after the date on which the Assessed Value within the District first equals or exceeds $310,000,000, the Bonds shall be transferable to Accredited Investors and/or Qualified Institutional Buyers without delivery of a Transferee Letter; and

(2) At any time on and after the date on which the Bonds or any other bonds issued by the Issuer for the Improvement District first receive an Investment Grade Rating, then the Bonds shall be transferable to any transferee without delivery of a Transferee Letter.

Book-Entry Only System

This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The Issuer, the District, the Financial Advisor, and the Placement Agent believe the source of such information to be reliable, but none of the Issuer, the District, the Financial Advisor, nor the Placement Agent takes any responsibility for the accuracy or completeness thereof.

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

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership

nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

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

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

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

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

the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

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

Payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Paying Agent/Registrar, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Sources of Payment

The Bonds, when issued and delivered, are valid and legally binding special revenue obligations of the Issuer, with an amount not less than one percent (1%) of the original principal amount of the Bonds, together with interest thereon, being payable, together with the Outstanding Bonds, from and secured by a pledge of and lien on certain Special Assessment Revenues and with an amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, but in no event to exceed, on a cumulative basis, ninety-nine percent (99%) of the original principal amount of the Bonds, together with interest thereon, being payable, from certain Contract Revenues to be paid by the District pursuant to a 2008 Joint Utility Contract and a 2008 Joint Road Contract, each dated as of August 18, 2014, as amended by an Amended 2015 Joint Utility Contract and an Amended 2015 Joint Road Contract, each to be dated as of August 7, 2017 (collectively, the "Contracts") among the Issuer, the District and District No. 1-A. See "APPENDIX D - SUMMARY OF THE CONTRACTS."

- Special Assessment Revenues -

Special Assessment Revenues are to be derived from Special Assessments levied by the Issuer against benefitted property within the Improvement District pursuant to an Assessment/Service Plan adopted by the Issuer pursuant to Section 372, Texas Local Government Code, including updates thereto approved by the Issuer. See "ASSESSMENT PROCEDURES." Such Special Assessments are payable pursuant to the assessment ordinance (the "Assessment Ordinance") adopted by the Issuer for the Improvement District. Special Assessment Revenues are to be collected in an amount sufficient to pay an amount not less than one percent (1%) of the original principal amount of the Bonds, together with interest thereon, when due.

- Contract Revenues -

Contract Revenues are payable from the levy by the District of ad valorem taxes, without legal limitation as to rate or amount on all taxable property within the District, to pay the principal and the interest on the Bonds and such additional bonds of the Issuer as may hereafter be issued pursuant to the terms of the Contracts. The Trust Agreements create an Interest and Sinking Fund and create a Series 2017 Utility Bonds Interest and Sinking Fund Account and a Series 2017 Road Bonds Interest and Sinking Fund Account therein, and the proceeds from all taxes levied, assessed and collected for and on account of the Contract Revenues shall be deposited in such Fund to pay debt service on the Utility Bonds and the Road Bonds, respectively. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants to levy and annually assess and collect in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District, sufficient to pay an amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, that is not paid from Special Assessment Revenues, but in no event to exceed, on a cumulative basis, ninety-nine percent (99%) of the original principal amount of the Bonds, together with interest thereon, when due.

The Contracts provide that the District shall, prior to setting its tax rate each year, calculate the total amount of the payments to be made by the Issuer pursuant to the Bonds, after the application of the available reserves established with the proceeds of such Bonds and any Special Assessment Revenues, and shall establish a tax rate on all taxable property within its boundaries which, if 95% of such taxes are collected in a timely fashion, would be sufficient to make the annual payment of Contract Revenues to the Issuer. See "APPENDIX D - SUMMARY OF THE CONTRACTS."

- Debt Service Reserve Funds -

The Trust Agreements create Debt Service Reserve Funds and create a Series 2017 Utility Bond Debt Service Reserve Fund Account and a Series 2017 Road Bonds Debt Service Reserve Fund account. The Trust Agreements require such Debt Service Reserve Funds to be in an amount (the "Debt Service Reserve Amount"), equal to the lesser of (i) ten percent (10%) of the principal amount of the applicable series of the Bonds, (ii) the maximum annual debt service on the applicable series of Bonds, and (iii) 125% of the average annual debt service requirements on the applicable series of Bonds. Out of funds advanced by the Developer (hereinafter defined) on the Closing Date for the Bonds, an amount equal to maximum annual debt service on the Utility Bonds and ten percent (10%) of the principal amount of the Road Bonds, respectively, will be deposited into the applicable Debt Service Reserve Fund.

The Debt Service Reserve Funds are to be used solely (i) to pay principal of and interest on the applicable series of Bonds in the event and to the extent that funds on deposit in the applicable Interest and Sinking Fund are insufficient for such purpose and (ii) to the extent of funds available therein, to pay the last maturity or maturities of the Bonds. The District is required to replenish any deficiencies in the Debt Service Reserve Funds resulting from a withdrawal therefrom in twelve consecutive equal monthly installments. Any deficiency in the Debt Service Reserve Funds resulting from a determination that the value of the Authorized Investments credited to the applicable Debt Service Reserve Fund is less than the Debt Service Reserve Amount, must also be replenished in twelve consecutive equal monthly installments.

Defeasance

The Issuer may defease the provisions of the Bond Ordinances and the Trust Agreements and discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal and interest thereon in the manner provided by Section 1207.062, Texas Government Code, as amended. Under Section 1207.062, such

discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) for obligations of the Issuer payable from the Contracts, or with a commercial bank or trust company designated in the proceedings authorizing such discharge, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The foregoing obligations may be in book entry form, and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds. If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Bond Ordinances and Trust Agreements.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the defeasance securites. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the Issuer to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the Issuer: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because neither the Bond Ordinances nor the Trust Agreements contractually limits such investments, owners of the Bonds may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

Annexation

Under existing Texas law, since the District lies wholly within the extraterritorial jurisdiction of the Issuer, the District may be annexed by the Issuer without the District's consent, subject to compliance by the Issuer with various requirements of Chapter 43 of the Texas Local Government Code, as amended. If the District is annexed, the Issuer must assume the District's assets and obligations (including the Contracts) and abolish the District within 90 days of the date of annexation except as provided under "Strategic Partnership Agreement" below. Annexation of territory by the Issuer is a policy-making matter within the discretion of the Mayor and City Council of the Issuer, and therefore, the District and the Issuer make no representation that the Issuer will ever annex the District and assume its debt. Moreover, no representation is made concerning the ability of the

Issuer to make Contract Payments to pay debt service on the Bonds should annexation occur. Under the terms of the SPA (as herein defined) between the District and the Issuer, however, the Issuer has agreed not to annex the District for full purposes (a traditional municipal annexation) for at least ten (10) years from the date of execution of the SPA. See "Strategic Partnership Agreement" below.

Strategic Partnership Agreement

In June, 2009, the District, together with District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, and District No. 1-G, entered into a Strategic Partnership Agreement with the City as authorized by Texas Local Government Code, Chapter 43 (the "SPA"). The SPA provides for a "limited purpose annexation" of that portion of the District developed for retail and commercial purposes for purposes of applying the City sales tax. The portion of the District consisting of residential development is not subject to the SPA. The SPA also provides that the City will not annex the District for "full purposes" (a traditional municipal annexation) for the ten (10)-year term of the SPA.

As a result of the SPA, the City is authorized to impose a one percent (1%) retail City sales tax within the portion of the District included in the limited purpose annexation. Pursuant to the SPA, the City pays to the District through District No. 1-A, an amount, if any, over and above an amount retained by the City for its cost to provide public safety services to the District, equal to one-half of all retail sales tax revenues within such area of the District and received by the City from the Texas Comptroller of Public Accounts (herein defined as the "Sales Tax Revenue"). The SPA requires that amounts received by the District under the SPA be used first to reimburse any developer for any outstanding maintenance and operating advances. Thereafter, the District is authorized to use the Sales Tax Revenue generated pursuant to the SPA for any lawful purpose.

None of the Sales Tax Revenue is pledged toward the payment of principal and interest on the Bonds and none is expected to be used for such purpose.

Consolidation

The District has the legal authority to consolidate with any other districts and, in connection therewith, to provide for the consolidation of its assets (such as cash and the utility system) and liabilities (such as its obligations under the Contracts), with the assets and liabilities of districts with which it is consolidating. Although no consolidation is presently contemplated by the District, no representation is made concerning the likelihood of consolidation in the future.

Authorization of the Bonds

The Bonds are issued pursuant to the authority of the Bond Ordinances, the Trust Agreements, and Chapter 372 of the Texas Local Government Code, as amended. The Contracts have been entered into in accordance with Chapters 49, 51, and, for limited purposes, 53, Texas Water Code, as amended. The Contracts were approved at elections held within the District on November 4, 2008 and November 3, 2015, by a vote of 1 "For" to 0 "Against" and 2 "For" to 0 "Against," respectively. See "THE BONDS - Legal Ability of the Issuer to Issue Additional Debt" and "Legal Ability of the District to Issue Additional Debt."

Legal Ability of the Issuer to Issue Additional Debt

The Issuer has the right in the Bond Ordinances and the Trust Agreements to issue bonds in addition to the Bonds ("Additional Bonds") pursuant to the Contracts, in the maximum aggregate amount of $104,490,000* (not including refunding bonds), consisting of $97,750,000* for utility purposes and $6,740,000* for road purposes pursuant to the Contracts. Additional Bonds may be issued only to the extent that Special Assessments (including unpaid Special Assessments and Prepayments of Special Assessments then on deposit in the Debt Service Reserve Funds) are pledged to the payment of such Additional Bonds and the total of (i) Special Assessment

* Preliminary; subject to change.

Revenues pledged to the payment of such Additional Bonds and (ii) Special Assessment Revenues theretofore deposited into the Debt Service Reserve Funds of the Trust Agreements are at least equal to 1% of the original principal of such Additional Bonds, together with interest thereon. Further, the Issuer will not issue any Additional Bonds pursuant to the Contracts unless the Assessed Value within the District is at least 3.5 times the sum of the then Outstanding Bonds, any Outstanding Additional Bonds, and the proposed Additional Bonds after deducting any amounts on deposit in the Debt Service Reserve Fund with respect to the Outstanding Bonds and any Outstanding Additional Bonds, and any amounts to be deposited to a Debt Service Reserve Fund out of proceeds of the proposed Additional Bonds. Additional Bonds may also be issued in such amounts as are necessary for the refunding of any outstanding obligations issued pursuant to the Contracts. Such Additional Bonds may be issued with the approval of the governing body of the Issuer, but without the necessity of authorization by the voters within the Issuer or further authorization by voters within the District.

The Issuer also has the right to issue such bonds, notes or other obligations as are authorized to be issued by municipal corporations by and subject to the requirements of, the provisions of the constitution and laws of the State of Texas applicable to municipal corporations. Any such obligations issued by the Issuer other than pursuant to the Contracts will be payable from sources other than the Contract Revenues.

Legal Ability of the District to Issue Additional Debt

In addition to the Bonds and any Additional Bonds issued pursuant to the Contracts, the District has the right to issue such unlimited tax bonds as may be hereafter approved by the voters of the District. The District also has the right to issue revenue bonds, revenue notes, bond anticipation notes and tax anticipation notes without voter approval. In addition, the District has the right to enter into other contracts similar to the Contracts and to pledge its taxing power to secure any payments the District is required to make under such a contract, provided the provisions of the contract are approved by the voters of the District. The District further has the right, without further voter approval, to issue bonds to refund outstanding bonds of the District.

The District is also authorized by law to engage in fire-fighting activities and is authorized to issue bonds payable from District ad valorem taxes for such purpose. Before the District may issue bonds for fire-fighting activities payable from District ad valorem taxes, the following actions would be required: (1) authorization of a detailed master plan and bonds for such purpose by the qualified voters in the District; (2) approval of the master plan and bonds by the Texas Commission on Environmental Quality (the "TCEQ"); and (3) approval of bonds by the Attorney General of Texas. The Board of Directors of the District has not considered calling an election at this time for such purposes.

Notwithstanding the foregoing, the District has agreed in its resolution approving the issuance of the Bonds that it will not issue any bonds payable from ad valorem taxes unless the Assessed Value within the District is at least 3.5 times the sum of the then outstanding bonds payable from ad valorem taxes, and the proposed additional bonds after deducting any amounts on deposit in any debt service reserve fund with respect to any outstanding bonds and any amounts to be deposited to any debt service reserve fund out of proceeds of the proposed additional bonds. The term "Assessed Value" shall be defined as follows: as determined by the Denton Central Appraisal District, the greater of (I) the total assessed valuation certified by the Appraisal District or (ii) the most recent preliminary total assessed valuation certified by the Appraisal District.

If additional debt obligations are issued in the future by the District, such issuance may increase gross debt/property valuation ratios and might adversely affect the investment security of the Bonds. See "RISK FACTORS - Future Debt."

Events of Default

The Trust Agreements define each of the following to be an "Event of Default":

(a) if default occurs in the timely payment of a Principal Installment (whether mandatory prepayment amount or the principal amount due at maturity) of any of the Bonds of a series; or

(b) if default occurs in the timely payment of any installment of interest or premium, if any, on any of the respective series of Bonds of a series; or

(c) the Bankruptcy or Insolvency of the Issuer; or

(d) if the Issuer shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the respective series of Bonds or in the respective Bond Ordinances or Trust Agreements, other than as specified in (a), (b), or (c) above, on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of not less than ten percent (10%) in principal amount of the respective series of Bonds then outstanding; or

(e) if the Issuer or the District shall default in the due and prompt performance of any of the covenants, conditions, agreements and provisions contained in the respective Contract on the part of the Issuer or the District, as the case may be, to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given by the Trustee, which notice the Trustee may give in its discretion.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, the Trustee may proceed, and upon the written request of the Registered Owners of not less than fifty-one percent (51%) in principal amount of the Bonds and any Additional Bonds then Outstanding shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under the Act and under the applicable Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained in the applicable Trust Agreement or in aid or execution of any power granted in the applicable Trust Agreement or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under a Trust Agreement the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Issuer for Principal Installments, interest or otherwise under any of the provisions of the Trust Agreements or of the Bonds and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings therewith and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Owners of the Bonds, and to recover and enforce judgment or decree against the Issuer, but solely as provided in the Trust Agreements and in such Bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from Contract Payments and Special Assessment Revenues or other moneys available for such purposes) specifically permitted by the Trust Agreements) in any manner provided by law, the moneys adjudged or decreed to be payable from said sources.

In enforcing the rights of the Registered Owners under the Trust Agreements, the Trustee may sue for specific performance or may mandamus the Issuer to enforce its rights under the Contracts. Under the Contracts, the District has covenanted to levy and collect a tax, without legal limit as to rate or amount, on all taxable property within the District, sufficient to make all payments on the Bonds (after deducting Special Assessment Revenues).

Such covenant may be enforced by mandamus by the Issuer or the Trustee to require the District to levy a sufficient tax or to exercise the District's remedies to enforce payment of such tax, including foreclosure. See "TAX PROCEDURES - District's Rights in the Event of Tax Deliniquencies."

The Registered Owners of not less than a majority in principal amount of the applicable series of Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial actions to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of the Trust Agreements and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Registered Owners of the Bonds not parties to such direction.

No Registered Owners of any of the Bonds then Outstanding shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the execution of any trust hereunder or the protection or enforcement of any right under the Trust Agreements or the Bond Ordinances, or any right under the act or the laws of Texas, excepting only an action for the recovery of overdue and unpaid principal installments, interest or redemption premium, unless such Registered Owner previously shall have given to the Trustee written notice of the event of default or breach of trust or duty on account of which such suit or action is to be taken, and unless the Registered Owners of not less than twenty percent (20%) in principal amount of the applicable series of Bonds and any Additional Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the laws of Texas, or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

Notwithstanding the foregoing, if an Event of Default shall have occurred and be continuing, the Series 2017 Road Bonds Bondholder Representative or the Series 2017 Utility Bonds Bondholder Representative, as applicable, in its sole discretion as evidenced by written notice delivered to the Trustee, may (but shall not be required to), (i) in lieu of the Trustee, exercise such one or more of the rights and powers conferred on the Trustee; and (ii) such rights and powers granted to Issuer under the Trust Agreement, and such rights of the Owners under the Trust Agreement, either by a suit or suits in equity or in law for the enforcement of any appropriate equitable or legal remedy the applicable Bondholder Representative shall deem most expedient in the interest of the Owners.

Any delay or omission to exercise any right or power occurring upon any default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

There is no acceleration of maturity of the Bonds in the event of default. Consequently, the remedy of specific performance is a remedy which may have to be relied upon from year to year by the Registered Owners. Based on recent Texas court decisions, it is unclear whether certain legislation effectively waives governmental immunity of governmental entities for suits for money damages. Even if the Registered Owners could obtain a judgment against the Issuer, such judgment could not be enforced by levy and execution against the Issuer's property or the District's property or the property subject to assessment. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District or the Improvement District, as the case may be, in order to pay the principal of and interest on the Bonds. Certain traditional legal remedies also may not be available.

The enforceability of the rights and remedies of the Registered Owners may be further limited by federal bankruptcy laws related to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer and the District. Specifically, the Issuer or the District may voluntarily file a petition for protection from creditors under the federal bankruptcy laws. During the pendency of the bankruptcy proceedings the remedy for mandamus would not be available to the Registered Owners unless authorized by a federal bankruptcy judge. Additionally, the right of the District to seek judicial foreclosure of any tax lien or special assessment lien upon property within such District may be stayed. See "RISK FACTORS - Bankruptcy Limitation to Registered Owners' Rights."

Legal Investment and Eligibility to Secure Public Funds in Texas

Chapter 372, Texas Local Government Code, as amended, pursuant to which the Bonds are issued, provides as follows:

(a) Bonds issued under this subchapter are legal and authorized investments for:

(1) banks, trust companies, and savings and loan associations;

(2) all insurance companies;

(3) fiduciaries, trustees, and guardians; and

(4) interest funds, sinking funds, and other public funds of the state or of an agency, subdivision, or instrumentality of the state, including a county, municipality, school district, or other district, public agency or body politic.

(b) Bonds issued under this subchapter may be security for deposits of public funds of the state or of an agency, subdivision, or instrumentality of the state, including a county, municipality, school district, or other district, public agency or body politic, to the extent of the market value of the Bonds, if accompanied by any appurtenant unmatured interest coupons.

The Issuer makes no representation that the Bonds will be acceptable to banks, savings and loan associations or public entities for investment purposes or to secure deposits of public funds. The Issuer has made no investigation of other laws, regulations or investment criteria which might apply to or otherwise limit the availability of the Bonds for investment or collateral purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the acceptability of the Bonds for investment or collateral purposes.

USE OF PROCEEDS*

Sources and Uses of Funds

UTILITY BONDS

The proceeds from the sale of the Utility Bonds will be applied as follows:

Sources of Funds

Principal Amount of Bonds	$7,690,000.00
Total Sources of Funds	$7,690,000.00

* Preliminary; subject to change.

Uses of Funds

Utility Improvement Fund	$6,168,000.00
Utility Debt Service Reserve Fund	769,000.00
Issuance Costs	438,338.71
Deposit to Capitalized Interest Fund	314,661.29
Total Uses of Funds	$7,690,000.00

ROAD BONDS

The proceeds from the sale of the Road Bonds will be applied as follows:

Sources of Funds

Principal Amount of Bonds	$15,310,000.00
Total Sources of Funds	$15,310,000.00

Uses of Funds

Road Improvement Fund	$12,346,000.00
Road Debt Service Reserve Fund	1,484,000.00
Issuance Costs	853,541.70
Deposit to Capitalized Interest Fund	626,458.30
Total Uses of Funds	$15,310,000.00

In the instance that the above estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for other authorized purposes. In the instance that actual costs exceed previously estimated amounts, the issuance of Additional Bonds may be required. The District's Engineer has advised the Issuer that the proceeds of the sale of the Bonds should be sufficient to pay the costs of the above-described facilities. However, the Issuer cannot and does not guarantee the sufficiency of such funds for such purposes.

RISK FACTORS

General

The Bonds, which are special revenue obligations of the Issuer and not of the State of Texas or Denton County, will be secured by Contract Revenues to be paid by the District to the Issuer pursuant to the Contracts, and by Special Assessment Revenues. Contract Revenues are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied by the District on all taxable property within the District. Special Assessment Revenues are payable from Special Assessments levied by the Improvement District against benefitted property within the Issuer. AN AMOUNT ON A CUMULATIVE BASIS NOT LESS THAN ONE PERCENT (1%) OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, IS PAYABLE FROM SPECIAL ASSESSMENTS AND AN AMOUNT EQUAL TO THE BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, BUT IN NO EVENT TO EXCEED, ON A CUMULATIVE BASIS, NINETY-NINE PERCENT (99%) OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, IS PAYABLE FROM CONTRACT REVENUES. The ultimate security for payment of the principal of and interest on the Bonds depends upon (i) the ability of the District to pay Contract Revenues from the collection from the property owners within the District of taxes levied against all taxable property located within the District, or, in the event taxes are not collected and foreclosure proceedings are instituted by

the District, upon the value of the taxable property with respect to taxes levied by the District and by other taxing authorities, and (ii) the ability of the Issuer to collect Special Assessment Revenues within the Improvement District or, in the event Special Assessments are not collected and foreclosure proceedings are instituted on behalf of the Issuer, upon the value of the property which is subject to such Special Assessments. Neither the Issuer nor the District makes any representations that over the life of the Bonds the property within the District will maintain values sufficient to justify continued payment of taxes or Special Assessments by the property owners. The potential increase in taxable valuation of property within the District is directly related to the economics of the residential housing and commercial products industry, not only due to general economic conditions, but also due to the particular factors discussed below.

Factors Affecting Taxable Values and Tax Payments

Economic Factors: The rate of development of the District is directly related to the vitality of the residential housing industry and the demand for commercial projects. Such development and construction can be significantly affected by factors such as interest rates, construction costs, availability of liquidity and credit in the financial markets, and consumer demand. Decreased levels of home construction activity would restrict the growth of property values in the District. Because a significant number of the homes being constructed and planned for construction within the District are considered to be in such higher end market, A slowdown or worsening of the market for such higher end homes could adversely effect the growth of taxable values within the District. Neither the Issuer nor the District can predict the pace or magnitude of any future development or home construction in the District.

Development of land within the District is contingent upon construction or acquisition of major public improvements such as arterial streets, water distribution facilities, sewage collection and transmission facilities and street lighting, as well as local in-tract improvements that may include substantial site grading. While these improvements in the District are expected to be constructed with proceeds of the Outstanding Bonds and the Bonds, there can be no assurance that any or all of these improvements will be constructed. See "DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT" herein. The cost of these public and private in-tract and off-site improvements could increase the public and private debt for which the land within the District provides security. This increased debt could reduce the ability or desire of the property owners to pay taxes or the Special Assessments levied against their property.

The development of land within the District is subject to a number of contingencies which could slow or prevent future development of the undeveloped land. Consequently, no assurance can be given that such development will be partially or fully completed, and in assessing the investment quality of the Bonds, prospective purchasers should evaluate such risks. In addition to potentially reducing the ability and willingness of the landowners to pay taxes and Special Assessments, a slowdown of the economic development process in the region could adversely affect land values and reduce the proceeds received at a foreclosure sale in the event taxes or Special Assessments are not paid when due.

Developer and Major Landowner's Obligation to the Issuer: The District had, as of January 1, 2016, only five taxpayers for 2016. The largest taxpayer is Discovery CH LLC, an entity related to Bright Realty, whose property constitutes 50.45% of the 2016 tax roll. The second largest taxpayer is BRECO Lands, an entity related to Bright Realty, which owner of undeveloped land which currently comprises approximately 45.86% of the 2016 tax roll of the District. Entities related to Bright Realty therefor constitute 96.31% of the District's tax roll. Bright Realty is a nominally capitalized corporation, the primary assets of which currently are the land within the District, District No. 1-C, and District No. 1-G. Bright Realty has no source of funds with which to pay taxes levied by the District or Special Assessments other than funds resulting from sale of lots to builders and/or funds which other entities comprising the Developer may choose to advance to Bright Realty. See "THE DEVELOPER" and "APPENDIX G - FINANCIAL INFORMATION CONCERNING THE DEVELOPER." The ability of Bright Realty to make full and timely payments of taxes levied against their properties by the

District will directly affect the District's ability to meet its obligations to make payments under the Contracts. Only owners of property located in the District are legally responsible for payment of ad valorem taxes to the District and other taxing authorities and for payment of Special Assessments to the Issuer. Failure of Bright Realty to make timely payment of their taxes could result in defaults under the Trust Agreements and ultimately could adversely affect the investment security of the Bonds.

There is no commitment by or legal requirement of the Developer or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of homes in the District, and there is no restriction on any landowners' right to sell its land. Therefore, neither the Issuer nor the District can make any representation about the probability of future development, if any, or the rate of home construction activity in the District.

Maximum Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of District property owners to pay their taxes. The District's 2016 Assessed Valuation is $97,906,911. The 2017 Preliminary Assessed Valuation of property located within the District, supplied by the Appraisal District is $131,426,081. The average annual debt service requirement on the Bonds and the Outstanding Bonds is $2,615,115 and the maximum annual debt service requirement on the Bonds and the Outstanding Bonds is $2,784,225 (2033). Assuming no increase to nor decrease from the 2016 Assessed Valuation, and no use of funds on hand to augment tax receipts and the issuance of no additional bonds, tax rates of $2.82 and $3.00 per $100 of Assessed Valuation 95% collection rates would be necessary to pay both the average annual debt service requirements and maximum annual debt service requirements, respectively. Assuming no increase to nor decrease from the 2017 Preliminary Assessed Valuation, no use of funds on hand to augment tax receipts and the issuance of no additional bonds, tax rates of $2.10 and $2.23 per $100 of Assessed Valuation at 95% collection rates would be necessary to pay both the average annual debt service requirements and maximum annual debt service requirements, respectively.

The District levied a tax of $1.00 in 2016 for purposes of making payments under the Contracts and for operation and maintenance purposes. As the above paragraph indicates, the 2016 tax rate of $1.00 will be insufficient to pay debt service Average Annual Debt Service Requirements on the Bonds and the Outstanding Bonds and the Maximum Annual Debt Service Requirements on the Bonds and the Outstanding Bonds given taxable values in the District at the level of the 2017 Preliminary Assessed Valuation, assuming a tax collection rate of 95%, no use of funds on hand, and the issuance of no additional bonds by the District. In order for a tax rate of $1.00 to be sufficient to pay both the average annual and maximum annual debt service requirements on the Bonds and the Outstanding Bonds, the assessed valuation in the District must increase to approximately $275,275,242 and $293,076,316, respectively. With the continued development of property and construction of homes on the lots developed by the Developer, the District anticipates that increases in the taxable values will enable the District to make payments of Contract Revenues sufficient to meet debt service requirements on the Bonds without increasing the tax rate above a rate of $1.00. However, the District can make no representation that the taxable property values in the District will increase in the future or will maintain a value sufficient to support the aforementioned tax rate or to justify continued payment of taxes or Special Assessments by property owners.

Increases in the District's tax rate to higher levels than the $1.00 per $100 of Assessed Valuation may have an adverse impact upon future development of the District, the sale and construction of homes within the District and the ability of the District to collect, and the willingness of owners of property located within the District to pay, ad valorem taxes levied by the District. In addition, the collection by the District of delinquent taxes owed to it and the enforcement by a Registered Owner of the District's obligations to collect sufficient taxes may be a costly and lengthy process.

The combination of the District's 2016 levy of $1.00 per $100 of Assessed Valuation, plus the aggregate of the

2016 tax levies of all other units of government which levy taxes against the property located within the District, is $2.6684 per $100 of Assessed Valuation. See "TAX DATA - Estimated Overlapping Taxes."

Tax Collection Limitations

The District's ability to make payments of Contract Revenues may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time-consuming and expensive collection procedures, (b) a bankruptcy court's stay of tax collection procedures against a taxpayer, (c) market conditions affecting the marketability of taxable property within the District and limitation of the proceeds from a foreclosure sale of such property, (d) adverse effects on the proceeds of a foreclosure sale resulting from a taxpayer's limited right to redeem its foreclosed property as set forth below, or (e) insufficient foreclosure bids to satisfy the tax liens of all state and local taxing authorities which have parity liens on the property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Moreover, the value of the property to be sold for delinquent taxes and thereby the potential sales proceeds available to pay debt service on the Bonds, may be limited by among other factors, the existence of other tax liens on the property, by the current aggregate tax rate being levied against the property, or by the taxpayers' right to redeem residential or agricultural use property within two (2) years of foreclosure and all other property within six (6) months of foreclosure. See "TAX PROCEDURES."

Special Assessment Limitations

Special Assessments are due and payable in the same manner as, and bear the same penalties and interest for non-payment, as do regular property tax installments. Additionally, Special Assessments are payable in annual installments established by the Assessment Ordinance to correspond in number and proportionate amount to the number of installments and principal amounts of the Bonds and any Additional Bonds maturing in each year. See "ASSESSMENT PROCEDURES - Priority of Lien" herein. It should be noted that the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular assessment installment payments in the future.

Although Special Assessments are secured by a lien on the parcels within the Improvement District and the Issuer has covenanted to institute foreclosure proceedings to sell parcels with delinquent assessment installments for amounts sufficient to cover such delinquent installments in order to obtain funds to pay debt service on the Bonds, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid delay in payments of debt service on the Bonds. In addition the pledge of Special Assessments to the Bonds is not sufficient to pay the full amount of debt service due on the Bonds. Upon an ad valorem tax lien foreclosure event of a property within the District, an installment of Special Assessments that is also delinquent will be foreclosed in the same manner as the ad valorem tax lien (assuming all conditions and procedures for foreclosure are duly satisfied). The foreclosure of accrued installments of Special Assessments does not eliminate the outstanding principal balance of the Special Assessment and any purchaser of the property in foreclosure takes the property subject to the Special Assessment lien and any associated obligations.

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

Construction Risks and Facilities Costs

Although the District's Engineer estimates that proceeds of the Bonds will be sufficient to pay the costs of acquiring and constructing certain water, sewer, drainage facilities, and streets and roads, there can be no assurance that such proceeds will be sufficient to acquire and construct such facilities. The Developer is under no obligation and has made no commitment to the District to complete any of such facilities should proceeds of the Bonds be insufficient for such purpose. Failure to complete all of such facilities could result in an inability to construct taxable improvements within the District and could adversely impact the security for the Bonds.

Hazardous Substance

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

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The Issuer has not independently verified, and is not aware, whether the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel, however, it is possible that such liabilities do currently exist and that the Issuer is not aware of them.

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

Regulation

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

Registered Owners' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds, the Trustee may proceed, and upon the written request of the Registered Owners of not less than fifty-one percent (51%) in principal amount of the Outstanding Bonds and Bonds then Outstanding shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under the Bond Ordinances and the Trust Agreements by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained therein or in aid or

execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of specific performance has to be relied upon from year to year. Based on recent Texas court decisions, it is unclear whether certain legislation effectively waives governmental immunity of governmental entities for suits for money damages. Even if the Registered Owners could obtain a judgment against the Issuer, such a judgment could not be enforced by a direct levy and execution against the Issuer's or the District's property. Further, the Registered Owners cannot themselves foreclose on property within the Issuer or sell property within the Issuer in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners further may be limited laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer. In this regard, should the Issuer or the District file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the Issuer to seek judicial foreclosure of its tax lien would be automatically stayed and could not be pursued unless authorized a federal bankruptcy judge. See "RISK FACTORS - Bankruptcy Limitation to Registered Owners' Rights."

Bankruptcy Limitation to Registered Owners' Rights

The enforceability of the rights and remedies of the Registered Owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer and the District. Subject to the requirements of Texas law, the Issuer or the District may voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946, if the Issuer or the District (1) is generally authorized to file for federal bankruptcy protection by Texas law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Under Texas law, a water control and improvement district, such as the District, must also obtain the approval of the TCEQ prior to filing for bankruptcy. Such legislation requires that the TCEQ investigate the financial condition of such district and authorize the district to proceed only if the district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

If the Issuer or the District, as the case may be, decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the Issuer or the District, as the case may be, would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the Issuer or the District, as the case may be, is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, and (5) the plan is in the best interests of creditors and is feasible. The rights and remedies of the Registered Owners would be adjusted in accordance with the confirmed plan of adjustment of the Issuer's or the District's, as the case may be, debt. The District may not be placed into bankruptcy involuntarily.

The Effect of the Financial Institutions Act of 1989 on Tax Collections of the District

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA (i) real property held by the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when

due and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

There has been no definitive determination of the validity of these provisions of FIRREA or how they are to be construed and reconciled with respect to conflicting state laws. It is also not known whether the FDIC will attempt to claim the FIRREA exemptions as to the time for contesting valuations and tax assessments made prior to and after the enactment of FIRREA. Accordingly, to the extent of FIRREA provisions are valid and applicable to any property in the District or the Improvement District, and to the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District or the Improvement District, and may prevent the collection of penalties and interest on such taxes.

Future Debt

The Issuer has the right to issue bonds pursuant to the terms of the Contracts, up to an aggregate maximum amount of $136,000,000 consisting of $112,750,000 for utility purposes and $23,250,000 for road purposes (not including refunding bonds) as set forth in the Contracts. In addition, the District may issue such tax bonds as may hereafter be approved by voters within such District. After issuance of the Bonds, $104,490,000* in Additional Bonds, consisting of $97,750,000* (not including refunding bonds) for utility purposes and $6,740,000* for road purposes will remain authorized but unissued pursuant to the Contracts. See "THE BONDS - Legal Ability of the Issuer to Issue Additional Debt" and "- Legal Ability of the District to Issue Additional Debt."

If Additional Bonds are issued by the Issuer pursuant to the Contracts or additional debt is issued by the District secured by taxes in the future and property values have not increased proportionately, such issuance may increase gross debt/property valuation ratios and thereby adversely affect the investment quality or security of the Bonds.

Competitive Nature of Dallas-Fort Worth Residential Housing Market

The housing industry in the Dallas-Fort Worth area is very competitive, and neither the Issuer nor the District can give any assurance that the current building programs will continue, and, if so, at what pace. The competitive position of the Developer in the sale of developed lots or of any other home builder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to tax revenues received by the District and the growth and maintenance of taxable values in the District. In the Dallas/Fort Worth area in the general vicinity of the District, there is currently one directly comparable master planned community in operation, and three developments in the construction or early sales phase whose focus is on residential properties. The closest comparable planned development is Lone Star Ranch in Frisco, Texas, approximately three miles north of the Castle Hills Project, consisting of approximately 6,000 acres, in which homebuilding has commenced. The next closest master planned community is an approximate 2,000 acre development called Twin Creeks in Allen, Texas, approximately five miles north of the Castle Hills Project. Other master planned communities include Stonebridge, an approximate 7,000 acre planned community project in McKinney, Texas and Lantana, an approximate 1,600 acre development north of Flower Mound.

Continuing Compliance with Certain Covenants

The Bond Ordinances and the Trust Agreements contain covenants by the Issuer intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the Issuer to comply with such covenants on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds become taxable retroactively to the date of original issuance. See "TAX EXEMPTION."

* Preliminary; subject to change.

Future and Proposed Legislation

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

2017 Legislative Special Session

The Governor of the State of Texas has called a Special Session of the Texas Legislature to commence on July 18, 2017, and to continue for a period of up to 30 days. Among the items listed in such call for consideration by the Legislature is ad valorem tax reform. No representation can be made as to whether any such legislation will be enacted or, if enacted, the effect of such legislation.

DISTRICT DEBT

General

The following tables and calculations relate to the Bonds. The District is empowered to incur debt to be paid from revenues raised by taxation against all taxable property located within the District, and various other political subdivision of government which overlap all or a portion of the District are empowered to incur debt to be paid from revenues raised or to be raised by taxation against all or a portion of the property within the District.

Bonded Indebtedness*

2016 Assessed Valuation	$ 97,906,911	(a)
2017 Preliminary Assessed Valuation	$131,426,081	(b)
Direct Debt: The Outstanding Bonds	$8,270,000	
The Utility Bonds	7,690,000*	
The Road Bonds	15,310,000*	
Total	$31,270,000	
Estimated Overlapping Debt	$2,488,702	(c)
Direct and Estimated Overlapping Debt	$33,758,702	(d)
Ratio of Direct Debt to: 2016 Assessed Valuation	31.94%	
2017 Preliminary Assessed Valuation	23.79%	
Ratio of Direct and Estimated Overlapping Debt to:		
2016 Assessed Valuation	34.48%	
2017 Preliminary Assessed Valuation	25.69%	
Utility Interest and Sinking Fund Balance	$ 0	(e)
Road Interest and Sinking Fund Balance	$ 0	(e)
Utility Debt Service Reserve Fund Balance	$716,759	(f)
Road Debt Service Reserve Fund Balance	$120,029	(f)

* Preliminary; subject to change.

2016 Tax Rate per $100 of Assessed Valuation		$ 1.00 (g)
	Contract Tax $0.8521	
	Maintenance Tax $0.1479	
Average Annual Debt Service Requirements of the Outstanding Bonds and the Bonds (2017-2037)		$2,615,115
Maximum Annual Debt Service Requirements of the Outstanding Bonds and the Bonds (2033)		$2,784,225
Tax Rate per $100 of Assessed Valuation within the District required to pay Average Annual Debt Service Requirements at 95% tax collections		
Based Upon:		
2016 Assessed Valuation		$2.82
2017 Preliminary Assessed Valuation		$2.10
Tax Rate per $100 of Assessed Valuation with the District required to pay Maximum Annual Debt Service Requirements at 95% tax collections		
Based Upon:		
2016 Assessed Valuation		$3.00
2017 Preliminary Assessed Valuation		$2.23

(a) Provided by the Denton County Appraisal District (the "Appraisal District"), this amount is the certified value of all taxable property located within the District as of January 1, 2016. This amount constitutes the District's 2016 tax roll. See "TAXING PROCEDURES" and "RISK FACTORS - Factors Affecting Taxable Values and Payments."

(b) Provided by the Appraisal District for informational purposes only, this amount is an estimate of the value of all taxable property located within the District as of January 1, 2017, and includes an estimate of values resulting from the construction of taxable improvements from January 1, 2016, through December 31, 2016. The ultimate assessed valuation of such additions to the District's tax roll resulting from development and construction activity from January 1, 2016, through December 31, 2016, may vary significantly from this estimate when the Appraisal Review Board certifies the valuation of District property for the purpose of determining the District's 2017 tax roll, which will be based on the valuation of District property as of January 1, 2017.

(c) See "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement of the District."

(d) As is described in this Limited Offering Memorandum under the caption "TAX DATA - Estimated Overlapping Taxes," the aggregate of the tax levies of all units of government which levy taxes against the property located within the District in 2016, plus the 2016 levy by the District of $1.00 per $100 of assessed valuation, is $2.6684 per $100 of Assessed Valuation. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments."

(e) Neither the Bond Ordinances, the Trust Agreements, nor Texas law requires that any particular amount be maintained in the Interest and Sinking Fund at any time.

(f) As of March 31, 2017, and includes funds in the Collection Fund to be transferred to the Interest and Sinking Fund.

(g) After issuance of the Bonds. Amounts represents an amount equal to maximum annual debt service on the Bonds contributed by the Developer (as defined herein). See "THE BONDS - Source of Payment - Debt Service Reserve Fund."

(h) The District expects to levy a tax of $1.00 per $100 of assessed valuation during the year 2017 to pay its obligations under the Contracts. As indicated herein, a tax rate of $1.00 is insufficient to pay either the Average Annual or the Maximum Annual Debt Service Requirements of the Bonds based upon the 2016 Assessed Valuation or based upon the 2017 Preliminary Assessed Valuation. In order for a $1.00 tax rate to be sufficient to pay the Average Annual Debt Service Requirement and the Maximum Annual Debt Service Requirement, assessed values in the District would have to increase to approximately $275,275,242 and $293,076,316, respectively.

Estimated Direct and Overlapping Debt Statement for the District

The following statement indicates the direct and estimated overlapping debt of the District. The table includes the estimated amount of indebtedness of governmental entities overlapping the District, defined as outstanding bonds payable from ad valorem taxes, and the estimated percentages and amounts of such indebtedness attributable to the property located within the District. This information is based upon data secured from the individual jurisdictions and/or the Texas Municipal Reports published by the Municipal Advisory Council of Texas. The calculations by which the statement was derived were made in part by comparing the reported assessed valuation of the property in the overlapping taxing jurisdictions with the Assessed Valuation of property within the District. No effect has been given to the tax burden levied by any applicable taxing jurisdiction for maintenance and operation or other purposes.

Taxing Jurisdiction	Outstanding Debt	As of	Percent	Amount
Denton County	$ 608,895,000	11/30/2016	0.07%	$ 426,085
Lewisville ISD	1,086,640,601	11/30/2016	0.19	2,064,617
Total Estimated Overlapping Debt				$2,488,702
Total Direct Debt (the Outstanding Bonds and the Bonds)				$31,270,000
Total Direct Debt and Overlapping Debt				$33,758,702
Ratio of Total Direct and Estimated Overlapping Debt to:				
2016 Assessed Valuation ($97,906,911)				34.48%
2017 Preliminary Assessed Valuation ($131,426,081)				25.69%

Under Texas law ad valorem taxes levied by each taxing authority other than the District create a lien which is on a parity with the lien in favor of the District on all taxable property within the District. In addition to the ad valorem taxes required to retire the foregoing direct and overlapping debt, the various taxing authorities mentioned above are also authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administration and/or general revenue purposes. Certain of the jurisdictions have in the past levied such taxes. The District has the power to assess, levy and collect ad valorem taxes for operation and maintenance purposes if authorized by the District's voters at an election held for such purpose. Voters within the District have authorized a maintenance tax without legal limit as to rate or amount. See "DISTRICT TAX DATA - Maintenance Tax."

Debt Service Requirements*

The following schedule sets forth the principal and interest requirements on the Bonds.

Year	Outstanding Debt Service	The Utility Bonds Principal	The Utility Bonds Interest[1]	The Road Bonds Principal	The Road Bonds Interest[1]	Less: Capitalized Interest	Total Resulting Debt Service
2017	792,550						$ 792,550
2018	790,975		$524,202		$1,043,632	($1,044,548)	1,314,261
2019	793,425	$120,000	461,400	$485,000	918,600		2,778,425
2020	794,575	125,000	454,200	515,000	889,500		2,778,275
2021	794,425	130,000	446,700	550,000	858,600		2,779,725
2022	792,975	140,000	438,900	580,000	825,600		2,777,475
2023	790,225	155,000	430,500	615,000	790,800		2,781,525
2024	791,175	160,000	421,200	650,000	753,900		2,776,275
2025	790,500	270,000	411,600	590,000	714,900		2,777,000
2026	793,200	280,000	395,400	635,000	679,500		2,783,100
2027	793,950	290,000	378,600	680,000	641,400		2,783,950
2028	792,750	305,000	361,200	720,000	600,600		2,779,550
2029	794,600	320,000	342,900	765,000	557,400		2,779,900
2030	794,175	340,000	323,700	810,000	511,500		2,779,375
2031	791,475	365,000	303,300	855,000	462,900		2,777,675
2032	791,500	385,000	281,400	910,000	411,600		2,779,500
2033	793,925	410,000	258,300	965,000	357,000		2,784,225
2034	793,425	435,000	233,700	1,020,000	299,100		2,781,225
2035		1,085,000	207,600	1,245,000	237,900		2,775,500
2036		1,155,000	142,500	1,320,000	163,200		2,780,700
2037		1,220,000	73,200	1,400,000	84,000		2,777,200
Totals	$14,269,825	$7,690,000	$6,890,502	$15,310,000	$11,801,632	($1,044,548)	$54,917,411

Average Annual Requirements (2017-2037)	$2,615,115
Maximum Annual Requirements (2033)	$2,784,225

(1) Interest estimated at an average rate of 6.00%.

* Preliminary; subject to change.

TAX PROCEDURES

AN AMOUNT NOT MORE THAN NINETY-NINE PERCENT (99%) OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, IS PAYABLE FROM CONTRACT REVENUES, WHICH ARE PAYABLE FROM THE PROCEEDS OF AN ANNUAL AD VALOREM TAX, WITHOUT LIMITATION AS TO RATE OR AMOUNT, LEVIED AGAINST ALL TAXABLE PROPERTY WITHIN THE DISTRICT. THE FOLLOWING IS A SUMMARY OF CERTAIN PROCEDURES APPLICABLE TO SUCH TAXES.

County-Wide Appraisal District

The Texas Property Tax Code (the "Property Tax Code") establishes an Appraisal District and an appraisal review board in each county of the State of Texas. The Appraisal District is governed by a board of directors elected by the governing bodies of cities, towns and schools that participate in the Appraisal District and of the county. Conservation and reclamation districts such as the District may participate, to a limited extent, in such election. The board of directors selects a chief appraiser to manage the appraisal office of the Appraisal District. All taxing units within Denton County, including the District, are included in the Appraisal District. The Appraisal District is responsible for appraising property within the District, subject to review by the county appraisal review board. The appraisal roll as approved by the county appraisal review board must be used by the District in establishing their tax rolls and tax rate. The valuation and assessment of taxable property within the District is governed by the Texas Property Tax Code.

Under current Texas law, the District is responsible for the levy and collection of its taxes and will continue to be so responsible unless the Board, or the qualified voters of the respective District or of Denton County, at an election held for such purpose determines to transfer such functions to the Appraisal District or another taxing unit.

Exempt Property

Except for certain exemptions provided by Texas law, all real property and tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District. Principal categories of exempt real property include: property owned by the State of Texas or its political subdivisions, if the property is used for public purposes; property exempt from ad valorem taxation by federal law; nonprofit cemeteries; and certain property owned by qualified charitable, religious, veterans, fraternal, or education organizations. Partially exempt to the maximum extent of $5,000 to $12,000 of assessed value, depending upon the disability rating of the veteran, is property owned by a disabled veteran or by the spouse or certain children of a deceased disabled veteran or a veteran who died while on active duty. A veteran who receives a disability rating of 100% is entitled to the exemption for the full amount of the veteran's residential homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if the residence homestead was donated by a charitable organization. The surviving spouse of a member of the armed forces who was killed in action is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt, if approved by the Board or at an election called by the Board upon petition of a least 20% of the number of the qualified voters who voted in such District's preceding election, are residence homesteads of certain persons who are disabled or at least 65 years old to the extent of $3,000 of appraised value or

such higher amount as the Board or the District's voters may approve. Each District's tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair such District's obligation to pay tax-supported debt incurred prior to adoption of the exemption by such District.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) of the appraised market value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted by June 30. To date, the District has not granted a general homestead exemption.

Freeport Goods Exemption: Freeport goods are goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas and other petroleum products, which have been acquired or brought into the state for assembling, storing, manufacturing, repair, maintenance, processing or fabricating or used to repair or maintain aircraft of a certified air carrier and shipped out the state within 175 days. Freeport goods are exempted from taxation by the District.

Goods-In-Transit: Article VIII, Section 1-n of the Texas Constitution provides for the exemption from taxation of "goods-in-transit." "Goods-in-transit" is defined by a provision of the Property Tax Code, which is effective for tax years 2008 and thereafter, as personal property acquired or imported into Texas and transported to another location in the State or outside the State within 175 days of the date the property was acquired or imported into Texas. The exemptions excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and out-board motor, heavy equipment and manufactured housing inventory. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption is tangible personal property acquired in or imported into Texas for storage purposes and which is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The Property Tax Code provision permits local governmental entities, on a local option basis, to take official action by January 1 of the year preceding a tax year, after holding a public hearing, to tax goods-in-transit during the following tax year. A taxpayer may receive only one of the freeport exemptions or the goods-in-transit exemptions for items of personal property.

Tax Abatement

The Issuer and Denton County may designate all or part of the area within the District as a reinvestment zone, and Denton County, the Issuer, and the District may thereafter enter into tax abatement agreements with owners of real property within the zone with each taxing jurisdictions' agreement affecting its own tax roll. The tax abatement agreements exempt from ad valorem taxation by the applicable taxing jurisdiction for a period of up to 10 years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. In certain instances, personal property also may be eligible for tax abatement. Currently, none of the area within the District has been designated for tax abatement.

Assessment and Levy

Generally, all taxable property in the District (other than any qualifying agricultural, open space, and timber land) must be appraised at 100% of market value as of January 1 of each tax year, subject to review and approval by the appraisal district appraisal review board. State law requires the appraised value of a residence homestead to be based solely on the property's value as a residence homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a residence homestead for a tax

year to an amount not to exceed the lesser of (1) the property's market value in the most recent tax year in which the market value was determined by the Appraisal District or (2) the sum of (a) 10% of the property's appraised value for the preceding tax year, (b) the appraised value of the property for the preceding tax year; and (c) the market value of all new improvements to the property. However, houses held for sale by a developer or builder which remain unoccupied, are not leased or rented and produce no income, are required to be assessed at the price for which they would sell as a unit to a purchaser who would continue the owner's business. The Property Tax Code requires each appraisal district to implement a plan providing for reappraisal of all real property in the appraisal district at least once every three years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis.

The chief appraiser must give written notice before the appraisal review board meeting to each owner whose property value is recommended for an increase or if the recommended value is greater than the value rendered by the property owner. The appraisal review board has the ultimate responsibility for determining the value of all taxable property within the District; however, any owner who has timely filed notice to the appraisal review board may appeal the final determination by the appraisal review board of the owner's protest by filing suit in Texas district court. Prior to such appeal, however, the owner must pay the tax due on the amount of value of the property involved that is not in dispute or the amount of tax paid in the prior year, whichever is greater, but not to exceed the amount of tax due under the order from which the appeal is taken. In the event of such suit, the value of the property is determined by the court, or a jury if requested by any party. Additionally, the District is entitled to challenge certain matters before the appraisal review board, including the level of appraisals of a certain category of property, the exclusion of property from the appraisal records, or the grant in whole or in part of a partial exemption. The District may not, however, protest a valuation of individual property.

By September 1 of each year, or as soon thereafter as possible, the rate of taxation within the District is set by the respective Board based upon the valuation of property within the District as of January 1 and the amount required to be raised for debt service, maintenance purposes and authorized contractual obligations. Under certain circumstances the Board may be required to advertise and hold a public hearing within the District on a proposed tax rate before the Board can hold a public meeting to vote on the tax rate. If the tax rate adopted exceeds by more than 8% the rate needed to pay debt service and certain contractual obligations and to produce, when applied to the property which was on the prior year's roll, the prior year's total taxes levied for purposes other than debt service and such contractual obligations, such portion of the levy in excess of 3% more than the above-described rate may be repealed at an election within the District held upon petition of 10% of the District's qualified voters.

Agricultural, Open Space, or Timberland Deferment

The Property Tax Code permits land designated for agricultural use or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its fair market value. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use designation must apply for the designation, and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. If a claimant receives the designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect "rollback" taxes based on the new use, in some cases, up to five years. A property owner may receive these special exemptions but waive such in particular taxing jurisdictions of the property owner's choice. Hence, a large landowner in a district could enjoy the benefit of the special exemptions with respect to county and school taxes without reducing his obligation to pay district property taxes. The waiver is effective for twenty-five (25) consecutive years, runs with the land and is binding on the owner who executed the waiver and any successor in interest. A governing body can revoke a waiver upon request by the property owner only upon finding that such revocation would not materially impair an obligation payable from property taxes.

As of January 1, 2017, approximately 3.88 acres of land within the District otherwise valued at $845,981 had been designated for agricultural use, open space or timberland.

District and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the District, may appeal orders of the Appraisal Review Board by filing a petition for review in district court within forty-five (45) days after notice is received that a final order has been entered. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

The Property Tax Code establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Rollback of Operation and Maintenance Tax Rate

The qualified voters of the District have the right to petition for a rollback of the District's operation and maintenance tax rate only if the total tax bill on the average residence homestead increases by more than eight percent (8%). If a rollback election is called and passes, the rollback tax rate is the current year's debt service and contract tax rates plus 1.08 times the previous year's operation and maintenance tax rate. However, debt service and contract tax rates cannot be changed by a rollback election.

Collection

The District is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board of Directors of the District based upon the valuation of property within the District as of the preceding January 1. Taxes are due on receipt of the tax bill and become delinquent after January 31 of the following year. The date of the delinquency may be postponed by the District if the tax bills are mailed after September 30 (if the Board has authorized discounts for early payment) or otherwise after January 10. The Board may approve a discount for early payment of taxes. Delinquent taxes are subject to 6% penalty for the first month of delinquency, 1% for each month thereafter to August 1 and 12% total if any taxes are unpaid on August 1. Delinquent taxes also accrue interest at the rate of 1% per month during the period they remain outstanding. In addition, in the instance in which a district must engage an attorney for collection of delinquent taxes, the Board may impose a further penalty not to exceed 15% on all taxes unpaid on August 1.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the person who owns the property on January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year upon the property. The District's tax lien is on a parity with the tax liens of the other jurisdictions levying taxes on property within the District. Whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. In the absence of such federal law, a district's tax lien takes priority over a lien of the United States. In the event a taxpayer fails to make timely payment of taxes due a District, the District may file suit at any time after taxes become delinquent to foreclose its lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Property owners over 65 years of age may defer the payment of property taxes, or abate a suit for their collection, levied against their homesteads. The exercise of such deferrals or abatements could significantly delay the collection of property taxes by the District. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments." Collection of delinquent taxes may also be adversely affected by the amount of taxes owed to other federal, state and local taxing jurisdictions, by the effects of market conditions on the

foreclosure sales price, by the taxpayer's right to redeem the property within two years of foreclosure, or by bankruptcy proceedings which may delay the collection of a taxpayer's debts.

ASSESSMENT PROCEDURES

AN AMOUNT AT LEAST EQUAL TO ONE PERCENT (1%) OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, IS PAYABLE FROM AND SECURED BY A PLEDGE OF AND LIEN ON SPECIAL ASSESSMENT REVENUES LEVIED BY THE ISSUER ON BENEFITTED PROPERTY WITHIN THE IMPROVEMENT DISTRICT. THE FOLLOWING IS A SUMMARY OF CERTAIN PROCEDURES APPLICABLE TO THE SPECIAL ASSESSMENTS.

Levy of Special Assessments

By ordinance duly adopted (the "Assessment Ordinance"), the Issuer has levied special assessments against all property (except road rights-of-way) located within the boundaries of the Improvement District (the "Special Assessments"). Pursuant to the Assessment Ordinance, the Issuer has levied the Special Assessments in the total amount of $1,360,000 on the basis of the proportion of the value borne by each tract of land (without regard to any improvements thereon) within the Improvement District to the total value of property within the Improvement District, to be payable in full, at any time, or to be payable in annual installments as set forth in the Service/Assessment Plan and the Assessment Roll. The aggregate amount of Special Assessments assessed to pay a portion (not less than 1%) of the debt service on the Bonds and any Additional Bonds, together with interest thereon, are payable in annual installments which have been established to correspond as nearly as practicable to the debt service on all Outstanding Bonds, the Bonds and any Additional Bonds. Installments of Special Assessments bear interest at a weighted average interest rate based upon the rate borne by the Bonds, subject to adjustment based upon the rate borne by any Additional Bonds. Installments are due when billed and become delinquent on the following February.

Prepayment of Special Assessments

The owner of any property assessed may voluntarily prepay all of part of any Special Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. The Assessment Ordinance requires that each Special Assessment, together with interest accrued thereon, be prepaid in full at such time as the owner of the tract subject to the Special Assessment applies for a building permit to construct a structure on such tract.

Priority of Lien

The assessment or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for state, county, city, school districts, or other political subdivision (such as the District), ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Special Assessment is paid, and may be enforced by the Issuer in the same manner as an ad valorem tax levied against real property may be enforced by the Issuer. The lien of the Special Assessment runs with the land and any installments of Special Assessments that have not yet come due are not eliminated by foreclosure of an ad valorem tax lien.

Covenant to Commence Foreclosure Proceedings

In the event of delinquency in the payment of any installment of an unpaid Special Assessment, the Issuer is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Special Assessment. In such action the real property subject to the delinquent unpaid Special Assessment may be sold at judicial foreclosure sale for the amount of such delinquent installments, plus penalties and interest.

Pursuant to the provisions of the Trust Agreements, the Issuer has covenanted to determine or cause to be determined, no later than February 1 of each year, whether or not any installment or installments of Special Assessments are delinquent and, if such delinquencies exist, the Issuer has covenanted to order and cause to be commenced, or cause the Trustee to do so on behalf of the Issuer, on or before June 1, or immediately thereafter, and thereafter diligently prosecute an action in district court to foreclose the currently delinquent lien for the amount of any delinquent installment or installments of Special Assessments. See "APPENDIX C - SUMMARY OF THE TRUST AGREEMENTS."

To the extent it may legally do so, and taking into account the prior liens on assessed land for ad valorem taxes, the Issuer covenants that property will not be sold in a judicial foreclosure for less than the amount of a currently delinquent Special Assessment installment due on the property, including delinquent penalties, interest, and attorney fees, without the consent of the owners of a majority in principal amount of the Bonds, and any Additional Bonds . Any sale of property for nonpayment of an installment or installments of a Special Assessment shall be subject to the lien established for remaining unpaid installments of the Special Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the nondelinquent installments of Special Assessments against such property as they become due and payable pursuant to the terms of the Assessment Ordinance and the Bond Ordinance.

Judicial foreclosure proceedings are not mandatory; however, the Issuer has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the Issuer of the proceeds of the foreclosure sale. It is possible that no bid would received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full.

DISTRICT TAX DATA

Contract Tax

The Board of Directors of the District is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in sufficient amount to pay amounts due to the Issuer under the Contracts, including principal of and interest on the Bonds and any Additional Bonds payable from taxes which the Issuer may hereafter issue under the Contracts. The District agrees in the Contracts to levy such a tax from year to year as described more fully above under the caption "THE BONDS - Sources of Payment." The District expects to levy such a contract tax in 2017, in an amount, together with its maintenance tax, not to exceed $1.00 per $100 of assessed valuation.

Maintenance Tax

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements and operation of the District, if such maintenance tax is authorized by a vote of the District's electorate. Pursuant to an election held in the District on November 4, 2008, voters within the District authorized the Board to levy a maintenance tax unlimited as to rate or amount. Such tax is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds and any tax supported bonds which may be issued in the future. The District expects to levy a maintenance tax in 2017 in an amount, together with its contract tax, not to exceed $1.00 per $100 of assessed valuation.

Historical Values and Tax Collection History

The following statement of tax collections sets forth in condensed form the historical assessed valuation and tax collections of the District. Such summary has been prepared for inclusion herein based upon information obtained from District records. Reference is made to such records, including the District's annual audited financial statements,

for more complete information. See "APPENDIX F - DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016"

Tax Year	Assessed Valuation	Tax Rate(a)	Adjusted Levy	% Collections Current & Prior Years(b)	Year Ending 9/30
2012	$25,580,059	0 %	$0	0 %	2013
2013	49,732,252	0	0	0	2014
2014	49,737,955	1.00	497,379.55	100	2015
2015	51,918,515	1.00	519,185.15	100	2016
2016	97,906,911	1.00	979,069.11	(c)	2017

(a) Per $100 of Assessed Valuation.
(b) Such percentages reflect cumulative total collections for each year from the time each respective annual tax was levied through March 31, 2017. The amount of tax collected for each levy on a current basis (by September 30 of the year following each respective levy) is not reflected in this statement.
(c) In process of collection.

Analysis of Tax Base

The following table illustrates the current composition of property located within the District during the past four years:

Type of Property	2016 Assessed Valuation	2015 Assessed Valuation	2014 Assessed Valuation	2013 Assessed Valuation
Land	$55,712,102	$52,685,512	$49,527,386	$49,523,746
Improvements	42,517,784	215,560	210,569	209,506
Personal Property	0	210	0	0
Exemptions and Cap	(322,975)	(982,557)	0	0
Total	$97,906,911	$51,918,725	$49,737,955	$49,732,252

Exemptions

To date, the Board has not granted any general residence homestead exemption or any exemptions for homesteads of those over sixty-five (65) years of age or disabled. It cannot be predicted what actions future boards may take regarding exemptions.

Principal Taxpayers

Based upon information supplied by the Appraisal District, the following table lists principal taxpayers within the District, type of property owned by such taxpayers, and the Valuation of such property as of January 1, 2016. The information reflects the composition of the Appraisal District's record of property ownership as of January 1, 2016. Information with respect to the composition of property ownership as of January 1, 2017, is not yet available from the Appraisal District.

Taxpayer	Type of Property	2016 Assessed Valuation	As a Percentage of 2016 Assessed Valuation
Discovery CH LLC	Media and Entertainment	$49,395,986	50.45%
BRECO Lands, CH, LLC	Real Estate	44,900,416	45.86%
SWC 121/423 LP	Commercial	2,917,449	2.98%
Texas Utilities Electric Co.	Electric Utility	661,278	0.68%
Brazos Electric Power Coop Inc.	Electric Utility	31,782	0.03%
		$97,906,911	100.00%

Tax Rate Calculations

The tax rate calculations set forth below are presented to indicate the tax rates per $100 of Assessed Valuation which would be required to meet the maximum debt service requirements on the Bonds payable from Contract Revenues from the District if no growth in the District occurs beyond the 2016 Assessed Valuation ($97,906,911) or the 2017 Preliminary Assessed Valuation ($131,426,081). The calculations also assume collection of 95% of taxes levied, the sale of no Additional Bonds by the Issuer other than the Bonds, and no use of funds on hand. Debt service requirements have been calculated based upon the rate borne by the Bonds.

Average Annual Debt Service Requirements $2,615,115
Tax Rate of $2.82 on the 2016 Assessed Valuation produces $2,622,926
Tax Rate of $2.10 on the 2017 Preliminary Assessed Valuation produces $2,621,950

Maximum Annual Debt Service Requirements $2,784,225
Tax Rate of $3.00 on the 2016 Assessed Valuation produces $2,790,347
Tax Rate of $2.23 on the 2017 Preliminary Assessed Valuation produces $2,784,262

As the above indicates, a tax rate of $1.00 per $100 of Assessed Valuation will be insufficient to pay the District's share of either Average Annual or Maximum Debt Service Requirements on the Bonds unless taxable values in the District increase beyond the 2016 Assessed Valuation. Assessed values within the District would have to increase to approximately $275,275,242 and $293,076,316, respectively, in order for a tax rate of $1.00 to be sufficient to pay the District's share of Average Annual Debt Service Requirements and Maximum Annual Debt Service Requirements on the Bonds. Any such increase in taxable values depends on the continuing construction and/or sale of residential and commercial projects and other taxable improvements within the District. See "TAX PROCEDURES" and "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments."

Estimated Overlapping Taxes

Property located within the District is subject to taxation by several taxing authorities in addition to the District. Set forth below is a compilation of all 2016 taxes levied upon property located within the District, together with the tax rate for the District expected to be levied for 2017. Under Texas law, ad valorem taxes levied by each taxing authority other than the District entitled to levy taxes against property located within the District create a lien which is on a parity with the tax lien of the District. In addition to the ad valorem taxes required to make the debt service payments on bonded debt of the District and of such other jurisdictions (see "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement"), certain taxing jurisdictions are authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Taxing Jurisdictions	2016 Tax Rate Per $100 of Assessed Valuation
Lewisville Independent School District	$1.4200
Denton County	0.2484
The District	1.0000
Estimated Total Tax Rate	$2.6684

THE ISSUER

The City of Lewisville, Texas (the "Issuer") is a home rule city under the Constitution and laws of the State of Texas. The City, incorporated in 1925, is located in the southeastern portion of Denton County on Interstate Highway 35-E, 20 miles north of Dallas, 34 miles northeast of Fort Worth, 15 miles southeast of Denton and 8 miles north of Dallas-Fort Worth International Airport.

The individuals involved in the administration of the City as are follows:

Elected Officials

City Council	Length of Service	Term Expires	Occupation
Rudy Durham, Mayor	22 years	May, 2018	Chief Appraiser, Denton Central Appraisal District
Brent Daniels, Mayor Pro-Tem	1 year	May, 2018	Owner and Manager, Bahama Buck's
Brandon Jones, Deputy Mayor Pro-Tem	1year	May, 2018	Senior Internal Auditor, Dallas ISD
R. Neil Ferguson, Councilman	5 years	May, 2018	Technology Consultant
T.J. Gilmore, Councilman	5 years	May, 2019	Public Sector Sales Manager. Waste Management
Bob Troyer	newly elected	May, 2019	Director of Customer Projects, Autosig Systems

Selected Administrative Staff

Name	Position	Length of Service with City
Donna Barron	City Manager	26 years
Brenda Martin	Director of Finance	10 years
Julie Heinze	City Secretary	16 years
Lizbeth Plaster	City Attorney	11 years

THE DISTRICT

Authority

The District was originally part of a district (the "Original District") created as a fresh water supply district by the Commissioners Court of Denton County pursuant to Chapter 53, Texas Water Code and Article XVI, Section 59 of the Texas Constitution. The creation of the Original District was confirmed at an election held within the District on January 17, 1983, by a vote of 10 "For" to 0 "Against." On December 21, 1993, the Original District was converted

to a water control and improvement district by actions of its Board of Directors, retaining certain powers under Chapter 53 of the Texas Water Code and operating under the provisions of Chapters 49 and 51, Texas Water Code. On May 6, 1995, pursuant to an election held within the Original District, the Original District was subdivided into Denton County Fresh Water Supply District No. 1-A ("District No. 1-A") and Denton County Fresh Water Supply District No. 1-B (the "District No. 1-B") by a vote of 5 "For" to 0 "Against". Thereafter, on August 9, 1997, the voters within District No. 1-A approved the subdivision of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-C ("District No. 1-C") and on May 1, 1999, the voters within District No. 1-C approved the division of District No. 1-C into District No 1-C and District No. 1-D. In addition, on May 1, 1999, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-E ("District No. 1-E"). Thereafter, on November 5, 2002, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-F. In addition, on May 3, 2003, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and the District and on May 10, 2008, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and District No. 1-G. District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District 1-F, District No. 1-G and the District, are referred to collectively herein as the "Districts." The rights, powers, privileges, authority, and functions of the District are established by the general laws of the State of Texas pertaining to water control and improvement districts, particularly Chapters 49 and 51, Texas Water Code, as amended. Pursuant to an election passed by a vote of 7 "For" and 0 "Against" on August 8, 1987, the Original District was authorized to exercise sanitary sewer powers and to assume the privileges and functions of a road district under Article III, Section 52 of the Texas Constitution. The principal functions of the District are to finance, construct, own, and operate waterworks, wastewater, drainage facilities, streets and roads and to provide such facilities and services to the customers of the District. If approved by the voters within the District, the TCEQ, and other governmental entities having jurisdiction, the District may establish, operate, and maintain a fire department, independently or with one or more other conservation and reclamation districts, and provide such facilities and services to the customers of the District. The District is subject to the continuing supervision of the TCEQ in certain matters.

Description

As a consequence of the subdivision of the Original District and subsequent additions and exclusions of land, District No. 1-A now contains approximately 1.659 acres and the District contains approximately 386.44 acres. The remainder of the land comprising the Castle Hills Project lies within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, and District No. 1-G. The District is located approximately 25 miles from the central business district of Dallas, Texas in the southeastern portion of Denton County, Texas. The District lies entirely within the extraterritorial jurisdiction of the City of Lewisville. The District is located approximately 11 miles northeast of Dallas/Fort Worth International Airport. Highway 544 is located less than 1/4 mile to the north of the District, Josey Lane is located approximately 1/4 mile to the east of the District, and Hebron Parkway is located approximately 1/4 mile to the south of the District. The District is approximately 5 miles from Lake Lewisville, a 23,280 acre recreational lake adjacent to a 720 acre state park. In addition, the District is approximately two miles from the border of Legacy Business Park, which includes the corporate headquarters of J.C. Penney, Frito-Lay, Dr. Pepper, Beal Bank and other large corporate office complexes. The District lies within the Lewisville Independent School District. See "APPENDIX A - AERIAL PHOTOGRAPH."

Management of the District

The District is governed by the Board, consisting of five directors. The Board has control over and management supervision of all affairs of the respective District. Directors serve four-year staggered terms, and elections are held within the respective District on the first Saturday in May in even-numbered years. The current members and officers of the Board, along with their respective terms of office, are listed below. Director Taylor resides in the District. All other Directors own property located in the District subject to separate notes and deeds of trust in favor of the Developer.

Name	Title	Term Expires
Ralph Hunter	President	May, 2020
Patti Brown	Vice President	May, 2018
Corwin Snow	Secretary	May, 2020
Michael Clark	Treasurer/Assistant Secretary	May, 2018
John Lessner	Assistant Secretary	May, 2020

The District does not have a general manager or any other employee, but has contracted, or expects to contract, for services as follows:

Tax Assessor/Collector - Land and improvements within the District are appraised for ad valorem taxation purposes by the Denton County Appraisal District. The District contracts with the Denton County Tax Assessor-Collector to perform tax collection services for the District.

Bookkeeper - The District has contracted with District No. 1-A for bookkeeping services. District No. 1-A also provides such services for District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, and District No. 1-G.

Auditor - The District's financial statements for the fiscal year ended September 30, 2016, were audited by McCall Gibson Swedlund & Barfoot PLLC, Certified Public Accountants. See APPENDIX F for a copy of the District's September 30, 2016 audited financial statements.

Operations Manager - The District has contracted with District No. 1-A to manage and operate its facilities and bill and collect for the District’s services. District No. 1-A currently employs approximately 30 persons, including 8 licensed operators, to carry out its functions.

Consulting Engineers - The District has employed the firm of LandDesign, Inc. Dallas, Texas as Consulting Engineer (the "Engineer") in connection with the design of the System.

Legal Counsel - The District has engaged Winstead PC, Dallas, Texas, as general counsel and as Bond Counsel in connection with the issuance of the Bonds. Such firm also acts as general counsel and Bond Counsel for District No. 1-A, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, and District No. 1-G. Payment to Bond Counsel by the Issuer of legal fees for services rendered in connection with the issuance of the Bonds is based upon a percentage of the Bonds actually issued and sold and therefore such fees are contingent on the issuance, sale and delivery of the Bonds. See "LEGAL MATTERS."

A pension plan has not been established by the District. The District has funded payroll costs to District No. 1-A. District No. 1-A handles pension provisions for its employees.

THE IMPROVEMENT DISTRICT

The Issuer has created and authorized the Improvement District in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Improvement District Act"). This statute authorizes municipalities to create public improvement districts within the boundaries or the extraterritorial jurisdiction of the municipality, and to levy assessments within the public improvement district to pay for certain improvements.

After receiving a petition signed by the requisite number of landowners, requesting the creation of a public improvement district, the Issuer published a notice as required by Chapter 372 of the Local Government Code and on May 6, 2013, after a hearing, adopted a resolution creating the Improvement District over the 386.44 acres

contained within the District. On August 18, 2014, after published notice and a public hearing, the Issuer also adopted an ordinance approving the Assessment/Service Plan (the "Assessment/Service Plan").

The land within the Improvement District is located within the District. The Improvement District is not a political subdivision of the State of Texas and is governed by the governing body of the Issuer.

Authorized Public Improvements

The Issuer may undertake improvement projects and/or services that confer a special benefit on property located within the Improvement District as provided by the Improvement District Act. The Issuer may levy and collect Special Assessments on property in the Improvement District, payable in periodic installments based on the benefit conferred by the Improvement Project to pay all or part of it cost of improvement projects or services.

A public improvement project may include:

(1) landscaping; the erection of fountains, distinctive lighting and signs; the acquiring, constructing, improving, widening, narrowing, closing or rerouting of sidewalks or of streets, any other roadways or their rights-of-way; acquisition, construction or improvement of water, wastewater or drainage facilities or improvements; acquisition, construction or improvement of libraries; the construction or improvement of pedestrian malls, the establishment or improvement of parks; the acquisition and installation of pieces of art; the acquisition, construction or improvement of off-street parking facilities; and the acquisition, construction improvement or rerouting of mass transportation facilities.

(2) other improvements similar to those described in (1) above;

(3) the acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(4) special supplemental services for improvement and promotion of the District, including advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancements;

(5) payment of expenses incurred in the establishment, administration and operation of the District; and

(6) development, rehabilitation, or expansion of affordable housing.

Assessment/Service Plan

Pursuant to the Improvement District Act, the Assessment/Service Plan has been approved by the Issuer, setting forth a plan for services and activities to be provided in the Improvement District, and setting forth the plan for apportioning the cost of the improvements to be assessed against properties in the Improvement District and for payment of the assessments against exempt municipal property in the Improvement District. The improvements contemplated by the Assessment/Service Plan include:

1. Acquisition or construction of a water distribution system which benefits the Improvement District, connecting to the Upper Trinity Regional Water District's water supply system.

2. Acquisition or construction of a wastewater collection system which benefits the Improvement District, connecting to the Issuer’s sanitary sewer collection and treatment system.

3. Acquisition or construction of a stormwater drainage system which benefits the Improvement District.

4. Acquisition or construction of streets or roadways and improvements thereto to provide access to and through all property within the Improvement District.

Under the Improvement District Act, the cost of the improvements may be assessed equally per square foot against all property within the Improvement District, or it may be assessed against property according to the value of the property as determined by the Issuer, with or without regard to structures or other improvements on the property, or it may be assessed on the basis of any other reasonable assessment plant that results in imposing equal shares of the cost on property similarly benefitted. The Issuer has elected to levy an assessment rate based on the valuation method, the proportion of value borne by each tract of land (without regard to any improvements thereon) within the Improvement District to the total value of property in the Improvement District.

The Assessment/Service Plan is updated annually pursuant to Chapter 372, Texas Local Government Code.

Preparing Assessment Roll and Notices

The Issuer has caused the Special Assessments against each parcel of land (except road rights-of-way) within the Improvement District to be determined in accordance with the provisions of the Assessment/Service Plan. The Issuer has also adopted an Assessment Roll. The Issuer has prepared an updated Assessment Roll in connection with the issuance of the Bonds. The update projects the annual indebtedness of the Improvement District and the current lien on property within the Improvement District. The Assessment Roll and all subsequent updates to the Assessment Roll have been filed with the City Secretary and are available for public inspection.

Assessments, Hearing, Levy and Payment

After published notice and public hearing, on August 18, 2014, the Issuer adopted an ordinance (the "Assessment Ordinance") levying the assessments as Special Assessments on the property and specifying the method of payment of the Special Assessments and providing that they be payable in periodic installments and shall continue for the number of years required to retire indebtedness or until the Special Assessments are prepaid in full, whichever occurs first.

Supplemental Assessments

After notice and hearing in the manner required for original assessments or as authorized by Section 372.020 of the Improvement District Act, the Issuer may make supplemental assessments to correct omissions or mistakes in the assessment relating to the total cost of the Authorized Improvements and/or services.

Ownership of Authorized Improvements

In accordance with the Improvement District Act, the Issuer has acquired and constructed, and will acquire the Authorized Improvements. All such Authorized Improvements, including the land and the facilities and infrastructure thereon, have been acquired and constructed and shall be acquired pursuant to the provisions of the Contracts. The Authorized Improvements will become facilities owned by the Issuer and will constitute a portion of the Issuer's infrastructure improvements.

Maintenance of Authorized Improvements

The Issuer will provide for the ongoing maintenance and repair of the Authorized Improvements constructed and conveyed, as outlined in the Assessment/Service Plan, from the date of receipt and acceptance of title to the Authorized Improvements. The cost of such maintenance and repair is required to be paid by the District pursuant to the Contracts.

DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT

Development of the District

Land within the District is expected to be developed for commercial mixed-use projects, single-family projects and multi-family projects. Proceeds of the Bonds will be used to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities (the "Utility System") and certain streets and roads (the "Road System") (the Utility System and the Road System, collectively, the "System") to serve 423 multi-family units on approximately 21 acres with an additional 312 multi-family units to be constructed on 8 acres, a 515,000 square foot mixed-use project to be constructed on approximately 10 acres, and 292 single-family lots to be developed on 71 acres. After such construction, there will remain approximately 190 undeveloped but developable acres within the District. It is expected that approximately 140 acres of such undeveloped acres will be developed as multi-family, 50 acres will be developed for mixed-use projects, and an additional 5 acres will remain owned by Kroger Marketplace but developable in the future. The Developer is under no obligation to complete construction of the System if proceeds of the Bonds are insufficient for such purpose. See "RISK FACTORS – Construction Risks and Facilities Costs" and "THE SYSTEM – Status of Construction." Approximately 81 acres within the District are located within the easements, roads, parking, and power transmission and are not considered developable.

Community Facilities

Community facilities available to the District and its general geographic area are set forth below:

Churches: There are no churches in the District, however, churches of most denominations are located in the immediate vicinity of the District.

Fire and Police Protection and Emergency Medical Services: Fire and police protection and emergency medical services are provided by the City and a City fire station is located within the Castle Hills Project.

Medical Facilities: Baylor Medical Center is located approximately one mile from the District in the City of Carrollton.

Other Utilities: Electric and gas service are being provided by COSERV and its subsidiaries and telephone and cable service are provided by Grande Communications and Verizon.

Schools: Residents of the District attend Lewisville Independent School District which currently has three elementary schools located in or near the District. A middle school is located contiguous to the western boundary of the Castle Hills Project. Lewisville Independent School District has acquired an additional middle school site approximately 1/4 mile from the District. Hebron High School is approximately 2 miles northeast of the District.

Shopping Facilities: Five grocery stores and several convenience centers are located within a½ mile radius of the District. Lewisville Towne Crossing, 343,000 square feet of retail development, is located within

District 1-F and Vista Ridge Mall, a regional shopping mall, is approximately 4 miles west of the District. In addition, The Shops at Willow Bend, a new regional mall, is located approximately 4 miles east of the District. Stonebriar Mall, a regional mall, is located approximately 5 1/2 miles northeast of the District. Located in District No. 1-D, Castle Hills Village Shops and Plaza Center consists of 65,000 sq. ft. of retail space (75% leased) and approximately 64,000 sq. ft. of office space (90% leased). Four phases of the Castle Hills Village Shops and Plaza Center are complete with one more planned at this location.

Future Development

After the construction of the portions of the Utility System and the Road System to be constructed with proceeds of the Bonds, there remains approximately 190 undeveloped but developable acreage within the District. It is expected that such acreage will be developed into commercial mixed use projects and multi-family projects. The instigation of construction of new taxable improvements will be dependent on several factors including, to a great extent, the general demand for housing and commercial projects in the Dallas/Fort Worth metropolitan area as well as the vicinity of the District and other economic conditions which would affect the Developer's or any other party's ability to sell lots and/or other property and of any home builder to sell completed homes or any commercial developer to construct above-ground improvements. See "RISK FACTORS."

THE CASTLE HILLS PROJECT

Description

The Districts are part of the master planned community known as Castle Hills (the "Castle Hills Project"). Castle Hills Project is a development of Bright Realty (hereinafter defined). See "THE DEVELOPER" below. Castle Hills Project consists of approximately 2,400 acres of land, approximately 386.44 acres of which are located within the District, approximately 1.659 acres which are located within the boundaries of District No. 1-A, 309.2 acres of which are located within District No. 1-B, 261.4 acres of which are located within District No. 1-C, approximately 490.69 acres of which are located within District No. 1-D, approximately 259.46 acres of which are located within the boundaries of District No. 1-E, approximately 259.46 acres are located within the boundaries of District No. 1-F, and 307.074 acres of which are located within District No. 1-G. According to the Developer, the ultimate land use within the Castle Hills Project is currently projected as follows: approximately 1,526 acres will be subdivided into approximately 4,300 single family lots, approximately 455 acres will be used for the development of commercial mixed-use projects, approximately 207 acres will be developed as multi-family communities, and approximately 212 acres have been developed as an 18 hole golf course and country club known as The Lakes at Castle Hills. Swimming and tennis facilities, drainage, easements, streets rights-of-way, utility easements, open space, lakes, parks and greenbelts are included in the single-family acreage.

Status of Development

As of March 31, 2017, a total of 3,940 lots on approximately 1,260 acres had been developed within the Castle Hills Project, with 72 lots under development on approximately 12 acres. 3,466 homes were occupied, and 106 homes were under construction or permitted for construction. Also completed are 210 acres of commercial development, 212 acres for the 18-hole golf course and country club (The Lakes at Castle Hills), with swimming and tennis facilities and 67 acres of multifamily development. Approximately 10 acres for commercial development, 8 acres for multi-family development, and 71 acres for single-family development are to be constructed on, while approximately 235 acres are available for commercial development and 140 acres are available for multifamily development. All of the current development within the Castle Hills Project has occurred within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and the District.

Funding for the improvements located within the District will be through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 6, funding for the improvements located within District No. 1-B has been through the issuance of bonds by Castle Hills Public Improvement District, funding for the improvements located

within District No. 1-C will be funded through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 7, funding the improvements within District No. 1-D has been through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 2, funding for the improvements with District No. 1-E has been through the issuance of bonds by Lewisville Castle Hills Public Improvement District No.3, funding for the improvements within District No. 1-F will be through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 4, and funding for the improvements with District No.1-G is expected to be through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 5.

The Lakes at Castle Hills now operates as a private club facility, the ownership of which is retained in an entity related to the Developer. The Lakes at Castle Hills consists of an 18 hole championship golf course designed by Jay Morrish, along with an approximately 25,000 square foot clubhouse resort style pool, tennis facilities with a tennis pro shop, among other amenities.

Major roadways in or adjacent to the Castle Hills Project which have been completed are: (i) S.H. 121 Sam Rayburn Toll Road; (ii) FM 2281 (Old Denton Road); and (iii) extension of FM 423 (Josey Lane).

A District's tax is levied only on property located within such District, therefore, the investment, security and quality of the Bonds is dependent on the successful development of property within each District, and the payment and collection of taxes levied thereon. Neither the faith and credit nor the taxing power of any of the balance of the Castle Hills Project is pledged to the payment of any obligations of any District or the Issuer, including the Bonds. See "RISK FACTORS.

THE DEVELOPER

Role of the Developer

In general, the activities of a developer in a development such as the District include purchasing the land within the Districts, designing the subdivision, designing the utilities and streets to be emplaced in the subdivision, designing any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as gas, telephone, and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities in development of the property within a development may have a profound effect on the security of the combination unlimited tax and revenue bonds issued by a development. A developer is generally under no obligation to a district to develop the property which its owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major taxpayer within a development during the development phase of the property.

The Developer in the District

The developer of land within the Castle Hills Project and within the District is Bright Realty, LLC (together with certain predecessors and subsidiaries, collectively, "Bright Realty"), which is owned by certain members of the family of the late H.R. ("Bum") Bright and trusts for the benefit of such family members. Bright Realty is acquiring land in the District from a related company, BRECO Lands CH, LLC ("BRECO Lands") as dictated by development needs. Bright Realty and BRECO Lands are collectively referred to as the "Developer."

In addition to being former owners of the Dallas Cowboys football team, the Bright family has been active in real estate, oil & gas, banking, trucking and other areas of business both as an investor and a principal acting as owner/manager of operations.

Beginning in the early 1960's, entities owned by the Bright family built and acquired apartments, developed numerous mixed use subdivisions and built and operated a nursing home. Bright Realty and its predecessors substantially expanded its activities into office buildings and land development projects. A major component of its activities became fee management of distressed properties. Managing its own apartment properties was expanded into managing problems properties for various lending institutions, through Bright Realty's wholly owned subsidiary, Bright Management. At its height, Bright Management was managing real estate properties valued at over $500 million. The types of properties managed ranged from small retail pad sites to apartment complexes, twenty-five office buildings, numerous retail, warehouse and miscellaneous commercial buildings.

Bright Realty and its predecessors has been involved in land acquisition and real estate development for over 40 years. They have been involved as developer, builder and lender in numerous projects during that period of time. These projects have included:

Mixed Use Developments:

500 acre mixed use development in Arlington, Texas
250 acre mixed use development in DeSoto, Texas
200 acre mixed use development in Arlington, Texas

Apartment Complexes:

204 unit apartment complex in Arlington, Texas
300 unit apartment complex in Plano, Texas in Joint Venture with Seafield Capital
130 unit apartment complex in Fort Worth, Texas

Commercial Office Buildings:

143,000 s.f. office building in Dallas, Texas
160,000 s.f. office building in Dallas, Texas
50,000 s.f. office building in Dallas, Texas

Other Developments:

100 unit townhouse project in Plano, Texas with Seafield Capital
60 unit nursing home in Dallas, Texas
50,000 s.f. mixed use development in Lewisville, Texas

Prior to the commencement of the Castle Hills Project, the Developer had no prior experience in the development of single-family subdivisions. The Issuer cautions that the prior development experience described above was, in some instances, undertaken during market conditions which existed in the past and in different geographical locations than the Issuer. Consequently, the prior land development experience of the Developer is no assurance that the development program in the Issuer will be successful.

Developer Principals

Chris Bright (64), Partner. Chris Bright oversees Bright Realty and its parent company Bright Industries. Dallas based Bright Industries includes real estate development (Castle Hills), home building operations (American Legend Homes, Belclaire Homes, Avanti Custom Homes), real estate marketing (Bright Marketing, LLC), hospitality, club and golf operations (The Lakes at Castle Hills) and corporate hospitality (TresMil, LLC). Mr. Bright is a Dallas native who was born and raised in Highland Park. He holds a B.A. from the University of Dallas. He began his career with STM Mortgage Company, where he supervised STM's real estate construction lending operations as well as its commercial loan placement and underwriting. He was served as Vice President of operations for Bright Management.

Mr. Bright is active in several Dallas charitable and civic organizations and serves on the board of directors for the University of Dallas, A Weekend to Wipe Out Cancer, Big Brothers Big Sisters of North Texas and the McKinney Avenue Trolley Association. He also serves on the boards of Bright Industries, Bright Realty, Bright & Co. Marketing and American Legend Homes.

Clay Bright (62), Partner. Clay Bright is a member of in Bright Realty's Board of Managers, he also oversees Bright Industries. As president of Bright Industries, Mr. Bright oversees real estate investing, commercial banking, mortgage banking, insurance and home building, and farming and ranching operations, with a focus on operational structure, asset and cash management, strategic planning, tax optimization, safety and soundness. Mr. Bright holds a B.S. in Industrial Distribution from Texas A&M University. He serves on the board of directors for Bright Industries and American Legend Homes. He is involved in local charitable organizations and serves on the board of directors for the Easterwood Foundation and previously on the Association of Former Students of Texas A&M University. He has also been actively involved in Boy Scouts of America.

Financing

A portion of the land within the District is a portion of the collateral for a third-party loan obtained by the Developer in connection with a change in ownership of the Developer in 2007. Such loan is now with Frontier State Bank and is scheduled to mature on July 31, 2019. As of March 31, 2017, such loan had a principal balance due of $16,170,000. The Developer is in the process of arranging third-party development financing for the first phase of development within the District.

Certain financial information with respect to Bright Realty is included in Exhibit G hereto. Bright Realty is not responsible for, liable for, and has not made any commitment for payment of the Bonds or other obligations of the District or the Issuer. Bright Realty has no legal commitment to the District, the Issuer, or owners of the Bonds to continue development of land within the District and may sell or otherwise dispose of its property within the District, or any other assets, at any time. Further, Bright Realty's financial condition is subject to change at any time.

THE SYSTEM

Regulation

According to the District's Engineer, water supply and distribution, wastewater collection, and storm drainage facilities (collectively, the "System") to serve the Castle Hills Project is and will be designed in accordance with accepted engineering practices and the current requirements of various agencies having regulatory or supervisory jurisdiction over the construction and operation of such facilities. The construction of the System is required to be accomplished in accordance with the standards and specifications of such entities and are subject to inspection by each such entity. Operation of the System must be accomplished in accordance with the standards and requirements of such entities. TCEQ exercises continuing supervisory authority over the District. Collection and transmission of the sewage to the City of Lewisville, Texas (the "City") plant and subsequent treatment and discharge is all subject to the regulatory authority of TCEQ and the U.S. Environmental Protection Agency. Construction of drainage facilities is subject to regulation by Denton County and, in some instances, the TCEQ. Denton County, the TCEQ, and the City also exercise certain regulatory jurisdiction over the System. The regulations and requirements of entities exercising regulatory jurisdiction over the System are subject to further development and revision which, in turn, could require additional expenditures in order to achieve compliance. In particular, additional or revised requirements in connection with any permit wastewater collection and transmission system beyond the criteria existing at the time of construction of the system could result in the need to construct additional facilities in the future. The following descriptions are based upon information supplied by the Districts' Engineer.

Water and Sanitary Sewer System

Water Supply Facilities: There are multiple sources of water to serve the District. It is served by the Upper Trinity Regional Water District which delivers to a site immediately south of FM 544, in the vicinity of the Texas Utility transmission lines, treated water at an average daily rate in excess of 14,000,000 gallons per day upon build out and a presently contracted amount of 2,700,000 gallons per day. In addition, the City of Lewisville provides water to serve the District, at an average daily rate of 4,500,000 gallons per day upon build out and a presently contracted amount of 300,000 gallons per day. The System currently has a pumping capacity of 8,000 gallons per minute, with current ground storage of 500,000 gallons, and with elevated storage of 1,500,000 gallons. This system will be adequate for the current and future service to approximately 3,500 single family equivalent connections. In addition to the foregoing, District No. 1-A has an emergency water interconnect with the City of Lewisville and Dallas Water Utilities.

Wastewater Treatment Facilities: Wastewater treatment is provided by the City. A wastewater treatment agreement has been reached among District No. 1-A, District No. 1-B, the Developer and the City by which the City agrees to provide sewage treatment capacity to District No. 1-B and District No. 1-A up to a maximum average of 10,500,000 g.p.d., or approximately 52,500 single-family equivalent connections. In turn, District No. 1-A and District No. 1-B make sewage treatment capacity available to the District out of such capacity.

Drainage Facilities

Drainage facilities to serve the developed areas within the District and a portion of the remaining developable acreage have been designed to outfall into Indian Creek, which traverses the Castle Hills Project and outfalls into the Elm Fork of the Trinity River approximately two miles from the District.

100-Year Flood Plain

According to the Engineer, the Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Map effective April 18, 2011, which covers land located within the District, indicates that approximately no land in the District is within the 100-year floodplain designation.

PURCHASE OF THE BONDS

Raymond James & Associates, Inc., as Placement Agent (the "Placement Agent") has agreed to use its best efforts to place the Bonds with purchasers who are both (i) "Qualified Institutional Buyers" within the meaning of Rule 144A of the United States Securities and Exchange Commission (the "SEC") and (ii) "Institutional Investors" within the meaning of applicable state securities laws (collectively, the "Purchasers") pursuant to a Bond Placement Agreement (the "Bond Placement Agreement") with the Issuer at a price equal to the principal amount thereof. See "PLAN OF FINANCING – Sources and Uses of Funds." The Bond Placement Agreement provides, among other things, that the Purchaser's obligation to make such purchase is subject to the terms and conditions of the Bond Placement Agreement, including approval of certain legal matters by counsel to the Purchaser. For its services as Placement Agent, the Placement Agent is to receive a fee of $460,000.00, payable from proceeds of the Bonds.

The Placement Agent has provided the following sentence for inclusion in this Official Statement. The Placement Agent has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Placement Agent does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

Legal Opinions

The Issuer will furnish the Purchaser a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Bonds are valid and binding obligations of the Issuer. The Issuer will also furnish the legal opinion of Winstead PC, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the Issuer under the Constitution and laws of the State of Texas. The legal opinion of Bond Counsel will further state that the Bonds, together with interest thereon, are payable from and secured by a pledge of and lien on (i) the Special Assessment Revenues and (ii) the Contract Revenues to be paid by the District pursuant to the Contracts from the levy of ad valorem taxes, without legal limitation as to rate or amount, upon all taxable property located within the District. Bond Counsel's opinion will also address the matters described below under the caption "TAX EXEMPTION." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX E." Bond Counsel's fees for services rendered with respect to the sale of the Bonds are contingent upon the issuance and delivery of the Bonds. Bond Counsel acts as counsel for the District on matters other than the issuance of Bonds.

In its capacity as Bond Counsel, Winstead PC, has reviewed the information appearing in this Limited Offering Memorandum under the captions "THE BONDS," "THE ISSUER," "THE DISTRICT," "THE IMPROVEMENT DISTRICT,""TAX PROCEDURES," "ASSESSMENT PROCEDURES," "LEGAL MATTERS," "TAX EXEMPTION," "CONTINUING DISCLOSURE OF INFORMATION," "APPENDIX B - DEFINITIONS," "APPENDIX C - SUMMARY OF TRUST AGREEMENTS" "APPENDIX D - SUMMARY OF THE CONTRACTS," and "APPENDIX E - FORM OF BOND COUNSEL OPINION" solely to determine whether such information fairly summarizes the procedures, law and documents referred to therein. Bond Counsel has not, however, independently verified any of the other factual information contained in this Limited Offering Memorandum, nor has Bond Counsel conducted an investigation of the affairs of the Issuer or the District for the purpose of passing upon the accuracy or completeness of the information contained in this Limited Offering Memorandum. Certain legal matters will be passed upon for the Placement Agent by its counsel, McCall, Parkhurst & Horton L.L.P., Dallas, Texas.

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

No Arbitrage

The Issuer will certify on the date the Bonds are delivered and paid for that based upon all facts and estimates now known or reasonably expected to be in existence, the Issuer reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986 (the "Code") and the regulations prescribed from time to time thereunder. Furthermore, all officers, employees and agents of the Issuer have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Issuer as of the date the Bonds are delivered and paid for. In particular, all or any officers of the Issuer have been authorized to certify to the facts, circumstances and reasonable expectations of the Issuer on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the Issuer will covenant in the Bond Ordinances that it will make such use of the proceeds of the Bonds, regulate investments of proceeds of the Bonds and take such other and further actions and follow such procedures, including without limitation, calculation of the yield on the Bonds, as may be required so that the Bonds will not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

No-Litigation Certificate

The Issuer and the District will furnish to the Purchaser a certificate, dated as of the date of delivery of the Bonds, executed by both their authorized officers, to the effect that no litigation of any nature has been filed or is then pending or threatened, of which either has notice, either in state or federal courts, contesting or attacking the Bonds; to restrain or enjoin the issuance, execution or delivery of the Bonds; which would affect the provisions made for the payment of or security for the Bonds; which would in any manner question the authority or proceedings for the issuance, execution, or delivery of the Bonds; or which would affect the validity of the Bonds.

No Material Adverse Change

The agreement of the Purchaser to purchase the Bonds pursuant to the Bond Placement Agreement, and the obligation of the Issuer to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the Issuer or the District from that set forth or contemplated in the Preliminary Limited Offering Memorandum, as it may have been supplemented or amended, through the date of sale of the Bonds.

TAX EXEMPTION

In the opinion of Winstead PC, Bond Counsel, under existing statutes, regulations, published rulings and court decisions, interest on the Bonds is excludable from the gross income of the Registered Owners of the Bonds for federal income tax purposes. In expressing its opinion that interest on the Bonds is excludable from gross income of the Registered Owners of the Bonds, Bond Counsel will rely on the Issuer's no-arbitrage certificate, and will assume compliance by the Issuer with certain covenants of the Issuer and the District relating to the use of the facilities financed with the proceeds of the Bonds and the use and investment of the proceeds of the Bonds and other funds of the Issuer. Failure of the Issuer or the District to comply with these covenants may cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The law upon which Bond Counsel has based its opinion is subject to change by the Congress, administrative interpretation by the Department of Treasury and to subsequent judicial interpretation. There can be no assurance that such law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of ownership of the Bonds.

Interest on the Bonds for federal income tax purposes (i) will be excludable from gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date hereof, of the owners thereof pursuant to section 103 of such Code, existing regulations, published rulings, and court decisions thereunder, and (ii) will not be included in computing the alternative minimum taxable income of individuals or, except as hereinafter described, corporations. Interest on the Bonds owned by a corporation will be included in such corporation's adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporations, other than an S corporation, a qualified mutual fund, a real estate mortgage investment conduit, a real estate investment trust, or a financial asset securitization investment trust (FASIT). A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by Section 55 of the Code will be compute.

Except as stated above with respect to the exclusion of the interest on the Bonds from gross income, Bond Counsel expresses no opinion as to any federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Bonds.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, property and casualty insurance companies,

individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers failing within any of these categories should consult their own tax advisors as to the applicability of these consequences.

A copy of the opinion of Bond Counsel is attached hereto as APPENDIX E.

Tax Accounting Treatment of Original Issue Discount Bonds

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under existing law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the Issuer's and the District's records, the District's Engineer, District No. 1-A, the Developer, the Denton County Appraisal District and other sources believed to be reliable; however, no representation is made by the Issuer or the District as to the accuracy or completeness of the information contained herein, except as described below under "Certification of Limited Offering Memorandum." The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the Issuer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Experts

The information contained in this Limited Offering Memorandum relating to engineering, to the description of the System generally and, in particular, the engineering information included in the sections captioned "THE ISSUER," "DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT," "THE CASTLE HILLS PROJECT," and "THE SYSTEM" has been provided by LandDesign, Inc. Such information has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

The information contained in this Limited Offering Memorandum relating to assessed valuations of property generally and, in particular, that information concerning valuations contained in the sections captioned "TAX DATA" and "DISTRICT DEBT" has been provided by the Denton County Appraisal District.

The audited financial statements of the District for the year ended September 30, 2016, included in APPENDIX F hereto, were prepared by McCall Gibson Swedlund & Barfoot PLLC, Certified Public Accountants, which has consented to the publication of such financial statements in this Limited Offering Memorandum.

Certification of Limited Offering Memorandum

At the time of payment for and delivery of the Bonds, the Issuer will furnish the Purchaser a certificate, executed by the Mayor and City Secretary, acting in their official capacities, to the effect that to their knowledge and belief (a) the information, descriptions and statements of or pertaining to the Issuer contained in this Limited Offering Memorandum, on the date thereof and on the date of delivery were and are true and correct in all material respects; (b) insofar as the Issuer and its affairs, including its financial affairs, are concerned, this Limited Offering Memorandum did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; and (c) insofar as the descriptions and statements, including financial data contained in this Limited Offering Memorandum, of or pertaining to entities other than the Issuer and their activities are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and that the Issuer has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the Issuer has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the Issuer.

At the time of payment for and delivery of the Bonds, the District will furnish the Purchaser a certificate, executed by the President and Secretary of the Board of the District, acting in their official capacities, to the effect that the best of their knowledge and belief (a) the information, descriptions and statements of or pertaining to the District contained in this Limited Offering Memorandum, on the date thereof and on the date of delivery were and are true and correct in all material respects; (b) insofar as the District and its affairs, including its financial affairs, are concerned, this Limited Offering Memorandum did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; and (c) insofar as the descriptions and statements, including financial data contained in this Limited Offering Memorandum, of or pertaining to entities other than the District and their activities are concerned, such statements and data have been obtained from sources which the District believes to be reliable and that the District has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the District has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District.

Continuing Availability of Financial Information

Pursuant to Texas law, the District will have its financial statements prepared in accordance with generally accepted accounting principles, and will have its financial statements audited by a certified public accountant in accordance with generally accepted auditing standards within 120 days after the close of its fiscal year. The District audit report is filed with the TCEQ within 135 days after the close of its fiscal year. Copies of each audit report are also filed in the office of the District.

The District's financial records and audit reports are available for public inspection during regular business hours at the office of the District and copies will be provided on written request, to the extent permitted by law, upon payment of copying charges. Request for copies should be addressed to the District in care of Bond Counsel.

FORWARD-LOOKING STATEMENTS DISCLAIMER

The statements contained in this Limited Offering Memorandum, and in any other information provided by the Issuer, the District, or the Developer that are not purely historical, are forward-looking statements, including statements regarding the Issuer’s, the District's or the Developer’s expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Limited Offering Memorandum are based on information available on the date hereof, and none of the Issuer, the District or the Developer assumes any obligation to update any such forward-looking statements. The actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgements with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Issuer, the District, or the Developer, as the case may be. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Limited Offering Memorandum will prove to be accurate.

CONTINUING DISCLOSURE OF INFORMATION

The Issuer has, in the Trust Agreements, undertaken (the "Undertaking") for the benefit of the owners and beneficial owners of the Bonds, to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system. In order to obtain from the District the information necessary for the Issuer to comply with the Undertaking, the Issuer has entered into an "Agreement to Provide Certain Information" with the District pursuant to which the District has agreed to provide such information concerning the District and the Developer. The District has entered into a "Continuing Disclosure Agreement" with the Developer pursuant to which the Developer has agreed to provide such information. The Issuer is required to observe the Undertaking for so long as it is obligated to advance funds to pay the Bonds.

Annual Reports

The Issuer shall provide, or cause to be provided, annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year of the District ending in or after 2017, financial information and operating data with respect to the District of the general type included in the final Limited Offering Memorandum under the headings "DISTRICT DEBT,""DISTRICT TAX DATA, and in APPENDIX F hereto (District's Audited Financial Statements). The Issuer may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 (the "Rule"). Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Bond Ordinances or Trust Agreements, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide, or cause to be provided, unaudited financial information concerning the District by the required time, and shall provide, or cause to be provided, audited financial statements of the District for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

In addition, the Issuer has agreed to provide financial information with respect to the Developer, any person or entity to whom the Developer voluntarily assigns (except as collateral) the right to receive a payment out of the proceeds from the sale of the bonds of the Issuer, and each other person or entity, if any, to whom the Issuer voluntarily makes or agrees or has agreed to make a payment out of such proceeds of the general type. The Issuer will be obligated to provide information concerning the Developer and any such other person or entity only if and so long as (1) such person owns more than 20% of the taxable property within the Issuer by value, as reflected by the most recently certified tax rolls (and without effect to special valuation provisions), (2) such person has made tax or other payments to the Issuer which were used or available to pay more than 20% of the Issuer's debt service requirements in the applicable fiscal year of the Issuer, or (3) at the end of such fiscal year of the Issuer such person is obligated to the Issuer to provide or pay for Issuer facilities in an amount which exceeds 20% of the construction costs of said facilities to be financed with proceeds of the Bonds or any future bonds. The financial information to be provided with respect to the Developer is information of the type described in APPENDIX G hereto.

If the District changes its fiscal year, the Issuer will notify the MSRB, or cause the MSRB to be notified, of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Event Notices

Notice of Occurrence of Certain Events, Whether or Not Material . The District will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Bonds, without regard to whether such event is material within the meaning of

the federal securities laws: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (6) tender offers; (7) defeasances; (8) rating changes; and (9) bankruptcy, insolvency, receivership or similar event of an obligated person. (Neither the Bonds nor the Bond Order make any provision for credit enhancement - unless a municipal bond insurance policy is obtained - or liquidity enhancement.)

Notice of Occurrence of Certain Events, If Material. The District also will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of holders; (3) redemption calls; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and (6) appointment of a successor or additional trustee or the change of name of a trustee.

Notice of Failure to Timely File. The District also will notify the MSRB through EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with the provisions described above.

Availability of Information

The Issuer has agreed to provide the foregoing information only to the MSRB. The MSRB intends to make the information available to the public without charge through the EMMA internet portal at www.emma.msrb.org.

Limitations, Disclaimers, and Amendments

The Issuer has agreed to update information and to provide notices of material events only as described above. The Issuer has not agreed to provide, or cause to be provided, other information that may be relevant or material to a complete presentation of the financial results of operations, condition, or prospects of the District, the Developer or agreed to update any information that is provided, except as described above. The Issuer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Issuer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the Issuer to comply with its agreement.

The Issuer may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer or the District, if but only if the agreement, as amended, would have permitted a purchaser to purchase or sell Bonds in the offering made hereby in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The Issuer may amend or repeal the agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Purchaser from lawfully purchasing the Bonds. If the Issuer so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described

above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

The Issuer has entered into certain undertakings under SEC Rule 15c2-12 with respect to obligations issued by the Issuer for the benefit of Castle Hills Public Improvement District Nos. 2, 3, 4, 5, 6 and 7, the security for which include payments made by Denton County Fresh Water Supply Districts Nos. 1-B, 1-D, 1-E, 1-F, 1-G, 1-H, and 1-C, respectively (collectively, the "Castle Hills Districts"). In those undertakings, the Issuer undertook to provide, or cause to be provided, certain financial and operating information relating to the Castle Hills Districts. In turn, the Castle Hills Districts entered into agreements with the Issuer agreeing to provide to the Issuer such financial and operating information as well as to give notice of any events described above under "Event Notices." During the last five years, the Issuer and the Castle Hills Districts have been in compliance in all material respect with such undertakings and agreements except as follows:

> The audits of District Nos. 1-C, 1-H, and 1-G, for the fiscal year ended 9/30/14 were filed late with unaudited financial statements being filed on 7/16/15, together with a notice of late filing, and audited financial statements being filed on 9/01/15.
>
> The underlying rating on District No. 1-D was upgraded by S&P on 4/21/15 from BBB+ to A- but notice of such upgrade was not timely filed. Such filing has now been made.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

This Limited Offering Memorandum is duly approved by the Governing Body of the Issuer and the Board of Directors of the District as of the date specified on the first page hereof.

CITY OF LEWISVILLE, TEXAS

/s/_____
Mayor

ATTEST:

/s/_____
City Secretary

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-H

/s/_____
President, Board of Directors

ATTEST:

/s/_____
Secretary, Board of Directors

APPENDIX A

AERIAL PHOTOGRAPH
(2017)

SEE ATTACHED

APPENDIX B

DEFINITIONS

The following words and terms, whenever the same appear in the Bond Ordinances, the Trust Agreements or the Joint Utility Contract without qualifying language, and, unless otherwise defined herein, in this Limited Offering Memorandum, are defined to have the meanings set out below, unless the context requires a different interpretation:

Act - means, collectively, the Public Improvement District Assessment Act, as amended, Texas Local Government Code, Chapter 372, as amended.

Additional Bonds - means the additional parity bonds payable from Special Assessment Revenues and payable from Contract Payments in accordance with the Joint Utility Contract which the Issuer reserved the right to issue in the Trust Agreements.

Administrative Expense Fund - means the fund established in the Trust Agreements.

"Assessed Value" means, as determined by the Denton Central Appraisal District, the greater of (I) the total assessed valuation certified by the Appraisal District or (ii) the most recent preliminary total assessed valuation certified by the Appraisal District.

Assessment Ordinance - means the Ordinance adopted by the governing body of the Issuer on August 18, 2014, and any amendment or supplement thereto that may be hereafter adopted by the governing body of the Issuer, levying annual Special Assessments to pay the Debt Service Requirements on the Bonds against each eligible parcel of land in the P.I.D. and providing that such Special Assessments together with the Contract Revenues received from the Districts in accordance with the Contracts be paid in periodic installments in amounts necessary to pay the Debt Service Requirements on the Bonds.

Assessment Roll - means the Assessment Roll which is attached to the Assessment/Service Plan as Exhibit "A" to the Assessment Ordinance as amended from time to time in accordance with the Act, which shows, among other things, the properties within the P.I.D. subject to Special Assessments, the amount assessed, and the installment payments on the Special Assessments.

Assessment/Service Plan - means the Assessment/Service Plan prepared in accordance with the Act and approved by the governing body of the Issuer, as part of the Assessment Ordinance, on August 18, 2014, setting for the plan for services and activities to be provided in the P.I.D. and setting for the plan for apportioning the cost of the improvements to be assessed against properties in the P.I.D.

Authorized Expenditures - means the expenditures made for facilities and improvements set forth in Exhibit "A" to the Trust Agreements, but shall not include: (i) any part of the water or sewer system of the City of Lewisville, secured under the outstanding obligations of the City of Lewisville; or (ii) certain facilities which, while owned by the Issuer, are constructed or acquired to perform certain contracts between the Issuer and other entities, including private corporations, municipalities and political subdivisions and are financed by the proceeds of the Issuer's revenue bonds issued particularly to finance facilities needed to perform such contract.

Authorized Improvements - means those improvements acquired with Authorized Expenditures.

Authorized or Permitted Investments - means any investment authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Bankruptcy or Insolvency of a Person - means commencement by a Person of any voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or any consent by the Issuer to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of a Person or any substantial part of its property, or any general assignment by the Issuer for the benefit of creditors, or failure by a Person generally to pay its debts as they become due.

Bondholder Representative - means, collectively, the Series 2017 Road Bonds Bondholder Representative and the Series 2017 Utility Bonds Bondholder Representative.

Bond Ordinances - means the City of Lewisville ordinances, adopted on July 17, 2017, authorizing the issuance of the Bonds.

Bonds - means, collectively, the Utility Bonds and the Road Bonds authorized by the Bond Ordinances and issued in accordance with the Trust Agreements.

Business Day - means any day which is not a Saturday, Sunday, or a day on which the Trustee is authorized by law or executive order to close, or a legal holiday.

Cede & Co. - means the nominee of DTC in whose name the initial Bonds are to be registered.

City - means the City of Lewisville, Texas, a home rule city organized and operating under Article XI, Section 5 of the Constitution of the State of Texas.

Closing Date - means the date of physical delivery of the initial Bonds for payment in full by the Placement Agent.

Code - means the Internal Revenue Code of 1986, as amended.

Collection Fund - means the fund established in Section 4.1 of the Trust Agreements.

Comptroller - means the Comptroller of Public Accounts of the State of Texas.

Contracts - means, collectively, the Joint Utility Contract and the Joint Road Contract.

Contract Payments or District Contract Payments - means the payments required to be made by the District under the Contracts.

Contract Revenues - means the revenue paid to the Issuer by the District in accordance with the provisions of the Contracts.

Debt Service Requirements - means, as of any particular date of computation, with respect to any Parity Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside from the Interest and Sinking Fund by the Trustee on behalf of the Issuer as of such date or in such period for the payment of the Principal Installment, redemption premium, if any, and interest (to the extent not capitalized) on such Parity Bonds.

Debt Service Reserve Amount - means the lesser of (i) 10% of the principal amount of the Bonds, (ii) the maximum annual debt service requirement of the Bonds, and (iii) 125% of the average annual debt service of the Bonds.

Debt Service Reserve Funds - means the funds so designated and established to Section 4.5 of the Trust Agreements.

District - means Denton County Fresh Water Supply District No. 1-H.

Districts - means, collectively, Denton County Fresh Water Supply District No. 1-A and the District.

DTC - means The Depository Trust Company, New York, New York.

Electronic Means - means telecopy, email, or facsimile transmission or other similar means of communication approved in writing by the Trustee.

EMMA - means the Electronic Municipal Market Access system, a service of the MSRB.

Event of Default - means those events of default provided for in the Trust Agreements.

Fiscal Year - means the twelve (12) month accounting period used by the Issuer which currently ends on September 30, the Fiscal Year may be any twelve (12) consecutive month period established by the Issuer.

Foreclosure Proceeds - means the amounts received from the judicial sale of assessed property within the P.I.D. as a result of the nonpayment of Special Assessments.

Funds - means the Collection Fund, the Interest and Sinking Fund, the Administrative Expense Fund, the Prepayment Fund, the Utility Improvement Fund, the Road Improvement Fund, the Debt Service Reserve Fund, the Special Assessments Prepayment Fund, and the Redemption Fund, but not including the Rebate Fund, created by the Trust Agreements and any accounts in such Funds or Subaccounts.

Governing Body - means the City Council of the City of Lewisville, Texas.

Improvement Funds - means the funds established in the Trust Agreements.

Interest and Sinking Fund - means the interest and sinking fund and accounts created or confirmed in the Trust Agreements.

Interest Payment Date - when used in connection with any Bond, means September 1, 2017, and each March 1 and September 1 thereafter until maturity or prior redemption.

Investment Grade Rating - means a rating on the Bonds, assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement unless such credit enhancement extends through the final maturity date of the Bonds) or otherwise designated as investment grade by a Rating Agency.

Issue Date - means the Closing Date.

Issuer - means the City of Lewisville, Texas, a home rule city organized and operating pursuant to Article XI, Section 5 of the Constitution of the State of Texas.

Joint Road Contract - means that certain 2008 Joint Road Contract, dated as of August 18, 2014, as amended by an Amended 2015 Joint Road Contract, to be dated as of August 7, 2017, by and among the District, District No. 1-A and the Issuer.

Joint Utility Contract - means that certain 2008 Joint Utility Contract, dated as of August 18, 2014, as amended by an Amended 2015 Joint Utility Contract, to be dated as of August 7, 2017, by and among the District, District No. 1-A and the Issuer.

Maturity Date - means the date or dates on which principal of the Bonds is scheduled to be paid, as provided in the Bond Ordinance.

MSRB - means the Municipal Securities Rulemaking Board.

Outstanding - as of the date of determination, all Bonds theretofore issued and delivered under the Trust Agreements, except: (i) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation; (ii) Bonds for whose purchase, payment or redemption money in the necessary amount has been theretofore deposited in an account, other than the Collection Fund with the Trustee in trust for the holders of such Bond; (iii) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Trust Agreements; and (iv) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Trust Agreements.

Outstanding Bonds - means the Outstanding Bonds of those issues of City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project), and City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project).

Owner or Registered Owner - means the Person or entity who is the registered owner of any Outstanding Bond.

Paying Agent/Registrar - means the entity serving as the Trustee when serving as Paying Agent/Registrar.

Person or Person - mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or any other entity recognized by the laws of the State of Texas.

Placement Agent - means Raymond James & Associates, Inc.

Prepayments - means amounts received as a result of the payment, more than 6 months in advance of the due date thereof, of Special Assessments or Contract Revenues.

Principal Installment - means as of any particular date of computation and with respect to the Bonds, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Parity Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Parity Bonds, which would at or before said future date be retired by reason of the payment when due and application in accordance with the Bond Ordinances of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Parity Bonds, plus (b) the amount of any Sinking Fund Payment payable on said future date for the retirement of any Outstanding Parity Bonds of said series, and said future date is deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

Principal Office - when used with respect to the Trustee, means the principal office of the Trustee situated in Dallas, Texas, at which the Trustee conducts its corporate business.

Public Improvement District or P.I.D. - means the Lewisville Castle Hills Public Improvement District No. 6.

Rating Agency - mean each of Moody's Investors Service, Standard and Poor's Ratings Services, a Standard & Poor's Financial Services business, Fitch Ratings Inc., and any other Nationally Recognized Statistical Rating Organization recognized as such by the SEC.

Rebate Funds - means the rebate funds created or confirmed in the Bond Ordinances.

Record Date - means, for any Interest Payment Date, the fifteenth (15th) calendar day of the month next preceding such Interest Payment Date.

Redemption Funds - means the redemption funds established or confirmed in the Bond Ordinances.

Register - means the books of registration kept by the Paying Agent/Registrar/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, the Registered Owners.

Road Bonds - means any or all bonds of the $15,310,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project).

Rule - means SEC Rule 15c2-12, as amended from time to time.

SEC - means the United States Securities and Exchange Commission.

Securities Depository - means The Depository Trust Company, New York, New York, or any successor to DTC who serves as a securities depository.

Series 2017 Road Bonds Bondholder Representative – means the Bondholder Representative for the Owners of not less than a majority in principal amount of the Series 2017 Road Bonds then Outstanding, initially ORIX Public Finance, LLC ("ORIX"); provided, however, that if Orix no longer owns a majority of the Series 2017 Road Bonds Outstanding, then such term shall be replaced with a majority of the Owners.

Series 2017 Utility Bonds Bondholder Representative - means the Bondholder Representative for the Owners of not less than a majority in principal amount of the Series 2017 Utility Bonds then Outstanding, initially ORIX; provided, however, that if Orix no longer owns a majority of the Series 2017 Utility Bonds Outstanding, then such term shall be replaced with a majority of the Owners.

Sinking Fund Payment - means the annual payments in the years and amounts provided in the Trust Agreements which are to be made into the Interest and Sinking Fund for the purpose of redeeming the Bonds prior to maturity.

Sinking Fund Payment Date - means the date on which a Sinking Fund Payment is due.

Special Assessments - means the assessments levied against properties in the P.I.D. to pay Debt Service Requirements on the Parity Bonds as set forth in the Assessment/Service Plan which are payable in periodic installments, and may and shall be prepaid, all as provided in the Assessment Ordinance and the Bond Ordinances. Special Assessments also include any supplemental assessments or reassessments levied in accordance with the Act.

Special Assessments Prepayment Fund - means the fund by that name created by the Trust Agreements.

* Preliminary; subject to change.

Special Assessment Revenues - means the monies collected from Special Assessments levied against properties in the P.I.D., including interest on Special Assessments during the period a Special Assessment or any installment thereof is current or delinquent, prepayments, foreclosure proceeds, proceeds from a guarantor of the Special Assessments, penalties for non-timely payment of Special Assessments, earnings and income derived from the investment or deposit of moneys in the special funds or accounts created and established for the payment and security of the Bonds shall also constitute Special Assessment Revenues unless required to be deposited into the Rebate Fund for payment to the federal government, in which case, such earnings and investment income will not be Special Assessment Revenues.

Standard & Poor's - means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

Trust Agreements - means, collectively, the two Master Trust Agreements, dated as of August 1, 2014, each as supplemented by First Supplemental Trust Agreements, dated as of August 1, 2014 and each as supplemental by Second Supplemental Trust Agreements, dated as of July 1, 2017.

Trust Estate - means the property and assets conveyed to the Trustee pursuant to the granting clauses of the Trust Agreements.

Trustee - means Wilmington Trust, National Association, in Dallas, Texas, a national banking association, and any successor trustee hereunder.

Utility Bonds - means any or all bonds of the $7,690,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project).

* Preliminary; subject to change.

APPENDIX C

SUMMARY OF TRUST AGREEMENTS

The following is a brief summary of certain provisions of the Trust Agreements and is not intended to be definitive. The summary does not purport to be a complete explanation of all provisions of the Trust Agreements and reference is directed to such document, which is available from the Issuer for the complete text thereof.

General.

The Trust Agreements authorize the issuance of the Bonds, pledge the Contract Payments and Special Assessment Revenues to the repayment of the Outstanding Bonds, and establish separate funds for the disbursement of the proceeds from the Bonds and the repayment (including mandatory tender for purchase and redemption) of the Outstanding Bonds.

Funds.

All Special Assessment Revenues from the P.I.D. (other than interest and investment earnings and those received as a Prepayment of Special Assessments) and all Contract Payments are to be deposited in the Collection Fund. From the Collection Fund the monies are to be transferred upon receipt, as follows:

FIRST: To the Interest and Sinking Fund to meet Debt Service Requirements on the outstanding Bonds for the following year or a greater amount designated by the Issuer with the prior written approval of the District;

SECOND: To the Redemption Fund, any amounts required for redemptions (other than scheduled mandatory sinking fund redemptions) for the year; and

THIRD: To the Debt Service Reserve Fund, an amount necessary, if any, to increase the balance in the Debt Service Reserve Fund to the amount required to be on deposit therein as of the next succeeding Interest Payment Date.

FOURTH: To the Issuer to be used pursuant to the Joint Utility Contract or Joint Road Contract.

All Special Assessment Revenues received as Prepayments of Special Assessments are to be transferred upon receipt to the Special Assessments Prepayment Fund.

After the initial deposits required into the Interest and Sinking Fund and the Debt Service Reserve Fund, all remaining proceeds of the sale of the Bonds which will be deposited into the Improvement Funds established in the Trust Agreements and will be applied to payment of the costs of acquiring and constructing the Facilities together with all expenses incidental thereto, the costs incident to the organization and initial administration of the P.I.D., and the costs of issuance of the Bonds.

Accrued interest, if any, on the Bonds together with capitalized interest on the Bonds from the proceeds of the sale of the Bonds, shall be delivered at closing to the Interest and Sinking Fund. Thereafter, prior to each Interest Payment Date, an amount equal to the full amount of the interest on and principal of the Bonds then falling due shall be transferred from the Collection Fund to the Interest and Sinking Fund and utilized to make the payments to the Bondholders.

The Redemption Funds are the funds into which funds to be used to pay the redemption price in connection with a redemption of the Outstanding Bonds are to be transferred from the Collection Fund as provided in the Trust Agreements.

Investment of Funds.

Money held by the Trustee in any of the accounts established pursuant to the Trust Agreements will be invested in Authorized Investments as defined in the Trust Agreements pursuant to written instructions of the Issuer with the approval of the District.

Trustee Responsibility.

The Trustee may rely and shall be protected in acting, or refraining from acting upon any written notice, instruction, or request furnished to it under the Trust Agreements and believed by it to be genuine and to have been presented by the proper party or parties. The Trustee will not be liable for any action taken by it in good faith and believed by it to be authorized within the rights or powers conferred upon it by the Trust Agreements shall be answerable only for its own negligence and willful misconduct and may consult counsel of its own choice, and shall have full and complete authorization and protection for any action taken or suffered by it under the Trust Agreements in accordance with the opinion of such counsel.

Successor Trustee.

A bank or trust company authorized to perform corporate trust services may be substituted to act as Trustee under the Trust Agreements, if the Trustee resigns, or is removed, dissolved or otherwise becomes incapable of duty. The Trustee or any successor trustee may at any time resign by giving not less than 60 days prior written notice to the owners of all of the outstanding Bonds of the applicable series, and such resignation shall take effect at the end of such sixty (60) days or upon the earlier appointment of a successor trustee approved in writing by the Holders of a majority in aggregate principal amount of the Bonds of the applicable series then outstanding. The holder of any the Bonds of the applicable series outstanding, may apply to any court of competent jurisdiction to appoint a successor trustee. No resignation or removal of the Trustee shall be effective until acceptance of appointment by the successor trustee. Any successor Trustee shall have capital and surplus exclusive of borrowed capital aggregating at least $50,000,000 and shall be subject to examination or supervision by a federal or state banking authority.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation or national banking association, the resulting, surviving, or transferee corporation or national banking association without further act shall be the successor Trustee wit the same effect as if it had been named as the Trustee herein.

Amendment.

The Issuer, without the consent of the Bondholders, may amend the Trust Agreements for any of the following purposes:

a) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully be granted to or conferred upon the Bondholders or the Trustee or either of them;

b) to authorize the Trustee to perform any and all of the duties of the Trustee under the Trust Agreements;

c) To cure any ambiguity, inconsistency or formal defect or omission in the Bond Ordinance; and

d) To make such additions, deletions or modifications as may be necessary for compliance with Section 148(f) of the Code.

Exclusive of the aforementioned types of amendment, the owners of not less than a majority in aggregate principal amount of the Bonds of the applicable series then outstanding have the right, from time to time, anything contained in the Trust Agreements to the contrary notwithstanding, to consent to and approve the execution by the Trustee, the Issuer of such other amendments as shall be deemed necessary and desirable by the Trustee and the Issuer for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Trust Agreements or in any amendment thereto; provided, however, that no amendment shall permit or be construed as permitting: (i) without the consent of each Bondholder so affected, an extension of the maturity of the principal of or interest on any Bond or any scheduled mandatory redemption; (ii) a reduction in the principal amount of any Bond, or a reduction in the rate of interest thereon or a Sinking Fund Payment; (iii) without the consent of all the Bondholders, a privilege or priority of any Bond over any other Bond; or (iv) a reduction in the aggregate principal amount of the Bonds of the applicable series required for consent to such amendment. Notice of an amendment under this provision must be sent, in writing, to all Bondholders and to the District, and consent must be obtained from 51% in aggregate principal amount of the Bonds of the applicable series outstanding within 90 days following such notice, or a longer period of time prescribed by the Issuer up to 6 months.

Defeasance.

Upon payment of all outstanding Bonds, either at or before maturity, or upon deposit of moneys, or deposit into an adequate escrow of non-callable obligations backed by the full faith and credit of the United States Government, with the Trustee sufficient (together with interest earnings on such investments) with other available funds to redeem all the Bonds at or before maturity, the Bonds will be considered defeased.

APPENDIX D

SUMMARY OF THE CONTRACTS

The following is a brief summary of certain provisions of the 2008 Joint Utility Contract and the 2008 Joint Road Contract (collectively, the "Contracts") and is not intended to be definitive. The summary does not purport to be a complete explanation of all provisions of the Contracts, and reference is directed to the Contracts, which is available from the Issuer for the complete text thereof.

General

The Contracts are agreements among the City of Lewisville (the "Issuer"), Denton County Fresh Water Supply District No. 1-A ("District 1-A") and Denton County Fresh Water Supply District No. 1-H (the "District"). The Contracts contains the terms and conditions under which the Facilities will be financed, constructed and operated.

Terms of Contracts

The Contracts are dated as of August 18, 2014, and continue for so long as any of the Parity Bonds and any Additional Bonds remain outstanding and unpaid, but in no event longer than 40 years from the date thereof.

Responsibilities of Parties

The Issuer is obligated to issue the Bonds to finance, acquire, construct, own, or operate the Facilities. The Issuer agrees to submit a draft of any resolution authorizing the issuance of the Bonds to the District, and obtain its approval before issuing the Bonds and any Additional Bonds.

District 1-A has the primary responsibility as project manager in connection with the construction, acquisition and operation of the Facilities. This responsibility entails designing the Facilities, acquiring easements and sites for the Facilities, awarding and supervising construction contracts.

For each year while the Bonds and any Additional Bonds, or any part of the principal and interest on the Bonds and any Additional Bonds, remain outstanding and unpaid, the District agrees to levy, assess and collect a continuing direct annual ad valorem tax, without limit as to rate or amount on all taxable property within the boundaries of the District to make all payments under the Contracts. The taxes shall be sufficient to make all payments on the Bonds and any Additional Bonds, all charges and fees of the Paying Agent/Registrar or trustee, all costs incident to the Facilities or the Parity Bonds, all payments to special funds or reserve funds established by the Bond Ordinances and Trust Agreements, and all operations and maintenance expenses of the Facilities.

Procedure for Calculating Annual Tax Rate

Under the Contracts, the District shall, prior to setting its tax rate each year, calculate the amount of the payments to be made to the Issuer during the forthcoming year.

Subject to any limitation imposed by the Bond Ordinances or the Trust Agreements, the District has the right to acquire the Facilities at any time during the term of the Contracts by paying to the Issuer the amount necessary to repay, redeem, refund or defease the Bonds and any Additional Bonds, together with all costs incident thereto. The District is required to furnish written notice to the Issuer no less than 60 days prior to the exercise of this right.

Remedies

In addition to all remedies provided by the laws of the State of Texas, the District covenants and agrees that, if that the District defaults in the payment of any of the amounts required to be paid under the Contracts or defaults in the performance of any of the obligations of the Contracts, the Issuer or the Trustee shall be entitled to a writ of mandamus requiring performance of the obligation.

Approved by Voters

At an election conducted on November 4, 2008, the Contracts were approved by the voters within the District.

APPENDIX E

FORM OF BOND COUNSEL'S OPINION

APPENDIX F

DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

APPENDIX G

FINANCIAL INFORMATION CONCERNING THE DEVELOPER

The Developer has delivered the financial information included in this APPENDIX G (the "Financial Information") to the District for publication in connection with the District's offer and sale of the Bonds. The Financial Information has been included herein solely as additional information concerning the financial condition and capability of the Developer. Such Financial Information is relevant, among other reasons, to the Developer's ability to continue developing its land within the District and to pay ad valorem taxes thereon, and to preserve its financial investment in the District. See "THE DEVELOPER". The Developer is not responsible for, liable for, and has not made any commitment for payment of the Bonds or other obligations of the District or the Issuer and the inclusion of the Financial Information herein should not be construed as an implication to that effect. The Developer has no legal commitment to the District, the Issuer, or holders of the Bonds to continue development of land within the District and may sell or otherwise dispose of property within the District, or any other assets, at any time. Further, the Developer's financial condition is subject to change, and, except as stated in this Limited Offering Memorandum under the section captioned "CONTINUING DISCLOSURE OF INFORMATION," financial information concerning the Developer will not be provided by the District after the sale of the Bonds. Therefore, the District cautions that the Financial Information should not be construed or interpreted as an indication of the investment security of the Bonds.

The Developer has represented to the District that the Financial Information has been prepared from its books and records, has been prepared in accordance with generally accepted accounting principles, fairly represents the financial condition of the Developer as the date indicated, and does not fail to disclose any material fact or omit to state any material facts necessary to make such Financial information not misleading and that there has not been any material adverse change in the financial condition of the Developer since the date on which the financial information is presented.

The following financial information of the Developer is included in this Appendix G:

Bright Realty

1. Audited Financial Statements as of December 31, 2016 and 2015
2. Unaudited Balance Sheet, Statement of Net Income (Loss), and Statement of Cashflow as of June 1, 2017

APPENDIX H

FORM OF INVESTMENT LETTER

_____, 2017

City of Lewisville, Texas
Lewisville, Texas

Denton County Fresh Water Supply District No. 1-H
Lewisville, Texas

Raymond James & Associates, Inc.
Dallas, Texas

City of Lewisville, Texas
Combination Contract Revenue and Special Assessment
Utility System Bonds,
Series 2017
(Lewisville Castle Hills Public Improvement District No. 6 Project)

and

City of Lewisville, Texas
Combination Contract Revenue and Special Assessment
Road System Bonds,
Series 2017
(Lewisville Castle Hills Public Improvement District No. 6 Project)

Ladies and Gentlemen:

In connection with our purchase of $_____ Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") and $_____ Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds", and together with the Utility Bonds, the "Bonds"), issued by the City of Lewisville, Texas (the "Issuer"), pursuant and subject to the terms and provisions of that certain Master Trust Agreement and First Supplemental Trust Agreement relating to the Utility Bonds, by and between the City of Lewisville, Texas and Wilmington Trust, N.A., as Trustee and the Ordinance of the City authorizing the issuance of the Utility Bonds, and pursuant to the Master Trust Agreement and First Supplemental Trust Agreement relating to the Road Bonds, by and between the City of Lewisville, Texas and Wilmington Trust, N.A., as Trustee, we certify, represent and warrant to you as follows:

1. We acknowledge that we have agreed to purchase the Bonds directly from the Issuer.

2. We are (a) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act") and (b) an "institutional investor" within the meaning of applicable state securities laws. We have experience and expertise in the purchase and ownership of obligations similar to the Bonds. We are duly and validly organized under the laws of our jurisdiction of incorporation or organization. We are capable of evaluating the merits and risks of the purchase of the Bonds on the bases of the information and review of the materials described in paragraph (3) below. We understand fully the nature of this particular investment in the Bonds and the risks associated with the investment, including

the risks that no secondary market may exist with respect to the Bonds. We can bear the economic risk of the purchase of the Bonds.

3. We have (a) received and thoroughly read and evaluated the Limited Offering Memorandum, including the appendices thereto, dated _____, 2017, relating to the offering of the Bonds, and (b) been given the opportunity (i) to ask questions of, and receive answers from, the management of the Issuer, Denton County Fresh Water Supply District No. 1-A, Denton County Fresh Water Supply District No. 1-G, and Bright Realty, LLC concerning their operations and financial conditions and the terms and conditions of the Bonds and (ii) to obtain such additional information (including, without limitation, financial information, appraisals, and projections) as we have requested and that we deem necessary in our decision to purchase the Bonds. We recognize that the Limited Offering Memorandum may not contain all information necessary or desirable for analyzing the risks involved in the purchase of the Bonds. We have relied on information contained in the Limited Offering Memorandum as part of our decision to purchase the Bonds. We are able and willing to bear the economic risks of the purchase and ownership of the Bonds.

4. We are purchasing the Bonds for our own account and not for the account of others or for resale. In any event, if we sell, or issue a participation in, any Bonds, we will comply with all applicable federal and state securities laws and, unless the Bonds have ever been rated in one of the four highest rating categories by a nationally recognized rating service, will offer and sell the Bonds only to one or more "qualified institutional buyers" (as defined in Rule 144A promulgated under the Act) and/or "accredited investors" (as defined in Rule 501 under Regulation D promulgated under the Act). We have no current intention of reselling or disposing of the Bonds or engaging in any "distribution" thereof, but retain the right to do so in the future.

5. We recognize that, except (i) as set forth in the Limited Offering Memorandum and (ii) as otherwise set forth in the Bond Purchase Agreement and the documents delivered pursuant thereto in connection with the issuance of the Bonds, no representations or warranties as to the accuracy or the adequacy of the information in the Limited Offering Memorandum or otherwise provided to us have been made by the Issuer, Winstead PC, as bond counsel, First Southwest Company, as financial advisor to the Issuer, or Bracewell LLP, as counsel to the Issuer, Raymond James & Associates, Inc. as the underwriter, or McCall, Parkhurst & Horton, LLP, as counsel to the Placement Agent.

6. We recognize that the statements set forth in this letter are being relied upon by the parties involved in the issuance and sale of the Bonds and such statements shall survive the execution and delivery to us of the Bonds and the instruments and documents contemplated thereby.

7. Purchaser understands that the Bonds are not rated by any nationally recognized rating service.

Sincerely,

[PURCHASER]

By _____

Name: _____

Title: _____

APPENDIX I

[FORM OF TRANSFEREE LETTER]

City of Lewisville, Texas
1197 W. Main at Civic Center
Lewisville, Texas 75209

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

City of Lewisville, Texas
Combination Contract Revenue and Special Assessment
[Utility System] [Road System] Bonds,
Series 2017
(Lewisville Castle Hills Public Improvement District No. 6 Project)

Ladies and Gentlemen:

In connection with the purchase of $_____ par amount of the City of Lewisville, Texas Combination Contract Revenue and Special Assessment [Utility System] [Road System] Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby acknowledges, represents and warrants to, and agrees with the City of Lewisville, Texas and Wilmington Trust, National Association, as Paying Agent/Registrar for the Bonds, as follows:

(i) The Purchaser is a "Qualified Institutional Buyer" within the meaning of Rule 144A of the United States Securities and Exchange Commission and is an "Institutional Investor" within the meaning of applicable state securities laws; and

(ii) The Purchaser is not acquiring the Bonds for more than one account or with a view to distribution thereof, provided that the Purchaser reserves the right to sell, pledge, dispose, convey or otherwise transfer the Bonds at some future date determined by the Purchaser, provided that any such transferee shall be required to execute a Transferee Letter in the form of this letter as a condition to any transfer of the Bonds.

Very truly yours,

[PURCHASER]

By: _____

$7,690,000
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
UTILITY SYSTEM BONDS
SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

AND

$15,310,000
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
ROAD SYSTEM BONDS
SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

BOND PLACEMENT AGREEMENT

July 17, 2017

Honorable Mayor and City Council
City of Lewisville, Texas
c/o Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

Dear Mayor and City Council Members:

The undersigned (the "Placement Agent") offers to enter into this Bond Placement Agreement with the City of Lewisville, Texas (the "Issuer") and Denton County Fresh Water Supply District No. 1-H (the "District"). This offer is made subject to the Issuer's acceptance of this Bond Placement Agreement on or before 10:00 p.m., Dallas Time on the date hereof.

1. **Offering of the Bonds**. Upon the terms and conditions and upon the basis of the representations set forth herein, the Placement Agent hereby agrees to use its best efforts to assist the Issuer in placing the referenced bonds consisting of $7,690,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") and $15,310,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds") (the Utility Bonds and the Road Bonds, collectively, the "Bonds") with sophisticated investors. As compensation for its services, the Placement Agent will receive a total fee of $460,000.00 upon the delivery of the Bonds to the initial purchasers thereof, Orix USA (the

"Purchaser"), against payment of the purchase price thereof, as specified in Section 6 hereof (the "Closing"). The Bonds shall have the dated date, the maturities and bear interest from the dates at the rate or rates per annum as shown on the cover page of the Limited Offering Memorandum (hereinafter defined), such interest being payable as shown on the cover page of the Limited Offering Memorandum. The Issuer acknowledges and agrees that (i) the placement of the Bonds pursuant to this Bond Placement Agreement is an arm's-length commercial transaction between the Issuer and the Placement Agent, (ii) in connection with such transaction, the Placement Agent is acting solely as a principal and not as an advisor, including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act), agent or a fiduciary of the Issuer, (iii) the Placement Agent has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the placement of the Bonds or the process leading thereto (whether or not the Placement Agent has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, (iv) the Placement Agent has financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. **Bond Ordinance**. The Bonds shall be authorized and issued pursuant to two separate Bond Ordinances each adopted by the Issuer on June 19, 2017 (the "Bond Ordinance"). The Bonds shall be as described in and shall be secured and payable as provided in the Bond Ordinance, two separate Master Trust Agreements, each dated as of August 1, 2014, each as supplemented by First Supplemental Trust Agreements, dated as of August 1, 2014, and Second Supplemental Trust Agreements, dated as of July 1, 2017 (collectively, the "Trust Agreements") between the Issuer and Wilmington Trust, National Association (the "Trustee"), and a 2008 Joint Utility Contract and a 2008 Joint Road Contract, each dated August 18, 2014, as amended, respectively, by an Amended 2015 Joint Utility Contract and an Amended 2015 Joint Road Contract, each to be dated as of August 7, 2017 (collectively, the "Contracts") among the Issuer, Denton County Fresh Water Supply District No. 1A ("District No. 1A"), and the District.

3. **Limited Offering Memorandum**. Exhibit A hereto is the Limited Offering Memorandum, including the cover page and Appendices thereto, of the District, dated July 17, 2017 (together with the Preliminary Limited Offering Memorandum, dated July 13, 2017 (the "Limited Offering Memorandum"), with respect to the Bonds. The District hereby authorizes the Placement Memorandum and the information therein contained to be used by the Placement Agent in connection with the placement of the Bonds.

4. **Representations, Warranties and Agreements of the Issuer**. On the date hereof, the Issuer represents, warrants and agrees as follows:

(a) The Issuer is a home rule city created pursuant to the Constitution and laws of the State of Texas and has full legal right, power and authority (i) to issue the Bonds described in the Bond Ordinance, the Contracts, the Trust Agreements and this Bond Placement Agreement, (ii) to authorize and approve the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to authorize and approve their distribution by the Placement Agent,(iii) to adopt the Bond Ordinance and to carry out and

consummate the actions contemplated thereby, and (iv) to carry out and consummate all other transactions contemplated by each of the aforesaid documents;

(b) The Issuer has duly created and established the Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District") pursuant to Chapter 372, Texas Local Government Code and the Issuer has full legal right, power, and authority to levy, assess, and collect the special assessments in accordance with City of Lewisville Ordinance No. 4105-08-2014 (the "Assessment Ordinance").

(c) The Issuer has complied, and will be at the date of Closing in compliance, in all material respects, with the Constitution and laws of the State of Texas in connection with the authorization, issuance and sale of the Bonds;

(d) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Bond Ordinance, has duly authorized and approved the execution and delivery of the Bonds, the Trust Agreements, the Contracts and this Bond Placement Agreement, and has duly authorized and approved the performance of its obligations contained in the Bond Ordinance, the Trust Agreements, the Contracts, and this Bond Placement Agreement;

(e) To the knowledge of the Issuer, the Issuer is not in breach of or default in any material respect under any applicable law or administrative regulation of the State of Texas or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument, except as may be disclosed in the Limited Offering Memorandum, to which the Issuer is a party or is otherwise subject, which would have a material and adverse effect upon the Bonds; and the execution and delivery of the Contracts, the Trust Agreements, and this Bond Placement Agreement by the Issuer and the execution and delivery of the Bonds and the adoption of the Bond Ordinance by the Issuer and compliance with the provisions of each thereof will not violate or constitute a material breach of or default under any existing law, administrative regulation, judgment, decree or any agreement or other instrument to which the Issuer is a party or, to the knowledge of the Issuer, is otherwise subject;

(f) All approvals, consents and orders of any governmental authority or agency having jurisdiction which approval, consent or order would constitute a condition precedent to the performance by the Issuer of its obligation to issue the Bonds hereunder will have been obtained prior to the Closing;

(g) The Preliminary Limited Offering Memorandum did not, and at the time of the Issuer's acceptance hereof, insofar as the Issuer and its affairs, including its financial affairs, are concerned, the Limited Offering Memorandum does not, and at the time of the Closing, the Limited Offering Memorandum will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) Between the date of this Bond Placement Agreement and Closing, the Issuer will not, without the prior written consent of the Placement Agent, issue any additional bonds, notes or other obligations for borrowed money payable in whole or in part from payments under the Contracts or special assessments on the property located within the District;

(i) No litigation is pending or, to the knowledge of the Issuer, threatened in any court affecting the existence of the Issuer, the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Bonds, the levy or the collection of the special assessments pledged or to be pledged to make payments on the Bonds, or in any way contesting or affecting the issuance, execution, delivery, payment, security or validity of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement, or contesting the powers of the Issuer, or any authority for the Bonds, the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement or contesting in any way the completeness, accuracy or fairness of the Limited Offering Memorandum;

(j) The descriptions contained in the Limited Offering Memorandum of the Issuer and the Improvement District are true and correct in all material respects; and

(k) If after the date of this Bond Placement Agreement to and including the date of Closing, an event occurs of which the Issuer has knowledge and which would cause the Limited Offering Memorandum to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Placement Agent, and if in the opinion of the Issuer or the Placement Agent such event requires a supplement or amendment to the Limited Offering Memorandum, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with laws, the Issuer will supplement or amend the Limited Offering Memorandum in a form and in a manner jointly approved by the Issuer and the Placement Agent, such that the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such supplement or amendment shall be subsequent to the Closing, the Issuer shall furnish such certificates, instruments and other documents as the Placement Agent may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum.

5. **Representations, Warranties and Agreements of the District**. On the date hereof, the District represents, warrants and agrees as follows:

(a) The District was created by an election held on May 3, 2003, and operates as a water control and improvement district pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51, Texas Water Code, as amended, with certain reserved powers under Chapter 53, Texas Water Code, as amended, and has full legal right, power and authority (i) to enter into the Contracts and this Bond Placement Agreement, (ii) to authorize

and approve the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to authorize and approve its distribution by the Placement Agent, (iii) to approve the form of the Bond Ordinance, (iv) to enter into this Bond Placement Agreement, and (v) to carry out and consummate all other transactions contemplated by each of the aforesaid documents;

(b) The District has complied, and will be at the date of Closing in compliance, in all material respects, with the Constitution and laws of the State of Texas in connection with the Contracts and the performance of its obligations thereunder;

(c) By official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the execution and delivery of the Contracts and this Bond Placement Agreement, and has duly authorized and approved the performance by the District of its obligations contained in the Contracts and this Bond Placement Agreement;

(d) To the knowledge of the District, the District is not in breach of or default under any applicable law or administrative regulation of the State of Texas or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument, except as may be disclosed in the Limited Offering Memorandum, to which the District is a party or is otherwise subject, which would have a material and adverse effect upon the business or financial condition of the District; and the execution and delivery of the Contracts and this Bond Placement Agreement by the District and compliance with the provisions of each thereof will not violate or constitute a material breach of or default under any existing law, administrative regulation, judgment, decree or any agreement or other instrument to which the District is a party or, to the knowledge of the District, is otherwise subject;

(e) The Preliminary Limited Offering Memorandum did not and, at the time of the District's acceptance hereof, the Limited Offering Memorandum does not, and at the time of the Closing, the Limited Offering Memorandum will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading insofar as information within the knowledge of the District is concerned;

(f) The audited financial statements of the District as of September 30, 2016, contained in the Limited Offering Memorandum present fairly the financial position as of such date, and the results of its operations for the year then ended, in conformity with generally accepted accounting principles, and there has been no material adverse change in the financial condition of the District since September 30, 2016;

(g) Between the date of this Bond Placement Agreement and Closing, the District will not, without the prior written consent of the Placement Agent, issue any additional bonds, notes or other obligations for borrowed money payable in whole or in part from ad valorem taxes;

(h) No litigation is pending or, to the knowledge of the District, threatened in any court affecting the existence of the District, the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Bonds, the levy or the collection of taxes pledged or to be pledged to make payments under the Contracts, the levy or collection of special assessments to make payments under the Bonds or in any way contesting or affecting the issuance, execution, delivery, payment, security or validity of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Ordinance, the Trust Agreements, the Contracts, this Bond Placement Agreement, or contesting the powers of the District, or any authority for the Bonds, the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement or contesting in any way the completeness, accuracy or fairness of the Limited Offering Memorandum;

(i) The descriptions contained in the Limited Offering Memorandum of the District are true and correct in all material respects, and the descriptions of the Bonds, the Trust Agreements, the Contracts, and the Bond Ordinance accurately reflect the provisions of such instruments; and

(j) If after the date of this Bond Placement Agreement to and including the date of Closing, an event occurs of which the District has knowledge and which would cause the Limited Offering Memorandum to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall notify the Placement Agent, and if in the opinion of the District or the Placement Agent such event requires a supplement or amendment to the Limited Offering Memorandum, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with laws, the District will request the Issuer to supplement or amend the Limited Offering Memorandum in a form and in a manner jointly approved by the Issuer, the District and the Placement Agent, such that the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such supplement or amendment shall be subsequent to the Closing, the District shall furnish such certificates, instruments and other documents as the Placement Agent may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum.

6. **Closing**. At 10:00 A.M., Dallas Time, on August 8, 2017 (the "Closing"), or such other date as agreed to by the Issuer and the Placement Agent, the Issuer will deliver the initial Bond and other documents hereinafter mentioned to or under the direction of the Placement Agent and the Placement Agent will accept delivery and cause the purchase price of the Bonds to be paid by the Purchaser as set forth in Paragraph 1 hereof. The purchase price shall be paid in immediately available funds. Delivery and payment as aforesaid shall be made at the offices of Winstead, P.C., 500 Winstead Building, 2728 N. Harwood, Dallas, Texas 75201, or such other place as shall have been mutually agreed upon by the Issuer and the Placement Agent. The Bonds shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of each series of the Bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, all as provided in the Bond Ordinance, and shall be made available

to the Placement Agent or its designee at least one business day before the Closing for purposes of inspection in Fort Worth, Texas, or such other place as shall be mutually satisfactory to the Issuer and the Placement Agent.

7. **Conditions**. The Placement Agent has entered into this Bond Placement Agreement in reliance upon the representations and warranties of the Issuer and the District contained herein and to be contained in the documents and instruments to be delivered at the Closing, and upon the performance by the Issuer and the District, of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Placement Agent's obligations under this Bond Placement Agreement to privately place the Bonds shall be subject to the performance by the Issuer and the District of their respective obligations to be performed hereunder and under such documents and instruments executed at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of Issuer and the District contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of Closing, as if made on the date of Closing;

(b) At the time of the Closing, the Bond Ordinance, the Trust Agreements, and the Contracts shall be in full force and effect, and the Bond Ordinance, the Trust Agreements, and the Contracts shall not have been amended, modified or supplemented and the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent;

(c) At the time of the Closing, all official actions of the Issuer and the District related to the Contracts, the Bond Ordinance, the Trust Agreements, this Bond Placement Agreement and the Limited Offering Memorandum shall be in full force and effect and shall not have been amended, modified or supplemented;

(d) Neither the Issuer nor the District shall have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(e) At or prior to the Closing, the Placement Agent shall have received each of the following documents:

(1) The Limited Offering Memorandum executed on behalf of the Issuer by the Mayor and City Secretary of the Issuer and by the President and Secretary of the Board of Directors of the District;

(2) The Bond Ordinance certified by the City Secretary of the Issuer under its seal as having been duly adopted by the Issuer and as being in effect, with such changes or amendments as may have been agreed to by the Placement Agent and evidence of official action of the District approving the form of the Bond Ordinance;

(3) The Trust Agreements executed on behalf of the Issuer by the Mayor and City Secretary of the Issuer and by authorized officers of the Trustee;

(4) The opinion or opinions, dated the date of Closing, of Winstead, PC, Bond Counsel, in form and substance acceptable to the Placement Agent concerning the validity of the Bonds under Texas law, the excludability from gross income, for purposes of federal income taxes, of interest on the Bonds;

(5) The opinions, dated on or prior to the date of Closing, of the Attorney General of Texas, approving the Bonds and evidence of the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, all as required by law;

(6) The supplemental opinion, dated the date of Closing, of Winstead, PC, addressed to the Issuer, the Trustee, and the Placement Agent (i) with respect to the enforceability of the Trust Agreements and the Contracts, and (ii) to the effect that, in its capacity as Bond Counsel, such firm has reviewed the information contained under the captions "THE BONDS," "TAX PROCEDURES," "ASSESSMENT PROCEDURES," "THE ISSUER," "THE DISTRICT," "THE IMPROVEMENT DISTRICT," "LEGAL MATTERS," "TAX EXEMPTION," "CONTINUING DISCLOSURE OF INFORMATION," "APPENDIX B DEFINITIONS," "APPENDIX C - SUMMARY OF TRUST AGREEMENTS" "APPENDIX D - SUMMARY OF THE CONTRACTS" and "APPENDIX E - FORM OF BOND COUNSEL OPINION" contained in the Limited Offering Memorandum, and such firm is of the opinion that such information, fairly summarizes the procedures, law and documents referred to therein. The opinion of such firm shall also state that, based upon its participation in the preparation of the Limited Offering Memorandum, such Counsel has no reason to believe that the Limited Offering Memorandum (except for the financial statements and other financial and statistical data contained therein, as to which no view need be expressed), as of the date thereof, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(7) An opinion or opinions from Winstead, PC, Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Placement Agent to the effect that the Bonds are exempted securities as described in Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, to the extent provided in such Acts, and it is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Bond Ordinance and the Trust Agreements under the Trust Indenture Act of 1939, as amended;

(8) An opinion or opinions of McCall, Parkhurst & Horton L.L.P., Placement Agent's Counsel, dated the date of Closing, in form and substance satisfactory to the Placement Agent.

(9) An opinion of Norton Rose Fulbright US LLP, counsel to the Trustee, addressed to the Issuer and the Placement Agent, concerning the validity of the Trust Agreements;

(10) A certificate, dated the date of Closing, signed by the Mayor of the Issuer, to the knowledge of the Issuer, in his official capacity, to the effect that to his knowledge or belief (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing, as if made on the date of Closing; (ii) no litigation is pending or, to the knowledge of the Issuer, threatened in any court to restrain or enjoin the issuance or delivery of the Bonds, the payments under the Contracts, or the levy or collection of special assessments to pay the Special Assessment Revenues, respectively, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement, or contesting the powers of the Issuer or contesting the authorization of the Bonds, the Contracts, the Bond Ordinance, or the Trust Agreements, or contesting in any way the accuracy, completeness or fairness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum (but in lieu of or in conjunction with such certificate, the Placement Agent may, in its sole discretion, accept certificates or opinions of counsel of the Issuer that, in his or her opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) the information, descriptions and statements of or pertaining to the Issuer contained in the Limited Offering Memorandum, on the date thereof and on the date of delivery were and are true and correct in all material respects; (iv) insofar as the Issuer and its affairs, including its financial affairs, are concerned, the Limited Offering Memorandum did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements, including financial data contained in the Limited Offering Memorandum, of or pertaining to entities other than the Issuer and their activities are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and that the Issuer has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the Issuer has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the Issuer; and (vi) no event affecting the Issuer has occurred since the date of the Limited Offering Memorandum which should be disclosed in the Limited Offering Memorandum for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(11) A certificate, dated the date of Closing, signed by the President or Vice President of the Board of Directors of the District, in their official capacities, to the effect that to their knowledge or belief (i) the representations and warranties of the District contained herein are true and correct in all material respects on and as of the date of Closing, as if made on the date of Closing; (ii) no litigation is pending or, to the knowledge of the District, threatened in any court to restrain or enjoin the issuance

or delivery of the Bonds, or the levy or collection of the taxes pledged or to be pledged pursuant to the Contracts to pay Contract Revenues and on the levy or collection of special assessments to pay the Special Assessment Revenues, respectively, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement, or contesting the powers of the District or contesting the authorization of the Bonds, the Contracts, the Bond Ordinance, or the Trust Agreements, or contesting in any way the accuracy, completeness or fairness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum (but in lieu of or in conjunction with such certificate, the Placement Agent may, in its sole discretion, accept certificates or opinions of counsel of the District that, in their opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) the information, descriptions and statements of or pertaining to the District contained in the Limited Offering Memorandum, on the date thereof and on the date of delivery were and are true and correct in all material respects; (iv) insofar as the District and its affairs, including its financial affairs, are concerned, the Limited Offering Memorandum did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements, including financial data contained in the Limited Offering Memorandum, of or pertaining to entities other than the District and their activities are concerned, such statements and data have been obtained from sources which the District believes to be reliable and that the District has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the District has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District; (vii) to the best of their knowledge, no event affecting the District has occurred since the date of the Limited Offering Memorandum which should be disclosed in the Limited Offering Memorandum for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect, and (viii) there has not been any material and adverse change in the financial condition of the District since September 30, 2016, the latest date as to which audited financial information is available.

(12) A certificate, dated the date of Closing, of an appropriate official of the Issuer to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of delivery of the Bonds, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

(13) An Investment Letter, dated on or before the date of Closing, substantially in the form attached to the Limited Offering Memorandum as Exhibit H, executed by an authorized officer of the Purchaser.

(14) A Certificate of Purchaser, dated on or before the date of Closing, in substantially the form set forth in Exhibit B hereto, executed by an authorized officer of the Purchaser.

(15) A certificate or letter of representation from the Developer (as defined in the Limited Offering Memorandum) to the effect that the information in the Limited Offering Memorandum under the captions "DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT," "THE CASTLE HILLS PROJECT," and "THE DEVELOPER" are true and correct in all material respects and do not omit to state any material fact necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading; and

(16) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel or Placement Agent's Counsel may reasonably request to evidence the truth, accuracy and completeness, as of the date hereof and as of the date of Closing, of the Issuer's and District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memorandum and the due performance and satisfaction by the Issuer and the District at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the District.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Placement Agreement shall be in form and substance satisfactory to Bond Counsel and Counsel to the Placement Agent.

8. **Termination**. The Placement Agent, by written notice to the Issuer, may terminate its obligation to place the Bonds at any time before Closing between the date of this Agreement and the Closing, if the market price or marketability of the Bonds or the ability of the Placement Agent to enforce contracts for the sale of the Bonds shall be materially adversely affected, in the sole judgment of the Placement Agent, reasonably exercised, by the occurrence of any of the following:

(a) (i) Legislation shall have been introduced in or enacted by the Congress of the United States, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any Committee of such House, or (ii) a decision shall have been rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or (iii) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (iv) a release or Limited Offering Memorandum shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which, in any such case described in clause (i), (ii),

(iii), or (iv), would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds or upon income of the general character to be derived by the Issuer, other than any imposition of federal income taxes upon interest received on obligations of the general character as the Bonds on the date hereof and other than as disclosed in the Limited Offering Memorandum.

(b) Any action shall have been taken by the Securities and Exchange Commission or by a court of competent jurisdiction which would require registration of any security under the Securities Act of 1933, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Bonds, or any action shall have been taken by any court or by any governmental authority of competent jurisdiction suspending the use of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority.

(c) (i) The Constitution of the State of Texas shall be amended or an amendment shall be proposed, or (ii) legislation shall be enacted, or (iii) a decision shall have been rendered as to matters of Texas law, or (iv) any order, ruling or regulation shall have been issued or proposed by or on behalf of the State of Texas by an official, agency or department thereof, affecting the tax status of the Issuer, the District, their respective property or income, its bonds (including the Bonds) or the interest thereon.

(d) A general suspension of trading in securities on the New York Stock Exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so or a material disruption in securities settlement, payment or clearance services in the United States shall have occurred.

(e) A national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Placement Agent.

(f) There shall have occurred any financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or the state bankruptcy laws by or against the State or any agency of the State;

(g) There shall have occurred (whether or not foreseeable) any (a) new material outbreak of hostilities (including, without limitation, an act of terrorism) or (b) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (c) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(h) An event described in Paragraph 6(j) hereof occurs which requires a supplement or amendment to the Limited Offering Memorandum, and such supplement or amendment is not agreed to by the Placement Agent.

(i) A general banking moratorium shall have been declared by authorities of the United States, the State of New York or the State of Texas.

(j) There shall have occurred any materially adverse change in the financial condition of the Issuer or the District, except for changes which the Limited Offering Memorandum discloses are expected to occur.

(k) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's or the District's obligations.

9. **Expenses**. The Placement Agent shall be under no obligation to pay and the Issuer shall pay any expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to: (i) the cost of the preparation, printing and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (including amendments or supplements thereto); (ii) the cost of the preparation and printing of the Bonds; (iii) the fees and expenses of Bond Counsel; (iv) the fees and disbursements of the Attorney General of Texas and the Issuer's and the District's accountants, advisors, and any other experts or consultants retained by the Issuer or the District; (v) issuance costs associated with CUSIP and DTC filing; (vi) the fees and expenses of the Trustee and Trustee's counsel; and (vii) the fees and expenses of Placement Agent's Counsel.

10. **Notices**. Any notice or other communication to be given to the Issuer under this Bond Placement Agreement may be given by delivering the same in writing at the address for the Issuer set forth above, and any notice or other communication to be given to the Placement Agent under this Bond Placement Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 5956 Sherry Lane, Suite 1900, Dallas, Texas 75225, Attention: Lori Sullivan. The approval of the Placement Agent when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing, signed by the Placement Agent and delivered to the Issuer.

11. **Parties in Interest**. This Bond Placement Agreement is made solely for the benefit of the Issuer, the District and the Placement Agent (including the successors or assigns of the Placement Agent) and no other person shall acquire or have any right hereunder or by virtue hereof. The representations, warranties and agreements contained in this Bond Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Placement Agent and (ii) delivery of any payment for the Bonds hereunder; and the Issuer's representations and warranties contained in Section 4 hereof and the District's representations and warranties contained in Section 5 hereof shall remain operative and in full force and effect regardless of any termination of the Bond Placement Agreement.

12. **Source of Payment**. All obligations of the Issuer hereunder shall be payable solely from the proceeds of the Bonds or the Contract Revenues and Special Assessments identified in the Trust Agreements.

13. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

14. **Severability**. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. **Business Day**. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. **Counterparts**. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. **No Personal Liability**. None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Placement Agent with any liability, or be held liable to the Placement Agent under any term or provision of this Agreement, or because of execution or attempted executing, or because of any breach or attempted or alleged breach, of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

18. **Effective Date**. Upon the execution of the acceptance hereof by the Issuer and the District the Bond Placement Agreement shall be effective as of the date set forth on the first page hereof, and shall be valid and enforceable as of the time of such effectiveness.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Title: _____

Accepted at ____ a.m./p.m. CDST this 17th day of July, 2017.

CITY OF LEWISVILLE, TEXAS

By:_____
City Manager

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-H

By: _____
President

EXHIBIT A

LIMITED OFFERING MEMORANDUM

EXHIBIT B

CERTIFICATE OF THE PURCHASER*

The undersigned, on behalf of ORIX, USA ("Purchaser"), hereby certifies as set forth below with respect to the purchase of the $_____ City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) and $_____ City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (collectively, the "Bonds").

The Purchaser is purchasing the Bonds as the first buyer of the Bonds at a purchase price equal to the principal amount thereof. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser is not acquiring the Bonds from the Issuer in consideration for the payment of property, other than money.

For purposes of this Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to a person (including an individual, trust, estate, partnership, association, company, or corporation) that is not an Underwriter, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to a person (including an individual, trust, estate, partnership, association, company, or corporation) that is not an Underwriter (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public) and (2) any person who has more than 50 percent common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Winstead, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED as of this _____, 2017.

ORIX, USA, as Purchaser

By:_____
Name:_____

* Bond Counsel may substitute its preferred form.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: July 5, 2017

SUBJECT: **Consideration of an Ordinance Authorizing the Issuance of $15,310,000 City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Series 2017 Road Bonds") in Accordance With the Terms of That Certain Master Trust Agreement and Second Supplemental Trust Agreement; Approving and Authorizing the Execution of the Second Supplemental Trust Agreement; Authorizing a Final Limited Offering Memorandum Pertaining to the Issuance of the Series 2017 Road Bonds; Approving a Bond Placement Agreement; Providing a Repealer, Severability, and an Effective Date; and Containing Other Matters Related to the Series 2017 Road Bonds.**

BACKGROUND

The City of Lewisville entered into a development agreement with Bright Farm Partnership, Denton County Freshwater Supply District 1-A (DCFWSD) and Denton County Fresh Water Supply District 1-B in 1996. This agreement laid out the methodology for annexation of the DCFWSDs that make up what is known as "Castle Hills" as well as various other operational issues. This agreement allows the DCFWSDs to contract with the City of Lewisville to create Public Improvement Districts (PIDs) to issue Combination Contract Revenue and Special Assessment Bonds secured by an annual ad valorem tax without legal limitation as to the rate or amount. As such, the city provides a financing conduit for infrastructure for the districts. The bonds are not general obligations of the City and are not payable from any funds raised or to be raised by taxation or any other revenue sources of the City. The proceeds from the sale of the debt are limited to street and roadway improvements and water, sewer and drainage improvements.

Eight DCFWSDs have been formed (1-A through 1-H). A total of seven PIDs have been formed and there is total outstanding debt for all seven PIDs of $113.915M. DCFWSD 1-A is the managing district with no PID currently established for this district.

ANALYSIS

In 2014, the City authorized the issuance of $7.31M Combination Contract Revenue and Special Assessment Utility Bonds and $1.2M Combination Contract Revenue and Special Assessment Road Bonds to finance the first phase of public improvements within PID No. 6 as requested by DCFWSD 1-H (the "District").

The purpose of the proposed 2017 Road bonds is to finance the second phase of public improvements within the District, which includes acquiring and constructing certain streets and roads and to pay certain costs incurred in connection with the issuance of the bonds.

As with previously issued bonds from the District, these bonds include a prepaid assessment provision which is required by the Attorney General. The assessments are 1% of the total voted bond authority for District 1-H. The assessments are structured such that when a certificate of occupancy is issued, the builder or developer pre-pays the total amount of the assessment so that no assessments are outstanding when the homes are sold to end users. Interest accumulates at the rate of the outstanding bonds until prepayment occurs. These assessments accumulate in a City's trustee account until which time the deposits are sufficient to redeem $25,000 in principal amount of bonds.

Given the tax base concentration, the relatively low current tax values in PID 6 and the fact that the bonds are not rated, it was recommended by the City's financial advisor that selling the associated bonds directly to an institutional investor would provide the most economical funding. Institutional investors are usually larger organizations who invest their assets routinely and specialize in making investments in various markets.

These bonds are being purchased by the same group who purchased the 2014 PID6 bonds—Orix USA, an investor company that provides debt, mezzanine, and equity capital to a variety of public and private financings. The term of the bonds is 20 years and the interest rate is 6.0%.

As is the case with the sale of the City's general obligation and revenue bonds, documents for the agenda packet are in preliminary form with final documents prepared on the day of the sale.

RECOMMENDATION

It is City staff's recommendation that the City Council consider approval of the ordinance as set forth in the caption above.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §

COUNTIES OF DENTON AND DALLAS §

CITY OF LEWISVILLE §

I, the undersigned City Secretary of the City of Lewisville, Texas, hereby certify as follows:

1. The City Council of the City of Lewisville, Texas convened in a regular session on _____, 2017 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas (the "Meeting"), and the roll was called of the duly constituted Council Members of the City of Lewisville, Texas to-wit:

Rudy Durham	Mayor
Brent Daniels	Mayor Pro-Tem
Brandon Jones	Deputy Mayor Pro-Tem
TJ Gilmore	Council Member
R. Neil Ferguson	Council Member
Bob Troyer	Council Member

And all of the persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting:

> AN ORDINANCE AUTHORIZING THE ISSUANCE OF $15,310,000 CITY OF LEWISVILLE, TEXAS, COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT ROAD SYSTEM BONDS, SERIES 2017 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT) (THE "SERIES 2017 ROAD BONDS") IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN MASTER TRUST AGREEMENT AND SECOND SUPPLEMENTAL TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF THE SECOND SUPPLEMENTAL TRUST AGREEMENT; AUTHORIZING A FINAL LIMITED OFFERING MEMORANDUM PERTAINING TO THE ISSUANCE OF THE SERIES 2017 ROAD BONDS; APPROVING A BOND PLACEMENT AGREEMENT; PROVIDING A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED TO THE SERIES 2017 ROAD BONDS.

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

Aye: _____ No:_____

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The City Council has approved the aforementioned attached Ordinance and the Mayor and the City Secretary of the City of Lewisville have duly signed the Ordinance; and that the City Secretary hereby declares that the attached Ordinance is a true and correct copy of the Ordinance for all purposes.

[Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this _____, 2017.

_____
Julie Heinze, City Secretary
City of Lewisville

[City Seal]

CITY OF LEWISVILLE, TEXAS

ORDINANCE NO. _____-2017

Adopted July 17, 2017

AUTHORIZING THE ISSUANCE OF
$15,310,000
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
ROAD SYSTEM BONDS
SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

Ordinance No. _____-2017

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $15,310,000 CITY OF LEWISVILLE, TEXAS, COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT ROAD SYSTEM BONDS, SERIES 2017 (LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT) (THE "SERIES 2017 ROAD BONDS") IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN MASTER TRUST AGREEMENT AND SECOND SUPPLEMENTAL TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF THE SECOND SUPPLEMENTAL TRUST AGREEMENT; AUTHORIZING A FINAL LIMITED OFFERING MEMORANDUM PERTAINING TO THE ISSUANCE OF THE SERIES 2017 ROAD BONDS; APPROVING A BOND PLACEMENT AGREEMENT; PROVIDING A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED TO THE SERIES 2017 ROAD BONDS.

RECITALS

all capitalized terms utilized in this Ordinance and not otherwise defined shall have the meanings defined in that certain Master Trust Agreement by and between the City of Lewisville, Texas (the "Issuer" or "City") and Wilmington Trust, N.A., Dallas, Texas (the "Trustee"), dated as of August 1, 2014 (the "Master Trust Agreement") and that certain Second Supplemental Trust Agreement by and between the City and the Trustee, dated as of July 1, 2017 (the Second Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Trust Agreement") and relating to the "Series 2017 Road Bonds", together with all Exhibits thereto, a full and correct copy of such Second Supplemental Trust Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes;);

WHEREAS, at an election conducted on January 17, 1983, the voters within the boundaries of Denton County Fresh Water Supply District No. 1 ("District No. 1") approved the creation of District No. 1 and elected the Governing Body of District No. l;

WHEREAS, on August 8, 1987, the voters within the District No. 1 approved an election by which District No. 1 was authorized to assume the rights, authority, privileges and functions of a road district under Article III, Section 52(b)(3) of Texas Constitution, in the manner provided by Section 53.029(c) of Texas Water Code, as amended;

WHEREAS, at the same election on August 8, 1987, the voters within District No. 1 authorized District No. 1 to purchase, construct, acquire, own, operate, repair, improve and extend sanitary sewer systems to control wastes;

WHEREAS, on December 21, 1993, following a hearing conducted in accordance with Sections 51.040 through 51.044 of Texas Water Code, as amended, the Governing Body of District No. 1 entered an Order Setting Out Findings On Conversion And Ordering Conversion

To A Water Control And Improvement District by which District No. 1 converted into a district operating under Chapter 51 of Texas Water Code, as amended, and exercising all the powers, authority, functions and privileges provided in Chapter 51 and District No. 1 specifically reserved in the manner specified in Section 51.044 of Texas Water Code, as amended, the powers specified in Sections 53.029, 53.030 through 53.035, 53.037 through 53.041, 53.111, 53.112, 53.121 and 53.125 of Texas Water Code, as amended from time to time;

WHEREAS, District No. 1 entered into a contract with the Upper Trinity Regional Water District, by which District No. 1 will receive a supply of potable fresh water for all areas located within the boundaries of District No. 1;

WHEREAS, pursuant to the specific authority retained by District No. 1 under Sections 53.029 through 53.035 and Sections 53.037 through 53.041, Texas Water Code, as amended, and granted to District No. 1 by Chapter 51 of Texas Water Code, as amended, the voters within District No. 1 approved, on May 6, 1995, an election by which the District was divided into Denton County Fresh Water Supply District No. 1-A ("District No. 1-A"), consisting of 2,339 acres, more or less and Denton County Fresh Water Supply District No. 1-B ("District No. l-B"), consisting of 291 acres, more or less;

WHEREAS, pursuant to the specific authority set forth under Sections 53.029 through 53.035 and Sections 53.037 through 53.041 of Texas Water Code, as amended, the voters within District No. 1-A approved on August 9, 1997 an election by which District No. 1-A divided itself into District No. 1-A and Denton County Fresh Water Supply District No. 1-C ("District No. 1-C")

WHEREAS, the voters within District No. 1-A hereafter approved the division of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-C ("District No. 1-C"), Denton County Fresh Water Supply District No. 1-E ("District No. 1-E"), Denton County Fresh Water Supply District No. 1-F ("District No. l-F"), and Denton County Fresh Water Supply District No. 1-G ("District No. 1-G") and Denton County Fresh Water Supply District No. 1-H ("District No. 1-H" or the "District") and District No. 1-C divided itself into District No. 1-C and Denton County Fresh Water Supply District No. 1-D ("District No. 1-D");

WHEREAS, on March 21, 2013, a petition signed by the requisite owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment and owners of real property who constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the proposed Lewisville Castle Hills Public Improvement District No. 6 ("P.I.D. No. 6") was submitted to and filed with the Governing Body of the Issuer requesting that a public improvement district be created within the extraterritorial jurisdiction of the Issuer pursuant to the provisions of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act");

WHEREAS, the aforementioned petition was submitted in compliance with the provisions of Section 372.005 of the Act;

WHEREAS, notice of a public hearing to consider the advisability of the improvements was published in a newspaper of general circulation on April 12, 2013, disclosing

the Governing Body of the Issuer's intention to consider the creation of a public improvement district;

WHEREAS, written notice of the scheduled public hearing was delivered on April 12, 2013, to each property owner located within the proposed public improvement district;

WHEREAS, on May 6, 2013, the Governing Body of the Issuer held a public hearing conforming to the requirements of Section 372.009 of the Act on the advisability of the improvements;

WHEREAS, pursuant to Section 372.009(b) of the Act, the Governing Body of the Issuer, on May 6, 2013, passed and approved Resolution No. 3990-05-2013 (R), making certain findings as to the advisability of the improvements, the nature of the improvements, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of the costs between the proposed public improvement district and the Issuer as a whole and authorizing creation of P.I.D. No. 6 thereby establishing the exact boundaries of P.I.D. No. 6;

WHEREAS, P.I.D. No. 6 is located within the extraterritorial jurisdiction of the Issuer;

WHEREAS, such authorization took effect on May 17, 2013, the date on which notice of the creation of P.I.D. No. 6 was published in the Lewisville Neighbors Go section of the Dallas Morning News, a newspaper of general circulation in the extraterritorial jurisdiction of the Issuer;

WHEREAS, an Assessment/Service Plan (as defined herein) was prepared and reviewed by the staff of the Issuer and submitted on July 23, 2014 to the Governing Body of the Issuer for review and, on August 4, 2014, the Governing Body authorized publication of a notice of public hearing on the Assessment/Service Plan;

WHEREAS, a notice was published on August 7, 2014, in the Lewisville Neighbors Go section of the Dallas Morning News, a newspaper of general circulation within the city limits and extraterritorial jurisdiction of the Issuer, evidencing the intention of the Governing Body of the Issuer to consider the Special Assessments (as defined herein) at a public hearing;

WHEREAS, written notice of the scheduled public hearings have been delivered as required by law, to each property owner residing within P.I.D. No. 6;

WHEREAS, the Assessment/Service Plan provided that one hundred percent (100%) of the cost of the improvements authorized by Section 372.003 of the Act (the "Authorized Road Improvements") will be paid by Special Assessments levied against property located within P.I.D. No. 6 or will be paid by taxes collected by the District and paid to the Issuer in accordance with the provisions of the Joint Road Contract (as defined herein) entered into between the Issuer, District No. 1-A and the District, a copy of which is attached hereto as Exhibit "B" and made a part hereof for all purposes;

WHEREAS, the Assessment/Service Plan recommended that the Governing Body of the

Issuer apportion the cost of the Authorized Road Improvements on the basis of the value of the property in P.I.D. No. 6 as determined by the Governing Body, without regard to improvements on the property, as set out in the Assessment/Service Plan, with such an apportionment resulting in the imposition of equal shares of the cost on property similarly benefited within P.I.D. No. 6;

WHEREAS, based upon the aforementioned method of apportionment, the Governing Body of the Issuer has prepared and filed an Assessment Roll (as defined herein) establishing the Special Assessment against each parcel of property within P.I.D. No. 6, all as provided in Section 372.016 of the Act;

WHEREAS, on August 18, 2014 the Governing Body of the Issuer conducted public hearings to hear and pass on any objections to the Special Assessments, Assessment/Service Plan and Assessment Roll;

WHEREAS, the Governing Body of the Issuer has adopted the Assessment Ordinance (as defined herein) approving the Assessment/Service Plan for P.I.D. No. 6 and levied assessments as Special Assessments on each parcel of property within P.I.D. No. 6 pursuant to the Assessment/Service Plan and Assessment Roll;

WHEREAS, pursuant to the Assessment Ordinance, the Issuer permitted the Special Assessments to be paid in installments, fixed the rate of interest on installment payments, established the penalties and interest on delinquent installments, and established the procedure for collection of the Special Assessments. The Assessment Ordinance provides the mechanism and procedure that will be utilized to collect and enforce the Special Assessments in periodic installments;

WHEREAS, the Act provides that an assessment or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, are a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for ad valorem taxes by other governmental entities, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance levying the Special Assessments until the Special Assessments are paid, and may be enforced in the same manner that an ad valorem tax levied against real property is enforced. The owner of any property assessed may pay the entire Special Assessment against any lot or parcel with accrued interest to the date of payment at any time;

WHEREAS, Section 372.026 of the Act authorizes the Issuer to pledge Special Assessments and all or part of revenue or income received from any public or private source, pursuant to an agreement or otherwise, to the payment of revenue bonds;

WHEREAS, in the adoption of this Bond Ordinance, the Issuer is exercising the authority granted by Section 372.026 of the Act by issuing revenue bonds payable from Special Assessments and from the Contract Revenues (as defined herein) derived from the Joint Road Contract;

WHEREAS, the Districts and the Issuer are authorized by Chapters 49 and 51 of the Texas Water Code, as amended to enter into contracts for the provision of the joint construction, finance, ownership and operation of any works, improvements, facilities, plants, equipment and

appliances necessary to accomplish any function which the Districts have lawful authority to provide and to cover the expenses necessary to administer, maintain and operate the improvements and facilities;

WHEREAS, the District and the Issuer are authorized by Chapters 49 and 51 of Texas Water Code, as amended, to enter into contracts for the provision of the facilities, improvements and services which the District has lawful authority to provide and to cover the expenses necessary to administer, maintain and operate the improvements and facilities;

WHEREAS, under Section 51.149 of Texas Water Code, said contract needs no approval other than approval by a majority of the electors voting at an election conducted in the manner of a bond election in order for the contract between the District and the Issuer to be valid, binding, and enforceable against all parties to the contract;

WHEREAS, under Section 49.108 of Texas Water Code and subject to any Constitutional limitations, said contract may be modified or amended by the District without voter approval;

WHEREAS, on November 4, 2008, the District conducted elections which authorized the issuance of $46,100,000 of utility bonds and refunding bonds and approved a 2008 Joint Utility Contract (the "Original Joint Utility Contract") and the imposition of an annual tax on all taxable property within the boundaries of the District, unlimited in rate or amount, sufficient to make payment under the Original Joint Utility Contract;

WHEREAS, on November 4, 2008, the District conducted elections which authorized the issuance of $13,900,000 of road bonds and refunding bonds and approved a 2008 Joint Road Contract (the "Original Joint Road Contract") and the imposition of an annual tax on all taxable property within the boundaries of the District, unlimited in rate or amount, sufficient to make payment under the Original Joint Road Contract;

WHEREAS, on August 18, 2014, the Governing Body of the Issuer adopted Ordinance No. 4106-08-2014 approving the Original Joint Road Contract;

WHEREAS, the City, District No. 1-A and the District have determined that it is in the best interest of each such party to amend and restate the Original Joint Road Contract in accordance with the provisions of Chapters 49, 51 and 53 of the Texas Water Code, and such changes are reasonable modifications thereto;

WHEREAS, the District approved the form such modifications in an amendment and restatement of the Original Joint Road Contract (the "Joint Road Contract") pursuant to a resolution of the Board of Directors of the District on August 21, 2015;

WHEREAS, the Joint Road Contract requires the District to impose an ad valorem tax on all property within the District, without limit as to rate or amount, sufficient to make payments under the Joint Road Contract to support the issuance by Lewisville of up to $ 23,250,000 total principal amount of obligations (the "P.I.D. No. 6 Road Bonds") (less the $1,200,000 principal amount of bonds previously issued under the Original Joint Road Contract) in accordance with Section 372.001, et seq., Texas Local Government Code, Article XVI, Section 59 of the Texas

Constitution, and Chapters 49, 51 and 53 of the Texas Water Code, whether the proceeds of the P.I.D. No. 6 Road Bonds are to be used to acquire additional facilities or to repay P.I.D. No. 6 Road Bonds;

WHEREAS, on November 3, 2015, the District conducted elections which authorized the issuance of bonds and refunding bonds and approved the Joint Road Contract and the imposition of an annual tax on all taxable property within the boundaries of the District, unlimited in rate or amount, sufficient to make payment under the Joint Road Contract (the "Road Contract Tax");

WHEREAS, the Road Contract Tax was approved by the voters within the District at an election conducted within the District on November 3, 2015;

WHEREAS, the terms and conditions of the Series 2017 Road Bonds and the pledge of the Contract Revenues derived from the Joint Road Contract which are authorized to be collected on an annual basis while any of the Series 2017 Road Bonds remain Outstanding and revenues derived from Special Assessments will be controlled by the provisions of this Ordinance and Sections 372.025 and 372.026 of the Act;

WHEREAS, Section 372.026 of the Act authorizes the Issuer to issue revenue bonds payable from Special Assessments and from all or part of revenue or income received from any public or private source, pursuant to an agreement or otherwise;

WHEREAS, in the adoption of the Ordinance, the Issuer is exercising the authority granted by Section 372.026 of the Act in issuing revenue bonds payable from Special Assessments and from the Contract Revenues derived from the Joint Road Contract;

WHEREAS, the City has previously issued its Combination Contract Revenue and Special Assessment Road System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "2014 Bonds") secured a pledge of special assessments and contract revenues received pursuant to the Original Joint Road Contract;

WHEREAS, in connection with the Second Supplemental Trust Indenture, the Issuer will amend the Master Trust Agreement pursuant to which the 2014 Bond were issued to provide that contract revenues from the Joint Road Contract will secure the 2014 Bonds;

WHEREAS, the Issuer has determined to pay the cost of the Authorized Road Improvements by the issuance of revenue bonds designated as the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project)" (the "Series 2017 Road Bonds"), in the original principal amount of $15,310,000;

WHEREAS, following the sale and delivery of the Series 2017 Road Bonds the Issuer shall have the right to issue $9,180,000 of additional road bonds pursuant to the voted authority of the election held on November 3, 2015 approving the Joint Road Contract, not including refunding bonds;

WHEREAS, the terms and conditions of the Series 2017 Road Bonds and the pledge of the Contract Revenues derived from the Joint Road Contract and revenues derived from Special

Assessments which are authorized to be collected on an annual basis while any of the Series 2017 Road Bonds remain Outstanding will be controlled by the provisions of this Ordinance, the Joint Road Contract and Sections 372.025 and 372.026 of the Act, Chapter 1371, Texas Government Code, the Trust Agreement and any other applicable law;

WHEREAS, the Second Supplemental Trust Agreement relating to the Series 2017 Road Bonds has been submitted to the Issuer for its approval along with a Bond Placement Agreement;

WHEREAS, the governing body of the Issuer has determined that the Series 2017 Road Bonds should be issued in accordance with this Ordinance and the Trust Agreement.

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

Section 1. The City Council of the City of Lewisville, Texas hereby authorizes the issuance of $15,310,000 City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project), upon the terms and conditions set forth in the Trust Agreement and this Ordinance, and at an initial interest rate from the date of delivery to the initial purchasers of the Series 2017 Road Bonds, of _____% per annum.

Section 2. The Second Supplemental Trust Agreement, together with all Exhibits thereto; is hereby approved in all particulars, in substantially the form attached hereto as Exhibit "A", subject to such changes as may be approved by the City Manager and the City Attorney or such changes as may be approved by Bond Counsel to satisfy the requirements of the Attorney General of the State of Texas. This Ordinance hereby specifies that the Series 2017 Road Bonds shall be issued under the terms and conditions set forth in the Second Supplemental Trust Agreement. The Mayor, Mayor Pro Tem or Deputy Mayor Pro Tem of the Issuer is hereby authorized and directed to execute the Second Supplemental Trust Agreement and the City Secretary is hereby authorized and directed to attest such signature.

Section 3. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2017 Road Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum (the "Limited Offering Memorandum") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information). The Mayor and the City Secretary are hereby authorized and directed to execute the Limited Offering Memorandum and deliver appropriate numbers of copies thereof to the Purchaser of the Series 2017 Road Bonds. The Limited Offering Memorandum as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the Issuer and the Purchaser of the Series 2017 Road Bonds, may be used by the Issuer in the offering of the Series 2017 Road Bonds and sale thereof. The City Secretary of the Issuer is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Series 2017 Road Bonds is hereby ratified, approved and confirmed.

Section 4. The City Council of Lewisville, Texas hereby authorizes the expenditures identified in the description of the Authorized Road Improvements, which is attached as Exhibit "B" to the Second Supplemental Trust Agreement, and further authorizes all parties named in this Ordinance and the Trust Agreement to take all action necessary or appropriate to the issuance and sale of the Series 2017 Road Bonds in conformity with the provisions of this Ordinance, the Trust Agreement and the other agreements identified in the Trust Agreement, subject to such changes as may be approved by Bond Counsel, First Southwest Company, the City's Financial Advisor; Bracewell LLP, as special counsel to the City; the City's City Attorney and the City's Finance Director.

Section 5. The Bond Placement Agreement is hereby approved in all particulars, in substantially the form attached hereto as Exhibit "B" subject to such changes as may be approved by the City Manager, Bond Counsel and the City Attorney.

Section 6. The recitation of facts in the preamble to this Ordinance are found to be true and correct and are incorporated herein by reference.

Section 7. The City Council of Lewisville, Texas will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the implementation of this Ordinance, the Trust Agreement and the Bond Placement Agreement.

Section 8. Form of Bond. The Series 2017 Road Bonds shall be issued in generally the form set forth in the Second Supplemental Trust Agreement, with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and the Trust Agreement.

Section 9. The Mayor of the Issuer is hereby authorized to have control of the Series 2017 Road Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

After registration by the Comptroller of Public Accounts, delivery of the Series 2017 Road Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor of the Issuer, against receipt by the Issuer of all amounts due to the Issuer under the terms of sale.

In the event the Mayor of the Issuer or City Secretary is absent, the Mayor Pro-Tem or Deputy Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro-Tem or Deputy Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor of the Issuer or City Secretary, respectively.

Section 10. The requirement that this Ordinance be read on three (3) separate days does not apply to a public security authorization pursuant to Section 1201.028(d)(3), Texas Government Code.

Section 11. This Ordinance shall be effective immediately upon its final passage in accordance with Section 1201.028, Texas Government Code.

Section 12. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, and their employees, the Trustee, Bond Counsel, and the Owners any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer and its employees, the Trustee, Bond Counsel, and the Owners.

Section 13. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance. All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 14. The Mayor, the Mayor Pro Tem, the Deputy Mayor Pro Tem, the City Secretary, the City Manager, the Director of Finance, the City's Financial Advisor, and all other officers, employees, attorneys, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the Issuer, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Series 2017 Road Bonds, and the Limited Offering Memorandum. Prior to the initial delivery of the Series 2017 Road Bonds, the Mayor and Bond Counsel to the Issuer are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance or (ii) obtain the approval of the Series 2017 Road Bonds by the Texas Attorney General's office.

Section 15. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the regular meeting of the governing body of the City Council of Lewisville, Texas at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council of Lewisville, Texas further ratifies, approves and confirms such written notice and the contents and posting thereof.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED _____, 2017.

_____
Mayor, City of Lewisville

ATTEST:

_____
City Secretary, City of Lewisville

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney, City of Lewisville

EXHIBIT A
SECOND SUPPLEMENTAL TRUST AGREEMENT

EXHIBIT B
BOND PLACEMENT AGREEMENT

SECOND SUPPLEMENTAL TRUST AGREEMENT

between

THE CITY OF LEWISVILLE, TEXAS (the "ISSUER")

and

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee (the "TRUSTEE")

Dated as of July 1, 2017

Relating to

$ 15,310,000

CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
ROAD SYSTEM BONDS,
SERIES 2017

(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6
PROJECT)

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND INTERPRETATIONS ..... - 2 -
Section 1.01 Definitions ..... - 2 -
Section 1.02 Effect of Headings and Table of Contents ..... - 5 -
Section 1.03 Trust Agreement to Remain in Force ..... - 5 -
Section 1.04 Authority ..... - 5 -
Section 1.05 Notices, etc., to Parties ..... - 5 -
Section 1.06 Successors and Assigns ..... - 5 -
Section 1.07 Separability Clause ..... - 5 -
Section 1.08 Benefits of Second Supplemental Trust Agreement ..... - 5 -
Section 1.09 Governing Law ..... - 5 -

ARTICLE II AUTHORIZATION AND TERMS OF BONDS ..... - 5 -
Section 2.01 Authorization of Bonds ..... - 5 -
Section 2.02 Designation, Date, and Interest Payment Dates ..... - 5 -
Section 2.03 Form of Series 2017 Road Bonds; Initial Bond; Numbers and Denomination ..... - 6 -
Section 2.04 Execution of Bonds; Seal ..... - 6 -
Section 2.05 Interest Rate ..... - 7 -
Section 2.06 Application of Proceeds ..... - 7 -

ARTICLE III REDEMPTION OF BONDS ..... - 7 -
Section 3.01 Amendment ..... - 7 -

ARTICLE IV AMENDMENTS TO THE MASTER TRUST AGREEMENT AND FIRST SUPPLEMENTAL TRUST AGREEMENT ..... - 9 -
Section 4.01 Amendments to Article IV of the Master Trust Agreement and the First Supplemental Trust Agreement ..... - 9 -
Section 4.02 Amendments to Section 5.2 of the Master Trust Agreement ..... - 12 -
Section 4.03 Amendments to Section 2.9 of the Master Trust Agreement ..... - 14 -
Section 4.04 Amendments to Article I of the Master Trust Agreement and Amendments to Master Trust Agreement ..... - 14 -
Section 4.05 Applicability of Article 12 of the Master Trust Agreement to the Series 2017 Road Bonds. ..... - 15 -
Section 4.06 Miscellaneous ..... - 15 -

EXHIBIT A Form of Bonds A-1
EXHIBIT B Form of Initial Bond B-1
EXHIBIT C Authorized Road Expenditures C-1
EXHIBIT D Form of Joint Road Contract D-1

SECOND SUPPLEMENTAL TRUST AGREEMENT

THIS SECOND SUPPLEMENTAL TRUST AGREEMENT (this "Second Supplemental Trust Agreement"), dated as of July 1, 2017, is between THE CITY OF LEWISVILLE, TEXAS, a home rule city organized and operating pursuant to Article XI, Section 5 of the Constitution of the State of Texas (the "Issuer") and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association authorized to do business in the State of Texas, as trustee (the "Trustee"), and supplements and amends the Master Trust Agreement for the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, (Lewisville Castle Hills Public Improvement District No. 6 Project)" dated as of August 1, 2014 (the "Master Trust Agreement"), between the Issuer and the Trustee, and the First Supplemental Trust Agreement for the $1,200,000 "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project)", dated as of August 1, 2014, between the Issuer and the Trustee (the "First Supplemental Trust Agreement" and, together with the Master Trust Agreement and this Second Supplemental Trust Agreement, the "Trust Agreement").

W I T N E S S E T H:

WHEREAS, the City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Series 2017 Road Bonds") are "Bonds", as defined in Section 1 of that certain Master Trust Agreement, and the Issuer certifies that issuance of the Series 2017 Road Bonds is authorized and permitted under Section 2.1 of the Master Trust Agreement;

WHEREAS, this Second Supplemental Trust Agreement amends and supplements the Master Trust Agreement pursuant to Section 2.1 and Section 11.1(b) of the Master Trust Agreement;

WHEREAS, on the July 17, 2017, the City Council of the Issuer duly adopted that certain ordinance (the "Bond Ordinance") authorizing the issuance of the Series 2017 Road Bonds and approving the form, substance, and use of a Preliminary Limited Offering Memorandum and Limited Offering Memorandum;

WHEREAS, the Issuer desires to issue Series 2017 Road Bonds sufficient to make the Authorized Road Expenditures set forth in Exhibit "C" of this Second Supplemental Trust Agreement and pay the costs of issuing the Series 2017 Road Bonds;

WHEREAS, the Issuer has duly filed a certified copy of the Bond Ordinance with the Trustee;

WHEREAS, the Trustee has accepted the trusts created by the Master Trust Agreement and First Supplemental Trust Agreement and accepts the trusts described in this Second Supplemental Trust Agreement, and evidences such acceptance by joining in the execution hereof; and

WHEREAS, all capitalized terms, unless otherwise defined herein, have the meanings ascribed to them in the Master Trust Agreement;

NOW, THEREFORE, the Issuer, in consideration (i) of the premises and the acceptance by the Trustee of the trusts created in the Master Trust Agreement, the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, (ii) of the purchase and acceptance of the Series 2017 Road Bonds by the purchasers thereof, and (iii) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby confirm and agree that the grant in the Master Trust Agreement to the Trustee for the benefit of the Owners of the Series 2017 Road Bonds of the Trust Estate (as defined in the Master Trust Agreement) shall constitute a lien on and security interest in such Trust Estate for the benefit of the Owners of the Series 2017 Road Bonds on an equal and ratable basis with the Owners of the Outstanding Bonds under the Master Trust Agreement and any supplement or amendment thereto and of any Additional Bonds issued under the Master Trust Agreement and any subsequent supplements thereto, and in addition to the foregoing, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions.

(a) For all purposes of this Second Supplemental Trust Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) This "Second Supplemental Trust Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more trust agreements supplemental hereto entered into pursuant to the applicable provisions of the Master Trust Agreement.

(2) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Second Supplemental Trust Agreement as a whole and not to any particular Article, Section or other subdivision.

(3) All terms used in this Second Supplemental Trust Agreement which are defined in the Master Trust Agreement have the same meanings assigned to such terms in the Master Trust Agreement unless otherwise specified herein. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns.

(b) The following terms have the meanings assigned to them below whenever they are used in or with respect to this Second Supplemental Trust Agreement:

Additional Bonds – means the Additional Bonds payable from Special Assessment Revenues and payable from Contract Payments in accordance with the Joint Road Contract. After issuance of the Series 2017 Road Bonds, up to $9,180,000 in Additional Bonds will remain authorized but unissued pursuant to the Joint Road Contract.

Administrative Expenses – means the administrative, organization, maintenance and operation costs payable from the proceeds of the Series 2017 Road Bonds associated with, or incident to, the administration, organization, maintenance and operation of the P.I.D., including, but not limited to, the costs of (a) administering the P.I.D., including conducting hearings, preparing notices and petitions, preparing assessment rolls and all costs incident thereto, including engineering fees, legal fees and consultant fees, (b) levying and collecting Special Assessments or the installments thereof, (c) negotiating and implementing the Joint Road Contract and the other agreements, (d) maintaining the record of installments of the Special Assessments and the system of registration and transfer of the Series 2017 Road Bonds, (e) paying and redeeming the Series 2017 Road Bonds, (f) investing or depositing of monies, (g) complying with the Code with respect to the Series 2017 Road Bonds, and (h) the Trustee and Series 2017 Road Bonds Bondholder Representative fees and expenses, including attorneys' fees relating to the Series 2017 Road Bonds.

Authorized Investments or Permitted Investments – means any investment authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Bond Ordinance – means the City of Lewisville Ordinance adopted by the City Council of the City of Lewisville on July 17, 2017, authorizing the issuance of the Series 2017 Road Bonds.

Date of Closing – means the date of physical delivery of the Initial Bond for payment in full by the initial purchasers thereof.

Debt Service Requirements – means, as of any particular date of computation, with respect to any Series 2017 Road Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside from the Interest and Sinking Fund by the Trustee on behalf of the Issuer as of such date or in such period for the payment of the Principal Installment, redemption premium, if any, and interest (to the extent not capitalized) on such Series 2017 Road Bonds.

Debt Service Reserve Amount – means the lesser of (i) 10% of the principal amount of the Outstanding Assessment Bonds, (ii) the maximum annual debt service requirement of the Outstanding Assessment Bonds, or (iii) 125% of the average annual debt service of the Outstanding Assessment Bonds.

Initial Bond – means the Series 2017 Road Bond authorized, issued and initially delivered as provided in Section 2.03 of this Second Supplemental Trust Agreement, the form of which is set forth in Exhibit "B", which is attached hereto and made a part hereof for all purposes.

Mandatory Sinking Fund Payments or Mandatory Sinking Fund Redemptions – means the mandatory sinking fund payments on the dates, and in the amounts, set forth in Section 3.01(c) herein.

NRSRO or Nationally Recognized Statistical Rating Organization – means a credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

Outstanding – means, as of the date of determination, and with respect to any Outstanding Assessment Bonds, including the Series 2017 Road Bonds, all such Outstanding Assessment Bonds theretofore issued and delivered under the Master Trust Agreement and any supplemental trust agreement, including the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, except:

(1) Outstanding Assessment Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Outstanding Assessment Bonds for whose purchase, payment or redemption, money in the necessary amount has been theretofore deposited in an account, other than the "Collection Fund" identified in Section 4.1 of the Master Trust Agreement, with the Trustee in trust for the holders of the Outstanding Assessment Bonds;

(3) Outstanding Assessment Bonds in exchange for or in lieu of which other Outstanding Assessment Bonds have been registered and delivered pursuant to this Trust Agreement; and

(4) Outstanding Assessment Bonds alleged to have been mutilated, destroyed; lost or stolen which have been paid as provided in this Trust Agreement.

Outstanding Assessment Bonds – means any Outstanding Bonds of the Issuer containing a pledge of Special Assessments levied pursuant to the Assessment Ordinance, including the Series 2017 Road Bonds and any Additional Bonds.

P.I.D. – means Lewisville Castle Hills Public Improvement District No. 6.

Series 2017 Authorized Road Expenditures – means the authorized expenditures related to the Series 2017 Road Bonds as described in Exhibit C to this Second Supplemental Trust Agreement payable from Contract Revenues and Special Assessments.

Series 2017 Road Bonds Bondholder Representative – means the Bondholder Representative for the Owners of not less than a majority in principal amount of the Series 2017 Road Bonds then Outstanding, initially ORIX Public Finance, LLC, or other designated representative of the majority of the Owners.

Special Assessments – means the assessments levied against properties in the P.I.D. to pay Debt Service Requirements on the Outstanding Assessment Bonds as set forth in the Assessment/Service Plan which are payable in periodic installments as provided in the Assessment Ordinance; all as provided in the Assessment/Service Plan, the Assessment Ordinance and the Bond Ordinance. Special Assessments also include any supplemental assessments or reassessments levied in accordance with Sections 372.019 and 372.020 of the Act.

Section 1.02 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.03 Trust Agreement to Remain in Force. Except as amended by this Second Supplemental Trust Agreement or any subsequent supplemental trust agreements, the Master Trust Agreement shall remain in full force and effect as to the matters covered therein.

Section 1.04 Authority. This Second Supplemental Trust Agreement is executed and delivered pursuant to the Act and the Master Trust Agreement.

Section 1.05 Notices, etc., to Parties. Any request, demand, authorization, direction, notice, consent, waiver or Act of Owners of Bonds or other document provided or permitted by the Master Trust Agreement to be made upon, given or furnished to, or filed with any party hereto shall be given in the manner prescribed in the Master Trust Agreement.

Section 1.06 Successors and Assigns. All covenants and agreements in this Second Supplemental Trust Agreement by the Issuer and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.07 Separability Clause. In case any provision in this Second Supplemental Trust Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.08 Benefits of Second Supplemental Trust Agreement. Nothing in this Second Supplemental Trust Agreement or in the Series 2017 Road Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Owners of the Series 2017 Road Bonds, any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Trust Agreement.

Section 1.09 Governing Law. This Second Supplemental Trust Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

ARTICLE II

AUTHORIZATION AND TERMS OF BONDS

Section 2.01 Authorization of Bonds. The Series 2017 Road Bonds shall be issued in fully registered form in the total authorized aggregate amount of $15,310,000 for the purpose of paying costs of issuance of the Series 2017 Road Bonds in accordance with the Act and making the Series 2017 Authorized Road Expenditures. The Series 2017 Road Bonds are hereby sold on this date to the initial purchaser, to ORIX Public Finance, LLC, at a price of par plus accrued interest on the Series 2017 Road Bonds from their date to the date of their delivery.

Section 2.02 Designation, Date, and Interest Payment Dates. The Series 2017 Road Bonds shall be designated as $$15,310,000 "City of Lewisville, Texas, Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project)" and shall be dated as of July 1, 2017. The Series 2017 Road

Bonds shall bear interest from the Date of Closing, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on March 1, 2018, and semiannually thereafter on September 1 and March 1 of each year until maturity or prior redemption.

Section 2.03 Form of Series 2017 Road Bonds; Initial Bond; Numbers and Denomination. The Series 2017 Road Bonds shall be issued in the form set forth in Exhibit "A" which is attached hereto. The Series 2017 Road Bonds shall be initially issued in the form set forth in Exhibit "A" which is attached hereto; provided, however, that the Initial Bond delivered to the Attorney General of the State of Texas shall be numbered TI-1 and shall be in the form set forth as Exhibit "B", and issued as a Term Bond in the principal amount of $15,310,000, which shall mature September 1, 202037 and shall be subject to a mandatory redemption in the following manner on September 1 in the following years indicated below, and may be transferred and exchanged as set out in the Trust Agreement.

Year (September 1)	Principal Amount	Year (September 1)	Principal Amount
2019	$485,000	2029	$ 765,000
2020	515,000	2030	810,000
2021	550,000	2031	855,000
2022	580,000	2032	910,000
2023	615,000	2033	965,000
2024	650,000	2034	1,020,000
2025	590,000	2035	1,245,000
2026	635,000	2036	1,320,000
2027	680,000	2037[1]	1,400,000
2028	720,000		

The Series 2017 Road Bonds shall be subject to prior redemption as provided in Article III below. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Trustee, and shall be in the denomination of One Hundred Thousand Dollars ($100,000.00) or integral multiples of Five Thousand Dollars ($5,000) in excess thereof. The Series 2017 Road Bonds shall mature on the same date and bear interest at the same rate as the Series 2017 Road Bonds in lieu of which they are delivered.

Section 2.04 Execution of Bonds; Seal. The Series 2017 Road Bonds shall be signed on behalf of the Issuer by the City Mayor and countersigned by the City Secretary, by their manual, lithographed or facsimile signatures, and the official seal of the issuer shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Series 2017 Road Bonds shall have the same effect as if each of the Series 2017 Road Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Series 2017 Road Bonds shall have the same effect as if the official seal of the Issuer had been manually impressed upon each of the Series 2017 Road Bonds. If any officer of the Issuer whose manual or facsimile signature shall appear on the Series 2017 Road Bonds shall cease to be such officer before the authentication of such Bonds on or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 2.05 Interest Rate. The Series 2017 Road Bonds shall bear interest from the Date of Closing at the rate of 6%.

Section 2.06 Application of Proceeds. Simultaneously with the delivery of the Series 2017 Road Bonds, the Trustee shall apply the proceeds derived from the sale to pay for Series 2017 Authorized Road Expenditures and costs of issuance of the Series 2017 Road Bonds, pursuant to a requisition requesting disbursement in the form described in Exhibit C to the Master Trust Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Amendment. The terms of Article VI of the Master Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2017 Road Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Road Bonds. In the event of a conflict between the provisions of the Master Trust Agreement and this Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Road Bonds.

(a) The provisions of Section 6.1 of the Master Trust Agreement are hereby amended by adding a third paragraph as follows: The provisions of Section 6.1 of the Master Trust Agreement are hereby amended by adding a second paragraph as follows:

> "From, and after September 1, 2019, the Series 2017 Road Bonds may be redeemed by the Issuer, in whole or in part prior to maturity, on any business day at the option of the Issuer, after notice as provided herein at a redemption price equal to the percentage of their principal amount set forth below plus accrued interest to the date fixed for redemption:

Redemption Date	Redemption Price
September 1, 2019 through August 31, 2020	103%
September 1, 2020 through August 31, 2021	102½%
September 1, 2021 through August 31, 2022	102%
September 1, 2022 through August 31, 2023	101½%
September 1, 2023 through August 31, 2024	101%
September 1, 2024 and thereafter	100%

(b) The provisions of Section 6.2 of the Master Trust Agreement are hereby amended by adding the following paragraphs:

"Bonds in an amount not to exceed $_____ shall be redeemed, in whole or in part, prior to maturity at a redemption price equal to 100% of the principal amount of the Series 2017 Road Bonds, together with interest accrued to the date of redemption or purchased, in whole or in part at a purchase price equal to 100% of the principal amount of the Series 2017 Road Bonds, together with interest accrued to the date of redemption from amounts transferred to the Series 2017 Road Bonds Redemption Account established pursuant to Section 4.01(a) of the Second Supplemental

Trust Agreement from the City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds (Lewisville Castle Hills Public Improvement District No. 6 Project) Collection Fund and the Prepayment Fund pursuant to Sections 4.1 and 4.3, respectively, on _____, 20__.

In lieu of redeeming Series 2017 Road Bonds with the funds described in this Section, the Issuer may purchase the Series 2017 Road Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 3.01(a) of the Second Supplemental Trust Agreement."

(c) The provisions of Section 6.3 of the Master Trust Agreement are hereby amended by adding the following paragraphs:

"Prior to their Maturity Date, the Series 2017 Road Bonds shall be redeemed as Term Bonds (the "Series 2017 Road Term Bonds") from amounts on deposit in the Interest and Sinking Fund, pursuant to the following mandatory redemption schedule:

Year (September 1)	Principal Amount	Year (September 1)	Principal Amount
2019	$485,000	2029	$ 765,000
2020	515,000	2030	810,000
2021	550,000	2031	855,000
2022	580,000	2032	910,000
2023	615,000	2033	965,000
2024	650,000	2034	1,020,000
2025	590,000	2035	1,245,000
2026	635,000	2036	1,320,000
2027	680,000	2037(1)	1,400,000
2028	720,000		

(1) final maturity

On each Mandatory Redemption Date, the Trustee shall make the Mandatory Sinking Fund Payment from the Series 2017 Road Bonds Interest and Sinking Account established pursuant to Section 4.1(b) herein. The Series 2017 Road Term Bonds shall be prepaid in principal amounts of $5,000 or integral multiples thereof. The principal amount of the Series 2017 Road Term Bonds required to be prepaid on each Mandatory Redemption Date shall be reduced, at the option of the Issuer, by the principal amount of any Series 2017 Road Term Bonds which, at least forty-five (45) days prior to the Mandatory Redemption Date, have been acquired by the Issuer and delivered to the Trustee for cancellation or have been redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee and not theretofore credited against a scheduled mandatory redemption. Each such Series 2017 Road Term Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such Mandatory Redemption Date, and any excess shall be credited on future mandatory redemption in inverse order of maturity, and the principal amount of such Series 2017 Road Term Bonds to be redeemed by operation of mandatory prepayment shall be reduced accordingly.

Redemptions pursuant to this provision of the Second Supplemental Trust Agreement shall be made by lot or other customary random method, rounded to the nearest $5,000, among the Owners of each date of maturity. In connection with any such redemption prior to maturity, the Trustee shall make appropriate entries in the Bond Register to reflect a portion of any Series 2017 Road Bond so redeemed and the amount of the principal remaining Outstanding. The Trustee's notation in the Bond Register shall be conclusive as to the principal amount of any Outstanding Bond at any time."

ARTICLE IV

AMENDMENTS TO THE MASTER TRUST AGREEMENT AND FIRST SUPPLEMENTAL TRUST AGREEMENT

Section 4.01 Amendments to Article IV of the Master Trust Agreement and the First Supplemental Trust Agreement. The terms of Article IV of each of the Master Trust Agreement and the First Supplemental Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement and the First Supplemental Trust Agreement with respect to the Series 2017 Road Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Road Bonds. In the event of a conflict between the provisions of the Master Trust Agreement and the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Road Bonds.

(a) The provisions of Section 4.1 of the Master Trust Agreement and Section 4.01 of the First Supplemental Trust Agreement are hereby amended as follows:

"The Issuer hereby covenants and agrees that all Contract Revenues and Special Assessment Revenues (other than interest and investment earnings, and revenues received as a Prepayment of a Special Assessment), have been and shall be deposited, as collected and received, into a separate account previously created, established, and maintained with the Trustee known as the "City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds (Lewisville Castle Hills Public Improvement District No. 6 Project) Collection Fund" (the "Collection Fund") and that the Contract Revenues and Special Assessment Revenues have been and shall be kept separate and apart from all other funds of the Issuer. All Contract Revenues and Special Assessment Revenues deposited into the Collection Fund pursuant to this shall, upon receipt, be transferred to the following Funds in the following order of priority:

FIRST: To the Series 2014 Road Bonds Interest and Sinking Fund Account and the Series 2017 Road Bonds Interest and Sinking Fund Account, amounts necessary, if any, to increase the balance in such account to an amount equal to the aggregate amount of all remaining scheduled Debt Service Requirements during the next Fiscal Year for the Series 2017 Road Bonds, as provided herein, or a greater amount designated by the Issuer with the prior written approval of District No. 1-H;

SECOND: To the Series 2014 Road Bonds Redemption Account and the Series 2017 Road Bonds Redemption Account, any amounts required for optional redemptions of the Series 2014

and Bonds, respectively, (other than mandatory sinking fund redemptions) during the Fiscal Year in which the Contract Revenues or Special Assessment Revenues are deposited into the Collection Fund;

THIRD: To the Series 2014 Road Bonds Administrative Expense Account and the Series 2017 Road Bonds Administrative Expense Account, amounts necessary, if any, to increase the balance in the Series 2014 Road Bonds Administrative Expense Account and the Series 2017 Road Bonds Administrative Expense Account to the amount expended from the Administrative Expense Fund, Series 2014 Road Bonds Administrative Expense Account and Bonds Administrative Expense Account, respectively, on average during the previous three (3) Fiscal Years of the Issuer; and

FOURTH: To the Debt Service Reserve Fund; until the Debt Service Reserve Fund has a balance equal to the Debt Service Reserve Amount.

FIFTH: To the Issuer to be used for any lawful purpose, including the payment or redemption of Outstanding Bonds.

(b) The provisions of Section 4.2 of the Master Trust Agreement are hereby amended by adding the following paragraph:

"For purposes of providing funds to pay the Debt Service Requirements on the Series 2017 Road Bonds as the same become due and payable, the Issuer agrees to maintain at the Trustee, a separate and special account to be created and known as the "Series 2017 Road Bonds Interest and Sinking Account." There shall also be deposited into the Series 2017 Road Bonds Interest and Sinking Account no later than the tenth (10th) day prior to each Interest Payment Date on the Series 2017 Road Bonds, from the available Contract Revenues and Special Assessment Revenues in the Collection Fund, an amount which, together with sums on deposit in the Series 2017 Road Bonds Interest and Sinking Account, shall be equal to one hundred percent (100%) of the amount required to fully pay the principal of, premium, if any and interest on the Series 2017 Road Bonds payable at such Interest Payment Date, at maturity, if applicable, or as a Mandatory Scheduled Redemption."

(c) The provisions of Section 4.3 of the Master Trust Agreement are hereby amended by adding the following paragraph:

"There is hereby established with the Trustee a special account within the Prepayment Fund established pursuant to Section 4.3 of the Master Trust Agreement to be known as the "Series 2017 Road Bond Prepayment Account". Upon receiving a Prepayment of Special Assessments for the payment of the Debt Service Requirements on the Outstanding Bonds (which Prepayments shall be identified in writing by the Issuer), the Trustee shall deposit the amount of such Prepayment into the Prepayment Fund under the Master Trust Agreement to be distributed to the Series 2017 Road Bond Prepayment Account and any other account created under the Prepayment Fund by a Supplemental Indenture, including the Series 2014 Road Bond Prepayment Account, on a pro rata basis based upon the principal amount of any bonds outstanding under the Master Trust Agreement pursuant to a Supplemental Indenture and the Series 2017 Road Bonds outstanding. Promptly following the deposit of any such Prepayment, the Trustee shall transfer such amounts representing

unpaid principal of the Special Assessment as set forth in Section 4.8 of the Master Trust Agreement directly into the Redemption Fund to be deposited to the Series 2017 Road Bond Redemption Account to be used to redeem or purchase Outstanding Assessment Bonds on a pro rata basis and such pro rata amounts representing unpaid interest as set forth in Section 4.8 of the Master Trust Agreement and Section 4.01(f) of this Second Supplemental Trust Agreement to the Series 2017 Road Bonds Interest and Sinking Account (as defined herein)."

(d) The provisions of Section 4.4 of the Master Trust Agreement are hereby amended by adding a fourth paragraph as follows:

"There is hereby created with the Trustee a special account within the Administrative Expense Fund established in Section 4.4 of the Master Trust Agreement, herein called the Series 2017 Road Bonds Administrative Expense Account," to be designated and maintained by the Trustee as a separate account, distinct from all other accounts of the Issuer with the Trustee. The Trustee has deposited into the Series 2017 Road Bonds Administrative Expense Account from the proceeds of the Series 2017 Road Bonds an amount equal to non-construction costs, fees for professional services, including attorneys, engineers, financial service professionals and costs of issuance of the above-referenced Series 2017 Road Bonds. The Issuer may draw monies from this Fund to pay costs of issuance of the above-referenced Series 2017 Road Bonds by delivery to the Trustee of a Request for Disbursement in the form set out as Exhibit "D" to the Master Trust Agreement, executed by the Issuer and District No. 1-H. Any surplus money remaining in the Series 2017 Road Bonds Administrative Expense Account on March 1, 2018 shall be transferred into the Series 2017 Road Bonds Interest and Sinking Account. Thereafter, the Trustee shall deposit into the Series 2017 Road Bonds Administrative Expense Account from Contract Revenues and Special Assessment Revenues all amounts due the Series 2017 Road Bonds Administrative Expense Account pursuant to Section 4.1 of the Master Trust Agreement and Section 4.01 of the Second Supplemental Trust Agreement. Such amounts shall be applied by the Trustee to pay Administrative Expenses as they become due, and unexpended balances remaining after the payment of Administrative Expenses in Fiscal Years following the Fiscal Year ending September 30, 2018 shall be transferred to the Series 2017 Road Bonds Redemption Account for redemption of Series 2017 Road Bonds."

(e) The provisions of Section 4.5 of the Master Trust Agreement are hereby amended by adding the following paragraph:

"At closing, a portion of the proceeds of the Series 2017 Road Bonds shall be deposited to the Debt Service Reserve Fund in an amount sufficient to meet the Debt Service Reserve Fund Requirement Amount for the Series 2017 Road Bonds. The Debt Service Reserve Fund shall be used for the purpose of paying principal of and interest on Outstanding Assessment Bonds, including the Series 2017 Road Bonds, as they become due in the event there should be insufficient funds for said payment in the Interest and Sinking Fund. Subject to the flow of funds in Section 4.01 of the Second Supplemental Trust Agreement and Section 4.1 of the Master Trust Agreement, the Issuer shall deposit Contract Revenues and Special Assessment Revenues to the Debt Service Reserve Fund which are designated for such purposes by the Issuer. The Debt Service Reserve Fund shall be funded up to an amount not less than the Debt Service Reserve Amount from any lawfully available funds in the following manner:

(1) Each deposit shall be credited with earnings from the investment of the balance of the Debt Service Reserve Fund.

(2) Contract Revenues and Special Assessment Revenues shall be deposited to the Debt Service Reserve Fund pursuant to Section 4.1 of the Master Trust Agreement, Section 4.01 of the First Supplemental Trust Agreement, and Section 4.01 of the Second Supplemental Trust Agreement.

(3) Upon payment default with respect to any Outstanding Assessment Bonds, payments from the Debt Service Reserve Fund shall be made on a pro rata basis based upon the principal amount of each series of Outstanding Assessment Bonds in default.

(4) Upon any shortfall in the Debt Service Reserve Fund, District 1-H must make payments sufficient to restore the Debt Service Reserve Fund to the Debt Service Reserve Amount (a) in 12 consecutive equal monthly installments beginning in the month following any withdrawal from the Debt Service Reserve Fund or (b) in 4 consecutive equal monthly installments beginning in the month following any calculation of the value of the Debt Service Reserve Fund at any amount less than the Debt Service Reserve Amount.

(5) The Issuer shall not, under any circumstances, have an obligation to provide funds for the purpose outlined in this Section 4.5 or any other provision of the Master Trust Agreement or of any supplemental trust agreement, including the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, or any of the discounts relevant to the transaction contemplated by the First Supplemental Trust Agreement or the Second Supplemental Trust Agreement;

(6) Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Amount may be transferred to the Redemption Fund at the direction of the Issuer."

(f) The provisions of Section 4.8 of the Master Trust Agreement are hereby amended by adding the following paragraph as follows:

"There is hereby created a special account with the Trustee to be called the "Series 2017 Road Bonds Redemption Account" within the Redemption Fund created by Section 4.8 of the Master Trust Agreement. The Trustee shall deposit into the Series 2017 Road Bonds Redemption Account all amounts required to be transferred to such Account from the Collection Fund and the Series 2017 Road Bonds Prepayment Account pursuant to Sections 4.1 and 4.3 of the Master Trust Agreement, respectively. The Trustee shall apply all such amounts in the Series 2017 Road Bonds Redemption Account, to redeem or purchase the Outstanding Series 2017 Road Bonds, on a pro rata basis, in accordance with Section 6.1 or 6.2 hereof. Accrued interest on any Outstanding Series 2017 Road Bonds redeemed shall be paid from the Series 2017 Road Bonds Interest and Sinking Account. The redemption premium shall be paid from amounts transferred to the Series 2017 Road Bonds Redemption Account."

Section 4.02 Amendments to Section 5.2 of the Master Trust Agreement. The terms of Section 5.2 of the Master Trust Agreement are in full force and effect except with respect to the

provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2017 Road Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Road Bonds. In the event of a conflict between the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement and the Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Road Bonds. The provisions of Section 5.2 of the Master Trust Agreement are hereby amended by adding the following paragraphs as follows:

(a) Actions Taken by Series 2017 Road Bonds Bondholder Representative. Notwithstanding anything in the Second Supplemental Trust Indenture to the contrary, if an Event of Default, as set forth in Section 5.1 of this Master Trust Agreement, shall have occurred and be continuing, the Series 2017 Road Bonds Bondholder Representative, in its sole discretion as evidenced by written notice delivered to the Trustee, may (but shall not be required to), (i) in lieu of the Trustee, exercise such one or more of the rights and powers conferred on the Trustee by Article X of this Master Trust Agreement; and (ii) such rights and powers granted to Issuer under this Master Trust Agreement, and such rights of the Owners under this Master Trust Agreement, either by a suit or suits in equity or in law for the enforcement of any appropriate equitable or legal remedy the Series 2017 Road Bonds Bondholder Representative shall deem most expedient in the interest of the Owners.

(b) Appointment of Series 2017 Road Bonds Bondholder Representative.

(1) The Owners of not less than a majority in aggregate principal amount of the Series 2017 Road Bonds then Outstanding may, but shall not be required to, from time to time, appoint a representative or agent, by giving signed, written notice of such appointment to the Trustee, to act on behalf of the Owners to give any consents, authorizations, or approvals; exercise any rights; or take any other action as may be taken by the Owners under this Master Trust Agreement on such terms and conditions as such Owners may deem advisable (a "Bondholder Representative"). Upon such appointment, the Trustee shall accept the consent, authorization, or direction of such Bondholder Representative to the extent specified in such notice, as it would accept such action from the Owners of not less than a majority in aggregate principal amount of the Series 2017 Road Bonds then Outstanding. A Bondholder Representative may be an Owner.

(2) Unless otherwise specified in the notice delivered to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Series 2017 Road Bonds then Outstanding appointing a Bondholder Representative pursuant to Section 5.2 hereof, such Bondholder Representative shall be the sole representative of such Owners with respect to all matters specifically listed in such notice for which such Owners are authorized to act under this Master Trust Agreement, until a signed, written notice of the removal of the Bondholder Representative shall be delivered to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Series 2017 Road Bonds then Outstanding. A Bondholder Representative may resign at any time by delivering written notice thereof to the Trustee. Any notice of removal or resignation meeting the foregoing requirements shall be effective immediately upon receipt thereof by the Trustee. In no event shall more than one Bondholder Representative be appointed to represent the Owners of not less than a majority in aggregate principal amount of the Series 2017 Road Bonds then Outstanding.

(c) Bondholder Representative Expenses. The Trustee shall pay the reasonable fees and expenses (including reasonable fees and expenses of counsel) of any Bondholder Representative, upon invoice, incurred in connection with the acceptance or administration of its rights and duties (on behalf of the Owners) under this Master Trust Agreement, and in connection with any amendment, modification, supplemental, consent or waiver with respect to or required under the Bonds, or in connection with the enforcement thereof, except any such expense, disbursement or advance as may arise from its gross negligence, bad faith, or willful misconduct. Unless the Trustee receives written notice to the contrary, the Trustee may assume that there is no claim that any such expense, disbursement or advance may arise from its gross negligence, bad faith, or willful misconduct of a Bondholder Representative and that such expenses, disbursements or advances are reasonable.

(d) Notices and Reporting Obligations. The appointment of a Bondholder Representative shall in no way affect any reporting or notice requirements of the Owners hereunder, except that such Bondholder Representative shall also receive copies of all such reports and notices.

Section 4.03 Amendments to Section 2.9 of the Master Trust Agreement. The terms of Section 2.9 of the Master Trust Agreement are in full force and effect except with respect to the provisions below which shall amend such provisions of the Master Trust Agreement with respect to the Series 2017 Road Bonds, and such provisions as set forth below shall be applicable to the Series 2017 Road Bonds. In the event of a conflict between the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement and this Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Road Bonds. The provisions of Section 2.9 of the Master Trust Agreement are hereby amended by adding the following paragraphs as follows:

(a) The Series 2017 Road Bonds are transferable only to accredited investors and/or qualified institutional buyers upon delivery of an investor letter executed by the transferee, except that:

(1) At any time on and after the date on which the Assessed Value first equals or exceeds $265,000,000.00, the Series 2017 Road Bonds shall be transferable to accredited investors and/or qualified institutional buyers without delivery of an investor letter; and

(2) At any time on and after the date on which the Series 2017 Road Bonds or any other Bonds issued by the PID are first rated "BBB-" or higher by Standard & Poors or Fitch or "Baa3" or higher by Moody's, or Investment Grade by any NRSRO, then the Series 2017 Road Bonds shall be transferable to any type of investor without delivery of an investor letter.

Section 4.04 Amendments to Article I of the Master Trust Agreement and Amendments to the Master Trust Agreement . Amendments to Definitions:

(1) The provisions of Section 1.1 of the Master Trust Agreement are hereby amended as follows: The definition "Joint Road Contract or 2008 Joint Road Contract" is deleted and replaced with the following definition:

"Joint Road Contract means the Amended 2015 Joint Road Contract among the Issuer, the District and District No. 1-A, approved by the Governing Body of the Issuer on August 7, 2017, as the same may be amended from time to time."

(2) All references to the 2008 Joint Road Contract or Joint Road Contract in the Master Trust Agreement, the First Supplemental Trust Agreement, and this Second Supplemental Trust Agreement shall be deemed to reference the "Joint Road Contract" as defined herein.

(3) "EXHIBIT B" to the Master Trust Agreement is hereby deleted and replaced with the Joint Road Contract attached hereto as Exhibit D.

Section 4.05 Applicability of Article 12 of the Master Trust Agreement to the Series 2017 Road Bonds. . Pursuant to Section 15c2-12(d)(1)(i) of Rule 15c2-12 of the United States Securities and Exchange Commission, the Series 2017 Road Bonds are exempt from the provisions of Rule 15c2-12 and therefore the terms of Article 12 of the Master Trust Agreement are null and void with respect to the Series 2017 Road Bonds, and such provisions and Rule 15c2-12 shall not be and are not applicable to the Series 2017 Road Bonds. The Issuer shall provide or cause to be provided certain continuing disclosure information annually to the MSRB through EMMA pursuant to a separate Agreement to Provide Certain Information between the Issuer, Denton County Fresh Water Supply District No. 1-H and the Trustee. In the event of a conflict between the provisions of the Master Trust Agreement and this Second Supplemental Trust Agreement, the provisions of the Second Supplemental Trust Agreement shall control with respect to the Series 2017 Road Bonds.

Section 4.06 Miscellaneous .

This Second Supplemental Trust Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

This written Second Supplemental Trust Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements between the parties.

[Rest of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Trust Agreement to be executed on their behalf by their duly authorized officers all as of the day and year first above written.

EXECUTED as of _____, 2017.

CITY OF LEWISVILLE ("Issuer")

By:_____
Name: _____
Title: _____

ATTEST:
By:_____
Name: Julie Heinze
Title: City Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION
("Trustee")

By:_____
Name: Camilla J. Lindsey
Title: Vice President

EXHIBIT A

FORM OF SERIES 2017 BONDS

[To Follow]

EXHIBIT B

FORM OF INITIAL SERIES 2017 ROAD BOND

[To Follow]

EXHIBIT C

SERIES 2017 AUTHORIZED ROAD EXPENDITURES

[To Follow]

EXHIBIT D

FORM OF JOINT ROAD CONTRACT

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED JULY 13, 2017

IN THE OPINION OF BOND COUNSEL, INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION UNDER EXISTING STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS AS DESCRIBED UNDER "TAX EXEMPTION" HEREIN. SEE "LEGAL MATTERS" AND "TAX EXEMPTION" HEREIN FOR A DISCUSSION OF BOND COUNSEL'S OPINION, INCLUDING A DESCRIPTION OF CERTAIN ALTERNATIVE MINIMUM TAX CONSEQUENCES FOR CORPORATIONS.

NEW ISSUE

$7,690,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT UTILITY SYSTEM BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

$15,310,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT ROAD SYSTEM BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

Dated: July 1, 2017
Interest Accrues: Date of Initial Delivery

Due: September 1
(As shown on inside front cover)

The $7,690,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") and the $15,310,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds" and with the Utility Bonds, the "Bonds") will be issued by the City of Lewisville, Texas (the "Issuer") in fully registered form. The Bonds will be in authorized denominations of $25,000 and integral multiples of $5,000 in excess thereof. The Trustee and Paying Agent/Registrar for the Bonds is Wilmington Trust, National Association, in Dallas, Texas. Interest on the Bonds will be paid by check mailed by the Paying Agent/Registrar on or before each interest payment date to the registered owners of the Bonds at the addresses shown on the Bond registration books kept by the Paying Agent/Registrar. Principal of the Bonds is payable to the registered owners at maturity or earlier redemption only upon presentation and surrender of the Bonds at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas.

Interest on the Bonds accrues from the date of initial delivery thereof, is calculated on the basis of a 360-day year comprised of twelve 30-day months, and is payable on March 1, 2018, and on each September 1 and March 1 thereafter until maturity or prior redemption. The Bonds are subject to optional, special mandatory, and mandatory sinking fund redemption as more fully described herein. Upon redemption, the Bonds will be payable at prices described herein, plus accrued interest to the date of redemption. See "THE BONDS - Redemption Provisions."

The proceeds of the Bonds will be applied to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities, and streets and roads within the Improvement District (hereinafter defined) and to pay certain costs of issuance of the Bonds. See "PLAN OF FINANCING."

The Bonds, when issued, constitute valid and legally binding special obligations of the Issuer. An amount, on a cumulative basis, not less than one percent (1%) of the original principal amount of the Bonds, together with interest thereon, is payable from and secured by a pledge of and lien on certain Special Assessment Revenues (as defined herein) levied by the Issuer against benefitted property within the Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District"), a public improvement district of the Issuer, all of which is located within the Issuer's extraterritorial jurisdiction and all of which is located within the District (hereinafter defined), all to the extent and upon the conditions described herein. An amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, but in no event to exceed, on a cumulative basis, ninety-nine percent (99%) of the original principal amount of the Bonds, together with interest thereon, is payable from certain Contract Revenues (as defined herein) paid by Denton County Fresh Water Supply District No. 1-H (the "District"), which Contract Revenues are payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. See "THE BONDS - Sources of Payment."

THE BONDS ARE SPECIAL REVENUE OBLIGATIONS OF THE ISSUER AND ARE NOT OBLIGATIONS OF DENTON COUNTY, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION OTHER THAN THE ISSUER AND THE DISTRICT. THE BONDS ARE NOT PAYABLE FROM ANY FUNDS RAISED OR TO BE RAISED BY TAXATION BY THE ISSUER OR FROM ANY OTHER SOURCE OF FUNDS OF THE ISSUER OTHER THAN CONTRACT REVENUES AND SPECIAL ASSESSMENT REVENUES.

THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS DESCRIBED HEREIN. See "RISK FACTORS" herein.

THIS LIMITED OFFERING MEMORANDUM IS FURNISHED WITH THE EXPRESS UNDERSTANDING THAT IT IS SOLELY FOR THE PURPOSE OF CONSIDERATION BY PROSPECTIVE PURCHASERS OF THE BONDS WHO ARE BOTH (i) "QUALIFIED INSTITUTIONAL BUYERS" (WITHIN THE MEANING OF RULE 144A OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC")) AND (ii) "INSTITUTIONAL INVESTORS" WITHIN THE MEANING OF APPLICABLE STATE SECURITIES LAWS, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE OR MADE AVAILABLE TO ANYONE NOT DIRECTLY CONCERNED WITH THE DECISION REGARDING SUCH PURCHASE. PURCHASERS OF THE BONDS WILL BE REQUIRED TO EXECUTE AN INVESTMENT LETTER IN THE FORM SET FORTH IN APPENDIX H HERETO.

UNLESS CERTAIN CONDITIONS ARE MET, AS DESCRIBED UNDER "THE BONDS - LIMITATIONS ON TRANSFERS," THE TRANSFER OF THE BONDS MAY BE LIMITED TO CERTAIN TRANSFEREES AND SUCH TRANSFEREES MAY BE REQUIRED TO PROVIDE TO THE PAYING AGENT/REGISTRAR A TRANSFEREE LETTER IN THE FORM SET FORTH IN APPENDIX I HERETO PRIOR TO ANY SUCH TRANSFER.

The Bonds will be delivered when, as and if issued, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the opinion of Winstead PC, Dallas, Texas, Bond Counsel. Certain legal matters will be passed upon for Raymond James & Associates, Inc., as placement agent (the "Placement Agent') by its counsel McCall, Parkhurst & Horton L.L.P., Dallas, Texas. The Bonds in definitive form are expected to be available for delivery through the facilities of DTC on or about August 8, 2017.

RAYMOND JAMES

*Preliminary, subject to change.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND PRICES

UTILITY BONDS

$7,690,000* _____% Term Bonds Due September 1, 2037 (a)(b) CUSIP _____ (d)
Price _____% (c)

ROAD BONDS

$15,310,000* _____% Term Bonds Due September 1, 2037 (a)(b) CUSIP _____ (d)
Price_____% (c)

(a) Subject to optional redemption as described under the caption "THE BONDS - Redemption Provisions - *Optional Redemption*.

(b) Subject to special mandatory and mandatory sinking fund redemption on September 1 in each of the years and in the amounts set forth herein under the caption "THE BONDS - Redemption Provisions - *Mandatory Redemption*."

(c) The initial reoffering yield has been provided by the Placement Agent (defined herein) and represents the initial offering price of a substantial amount of the Bonds.

(d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the America Bankers Association, and are included solely for the convenience of purchasers of the Bonds. Neither the Issuer nor the Placement Agent shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

*Preliminary, subject to change.

TABLE OF CONTENTS

USE OF INFORMATION IN LIMITED OFFERING MEMORANDUM	iv
General	iv
Securities Laws	v
MUNICIPAL BOND RATING	v
LIMITED OFFERING MEMORANDUM SUMMARY	vi
SELECTED FINANCIAL INFORMATION CONCERNING THE DISTRICT	xii
SELECTED FINANCIAL INFORMATION CONCERNING THE IMPROVEMENT DISTRICT	xv
INTRODUCTION	1
THE BONDS	1
General	1
Interest	2
Redemption Provisions	2
Registration and Exchange	5
Limitations on Transfers	6
Book-Entry Only System	6
Sources of Payment	8
Defeasance	9
Annexation	10
Strategic Partnership Agreement	11
Consolidation	11
Authorization of the Bonds	11
Legal Ability of the Issuer to Issue Additional Debt	11
Legal Ability of the District to Issue Additional Debt	12
Events of Default	12
Remedies in Event of Default	13
Legal Investment and Eligibility to Secure Public Funds in Texas	15
USE OF PROCEEDS	15
Sources and Uses of Funds	15
RISK FACTORS	16
General	16
Factors Affecting Taxable Values and Tax Payments	17
Tax Collection Limitations	19
Special Assessment Limitations	19
Construction Risks and Facilities Costs	2-
Hazardous Substance	20
Regulation	20
Registered Owners' Remedies and Bankruptcy	20
Bankruptcy Limitation to Registered Owners' Rights	21
The Effect of the Financial Institutions Act of 1989 on Tax Collections of the District	21
Future Debt	22
Competitive Nature of Dallas-Fort Worth Residential Housing Market	22
Continuing Compliance with Certain Covenants	22
Future and Proposed Legislation	23
2017 Legislative Special Session	23
DISTRICT DEBT	23
General	23
Bonded Indebtedness	23
Estimated Direct and Overlapping Debt Statement for the District	25
Debt Service Requirements	26

TAX PROCEDURES 27
County-Wide Appraisal District 27
Exempt Property 27
Tax Abatement 28
Assessment and Levy 28
Agricultural, Open Space or Timberland Deferment 29
District and Taxpayer Remedies 30
Rollback of Operation and Maintenance Tax Rate 30
Collection 30
District's Rights in the Event of Tax Delinquencies 30
ASSESSMENT PROCEDURES 31
Levy of Special Assessments 31
Prepayment of Special Assessments 31
Priority of Lien 31
Covenant to Commence Foreclosure Proceedings 31
DISTRICT TAX DATA 32
Contract Tax 32
Maintenance Tax 32
Historical Values and Tax Collection History 32
Analysis of Tax Base 33
Exemptions 33
Principal Taxpayers 33
Tax Rate Calculations 34
Estimated Overlapping Taxes 34
THE ISSUER 35
THE DISTRICT 35
Authority 35
Description 36
Management of the District 36
THE IMPROVEMENT DISTRICT 37
Authorized Public Improvements 38
Assessment/Service Plan 38
Preparing Assessment Roll and Notices 39
Assessments, Hearing, Levy and Payment 39
Supplemental Assessments 39
Ownership of Authorized Improvements 39
Maintenance of Authorized Improvements 40
DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT 40
Development of the District 40
Community Facilities 40
Future Development 41
THE CASTLE HILLS PROJECT 41
Description 41
Status of Development 41
THE DEVELOPER 42
Role of the Developer 42
The Developer in the District 42
Developer Principals 43
Financing 44

THE SYSTEM 44
Regulation 44
Water and Sanitary Sewer System 45
Drainage Facilities 45
100-Year Flood Plain 45
PURCHASE OF THE BONDS 45
LEGAL MATTERS 46
Legal Opinions 46
No Arbitrage 46
No-Litigation Certificate 47
No Material Adverse Change 47
TAX EXEMPTION 47
SOURCES OF INFORMATION 49
General 49
Experts 49
Certification of Limited Offering Memorandum 49
Continuing Availability of Financial Information 50
FORWARD-LOOKING STATEMENT DISCLAIMER 50
CONTINUING DISCLOSURE OF INFORMATION 51
Annual Reports 51
Event Notices 51
Availability of Information 52
Limitations, Disclaimers and Amendments 52
Compliance with Prior Undertakings 53

APPENDIX A - AERIAL PHOTOGRAPH A-1
APPENDIX B - DEFINITIONS B-1
APPENDIX C - SUMMARY OF TRUST AGREEMENTS C-1
APPENDIX D - SUMMARY OF THE CONTRACTS D-1
APPENDIX E - FORM OF BOND COUNSEL OPINION E-1
APPENDIX F - DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016 F-1
APPENDIX G - FINANCIAL INFORMATION CONCERNING THE DEVELOPER G-1
APPENDIX H - FORM OF INVESTMENT LETTER H-1
APPENDIX I - FORM OF TRANSFEREE LETTER I-1

USE OF INFORMATION IN LIMITED OFFERING MEMORANDUM

General

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, this document constitutes an "official statement" of the Issuer with respect to the Bonds that has been deemed "final" by the Issuer as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

None of the Issuer, its Financial Advisor, the Purchaser (as defined herein) or the Placement Agent makes any representation regarding the information contained in this Limited Offering Memorandum regarding The Depository Trust Company, or its book-entry-only system, as such information has been furnished by the Depository Trust Company.

The cover page contains certain information for general reference only and is not intended as a summary of this offering. Investors should read the entire Limited Offering Memorandum, including all schedules and appendices attached hereto, to obtain information essential to making an informed investment decision.

THIS LIMITED OFFERING MEMORANDUM CONTAINS "FORWARD-LOOKING" STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS.

No dealer, broker, salesman or other person has been authorized by the Issuer or the Placement Agent to give any information or to make any representations other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Issuer or the Placement Agent.

This Limited Offering Memorandum does not constitute, and is not authorized by the Issuer for use in connection with, an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, orders, contracts, audits, engineering and other related reports set forth in this Limited Offering Memorandum are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from the Issuer.

This Limited Offering Memorandum contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the condition of the Issuer or other matters described herein since the date hereof. However, the Issuer has agreed to keep this Limited Offering Memorandum current by amendment or sticker to reflect material changes in the affairs of the Issuer, and to the extent that information

actually comes to its attention, the other matters described in this Limited Offering Memorandum, until delivery of the Bonds to the Purchasers thereof.

The Placement Agent has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Placement Agent does not guarantee the accuracy or completeness of such information.

THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THIS LIMITED OFFERING MEMORANDUM AND HAS NOT REVIEWED OR UNDERTAKEN TO VERIFY ANY INFORMATION CONTAINED HEREIN.

Securities Laws

No registration statement relating to the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The Issuer assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

MUNICIPAL BOND RATING

The Issuer has not applied for a municipal bond rating on the Bonds and it is not expected that an investment grade rating would have been obtained had such application been made.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

LIMITED OFFERING MEMORANDUM SUMMARY

The following summary of certain information contained herein is qualified in its entirety by the detailed information appearing elsewhere in this Limited Offering Memorandum. The reader should refer particularly to sections that are indicated for more detailed information.

THE BONDS

The Issuer	City of Lewisville, Denton County, Texas (the "Issuer" or the "City"), a home rule city existing under the Constitution and laws of the State of Texas. See "THE ISSUER."
The District	Denton County Fresh Water Supply District No. 1-H (the "District"), a political subdivision of the State of Texas and a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, located wholly within the extraterritorial jurisdiction of the Issuer, operating under Chapters 49 and 51, Texas Water Code, as amended, with certain rights, powers, privileges, authority, and functions derived from Chapter 53, Texas Water Code, as amended. See "THE DISTRICT."
The Improvement District	Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District"), a public improvement district under Chapter 372, Texas Local Government Code, all of which is located within the extraterritorial jurisdiction of the Issuer and all of which is also located within the boundaries of the District. See "THE IMPROVEMENT DISTRICT."
Description	City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") in the aggregate principal amount of $7,690,000* and City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds" and, with the Utility Bonds, the "Bonds"), in the aggregate principal amount of $15,310,000*, are dated July 1, 2017, and mature on September 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest on the Bonds accrues at the respective rates shown on the inside cover hereof from the date of initial delivery thereof to the Purchaser (as defined herein) and is payable on March 1, 2018 and on each September 1 and March 1 thereafter until maturity or prior redemption. The Bonds are issued pursuant to ordinances adopted by the City Council of the Issuer on July 17, 2017

* Preliminary; subject to change.

(collectively, the "Bond Ordinances") and two separate Master Trust Agreements, each dated as of August 1, 2014, and each as supplemented by First Supplemental Trust Agreements, dated as of August 1, 2014, and by Second Supplemental Trust Agreements, dated as of July 1, 2017 (collectively, the "Trust Agreements"), between the Issuer and Wilmington Trust, National Association in Dallas, Texas (the "Trustee," "Paying Agent/Registrar," or "Paying Agent").

Optional Redemption . . . . . The Bonds are subject to redemption prior to maturity, in whole or in part, at the option of the District, on September 1, 2022, and on any date thereafter, at the redemption prices set forth herein under "THE BONDS - Redemption Provisions - *Optional Redemption*, plus accrued interest to the date fixed for redemption. If fewer than all the Bonds are optionally redeemed at any time, the amounts to be redeemed shall be designated by the Issuer and the particular Bonds shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form). See "THE BONDS - Redemption Provisions - *Optional Redemption*."

Special Mandatory Redemption . . . . . Utility Bonds not exceeding $80,000* in principal amount and Road Bonds not exceeding $155,000* in principal amount are subject to special mandatory redemption prior to maturity on any date, at a price equal to the principal amount of the Bonds, or portions thereof, to be redeemed, plus accrued interest thereon, to the date fixed for redemption from Special Assessment Revenues resulting from prepayments of Special Assessments (credited pro rata among the Bonds, and any Additional Bonds (as defined herein) based upon respective amounts outstanding). The maturities and amounts of Bonds to be redeemed shall be designated by the Issuer and the particular Bonds shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Mandatory Sinking Fund Redemption . The Bonds are also subject to mandatory sinking fund redemption, by lot or other customary method of random selection designated by the Trustee, at a price equal to the principal amount thereof plus accrued interest to the date of redemption as described herein under "THE BONDS - Redemption Provisions - Mandatory Sinking Fund Redemption."

* Preliminary; subject to change.

Source of Payment	Principal of and interest on the Bonds are payable from (i) certain Contract Revenues (as defined herein) paid by the District pursuant to a 2008 Joint Utility Contract and a 2008 Joint Road Contract, each dated as of August 18, 2014, as amended by an Amended 2015 Joint Utility Contract and an Amended 2015 Joint Road Contract, each to be dated as of August 7, 2017 (collectively, the "Contracts"), among the Issuer, the District and Denton County Fresh Water Supply District No. 1-A ("District No. 1-A") and (ii) Special Assessment Revenues (as defined herein) collected by the Issuer from within the Improvement District. An amount, on a cumulative basis, not less than one percent (1%) of the original principal amount of the Bonds, together with interest thereon, is payable from Special Assessment Revenues and an amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, but in no event to exceed, on a cumulative basis, ninety-nine percent (99%) of the original principal amount of the Bonds is payable from Contract Revenues. Special Assessment Revenues are payable from Special Assessments (as defined in the Trust Agreements) levied by the Issuer within the Improvement District against benefitted property within the Improvement District, to the extent and upon the conditions described herein. Contract Revenues are payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied by the District upon all taxable property located within the District. **The Bonds are special revenue obligations of the Issuer and are not obligations of Denton County, Texas, the State of Texas or any political subdivision other than the Issuer and the District. The Bonds are not payable from any funds raised or to be raised by taxation by the Issuer or from any source of funds of the Issuer other than Contract Revenues and Special Assessment Revenues.** See "THE BONDS - Source of Payment," "TAX DATA - Tax Rate Calculations," and "RISK FACTORS - Maximum Impact on District Tax Rates."
Other Characteristics	The Bonds will be issued in fully registered form in the denomination of $25,000 and in integral multiples of $5,000 in excess thereof, and will be in book-entry-only form. See 'THE BONDS - Book-Entry-Only System."
Use of Proceeds	Proceeds of the sale of the Bonds will be used to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities, and street and roads, within the Improvement District and to pay the costs of issuance of the Bonds. See "PLAN OF FINANCING - Sources and Uses of Funds."

Outstanding Bonds and Payment Record	The Bonds constitute the third and fourth series of bonds issued by the Issuer pursuant to the Contracts. The Issuer previously issued City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project), in the original principal amount of $7,310,000, of which $7,070,000 is currently outstanding, and City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project), in the original principal amount of $1,200,000, all of which remains outstanding (collectively, the "Outstanding Bonds").
Municipal Bond Ratings	The Issuer has not applied for a municipal bond rating on the Bonds and it is not expected that an investment grade rating would have been obtained had such application been made.
Authorized but Unissued Bonds	The Issuer has the right in the Bond Ordinances and Trust Agreements to issue bonds, in addition to the Bonds, in the maximum amount of $104,490,000* (not including refunding bonds), consisting of $97,750,000* for utility purposes and $6,740,000* for road purposes pursuant to the Contracts (as defined herein). See "THE BONDS - Legal Ability of the Issuer to Issue Additional Debt."
Legal Opinion	Winstead PC, Dallas, Texas, Bond Counsel.

THE ISSUER

Description	The City of Lewisville, Texas (the "Issuer" or the "City") is a home rule city under the Constitution and laws of the State of Texas. The City, incorporated in 1925, is located in the southeastern portion of Denton County on Interstate Highway 35-E, 20 miles north of Dallas, 34 miles northeast of Fort Worth, 15 miles southeast of Denton and 8 miles north of Dallas-Fort Worth International Airport. See "THE ISSUER - Description" and "APPENDIX A - AERIAL PHOTOGRAPH."
Authority	The rights, powers, privileges, authority and functions of the Issuer are established by the Constitution and laws of the State of Texas pertaining to home rule municipal corporations and the Issuer's home rule charter.

* Preliminary; subject to change.

THE DISTRICT

Description	Denton County Fresh Water Supply District No. 1-H (the "District") is a political subdivision of the State of Texas and a conservation and reclamation district under Article XVI, Section 59 of the Texas Constitution, containing approximately 386.44 acres, and located entirely within the extraterritorial jurisdiction of the Issuer.
Authority	The rights, powers, privileges, authority and functions of the District are established by the general law of the State of Texas, pertaining to water control and improvement districts, particularly, Chapters 49 and 51, Texas Water Code, as amended. In addition, certain reserved rights, powers, privileges, authority and functions of the District are derived from Chapter 53, Texas Water Code, as amended.
Development of the District	Land within the District is expected to be developed for commercial mixed-use projects, single-family projects and multi-family projects. Proceeds of the Bonds will be used to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities (the "Utility System") and certain streets and roads (the "Road System") (the Utility System and the Road System, collectively, the "System") to serve 423 multi-family units on approximately 21 acres with an additional 312 multi-family units to be constructed on 8 acres, a 515,000 square foot mixed-use project to be constructed on approximately 10 acres, and 292 single-family lots to be developed on 71 acres. After such construction, there will remain approximately 190 undeveloped but developable acres within the District. It is expected that approximately 140 acres of such undeveloped acres will be developed as multi-family, 50 acres will be developed for mixed-use projects, and an additional 5 acres will remain owned by Kroger Marketplace but developable in the future. The Developer is under no obligation to complete construction of the System if proceeds of the Bonds are insufficient for such purpose. See "RISK FACTORS - Construction Risks and Facilities Costs" and "THE SYSTEM - Status of Construction." Approximately 81 acres within the District are located within the easements, roads, parking, and power transmission and are not considered developable.

THE IMPROVEMENT DISTRICT

Description	Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District") is a public improvement district authorized under Chapter 372, Texas Local Government Code, containing approximately 386.44 acres.

The Improvement District is located wholly within the extraterritorial jurisdiction of the Issuer and within the boundaries of the District.

Authority . . . . . The Improvement District is a public improvement district of the Issuer under the provisions of Chapter 372, Texas Local Government Code.

THE CASTLE HILLS PROJECT

Description . . . . . The District is part of the master planned community known as Castle Hills (the "Castle Hills Project"). Castle Hills Project is a development of Bright Realty, LLC ("Bright Realty"). See "THE DEVELOPER" below. Castle Hills Project consists of approximately 2,400 acres of land, approximately 386.44 acres of which are located within the District, approximately 1.659 acres which are located within the boundaries of District No. 1-A, 309.2 acres of which are located within District No. 1-B, 261.4 acres of which are located within District No. 1-C, approximately 490.69 acres of which are located within District No. 1-D, approximately 259.46 acres of which are located within the boundaries of District No. 1-E, approximately 259.46 acres are located within the boundaries of District No. 1-F, and 307.074 acres of which are located within District No. 1-G. According to the Developer, the ultimate land use within the Castle Hills Project is currently projected as follows: approximately 1,526 acres will be subdivided into approximately 4,300 single family lots, approximately 455 acres will be used for the development of commercial mixed-use projects, approximately 207 acres will be developed as multi-family communities, and approximately 212 acres have been developed as an 18 hole golf course and country club known as The Lakes at Castle Hills. Swimming and tennis facilities, drainage, easements, streets rights-of-way, utility easements, open space, lakes, parks and greenbelts are included in the single-family acreage.

Status of Development . . . . . As of March 31, 2017, a total of 3,940 lots on approximately 1,260 acres had been developed within the Castle Hills Project, with 72 lots under development on approximately 12 acres. 3,466 homes were occupied, and 106 homes were under construction or permitted for construction. Also completed are 210 acres of commercial development, 212 acres for the 18-hole golf course and country club (The Lakes at Castle Hills), with swimming and tennis facilities and 67 acres of multifamily development. Approximately 10 acres for commercial development, 8 acres for multi-family development, and 71 acres for single-family development are to be constructed on, while approximately 235 acres are available for commercial development and 140 acres are available for

multifamily development. All of the current development within the Castle Hills Project has occurred within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and the District.

THE DEVELOPER

General . . . . . The developer of land within the District has been Bright Realty, which is owned by certain members of the family of the late H.R. ("Bum") Bright and trusts for the benefit of such family members. Bright Realty is acquiring land in the District from a related company, BRECO Lands CH, LLC ("BRECO Lands"), as dictated by development needs. Bright Realty and BRECO Lands are collectively referred to herein as the "Developer." See "THE DEVELOPER."

RISK FACTORS

THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS AS SET FORTH IN THIS LIMITED OFFERING MEMORANDUM. PROSPECTIVE PURCHASERS SHOULD CAREFULLY EXAMINE THE ENTIRE LIMITED OFFERING MEMORANDUM BEFORE MAKING THEIR INVESTMENT DECISIONS, ESPECIALLY THE PORTION OF THE LIMITED OFFERING MEMORANDUM ENTITLED "RISK FACTORS."

SELECTED FINANCIAL INFORMATION
CONCERNING THE DISTRICT
(Unaudited)

2016 Assessed Valuation	$ 97,906,911	(a)
2017 Preliminary Assessed Valuation	$131,426,081	(b)
Direct Debt: The Outstanding Bonds	$8,270,000	
The Utility Bonds	7,690,000*	
The Road Bonds	15,310,000*	
Total	$31,270,000	
Estimated Overlapping Debt	$2,488,702	(c)
Direct and Estimated Overlapping Debt	$33,758,702	(d)
Ratio of Direct Debt to: 2016 Assessed Valuation	31.94%	
2017 Preliminary Assessed Valuation	23.79%	
Ratio of Direct and Estimated Overlapping Debt to:		
2016 Assessed Valuation	34.48%	
2017 Preliminary Assessed Valuation	25.69%	
Utility Interest and Sinking Fund Balance	$ 0	(e)
Road Interest and Sinking Fund Balance	$ 0	(e)
Utility Debt Service Reserve Fund Balance	$716,759	(f)
Road Debt Service Reserve Fund Balance	$120,029	(f)
2016 Tax Rate per $100 of Assessed Valuation	$ 1.00	(g)
Contract Tax $0.8521		
Maintenance Tax $0.1479		
Average Annual Debt Service Requirements of the Outstanding Bonds and the Bonds (2017-2037)	$2,615,115	
Maximum Annual Debt Service Requirements of the Outstanding Bonds and the Bonds (2033)	$2,784,225	
Tax Rate per $100 of Assessed Valuation within the District required to pay Average Annual Debt Service Requirements at 95% tax collections Based Upon:		
2016 Assessed Valuation	$2.82	
2017 Preliminary Assessed Valuation	$2.10	
Tax Rate per $100 of Assessed Valuation with the District required to pay Maximum Annual Debt Service Requirements at 95% tax collections Based Upon:		
2016 Assessed Valuation	$3.00	
2017 Preliminary Assessed Valuation	$2.23	

* Preliminary; subject to change.

(a) Provided by the Denton County Appraisal District (the "Appraisal District"), this amount is the certified value of all taxable property located within the District as of January 1, 2016. This amount constitutes the District's 2016 tax roll. See "TAXING PROCEDURES" and "RISK FACTORS - Factors Affecting Taxable Values and Payments."

(b) Provided by the Appraisal District for informational purposes only, this amount is an estimate of the value of all taxable property located within the District as of January 1, 2017, and includes an estimate of values resulting from the construction of taxable improvements from January 1, 2016, through December 31, 2016. The ultimate assessed valuation of such additions to the District's tax roll resulting from development and construction activity from January 1, 2016, through December 31, 2016, may vary significantly from this estimate when the Appraisal Review Board certifies the valuation of District property for the purpose of determining the District's 2017 tax roll, which will be based on the valuation of District property as of January 1, 2017.

(c) See "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement of the District."

(d) As is described in this Limited Offering Memorandum under the caption "TAX DATA - Estimated Overlapping Taxes," the aggregate of the tax levies of all units of government which levy taxes against the property located within the District in 2016, plus the 2016 levy by the District of $1.00 per $100 of assessed valuation, is $2.6684 per $100 of Assessed Valuation. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments."

(e) Neither the Bond Ordinances, the Trust Agreements, nor Texas law requires that any particular amount be maintained in the Interest and Sinking Fund at any time.

(f) As of March 31, 2017, and includes funds in the Collection Fund to be transferred to the Interest and Sinking Fund.

(g) After issuance of the Bonds. Amounts represents an amount equal to maximum annual debt service on the Bonds contributed by the Developer (as defined herein). See "THE BONDS - Source of Payment - Debt Service Reserve Fund."

(h) The District expects to levy a tax of $1.00 per $100 of assessed valuation during the year 2017 to pay its obligations under the Contracts. As indicated herein, a tax rate of $1.00 is insufficient to pay either the Average Annual or the Maximum Annual Debt Service Requirements of the Bonds based upon the 2016 Assessed Valuation or based upon the 2017 Preliminary Assessed Valuation. In order for a $1.00 tax rate to be sufficient to pay the Average Annual Debt Service Requirement and the Maximum Annual Debt Service Requirement, assessed values in the District would have to increase to approximately $275,275,242 and $293,076,316, respectively.

SELECTED FINANCIAL INFORMATION
CONCERNING THE IMPROVEMENT DISTRICT

Special Assessment Roll

Description	No. of Acres	Special Assessments per Acre	Total Assessments
Commercial			
Lot Type A Multifamily/Commercial	386.3747	$1,553/acre	$600,000

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

* Preliminary; subject to change.

LIMITED OFFERING MEMORANDUM

$7,690,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT UTILITY SYSTEM BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

$15,310,000*
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT ROAD SYSTEM BONDS, SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

INTRODUCTION

This Limited Offering Memorandum provides certain information with respect to the issuance by the City of Lewisville, Texas (the "Issuer"), of its Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") and its Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds" and, with the Utility Bonds the "Bonds").

There follows in this Limited Offering Memorandum descriptions of the Bonds and certain information about the Issuer, Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District") and Denton County Fresh Water Supply District No. 1-H (the "District"). All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from Winstead PC, 2728 N. Harwood Street, Dallas, Texas 75201, upon request and payment of the costs of duplication therefor. Certain capitalized terms used in this Limited Offering Memorandum have the same meanings assigned to such terms in the Bond Ordinances (hereinafter defined) and the Trust Agreements (hereinafter defined), except as otherwise indicated herein.

THE BONDS

General

The following is a description of certain terms and conditions of the Bonds, which description is qualified in its entirety by reference to the ordinances of the City Council (the "Governing Body") of the Issuer authorizing the issuance of the Bonds (collectively, the "Bond Ordinances") and two separate Master Trust Agreements, each dated as of August 1, 2014, and each as supplemented by First Supplemental Trust Agreements, dated as of August 1, 2014, and Second Supplemental Trust Agreements, dated as of July 1, 2017 (collectively, the "Trust Agreements") between the Issuer and Wilmington Trust, National Association, in Dallas, Texas (the "Trustee"). The Bond Ordinances and Trust Agreements authorize the issuance and sale of the Bonds and prescribe the terms, conditions and provisions for the payment of the principal of and interest on the Bonds by the Issuer.

The Bonds are dated July 1, 2017, and will mature on September 1 in each of the years and in the amounts set forth on the inside cover hereof. The Bonds will be issued as fully registered bonds in the denomination of $25,000 and integral multiples of $5,000 in excess thereof. Principal of the Bonds will be payable to the Registered Owners at maturity or earlier redemption upon presentation of Bonds at the principal corporate trust office of the Trustee as paying agent/registrar (the "Paying Agent/Registrar," "Paying Agent," or "Registrar"). The Bonds are subject to optional, special mandatory, and mandatory sinking fund redemption as described below under "Redemption Provisions."

* Preliminary; subject to change.

The Bonds constitute the third and fourth series of Bonds issued by the Issuer pursuant to the Contracts (hereinafter defined). Proceeds of the Bonds will be used to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities, and streets and roads within the Improvement District, and pay the costs of issuance of the Bonds.

The Bonds will be issued in fully registered form and will be registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Individual purchases in authorized denominations will be made only through the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC participants. The purchasers of the Bonds will not receive certificates representing their interest in the Bonds. Ownership interest in the Bonds will be shown on, and transfer of the Bonds will be effected only through, records maintained by DTC and its participants. Payments of the principal of and interest on the Bonds are required to be made to owners by DTC through its participants. See "Book-Entry Only."

For so long as DTC is the securities depository for the Bonds, then "Owner" or "Registered Owner" shall refer solely to DTC. In the event that DTC is no longer the securities depository for the Bonds, the term "Owner" or "Registered Owner" shall refer to a successor securities depository or the Owners of the Bonds which are shown as Registered Owners on the registration books of the Paying Agent/Registrar.

Interest

Interest on the Bonds will accrue from the date of delivery to the Placement Agent (as defined herein) at the respective rates per annum set forth on the inside cover hereof. Interest on the Bonds is payable on March 1, 2018, and on each September 1 and March 1 thereafter until maturity or prior redemption.

Interest is calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on each Bond shall be payable by check payable on the interest payment date, mailed by the Paying Agent/Registrar on or before each interest payment date to the Registered Owner of record as of the Record Date to the address of such Registered Owner as shown on the bond registration books (the "Register") kept by the Paying Agent/Registrar, or by other such customary banking arrangements as may be acceptable to the Paying Agent/Registrar and the Registered Owner at the expense and risk of the Registered Owner.

If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which the Paying Agent/Registrar is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions in Dallas, Texas are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

Redemption Provisions

Optional Redemption

The Bonds are subject to redemption and payment prior to their scheduled maturities at the option of the Issuer, in whole or in part, on September 1, 2022, and on any date thereafter, at the redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), plus accrued interest to the date of redemption, from funds transferred from the Collection Fund (as defined in the Bond Ordinance) or from other available money provided by the Issuer as set forth below:

Redemption Date	Redemption Prices
September 1, 2022 through August 31, 2023	103%
September 1, 2023 through August 31, 2024	102½%
September 1, 2024 through August 31, 2025	102%
September 1, 2025 through August 31, 2026	101½%
September 1, 2026 through August 31, 2027	101%
September 1, 2027 and thereafter	100%

If fewer than all of the Bonds are optionally redeemed at any time, the amounts of Bonds to be redeemed shall be designated by the Issuer and the particular Bonds within a maturity shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Special Mandatory Redemption

Utility Bonds not exceeding $80,000* in principal amount and Road Bonds not exceeding $155,000* in principal amount are subject to special mandatory redemption prior to maturity, on any date, at a price equal to the principal amount of the Bonds, or portions thereof, to be redeemed, plus accrued interest thereon, to the date fixed for redemption from Special Assessment Revenues resulting from Prepayments of Special Assessments, when such Prepayments have accumulated in the Special Assessments Prepayment Fund in an amount sufficient to redeem $80,000* in principal amount in Utility Bonds, or $155,000* in principal amount of Road Bonds, as applicable, plus accrued interest thereon, and such funds have been transferred to the applicable account of Redemption Fund. The maturities and amounts of Bonds to be so redeemed shall be designated by the Issuer and the particular Bonds within a maturity shall be selected by the Trustee by lot or other customary method of random selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Mandatory Sinking Fund Redemption

The Bonds are subject to mandatory sinking fund redemption by the Issuer prior to their scheduled maturities, by lot or other customary method of random selection designated by the Trustee, on the dates and in the amounts set forth below at a redemption price equal to the principal amount redeemed plus accrued interest to the redemption date:

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

* Preliminary; subject to change.

UTILITY BONDS*

Year (September 1)	Principal Amount	Year (September 1)	Principal Amount
2019	$120,000	2029	$ 320,000
2020	125,000	2030	340,000
2021	130,000	2031	365,000
2022	140,000	2032	385,000
2023	155,000	2033	410,000
2024	160,000	2034	435,000
2025	270,000	2035	1,085,000
2026	280,000	2036	1,155,000
2027	290,000	2037[1]	1,220,000
2028	305,000		

ROAD BONDS*

Year (September 1)	Principal Amount	Year (September 1)	Principal Amount
2019	$485,000	2029	$ 765,000
2020	515,000	2030	810,000
2021	550,000	2031	855,000
2022	580,000	2032	910,000
2023	615,000	2033	965,000
2024	650,000	2034	1,020,000
2025	590,000	2035	1,245,000
2026	635,000	2036	1,320,000
2027	680,000	2037[1]	1,400,000
2028	720,000		

[1] Maturity

The particular Bonds to be so redeemed shall be selected by lot or other customary method of random selection. However, if during any period in which ownership of the Bonds is determined only by a book-entry-only system at a securities depository, if fewer than all of the Bonds are to be redeemed, the particular Bonds shall be selected in accordance with arrangement between the Issuer and the securities depository. The principal amounts shown above are subject to reduction, at the option and direction of the Issuer, by the amount of (i) any prior optional redemption of Bonds of such series at a redemption price of par plus accrued interest to the date fixed for redemption or (ii) any Bonds of such series and maturity acquired by the Issuer prior to maturity and delivered to the Trustee for cancellation and application.

* Preliminary; subject to change.

Notice of Redemption

Notice of any redemption shall be given at least thirty (30) days and no more than sixty (60) days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owners of the Bonds to be redeemed in whole or in part at the address shown on the Register.

Any notice mailed as provided in the Trust Agreements shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the redemption date, due provision shall be made with the Trustee for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest thereon to the redemption date. When such Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds, or portions thereof, shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for redemption, and the right of the owners to collect interest on such Bonds or portions thereof which would otherwise accrue after the redemption date shall be terminated.

The Issuer reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Issuer retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Issuer delivers a certificate of the Issuer to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the Issuer to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Partial Redemption

If a portion of a Bond is to be redeemed, such portion may be redeemed, but only in integral multiples of $5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount of the unredeemed portion of the Bond so surrendered.

Registration and Exchange

The Trust Agreements provide that, so long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Trust Agreements.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar and, if applicable, compliance with the limitations set forth in "Limitations on Transfers" below. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) business days after such presentation, a new Bond or Bonds,

registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds are exchangeable upon presentation and surrender thereof at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas, for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond during the fifteen (15) day period next preceding any interest payment date. The Issuer or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Issuer.

See "Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Limitations on Transfers

The Bonds are transferable only to Accredited Investors (within the meaning of Rule 501 of Regulation D under the Securities Act of 1933 (the "Securities Act")) and/or Qualified Institutional Buyers (within the meaning of Rule 144A under the Securities Act) upon delivery of an executed Transferee Letter in the form set forth in APPENDIX I hereto, provided, however, that:

(1) At any time on and after the date on which the Assessed Value within the District first equals or exceeds $310,000,000, the Bonds shall be transferable to Accredited Investors and/or Qualified Institutional Buyers without delivery of a Transferee Letter; and

(2) At any time on and after the date on which the Bonds or any other bonds issued by the Issuer for the Improvement District first receive an Investment Grade Rating, then the Bonds shall be transferable to any transferee without delivery of a Transferee Letter.

Book-Entry Only System

This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The Issuer, the District, the Financial Advisor, and the Placement Agent believe the source of such information to be reliable, but none of the Issuer, the District, the Financial Advisor, nor the Placement Agent takes any responsibility for the accuracy or completeness thereof.

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

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership

nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

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

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

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

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

the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

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

Payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Paying Agent/Registrar, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Sources of Payment

The Bonds, when issued and delivered, are valid and legally binding special revenue obligations of the Issuer, with an amount not less than one percent (1%) of the original principal amount of the Bonds, together with interest thereon, being payable, together with the Outstanding Bonds, from and secured by a pledge of and lien on certain Special Assessment Revenues and with an amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, but in no event to exceed, on a cumulative basis, ninety-nine percent (99%) of the original principal amount of the Bonds, together with interest thereon, being payable, from certain Contract Revenues to be paid by the District pursuant to a 2008 Joint Utility Contract and a 2008 Joint Road Contract, each dated as of August 18, 2014, as amended by an Amended 2015 Joint Utility Contract and an Amended 2015 Joint Road Contract, each to be dated as of August 7, 2017 (collectively, the "Contracts") among the Issuer, the District and District No. 1-A. See "APPENDIX D - SUMMARY OF THE CONTRACTS."

- Special Assessment Revenues -

Special Assessment Revenues are to be derived from Special Assessments levied by the Issuer against benefitted property within the Improvement District pursuant to an Assessment/Service Plan adopted by the Issuer pursuant to Section 372, Texas Local Government Code, including updates thereto approved by the Issuer. See "ASSESSMENT PROCEDURES." Such Special Assessments are payable pursuant to the assessment ordinance (the "Assessment Ordinance") adopted by the Issuer for the Improvement District. Special Assessment Revenues are to be collected in an amount sufficient to pay an amount not less than one percent (1%) of the original principal amount of the Bonds, together with interest thereon, when due.

- Contract Revenues -

Contract Revenues are payable from the levy by the District of ad valorem taxes, without legal limitation as to rate or amount on all taxable property within the District, to pay the principal and the interest on the Bonds and such additional bonds of the Issuer as may hereafter be issued pursuant to the terms of the Contracts. The Trust Agreements create an Interest and Sinking Fund and create a Series 2017 Utility Bonds Interest and Sinking Fund Account and a Series 2017 Road Bonds Interest and Sinking Fund Account therein, and the proceeds from all taxes levied, assessed and collected for and on account of the Contract Revenues shall be deposited in such Fund to pay debt service on the Utility Bonds and the Road Bonds, respectively. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants to levy and annually assess and collect in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District, sufficient to pay an amount equal to the balance of the original principal amount of the Bonds, together with interest thereon, that is not paid from Special Assessment Revenues, but in no event to exceed, on a cumulative basis, ninety-nine percent (99%) of the original principal amount of the Bonds, together with interest thereon, when due.

The Contracts provide that the District shall, prior to setting its tax rate each year, calculate the total amount of the payments to be made by the Issuer pursuant to the Bonds, after the application of the available reserves established with the proceeds of such Bonds and any Special Assessment Revenues, and shall establish a tax rate on all taxable property within its boundaries which, if 95% of such taxes are collected in a timely fashion, would be sufficient to make the annual payment of Contract Revenues to the Issuer. See "APPENDIX D - SUMMARY OF THE CONTRACTS."

- Debt Service Reserve Funds -

The Trust Agreements create Debt Service Reserve Funds and create a Series 2017 Utility Bond Debt Service Reserve Fund Account and a Series 2017 Road Bonds Debt Service Reserve Fund account. The Trust Agreements require such Debt Service Reserve Funds to be in an amount (the "Debt Service Reserve Amount"), equal to the lesser of (i) ten percent (10%) of the principal amount of the applicable series of the Bonds, (ii) the maximum annual debt service on the applicable series of Bonds, and (iii) 125% of the average annual debt service requirements on the applicable series of Bonds. Out of funds advanced by the Developer (hereinafter defined) on the Closing Date for the Bonds, an amount equal to maximum annual debt service on the Utility Bonds and ten percent (10%) of the principal amount of the Road Bonds, respectively, will be deposited into the applicable Debt Service Reserve Fund.

The Debt Service Reserve Funds are to be used solely (i) to pay principal of and interest on the applicable series of Bonds in the event and to the extent that funds on deposit in the applicable Interest and Sinking Fund are insufficient for such purpose and (ii) to the extent of funds available therein, to pay the last maturity or maturities of the Bonds. The District is required to replenish any deficiencies in the Debt Service Reserve Funds resulting from a withdrawal therefrom in twelve consecutive equal monthly installments. Any deficiency in the Debt Service Reserve Funds resulting from a determination that the value of the Authorized Investments credited to the applicable Debt Service Reserve Fund is less than the Debt Service Reserve Amount, must also be replenished in twelve consecutive equal monthly installments.

Defeasance

The Issuer may defease the provisions of the Bond Ordinances and the Trust Agreements and discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal and interest thereon in the manner provided by Section 1207.062, Texas Government Code, as amended. Under Section 1207.062, such

discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) for obligations of the Issuer payable from the Contracts, or with a commercial bank or trust company designated in the proceedings authorizing such discharge, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The foregoing obligations may be in book entry form, and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds. If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Bond Ordinances and Trust Agreements.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the defeasance securites. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the Issuer to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the Issuer: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because neither the Bond Ordinances nor the Trust Agreements contractually limits such investments, owners of the Bonds may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

Annexation

Under existing Texas law, since the District lies wholly within the extraterritorial jurisdiction of the Issuer, the District may be annexed by the Issuer without the District's consent, subject to compliance by the Issuer with various requirements of Chapter 43 of the Texas Local Government Code, as amended. If the District is annexed, the Issuer must assume the District's assets and obligations (including the Contracts) and abolish the District within 90 days of the date of annexation except as provided under "Strategic Partnership Agreement" below. Annexation of territory by the Issuer is a policy-making matter within the discretion of the Mayor and City Council of the Issuer, and therefore, the District and the Issuer make no representation that the Issuer will ever annex the District and assume its debt. Moreover, no representation is made concerning the ability of the

Issuer to make Contract Payments to pay debt service on the Bonds should annexation occur. Under the terms of the SPA (as herein defined) between the District and the Issuer, however, the Issuer has agreed not to annex the District for full purposes (a traditional municipal annexation) for at least ten (10) years from the date of execution of the SPA. See "Strategic Partnership Agreement" below.

Strategic Partnership Agreement

In June, 2009, the District, together with District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, and District No. 1-G, entered into a Strategic Partnership Agreement with the City as authorized by Texas Local Government Code, Chapter 43 (the "SPA"). The SPA provides for a "limited purpose annexation" of that portion of the District developed for retail and commercial purposes for purposes of applying the City sales tax. The portion of the District consisting of residential development is not subject to the SPA. The SPA also provides that the City will not annex the District for "full purposes" (a traditional municipal annexation) for the ten (10)-year term of the SPA.

As a result of the SPA, the City is authorized to impose a one percent (1%) retail City sales tax within the portion of the District included in the limited purpose annexation. Pursuant to the SPA, the City pays to the District through District No. 1-A, an amount, if any, over and above an amount retained by the City for its cost to provide public safety services to the District, equal to one-half of all retail sales tax revenues within such area of the District and received by the City from the Texas Comptroller of Public Accounts (herein defined as the "Sales Tax Revenue"). The SPA requires that amounts received by the District under the SPA be used first to reimburse any developer for any outstanding maintenance and operating advances. Thereafter, the District is authorized to use the Sales Tax Revenue generated pursuant to the SPA for any lawful purpose.

None of the Sales Tax Revenue is pledged toward the payment of principal and interest on the Bonds and none is expected to be used for such purpose.

Consolidation

The District has the legal authority to consolidate with any other districts and, in connection therewith, to provide for the consolidation of its assets (such as cash and the utility system) and liabilities (such as its obligations under the Contracts), with the assets and liabilities of districts with which it is consolidating. Although no consolidation is presently contemplated by the District, no representation is made concerning the likelihood of consolidation in the future.

Authorization of the Bonds

The Bonds are issued pursuant to the authority of the Bond Ordinances, the Trust Agreements, and Chapter 372 of the Texas Local Government Code, as amended. The Contracts have been entered into in accordance with Chapters 49, 51, and, for limited purposes, 53, Texas Water Code, as amended. The Contracts were approved at elections held within the District on November 4, 2008 and November 3, 2015, by a vote of 1 "For" to 0 "Against" and 2 "For" to 0 "Against," respectively. See "THE BONDS - Legal Ability of the Issuer to Issue Additional Debt" and "Legal Ability of the District to Issue Additional Debt."

Legal Ability of the Issuer to Issue Additional Debt

The Issuer has the right in the Bond Ordinances and the Trust Agreements to issue bonds in addition to the Bonds ("Additional Bonds") pursuant to the Contracts, in the maximum aggregate amount of $104,490,000* (not including refunding bonds), consisting of $97,750,000* for utility purposes and $6,740,000* for road purposes pursuant to the Contracts. Additional Bonds may be issued only to the extent that Special Assessments (including unpaid Special Assessments and Prepayments of Special Assessments then on deposit in the Debt Service Reserve Funds) are pledged to the payment of such Additional Bonds and the total of (i) Special Assessment

* Preliminary; subject to change.

Revenues pledged to the payment of such Additional Bonds and (ii) Special Assessment Revenues theretofore deposited into the Debt Service Reserve Funds of the Trust Agreements are at least equal to 1% of the original principal of such Additional Bonds, together with interest thereon. Further, the Issuer will not issue any Additional Bonds pursuant to the Contracts unless the Assessed Value within the District is at least 3.5 times the sum of the then Outstanding Bonds, any Outstanding Additional Bonds, and the proposed Additional Bonds after deducting any amounts on deposit in the Debt Service Reserve Fund with respect to the Outstanding Bonds and any Outstanding Additional Bonds, and any amounts to be deposited to a Debt Service Reserve Fund out of proceeds of the proposed Additional Bonds. Additional Bonds may also be issued in such amounts as are necessary for the refunding of any outstanding obligations issued pursuant to the Contracts. Such Additional Bonds may be issued with the approval of the governing body of the Issuer, but without the necessity of authorization by the voters within the Issuer or further authorization by voters within the District.

The Issuer also has the right to issue such bonds, notes or other obligations as are authorized to be issued by municipal corporations by and subject to the requirements of, the provisions of the constitution and laws of the State of Texas applicable to municipal corporations. Any such obligations issued by the Issuer other than pursuant to the Contracts will be payable from sources other than the Contract Revenues.

Legal Ability of the District to Issue Additional Debt

In addition to the Bonds and any Additional Bonds issued pursuant to the Contracts, the District has the right to issue such unlimited tax bonds as may be hereafter approved by the voters of the District. The District also has the right to issue revenue bonds, revenue notes, bond anticipation notes and tax anticipation notes without voter approval. In addition, the District has the right to enter into other contracts similar to the Contracts and to pledge its taxing power to secure any payments the District is required to make under such a contract, provided the provisions of the contract are approved by the voters of the District. The District further has the right, without further voter approval, to issue bonds to refund outstanding bonds of the District.

The District is also authorized by law to engage in fire-fighting activities and is authorized to issue bonds payable from District ad valorem taxes for such purpose. Before the District may issue bonds for fire-fighting activities payable from District ad valorem taxes, the following actions would be required: (1) authorization of a detailed master plan and bonds for such purpose by the qualified voters in the District; (2) approval of the master plan and bonds by the Texas Commission on Environmental Quality (the "TCEQ"); and (3) approval of bonds by the Attorney General of Texas. The Board of Directors of the District has not considered calling an election at this time for such purposes.

Notwithstanding the foregoing, the District has agreed in its resolution approving the issuance of the Bonds that it will not issue any bonds payable from ad valorem taxes unless the Assessed Value within the District is at least 3.5 times the sum of the then outstanding bonds payable from ad valorem taxes, and the proposed additional bonds after deducting any amounts on deposit in any debt service reserve fund with respect to any outstanding bonds and any amounts to be deposited to any debt service reserve fund out of proceeds of the proposed additional bonds. The term "Assessed Value" shall be defined as follows: as determined by the Denton Central Appraisal District, the greater of (I) the total assessed valuation certified by the Appraisal District or (ii) the most recent preliminary total assessed valuation certified by the Appraisal District.

If additional debt obligations are issued in the future by the District, such issuance may increase gross debt/property valuation ratios and might adversely affect the investment security of the Bonds. See "RISK FACTORS - Future Debt."

Events of Default

The Trust Agreements define each of the following to be an "Event of Default":

(a) if default occurs in the timely payment of a Principal Installment (whether mandatory prepayment amount or the principal amount due at maturity) of any of the Bonds of a series; or

(b) if default occurs in the timely payment of any installment of interest or premium, if any, on any of the respective series of Bonds of a series; or

(c) the Bankruptcy or Insolvency of the Issuer; or

(d) if the Issuer shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the respective series of Bonds or in the respective Bond Ordinances or Trust Agreements, other than as specified in (a), (b), or (c) above, on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of not less than ten percent (10%) in principal amount of the respective series of Bonds then outstanding; or

(e) if the Issuer or the District shall default in the due and prompt performance of any of the covenants, conditions, agreements and provisions contained in the respective Contract on the part of the Issuer or the District, as the case may be, to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given by the Trustee, which notice the Trustee may give in its discretion.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, the Trustee may proceed, and upon the written request of the Registered Owners of not less than fifty-one percent (51%) in principal amount of the Bonds and any Additional Bonds then Outstanding shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under the Act and under the applicable Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained in the applicable Trust Agreement or in aid or execution of any power granted in the applicable Trust Agreement or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under a Trust Agreement the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Issuer for Principal Installments, interest or otherwise under any of the provisions of the Trust Agreements or of the Bonds and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings therewith and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Owners of the Bonds, and to recover and enforce judgment or decree against the Issuer, but solely as provided in the Trust Agreements and in such Bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from Contract Payments and Special Assessment Revenues or other moneys available for such purposes) specifically permitted by the Trust Agreements) in any manner provided by law, the moneys adjudged or decreed to be payable from said sources.

In enforcing the rights of the Registered Owners under the Trust Agreements, the Trustee may sue for specific performance or may mandamus the Issuer to enforce its rights under the Contracts. Under the Contracts, the District has covenanted to levy and collect a tax, without legal limit as to rate or amount, on all taxable property within the District, sufficient to make all payments on the Bonds (after deducting Special Assessment Revenues).

Such covenant may be enforced by mandamus by the Issuer or the Trustee to require the District to levy a sufficient tax or to exercise the District's remedies to enforce payment of such tax, including foreclosure. See "TAX PROCEDURES - District's Rights in the Event of Tax Deliniquencies."

The Registered Owners of not less than a majority in principal amount of the applicable series of Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial actions to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of the Trust Agreements and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Registered Owners of the Bonds not parties to such direction.

No Registered Owners of any of the Bonds then Outstanding shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the execution of any trust hereunder or the protection or enforcement of any right under the Trust Agreements or the Bond Ordinances, or any right under the act or the laws of Texas, excepting only an action for the recovery of overdue and unpaid principal installments, interest or redemption premium, unless such Registered Owner previously shall have given to the Trustee written notice of the event of default or breach of trust or duty on account of which such suit or action is to be taken, and unless the Registered Owners of not less than twenty percent (20%) in principal amount of the applicable series of Bonds and any Additional Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the laws of Texas, or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

Notwithstanding the foregoing, if an Event of Default shall have occurred and be continuing, the Series 2017 Road Bonds Bondholder Representative or the Series 2017 Utility Bonds Bondholder Representative, as applicable, in its sole discretion as evidenced by written notice delivered to the Trustee, may (but shall not be required to), (i) in lieu of the Trustee, exercise such one or more of the rights and powers conferred on the Trustee; and (ii) such rights and powers granted to Issuer under the Trust Agreement, and such rights of the Owners under the Trust Agreement, either by a suit or suits in equity or in law for the enforcement of any appropriate equitable or legal remedy the applicable Bondholder Representative shall deem most expedient in the interest of the Owners.

Any delay or omission to exercise any right or power occurring upon any default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

There is no acceleration of maturity of the Bonds in the event of default. Consequently, the remedy of specific performance is a remedy which may have to be relied upon from year to year by the Registered Owners. Based on recent Texas court decisions, it is unclear whether certain legislation effectively waives governmental immunity of governmental entities for suits for money damages. Even if the Registered Owners could obtain a judgment against the Issuer, such judgment could not be enforced by levy and execution against the Issuer's property or the District's property or the property subject to assessment. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District or the Improvement District, as the case may be, in order to pay the principal of and interest on the Bonds. Certain traditional legal remedies also may not be available.

The enforceability of the rights and remedies of the Registered Owners may be further limited by federal bankruptcy laws related to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer and the District. Specifically, the Issuer or the District may voluntarily file a petition for protection from creditors under the federal bankruptcy laws. During the pendency of the bankruptcy proceedings the remedy for mandamus would not be available to the Registered Owners unless authorized by a federal bankruptcy judge. Additionally, the right of the District to seek judicial foreclosure of any tax lien or special assessment lien upon property within such District may be stayed. See "RISK FACTORS - Bankruptcy Limitation to Registered Owners' Rights."

Legal Investment and Eligibility to Secure Public Funds in Texas

Chapter 372, Texas Local Government Code, as amended, pursuant to which the Bonds are issued, provides as follows:

(a) Bonds issued under this subchapter are legal and authorized investments for:

(1) banks, trust companies, and savings and loan associations;

(2) all insurance companies;

(3) fiduciaries, trustees, and guardians; and

(4) interest funds, sinking funds, and other public funds of the state or of an agency, subdivision, or instrumentality of the state, including a county, municipality, school district, or other district, public agency or body politic.

(b) Bonds issued under this subchapter may be security for deposits of public funds of the state or of an agency, subdivision, or instrumentality of the state, including a county, municipality, school district, or other district, public agency or body politic, to the extent of the market value of the Bonds, if accompanied by any appurtenant unmatured interest coupons.

The Issuer makes no representation that the Bonds will be acceptable to banks, savings and loan associations or public entities for investment purposes or to secure deposits of public funds. The Issuer has made no investigation of other laws, regulations or investment criteria which might apply to or otherwise limit the availability of the Bonds for investment or collateral purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the acceptability of the Bonds for investment or collateral purposes.

USE OF PROCEEDS*

Sources and Uses of Funds

UTILITY BONDS

The proceeds from the sale of the Utility Bonds will be applied as follows:

Sources of Funds

Principal Amount of Bonds	$7,690,000.00
Total Sources of Funds	$7,690,000.00

* Preliminary; subject to change.

Uses of Funds

Utility Improvement Fund	$6,168,000.00
Utility Debt Service Reserve Fund	769,000.00
Issuance Costs	438,338.71
Deposit to Capitalized Interest Fund	314,661.29
Total Uses of Funds	$7,690,000.00

ROAD BONDS

The proceeds from the sale of the Road Bonds will be applied as follows:

Sources of Funds

Principal Amount of Bonds	$15,310,000.00
Total Sources of Funds	$15,310,000.00

Uses of Funds

Road Improvement Fund	$12,346,000.00
Road Debt Service Reserve Fund	1,484,000.00
Issuance Costs	853,541.70
Deposit to Capitalized Interest Fund	626,458.30
Total Uses of Funds	$15,310,000.00

In the instance that the above estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for other authorized purposes. In the instance that actual costs exceed previously estimated amounts, the issuance of Additional Bonds may be required. The District's Engineer has advised the Issuer that the proceeds of the sale of the Bonds should be sufficient to pay the costs of the above-described facilities. However, the Issuer cannot and does not guarantee the sufficiency of such funds for such purposes.

RISK FACTORS

General

The Bonds, which are special revenue obligations of the Issuer and not of the State of Texas or Denton County, will be secured by Contract Revenues to be paid by the District to the Issuer pursuant to the Contracts, and by Special Assessment Revenues. Contract Revenues are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied by the District on all taxable property within the District. Special Assessment Revenues are payable from Special Assessments levied by the Improvement District against benefitted property within the Issuer. AN AMOUNT ON A CUMULATIVE BASIS NOT LESS THAN ONE PERCENT (1%) OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, IS PAYABLE FROM SPECIAL ASSESSMENTS AND AN AMOUNT EQUAL TO THE BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, BUT IN NO EVENT TO EXCEED, ON A CUMULATIVE BASIS, NINETY-NINE PERCENT (99%) OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, IS PAYABLE FROM CONTRACT REVENUES. The ultimate security for payment of the principal of and interest on the Bonds depends upon (i) the ability of the District to pay Contract Revenues from the collection from the property owners within the District of taxes levied against all taxable property located within the District, or, in the event taxes are not collected and foreclosure proceedings are instituted by

the District, upon the value of the taxable property with respect to taxes levied by the District and by other taxing authorities, and (ii) the ability of the Issuer to collect Special Assessment Revenues within the Improvement District or, in the event Special Assessments are not collected and foreclosure proceedings are instituted on behalf of the Issuer, upon the value of the property which is subject to such Special Assessments. Neither the Issuer nor the District makes any representations that over the life of the Bonds the property within the District will maintain values sufficient to justify continued payment of taxes or Special Assessments by the property owners. The potential increase in taxable valuation of property within the District is directly related to the economics of the residential housing and commercial products industry, not only due to general economic conditions, but also due to the particular factors discussed below.

Factors Affecting Taxable Values and Tax Payments

Economic Factors: The rate of development of the District is directly related to the vitality of the residential housing industry and the demand for commercial projects. Such development and construction can be significantly affected by factors such as interest rates, construction costs, availability of liquidity and credit in the financial markets, and consumer demand. Decreased levels of home construction activity would restrict the growth of property values in the District. Because a significant number of the homes being constructed and planned for construction within the District are considered to be in such higher end market, A slowdown or worsening of the market for such higher end homes could adversely effect the growth of taxable values within the District. Neither the Issuer nor the District can predict the pace or magnitude of any future development or home construction in the District.

Development of land within the District is contingent upon construction or acquisition of major public improvements such as arterial streets, water distribution facilities, sewage collection and transmission facilities and street lighting, as well as local in-tract improvements that may include substantial site grading. While these improvements in the District are expected to be constructed with proceeds of the Outstanding Bonds and the Bonds, there can be no assurance that any or all of these improvements will be constructed. See "DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT" herein. The cost of these public and private in-tract and off-site improvements could increase the public and private debt for which the land within the District provides security. This increased debt could reduce the ability or desire of the property owners to pay taxes or the Special Assessments levied against their property.

The development of land within the District is subject to a number of contingencies which could slow or prevent future development of the undeveloped land. Consequently, no assurance can be given that such development will be partially or fully completed, and in assessing the investment quality of the Bonds, prospective purchasers should evaluate such risks. In addition to potentially reducing the ability and willingness of the landowners to pay taxes and Special Assessments, a slowdown of the economic development process in the region could adversely affect land values and reduce the proceeds received at a foreclosure sale in the event taxes or Special Assessments are not paid when due.

Developer and Major Landowner's Obligation to the Issuer: The District had, as of January 1, 2016, only five taxpayers for 2016. The largest taxpayer is Discovery CH LLC, an entity related to Bright Realty, whose property constitutes 50.45% of the 2016 tax roll. The second largest taxpayer is BRECO Lands, an entity related to Bright Realty, which owner of undeveloped land which currently comprises approximately 45.86% of the 2016 tax roll of the District. Entities related to Bright Realty therefor constitute 96.31% of the District's tax roll. Bright Realty is a nominally capitalized corporation, the primary assets of which currently are the land within the District, District No. 1-C, and District No. 1-G. Bright Realty has no source of funds with which to pay taxes levied by the District or Special Assessments other than funds resulting from sale of lots to builders and/or funds which other entities comprising the Developer may choose to advance to Bright Realty. See "THE DEVELOPER" and "APPENDIX G - FINANCIAL INFORMATION CONCERNING THE DEVELOPER." The ability of Bright Realty to make full and timely payments of taxes levied against their properties by the

District will directly affect the District's ability to meet its obligations to make payments under the Contracts. Only owners of property located in the District are legally responsible for payment of ad valorem taxes to the District and other taxing authorities and for payment of Special Assessments to the Issuer. Failure of Bright Realty to make timely payment of their taxes could result in defaults under the Trust Agreements and ultimately could adversely affect the investment security of the Bonds.

There is no commitment by or legal requirement of the Developer or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of homes in the District, and there is no restriction on any landowners' right to sell its land. Therefore, neither the Issuer nor the District can make any representation about the probability of future development, if any, or the rate of home construction activity in the District.

Maximum Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of District property owners to pay their taxes. The District's 2016 Assessed Valuation is $97,906,911. The 2017 Preliminary Assessed Valuation of property located within the District, supplied by the Appraisal District is $131,426,081. The average annual debt service requirement on the Bonds and the Outstanding Bonds is $2,615,115 and the maximum annual debt service requirement on the Bonds and the Outstanding Bonds is $2,784,225 (2033). Assuming no increase to nor decrease from the 2016 Assessed Valuation, and no use of funds on hand to augment tax receipts and the issuance of no additional bonds, tax rates of $2.82 and $3.00 per $100 of Assessed Valuation 95% collection rates would be necessary to pay both the average annual debt service requirements and maximum annual debt service requirements, respectively. Assuming no increase to nor decrease from the 2017 Preliminary Assessed Valuation, no use of funds on hand to augment tax receipts and the issuance of no additional bonds, tax rates of $2.10 and $2.23 per $100 of Assessed Valuation at 95% collection rates would be necessary to pay both the average annual debt service requirements and maximum annual debt service requirements, respectively.

The District levied a tax of $1.00 in 2016 for purposes of making payments under the Contracts and for operation and maintenance purposes. As the above paragraph indicates, the 2016 tax rate of $1.00 will be insufficient to pay debt service Average Annual Debt Service Requirements on the Bonds and the Outstanding Bonds and the Maximum Annual Debt Service Requirements on the Bonds and the Outstanding Bonds given taxable values in the District at the level of the 2017 Preliminary Assessed Valuation, assuming a tax collection rate of 95%, no use of funds on hand, and the issuance of no additional bonds by the District. In order for a tax rate of $1.00 to be sufficient to pay both the average annual and maximum annual debt service requirements on the Bonds and the Outstanding Bonds, the assessed valuation in the District must increase to approximately $275,275,242 and $293,076,316, respectively. With the continued development of property and construction of homes on the lots developed by the Developer, the District anticipates that increases in the taxable values will enable the District to make payments of Contract Revenues sufficient to meet debt service requirements on the Bonds without increasing the tax rate above a rate of $1.00. However, the District can make no representation that the taxable property values in the District will increase in the future or will maintain a value sufficient to support the aforementioned tax rate or to justify continued payment of taxes or Special Assessments by property owners.

Increases in the District's tax rate to higher levels than the $1.00 per $100 of Assessed Valuation may have an adverse impact upon future development of the District, the sale and construction of homes within the District and the ability of the District to collect, and the willingness of owners of property located within the District to pay, ad valorem taxes levied by the District. In addition, the collection by the District of delinquent taxes owed to it and the enforcement by a Registered Owner of the District's obligations to collect sufficient taxes may be a costly and lengthy process.

The combination of the District's 2016 levy of $1.00 per $100 of Assessed Valuation, plus the aggregate of the

2016 tax levies of all other units of government which levy taxes against the property located within the District, is $2.6684 per $100 of Assessed Valuation. See "TAX DATA - Estimated Overlapping Taxes."

Tax Collection Limitations

The District's ability to make payments of Contract Revenues may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time-consuming and expensive collection procedures, (b) a bankruptcy court's stay of tax collection procedures against a taxpayer, (c) market conditions affecting the marketability of taxable property within the District and limitation of the proceeds from a foreclosure sale of such property, (d) adverse effects on the proceeds of a foreclosure sale resulting from a taxpayer's limited right to redeem its foreclosed property as set forth below, or (e) insufficient foreclosure bids to satisfy the tax liens of all state and local taxing authorities which have parity liens on the property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Moreover, the value of the property to be sold for delinquent taxes and thereby the potential sales proceeds available to pay debt service on the Bonds, may be limited by among other factors, the existence of other tax liens on the property, by the current aggregate tax rate being levied against the property, or by the taxpayers' right to redeem residential or agricultural use property within two (2) years of foreclosure and all other property within six (6) months of foreclosure. See "TAX PROCEDURES."

Special Assessment Limitations

Special Assessments are due and payable in the same manner as, and bear the same penalties and interest for non-payment, as do regular property tax installments. Additionally, Special Assessments are payable in annual installments established by the Assessment Ordinance to correspond in number and proportionate amount to the number of installments and principal amounts of the Bonds and any Additional Bonds maturing in each year. See "ASSESSMENT PROCEDURES - Priority of Lien" herein. It should be noted that the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular assessment installment payments in the future.

Although Special Assessments are secured by a lien on the parcels within the Improvement District and the Issuer has covenanted to institute foreclosure proceedings to sell parcels with delinquent assessment installments for amounts sufficient to cover such delinquent installments in order to obtain funds to pay debt service on the Bonds, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid delay in payments of debt service on the Bonds. In addition the pledge of Special Assessments to the Bonds is not sufficient to pay the full amount of debt service due on the Bonds. Upon an ad valorem tax lien foreclosure event of a property within the District, an installment of Special Assessments that is also delinquent will be foreclosed in the same manner as the ad valorem tax lien (assuming all conditions and procedures for foreclosure are duly satisfied). The foreclosure of accrued installments of Special Assessments does not eliminate the outstanding principal balance of the Special Assessment and any purchaser of the property in foreclosure takes the property subject to the Special Assessment lien and any associated obligations.

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

Construction Risks and Facilities Costs

Although the District's Engineer estimates that proceeds of the Bonds will be sufficient to pay the costs of acquiring and constructing certain water, sewer, drainage facilities, and streets and roads, there can be no assurance that such proceeds will be sufficient to acquire and construct such facilities. The Developer is under no obligation and has made no commitment to the District to complete any of such facilities should proceeds of the Bonds be insufficient for such purpose. Failure to complete all of such facilities could result in an inability to construct taxable improvements within the District and could adversely impact the security for the Bonds.

Hazardous Substance

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

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The Issuer has not independently verified, and is not aware, whether the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel, however, it is possible that such liabilities do currently exist and that the Issuer is not aware of them.

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

Regulation

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

Registered Owners' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds, the Trustee may proceed, and upon the written request of the Registered Owners of not less than fifty-one percent (51%) in principal amount of the Outstanding Bonds and Bonds then Outstanding shall proceed to protect and enforce its rights and the rights of the Owners of the Bonds under the Bond Ordinances and the Trust Agreements by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained therein or in aid or

execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of specific performance has to be relied upon from year to year. Based on recent Texas court decisions, it is unclear whether certain legislation effectively waives governmental immunity of governmental entities for suits for money damages. Even if the Registered Owners could obtain a judgment against the Issuer, such a judgment could not be enforced by a direct levy and execution against the Issuer's or the District's property. Further, the Registered Owners cannot themselves foreclose on property within the Issuer or sell property within the Issuer in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners further may be limited laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer. In this regard, should the Issuer or the District file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the Issuer to seek judicial foreclosure of its tax lien would be automatically stayed and could not be pursued unless authorized a federal bankruptcy judge. See "RISK FACTORS - Bankruptcy Limitation to Registered Owners' Rights."

Bankruptcy Limitation to Registered Owners' Rights

The enforceability of the rights and remedies of the Registered Owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the Issuer and the District. Subject to the requirements of Texas law, the Issuer or the District may voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946, if the Issuer or the District (1) is generally authorized to file for federal bankruptcy protection by Texas law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Under Texas law, a water control and improvement district, such as the District, must also obtain the approval of the TCEQ prior to filing for bankruptcy. Such legislation requires that the TCEQ investigate the financial condition of such district and authorize the district to proceed only if the district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

If the Issuer or the District, as the case may be, decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the Issuer or the District, as the case may be, would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the Issuer or the District, as the case may be, is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, and (5) the plan is in the best interests of creditors and is feasible. The rights and remedies of the Registered Owners would be adjusted in accordance with the confirmed plan of adjustment of the Issuer's or the District's, as the case may be, debt. The District may not be placed into bankruptcy involuntarily.

The Effect of the Financial Institutions Act of 1989 on Tax Collections of the District

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA (i) real property held by the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when

due and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

There has been no definitive determination of the validity of these provisions of FIRREA or how they are to be construed and reconciled with respect to conflicting state laws. It is also not known whether the FDIC will attempt to claim the FIRREA exemptions as to the time for contesting valuations and tax assessments made prior to and after the enactment of FIRREA. Accordingly, to the extent of FIRREA provisions are valid and applicable to any property in the District or the Improvement District, and to the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District or the Improvement District, and may prevent the collection of penalties and interest on such taxes.

Future Debt

The Issuer has the right to issue bonds pursuant to the terms of the Contracts, up to an aggregate maximum amount of $136,000,000 consisting of $112,750,000 for utility purposes and $23,250,000 for road purposes (not including refunding bonds) as set forth in the Contracts. In addition, the District may issue such tax bonds as may hereafter be approved by voters within such District. After issuance of the Bonds, $104,490,000* in Additional Bonds, consisting of $97,750,000* (not including refunding bonds) for utility purposes and $6,740,000* for road purposes will remain authorized but unissued pursuant to the Contracts. See "THE BONDS - Legal Ability of the Issuer to Issue Additional Debt" and "- Legal Ability of the District to Issue Additional Debt."

If Additional Bonds are issued by the Issuer pursuant to the Contracts or additional debt is issued by the District secured by taxes in the future and property values have not increased proportionately, such issuance may increase gross debt/property valuation ratios and thereby adversely affect the investment quality or security of the Bonds.

Competitive Nature of Dallas-Fort Worth Residential Housing Market

The housing industry in the Dallas-Fort Worth area is very competitive, and neither the Issuer nor the District can give any assurance that the current building programs will continue, and, if so, at what pace. The competitive position of the Developer in the sale of developed lots or of any other home builder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to tax revenues received by the District and the growth and maintenance of taxable values in the District. In the Dallas/Fort Worth area in the general vicinity of the District, there is currently one directly comparable master planned community in operation, and three developments in the construction or early sales phase whose focus is on residential properties. The closest comparable planned development is Lone Star Ranch in Frisco, Texas, approximately three miles north of the Castle Hills Project, consisting of approximately 6,000 acres, in which homebuilding has commenced. The next closest master planned community is an approximate 2,000 acre development called Twin Creeks in Allen, Texas, approximately five miles north of the Castle Hills Project. Other master planned communities include Stonebridge, an approximate 7,000 acre planned community project in McKinney, Texas and Lantana, an approximate 1,600 acre development north of Flower Mound.

Continuing Compliance with Certain Covenants

The Bond Ordinances and the Trust Agreements contain covenants by the Issuer intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the Issuer to comply with such covenants on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds become taxable retroactively to the date of original issuance. See "TAX EXEMPTION."

* Preliminary; subject to change.

Future and Proposed Legislation

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

2017 Legislative Special Session

The Governor of the State of Texas has called a Special Session of the Texas Legislature to commence on July 18, 2017, and to continue for a period of up to 30 days. Among the items listed in such call for consideration by the Legislature is ad valorem tax reform. No representation can be made as to whether any such legislation will be enacted or, if enacted, the effect of such legislation.

DISTRICT DEBT

General

The following tables and calculations relate to the Bonds. The District is empowered to incur debt to be paid from revenues raised by taxation against all taxable property located within the District, and various other political subdivision of government which overlap all or a portion of the District are empowered to incur debt to be paid from revenues raised or to be raised by taxation against all or a portion of the property within the District.

Bonded Indebtedness*

2016 Assessed Valuation	$ 97,906,911	(a)
2017 Preliminary Assessed Valuation	$131,426,081	(b)
Direct Debt: The Outstanding Bonds	$8,270,000	
The Utility Bonds	7,690,000*	
The Road Bonds	15,310,000*	
Total	$31,270,000	
Estimated Overlapping Debt	$2,488,702	(c)
Direct and Estimated Overlapping Debt	$33,758,702	(d)
Ratio of Direct Debt to: 2016 Assessed Valuation	31.94%	
2017 Preliminary Assessed Valuation	23.79%	
Ratio of Direct and Estimated Overlapping Debt to:		
2016 Assessed Valuation	34.48%	
2017 Preliminary Assessed Valuation	25.69%	
Utility Interest and Sinking Fund Balance	$ 0	(e)
Road Interest and Sinking Fund Balance	$ 0	(e)
Utility Debt Service Reserve Fund Balance	$716,759	(f)
Road Debt Service Reserve Fund Balance	$120,029	(f)

* Preliminary; subject to change.

2016 Tax Rate per $100 of Assessed Valuation		$ 1.00 (g)
	Contract Tax $0.8521	
	Maintenance Tax $0.1479	
Average Annual Debt Service Requirements of the Outstanding Bonds and the Bonds (2017-2037)		$2,615,115
Maximum Annual Debt Service Requirements of the Outstanding Bonds and the Bonds (2033)		$2,784,225
Tax Rate per $100 of Assessed Valuation within the District required to pay Average Annual Debt Service Requirements at 95% tax collections		
Based Upon:		
2016 Assessed Valuation		$2.82
2017 Preliminary Assessed Valuation		$2.10
Tax Rate per $100 of Assessed Valuation with the District required to pay Maximum Annual Debt Service Requirements at 95% tax collections		
Based Upon:		
2016 Assessed Valuation		$3.00
2017 Preliminary Assessed Valuation		$2.23

(a) Provided by the Denton County Appraisal District (the "Appraisal District"), this amount is the certified value of all taxable property located within the District as of January 1, 2016. This amount constitutes the District's 2016 tax roll. See "TAXING PROCEDURES" and "RISK FACTORS - Factors Affecting Taxable Values and Payments."

(b) Provided by the Appraisal District for informational purposes only, this amount is an estimate of the value of all taxable property located within the District as of January 1, 2017, and includes an estimate of values resulting from the construction of taxable improvements from January 1, 2016, through December 31, 2016. The ultimate assessed valuation of such additions to the District's tax roll resulting from development and construction activity from January 1, 2016, through December 31, 2016, may vary significantly from this estimate when the Appraisal Review Board certifies the valuation of District property for the purpose of determining the District's 2017 tax roll, which will be based on the valuation of District property as of January 1, 2017.

(c) See "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement of the District."

(d) As is described in this Limited Offering Memorandum under the caption "TAX DATA - Estimated Overlapping Taxes," the aggregate of the tax levies of all units of government which levy taxes against the property located within the District in 2016, plus the 2016 levy by the District of $1.00 per $100 of assessed valuation, is $2.6684 per $100 of Assessed Valuation. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments."

(e) Neither the Bond Ordinances, the Trust Agreements, nor Texas law requires that any particular amount be maintained in the Interest and Sinking Fund at any time.

(f) As of March 31, 2017, and includes funds in the Collection Fund to be transferred to the Interest and Sinking Fund.

(g) After issuance of the Bonds. Amounts represents an amount equal to maximum annual debt service on the Bonds contributed by the Developer (as defined herein). See "THE BONDS - Source of Payment - Debt Service Reserve Fund."

(h) The District expects to levy a tax of $1.00 per $100 of assessed valuation during the year 2017 to pay its obligations under the Contracts. As indicated herein, a tax rate of $1.00 is insufficient to pay either the Average Annual or the Maximum Annual Debt Service Requirements of the Bonds based upon the 2016 Assessed Valuation or based upon the 2017 Preliminary Assessed Valuation. In order for a $1.00 tax rate to be sufficient to pay the Average Annual Debt Service Requirement and the Maximum Annual Debt Service Requirement, assessed values in the District would have to increase to approximately $275,275,242 and $293,076,316, respectively.

Estimated Direct and Overlapping Debt Statement for the District

The following statement indicates the direct and estimated overlapping debt of the District. The table includes the estimated amount of indebtedness of governmental entities overlapping the District, defined as outstanding bonds payable from ad valorem taxes, and the estimated percentages and amounts of such indebtedness attributable to the property located within the District. This information is based upon data secured from the individual jurisdictions and/or the Texas Municipal Reports published by the Municipal Advisory Council of Texas. The calculations by which the statement was derived were made in part by comparing the reported assessed valuation of the property in the overlapping taxing jurisdictions with the Assessed Valuation of property within the District. No effect has been given to the tax burden levied by any applicable taxing jurisdiction for maintenance and operation or other purposes.

Taxing Jurisdiction	Outstanding Debt	As of	Percent	Amount
Denton County	$ 608,895,000	11/30/2016	0.07%	$ 426,085
Lewisville ISD	1,086,640,601	11/30/2016	0.19	2,064,617
Total Estimated Overlapping Debt				$2,488,702
Total Direct Debt (the Outstanding Bonds and the Bonds)				$31,270,000
Total Direct Debt and Overlapping Debt				$33,758,702
Ratio of Total Direct and Estimated Overlapping Debt to:				
2016 Assessed Valuation ($97,906,911)				34.48%
2017 Preliminary Assessed Valuation ($131,426,081)				25.69%

Under Texas law ad valorem taxes levied by each taxing authority other than the District create a lien which is on a parity with the lien in favor of the District on all taxable property within the District. In addition to the ad valorem taxes required to retire the foregoing direct and overlapping debt, the various taxing authorities mentioned above are also authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administration and/or general revenue purposes. Certain of the jurisdictions have in the past levied such taxes. The District has the power to assess, levy and collect ad valorem taxes for operation and maintenance purposes if authorized by the District's voters at an election held for such purpose. Voters within the District have authorized a maintenance tax without legal limit as to rate or amount. See "DISTRICT TAX DATA - Maintenance Tax."

Debt Service Requirements*

The following schedule sets forth the principal and interest requirements on the Bonds.

Year	Outstanding Debt Service	The Utility Bonds Principal	The Utility Bonds Interest[1]	The Road Bonds Principal	The Road Bonds Interest[1]	Less: Capitalized Interest	Total Resulting Debt Service
2017	792,550						$ 792,550
2018	790,975		$524,202		$1,043,632	($1,044,548)	1,314,261
2019	793,425	$120,000	461,400	$485,000	918,600		2,778,425
2020	794,575	125,000	454,200	515,000	889,500		2,778,275
2021	794,425	130,000	446,700	550,000	858,600		2,779,725
2022	792,975	140,000	438,900	580,000	825,600		2,777,475
2023	790,225	155,000	430,500	615,000	790,800		2,781,525
2024	791,175	160,000	421,200	650,000	753,900		2,776,275
2025	790,500	270,000	411,600	590,000	714,900		2,777,000
2026	793,200	280,000	395,400	635,000	679,500		2,783,100
2027	793,950	290,000	378,600	680,000	641,400		2,783,950
2028	792,750	305,000	361,200	720,000	600,600		2,779,550
2029	794,600	320,000	342,900	765,000	557,400		2,779,900
2030	794,175	340,000	323,700	810,000	511,500		2,779,375
2031	791,475	365,000	303,300	855,000	462,900		2,777,675
2032	791,500	385,000	281,400	910,000	411,600		2,779,500
2033	793,925	410,000	258,300	965,000	357,000		2,784,225
2034	793,425	435,000	233,700	1,020,000	299,100		2,781,225
2035		1,085,000	207,600	1,245,000	237,900		2,775,500
2036		1,155,000	142,500	1,320,000	163,200		2,780,700
2037		1,220,000	73,200	1,400,000	84,000		2,777,200
Totals	$14,269,825	$7,690,000	$6,890,502	$15,310,000	$11,801,632	($1,044,548)	$54,917,411

Average Annual Requirements (2017-2037)	$2,615,115
Maximum Annual Requirements (2033)	$2,784,225

(1) Interest estimated at an average rate of 6.00%.

* Preliminary; subject to change.

TAX PROCEDURES

AN AMOUNT NOT MORE THAN NINETY-NINE PERCENT (99%) OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, IS PAYABLE FROM CONTRACT REVENUES, WHICH ARE PAYABLE FROM THE PROCEEDS OF AN ANNUAL AD VALOREM TAX, WITHOUT LIMITATION AS TO RATE OR AMOUNT, LEVIED AGAINST ALL TAXABLE PROPERTY WITHIN THE DISTRICT. THE FOLLOWING IS A SUMMARY OF CERTAIN PROCEDURES APPLICABLE TO SUCH TAXES.

County-Wide Appraisal District

The Texas Property Tax Code (the "Property Tax Code") establishes an Appraisal District and an appraisal review board in each county of the State of Texas. The Appraisal District is governed by a board of directors elected by the governing bodies of cities, towns and schools that participate in the Appraisal District and of the county. Conservation and reclamation districts such as the District may participate, to a limited extent, in such election. The board of directors selects a chief appraiser to manage the appraisal office of the Appraisal District. All taxing units within Denton County, including the District, are included in the Appraisal District. The Appraisal District is responsible for appraising property within the District, subject to review by the county appraisal review board. The appraisal roll as approved by the county appraisal review board must be used by the District in establishing their tax rolls and tax rate. The valuation and assessment of taxable property within the District is governed by the Texas Property Tax Code.

Under current Texas law, the District is responsible for the levy and collection of its taxes and will continue to be so responsible unless the Board, or the qualified voters of the respective District or of Denton County, at an election held for such purpose determines to transfer such functions to the Appraisal District or another taxing unit.

Exempt Property

Except for certain exemptions provided by Texas law, all real property and tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District. Principal categories of exempt real property include: property owned by the State of Texas or its political subdivisions, if the property is used for public purposes; property exempt from ad valorem taxation by federal law; nonprofit cemeteries; and certain property owned by qualified charitable, religious, veterans, fraternal, or education organizations. Partially exempt to the maximum extent of $5,000 to $12,000 of assessed value, depending upon the disability rating of the veteran, is property owned by a disabled veteran or by the spouse or certain children of a deceased disabled veteran or a veteran who died while on active duty. A veteran who receives a disability rating of 100% is entitled to the exemption for the full amount of the veteran's residential homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if the residence homestead was donated by a charitable organization. The surviving spouse of a member of the armed forces who was killed in action is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt, if approved by the Board or at an election called by the Board upon petition of a least 20% of the number of the qualified voters who voted in such District's preceding election, are residence homesteads of certain persons who are disabled or at least 65 years old to the extent of $3,000 of appraised value or

such higher amount as the Board or the District's voters may approve. Each District's tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair such District's obligation to pay tax-supported debt incurred prior to adoption of the exemption by such District.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) of the appraised market value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted by June 30. To date, the District has not granted a general homestead exemption.

Freeport Goods Exemption: Freeport goods are goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas and other petroleum products, which have been acquired or brought into the state for assembling, storing, manufacturing, repair, maintenance, processing or fabricating or used to repair or maintain aircraft of a certified air carrier and shipped out the state within 175 days. Freeport goods are exempted from taxation by the District.

Goods-In-Transit: Article VIII, Section 1-n of the Texas Constitution provides for the exemption from taxation of "goods-in-transit." "Goods-in-transit" is defined by a provision of the Property Tax Code, which is effective for tax years 2008 and thereafter, as personal property acquired or imported into Texas and transported to another location in the State or outside the State within 175 days of the date the property was acquired or imported into Texas. The exemptions excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and out-board motor, heavy equipment and manufactured housing inventory. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption is tangible personal property acquired in or imported into Texas for storage purposes and which is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The Property Tax Code provision permits local governmental entities, on a local option basis, to take official action by January 1 of the year preceding a tax year, after holding a public hearing, to tax goods-in-transit during the following tax year. A taxpayer may receive only one of the freeport exemptions or the goods-in-transit exemptions for items of personal property.

Tax Abatement

The Issuer and Denton County may designate all or part of the area within the District as a reinvestment zone, and Denton County, the Issuer, and the District may thereafter enter into tax abatement agreements with owners of real property within the zone with each taxing jurisdictions' agreement affecting its own tax roll. The tax abatement agreements exempt from ad valorem taxation by the applicable taxing jurisdiction for a period of up to 10 years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. In certain instances, personal property also may be eligible for tax abatement. Currently, none of the area within the District has been designated for tax abatement.

Assessment and Levy

Generally, all taxable property in the District (other than any qualifying agricultural, open space, and timber land) must be appraised at 100% of market value as of January 1 of each tax year, subject to review and approval by the appraisal district appraisal review board. State law requires the appraised value of a residence homestead to be based solely on the property's value as a residence homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a residence homestead for a tax

year to an amount not to exceed the lesser of (1) the property's market value in the most recent tax year in which the market value was determined by the Appraisal District or (2) the sum of (a) 10% of the property's appraised value for the preceding tax year, (b) the appraised value of the property for the preceding tax year; and (c) the market value of all new improvements to the property. However, houses held for sale by a developer or builder which remain unoccupied, are not leased or rented and produce no income, are required to be assessed at the price for which they would sell as a unit to a purchaser who would continue the owner's business. The Property Tax Code requires each appraisal district to implement a plan providing for reappraisal of all real property in the appraisal district at least once every three years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis.

The chief appraiser must give written notice before the appraisal review board meeting to each owner whose property value is recommended for an increase or if the recommended value is greater than the value rendered by the property owner. The appraisal review board has the ultimate responsibility for determining the value of all taxable property within the District; however, any owner who has timely filed notice to the appraisal review board may appeal the final determination by the appraisal review board of the owner's protest by filing suit in Texas district court. Prior to such appeal, however, the owner must pay the tax due on the amount of value of the property involved that is not in dispute or the amount of tax paid in the prior year, whichever is greater, but not to exceed the amount of tax due under the order from which the appeal is taken. In the event of such suit, the value of the property is determined by the court, or a jury if requested by any party. Additionally, the District is entitled to challenge certain matters before the appraisal review board, including the level of appraisals of a certain category of property, the exclusion of property from the appraisal records, or the grant in whole or in part of a partial exemption. The District may not, however, protest a valuation of individual property.

By September 1 of each year, or as soon thereafter as possible, the rate of taxation within the District is set by the respective Board based upon the valuation of property within the District as of January 1 and the amount required to be raised for debt service, maintenance purposes and authorized contractual obligations. Under certain circumstances the Board may be required to advertise and hold a public hearing within the District on a proposed tax rate before the Board can hold a public meeting to vote on the tax rate. If the tax rate adopted exceeds by more than 8% the rate needed to pay debt service and certain contractual obligations and to produce, when applied to the property which was on the prior year's roll, the prior year's total taxes levied for purposes other than debt service and such contractual obligations, such portion of the levy in excess of 3% more than the above-described rate may be repealed at an election within the District held upon petition of 10% of the District's qualified voters.

Agricultural, Open Space, or Timberland Deferment

The Property Tax Code permits land designated for agricultural use or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its fair market value. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use designation must apply for the designation, and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. If a claimant receives the designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect "rollback" taxes based on the new use, in some cases, up to five years. A property owner may receive these special exemptions but waive such in particular taxing jurisdictions of the property owner's choice. Hence, a large landowner in a district could enjoy the benefit of the special exemptions with respect to county and school taxes without reducing his obligation to pay district property taxes. The waiver is effective for twenty-five (25) consecutive years, runs with the land and is binding on the owner who executed the waiver and any successor in interest. A governing body can revoke a waiver upon request by the property owner only upon finding that such revocation would not materially impair an obligation payable from property taxes.

As of January 1, 2017, approximately 3.88 acres of land within the District otherwise valued at $845,981 had been designated for agricultural use, open space or timberland.

District and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the District, may appeal orders of the Appraisal Review Board by filing a petition for review in district court within forty-five (45) days after notice is received that a final order has been entered. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code.

The Property Tax Code establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Rollback of Operation and Maintenance Tax Rate

The qualified voters of the District have the right to petition for a rollback of the District's operation and maintenance tax rate only if the total tax bill on the average residence homestead increases by more than eight percent (8%). If a rollback election is called and passes, the rollback tax rate is the current year's debt service and contract tax rates plus 1.08 times the previous year's operation and maintenance tax rate. However, debt service and contract tax rates cannot be changed by a rollback election.

Collection

The District is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board of Directors of the District based upon the valuation of property within the District as of the preceding January 1. Taxes are due on receipt of the tax bill and become delinquent after January 31 of the following year. The date of the delinquency may be postponed by the District if the tax bills are mailed after September 30 (if the Board has authorized discounts for early payment) or otherwise after January 10. The Board may approve a discount for early payment of taxes. Delinquent taxes are subject to 6% penalty for the first month of delinquency, 1% for each month thereafter to August 1 and 12% total if any taxes are unpaid on August 1. Delinquent taxes also accrue interest at the rate of 1% per month during the period they remain outstanding. In addition, in the instance in which a district must engage an attorney for collection of delinquent taxes, the Board may impose a further penalty not to exceed 15% on all taxes unpaid on August 1.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the person who owns the property on January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year upon the property. The District's tax lien is on a parity with the tax liens of the other jurisdictions levying taxes on property within the District. Whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. In the absence of such federal law, a district's tax lien takes priority over a lien of the United States. In the event a taxpayer fails to make timely payment of taxes due a District, the District may file suit at any time after taxes become delinquent to foreclose its lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Property owners over 65 years of age may defer the payment of property taxes, or abate a suit for their collection, levied against their homesteads. The exercise of such deferrals or abatements could significantly delay the collection of property taxes by the District. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments." Collection of delinquent taxes may also be adversely affected by the amount of taxes owed to other federal, state and local taxing jurisdictions, by the effects of market conditions on the

foreclosure sales price, by the taxpayer's right to redeem the property within two years of foreclosure, or by bankruptcy proceedings which may delay the collection of a taxpayer's debts.

ASSESSMENT PROCEDURES

AN AMOUNT AT LEAST EQUAL TO ONE PERCENT (1%) OF THE ORIGINAL PRINCIPAL AMOUNT OF THE BONDS, TOGETHER WITH INTEREST THEREON, IS PAYABLE FROM AND SECURED BY A PLEDGE OF AND LIEN ON SPECIAL ASSESSMENT REVENUES LEVIED BY THE ISSUER ON BENEFITTED PROPERTY WITHIN THE IMPROVEMENT DISTRICT. THE FOLLOWING IS A SUMMARY OF CERTAIN PROCEDURES APPLICABLE TO THE SPECIAL ASSESSMENTS.

Levy of Special Assessments

By ordinance duly adopted (the "Assessment Ordinance"), the Issuer has levied special assessments against all property (except road rights-of-way) located within the boundaries of the Improvement District (the "Special Assessments"). Pursuant to the Assessment Ordinance, the Issuer has levied the Special Assessments in the total amount of $1,360,000 on the basis of the proportion of the value borne by each tract of land (without regard to any improvements thereon) within the Improvement District to the total value of property within the Improvement District, to be payable in full, at any time, or to be payable in annual installments as set forth in the Service/Assessment Plan and the Assessment Roll. The aggregate amount of Special Assessments assessed to pay a portion (not less than 1%) of the debt service on the Bonds and any Additional Bonds, together with interest thereon, are payable in annual installments which have been established to correspond as nearly as practicable to the debt service on all Outstanding Bonds, the Bonds and any Additional Bonds. Installments of Special Assessments bear interest at a weighted average interest rate based upon the rate borne by the Bonds, subject to adjustment based upon the rate borne by any Additional Bonds. Installments are due when billed and become delinquent on the following February.

Prepayment of Special Assessments

The owner of any property assessed may voluntarily prepay all of part of any Special Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. The Assessment Ordinance requires that each Special Assessment, together with interest accrued thereon, be prepaid in full at such time as the owner of the tract subject to the Special Assessment applies for a building permit to construct a structure on such tract.

Priority of Lien

The assessment or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for state, county, city, school districts, or other political subdivision (such as the District), ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Special Assessment is paid, and may be enforced by the Issuer in the same manner as an ad valorem tax levied against real property may be enforced by the Issuer. The lien of the Special Assessment runs with the land and any installments of Special Assessments that have not yet come due are not eliminated by foreclosure of an ad valorem tax lien.

Covenant to Commence Foreclosure Proceedings

In the event of delinquency in the payment of any installment of an unpaid Special Assessment, the Issuer is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Special Assessment. In such action the real property subject to the delinquent unpaid Special Assessment may be sold at judicial foreclosure sale for the amount of such delinquent installments, plus penalties and interest.

Pursuant to the provisions of the Trust Agreements, the Issuer has covenanted to determine or cause to be determined, no later than February 1 of each year, whether or not any installment or installments of Special Assessments are delinquent and, if such delinquencies exist, the Issuer has covenanted to order and cause to be commenced, or cause the Trustee to do so on behalf of the Issuer, on or before June 1, or immediately thereafter, and thereafter diligently prosecute an action in district court to foreclose the currently delinquent lien for the amount of any delinquent installment or installments of Special Assessments. See "APPENDIX C - SUMMARY OF THE TRUST AGREEMENTS."

To the extent it may legally do so, and taking into account the prior liens on assessed land for ad valorem taxes, the Issuer covenants that property will not be sold in a judicial foreclosure for less than the amount of a currently delinquent Special Assessment installment due on the property, including delinquent penalties, interest, and attorney fees, without the consent of the owners of a majority in principal amount of the Bonds, and any Additional Bonds . Any sale of property for nonpayment of an installment or installments of a Special Assessment shall be subject to the lien established for remaining unpaid installments of the Special Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the nondelinquent installments of Special Assessments against such property as they become due and payable pursuant to the terms of the Assessment Ordinance and the Bond Ordinance.

Judicial foreclosure proceedings are not mandatory; however, the Issuer has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the Issuer of the proceeds of the foreclosure sale. It is possible that no bid would received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full.

DISTRICT TAX DATA

Contract Tax

The Board of Directors of the District is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in sufficient amount to pay amounts due to the Issuer under the Contracts, including principal of and interest on the Bonds and any Additional Bonds payable from taxes which the Issuer may hereafter issue under the Contracts. The District agrees in the Contracts to levy such a tax from year to year as described more fully above under the caption "THE BONDS - Sources of Payment." The District expects to levy such a contract tax in 2017, in an amount, together with its maintenance tax, not to exceed $1.00 per $100 of assessed valuation.

Maintenance Tax

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements and operation of the District, if such maintenance tax is authorized by a vote of the District's electorate. Pursuant to an election held in the District on November 4, 2008, voters within the District authorized the Board to levy a maintenance tax unlimited as to rate or amount. Such tax is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds and any tax supported bonds which may be issued in the future. The District expects to levy a maintenance tax in 2017 in an amount, together with its contract tax, not to exceed $1.00 per $100 of assessed valuation.

Historical Values and Tax Collection History

The following statement of tax collections sets forth in condensed form the historical assessed valuation and tax collections of the District. Such summary has been prepared for inclusion herein based upon information obtained from District records. Reference is made to such records, including the District's annual audited financial statements,

for more complete information. See "APPENDIX F - DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016"

Tax Year	Assessed Valuation	Tax Rate(a)	Adjusted Levy	% Collections Current & Prior Years(b)	Year Ending 9/30
2012	$25,580,059	0 %	$0	0 %	2013
2013	49,732,252	0	0	0	2014
2014	49,737,955	1.00	497,379.55	100	2015
2015	51,918,515	1.00	519,185.15	100	2016
2016	97,906,911	1.00	979,069.11	(c)	2017

(a) Per $100 of Assessed Valuation.
(b) Such percentages reflect cumulative total collections for each year from the time each respective annual tax was levied through March 31, 2017. The amount of tax collected for each levy on a current basis (by September 30 of the year following each respective levy) is not reflected in this statement.
(c) In process of collection.

Analysis of Tax Base

The following table illustrates the current composition of property located within the District during the past four years:

Type of Property	2016 Assessed Valuation	2015 Assessed Valuation	2014 Assessed Valuation	2013 Assessed Valuation
Land	$55,712,102	$52,685,512	$49,527,386	$49,523,746
Improvements	42,517,784	215,560	210,569	209,506
Personal Property	0	210	0	0
Exemptions and Cap	(322,975)	(982,557)	0	0
Total	$97,906,911	$51,918,725	$49,737,955	$49,732,252

Exemptions

To date, the Board has not granted any general residence homestead exemption or any exemptions for homesteads of those over sixty-five (65) years of age or disabled. It cannot be predicted what actions future boards may take regarding exemptions.

Principal Taxpayers

Based upon information supplied by the Appraisal District, the following table lists principal taxpayers within the District, type of property owned by such taxpayers, and the Valuation of such property as of January 1, 2016. The information reflects the composition of the Appraisal District's record of property ownership as of January 1, 2016. Information with respect to the composition of property ownership as of January 1, 2017, is not yet available from the Appraisal District.

Taxpayer	Type of Property	2016 Assessed Valuation	As a Percentage of 2016 Assessed Valuation
Discovery CH LLC	Media and Entertainment	$49,395,986	50.45%
BRECO Lands, CH, LLC	Real Estate	44,900,416	45.86%
SWC 121/423 LP	Commercial	2,917,449	2.98%
Texas Utilities Electric Co.	Electric Utility	661,278	0.68%
Brazos Electric Power Coop Inc.	Electric Utility	31,782	0.03%
		$97,906,911	100.00%

Tax Rate Calculations

The tax rate calculations set forth below are presented to indicate the tax rates per $100 of Assessed Valuation which would be required to meet the maximum debt service requirements on the Bonds payable from Contract Revenues from the District if no growth in the District occurs beyond the 2016 Assessed Valuation ($97,906,911) or the 2017 Preliminary Assessed Valuation ($131,426,081). The calculations also assume collection of 95% of taxes levied, the sale of no Additional Bonds by the Issuer other than the Bonds, and no use of funds on hand. Debt service requirements have been calculated based upon the rate borne by the Bonds.

Average Annual Debt Service Requirements $2,615,115
Tax Rate of $2.82 on the 2016 Assessed Valuation produces $2,622,926
Tax Rate of $2.10 on the 2017 Preliminary Assessed Valuation produces $2,621,950

Maximum Annual Debt Service Requirements $2,784,225
Tax Rate of $3.00 on the 2016 Assessed Valuation produces $2,790,347
Tax Rate of $2.23 on the 2017 Preliminary Assessed Valuation produces $2,784,262

As the above indicates, a tax rate of $1.00 per $100 of Assessed Valuation will be insufficient to pay the District's share of either Average Annual or Maximum Debt Service Requirements on the Bonds unless taxable values in the District increase beyond the 2016 Assessed Valuation. Assessed values within the District would have to increase to approximately $275,275,242 and $293,076,316, respectively, in order for a tax rate of $1.00 to be sufficient to pay the District's share of Average Annual Debt Service Requirements and Maximum Annual Debt Service Requirements on the Bonds. Any such increase in taxable values depends on the continuing construction and/or sale of residential and commercial projects and other taxable improvements within the District. See "TAX PROCEDURES" and "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments."

Estimated Overlapping Taxes

Property located within the District is subject to taxation by several taxing authorities in addition to the District. Set forth below is a compilation of all 2016 taxes levied upon property located within the District, together with the tax rate for the District expected to be levied for 2017. Under Texas law, ad valorem taxes levied by each taxing authority other than the District entitled to levy taxes against property located within the District create a lien which is on a parity with the tax lien of the District. In addition to the ad valorem taxes required to make the debt service payments on bonded debt of the District and of such other jurisdictions (see "DISTRICT DEBT - Estimated Direct and Overlapping Debt Statement"), certain taxing jurisdictions are authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Taxing Jurisdictions	2016 Tax Rate Per $100 of Assessed Valuation
Lewisville Independent School District	$1.4200
Denton County	0.2484
The District	1.0000
Estimated Total Tax Rate	$2.6684

THE ISSUER

The City of Lewisville, Texas (the "Issuer") is a home rule city under the Constitution and laws of the State of Texas. The City, incorporated in 1925, is located in the southeastern portion of Denton County on Interstate Highway 35-E, 20 miles north of Dallas, 34 miles northeast of Fort Worth, 15 miles southeast of Denton and 8 miles north of Dallas-Fort Worth International Airport.

The individuals involved in the administration of the City as are follows:

Elected Officials

City Council	Length of Service	Term Expires	Occupation
Rudy Durham, Mayor	22 years	May, 2018	Chief Appraiser, Denton Central Appraisal District
Brent Daniels, Mayor Pro-Tem	1 year	May, 2018	Owner and Manager, Bahama Buck's
Brandon Jones, Deputy Mayor Pro-Tem	1year	May, 2018	Senior Internal Auditor, Dallas ISD
R. Neil Ferguson, Councilman	5 years	May, 2018	Technology Consultant
T.J. Gilmore, Councilman	5 years	May, 2019	Public Sector Sales Manager. Waste Management
Bob Troyer	newly elected	May, 2019	Director of Customer Projects, Autosig Systems

Selected Administrative Staff

Name	Position	Length of Service with City
Donna Barron	City Manager	26 years
Brenda Martin	Director of Finance	10 years
Julie Heinze	City Secretary	16 years
Lizbeth Plaster	City Attorney	11 years

THE DISTRICT

Authority

The District was originally part of a district (the "Original District") created as a fresh water supply district by the Commissioners Court of Denton County pursuant to Chapter 53, Texas Water Code and Article XVI, Section 59 of the Texas Constitution. The creation of the Original District was confirmed at an election held within the District on January 17, 1983, by a vote of 10 "For" to 0 "Against." On December 21, 1993, the Original District was converted

to a water control and improvement district by actions of its Board of Directors, retaining certain powers under Chapter 53 of the Texas Water Code and operating under the provisions of Chapters 49 and 51, Texas Water Code. On May 6, 1995, pursuant to an election held within the Original District, the Original District was subdivided into Denton County Fresh Water Supply District No. 1-A ("District No. 1-A") and Denton County Fresh Water Supply District No. 1-B (the "District No. 1-B") by a vote of 5 "For" to 0 "Against". Thereafter, on August 9, 1997, the voters within District No. 1-A approved the subdivision of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-C ("District No. 1-C") and on May 1, 1999, the voters within District No. 1-C approved the division of District No. 1-C into District No 1-C and District No. 1-D. In addition, on May 1, 1999, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-E ("District No. 1-E"). Thereafter, on November 5, 2002, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and Denton County Fresh Water Supply District No. 1-F. In addition, on May 3, 2003, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and the District and on May 10, 2008, voters within District No. 1-A approved the further division of District No. 1-A into District No. 1-A and District No. 1-G. District No. 1-A, District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District 1-F, District No. 1-G and the District, are referred to collectively herein as the "Districts." The rights, powers, privileges, authority, and functions of the District are established by the general laws of the State of Texas pertaining to water control and improvement districts, particularly Chapters 49 and 51, Texas Water Code, as amended. Pursuant to an election passed by a vote of 7 "For" and 0 "Against" on August 8, 1987, the Original District was authorized to exercise sanitary sewer powers and to assume the privileges and functions of a road district under Article III, Section 52 of the Texas Constitution. The principal functions of the District are to finance, construct, own, and operate waterworks, wastewater, drainage facilities, streets and roads and to provide such facilities and services to the customers of the District. If approved by the voters within the District, the TCEQ, and other governmental entities having jurisdiction, the District may establish, operate, and maintain a fire department, independently or with one or more other conservation and reclamation districts, and provide such facilities and services to the customers of the District. The District is subject to the continuing supervision of the TCEQ in certain matters.

Description

As a consequence of the subdivision of the Original District and subsequent additions and exclusions of land, District No. 1-A now contains approximately 1.659 acres and the District contains approximately 386.44 acres. The remainder of the land comprising the Castle Hills Project lies within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, and District No. 1-G. The District is located approximately 25 miles from the central business district of Dallas, Texas in the southeastern portion of Denton County, Texas. The District lies entirely within the extraterritorial jurisdiction of the City of Lewisville. The District is located approximately 11 miles northeast of Dallas/Fort Worth International Airport. Highway 544 is located less than 1/4 mile to the north of the District, Josey Lane is located approximately 1/4 mile to the east of the District, and Hebron Parkway is located approximately 1/4 mile to the south of the District. The District is approximately 5 miles from Lake Lewisville, a 23,280 acre recreational lake adjacent to a 720 acre state park. In addition, the District is approximately two miles from the border of Legacy Business Park, which includes the corporate headquarters of J.C. Penney, Frito-Lay, Dr. Pepper, Beal Bank and other large corporate office complexes. The District lies within the Lewisville Independent School District. See "APPENDIX A - AERIAL PHOTOGRAPH."

Management of the District

The District is governed by the Board, consisting of five directors. The Board has control over and management supervision of all affairs of the respective District. Directors serve four-year staggered terms, and elections are held within the respective District on the first Saturday in May in even-numbered years. The current members and officers of the Board, along with their respective terms of office, are listed below. Director Taylor resides in the District. All other Directors own property located in the District subject to separate notes and deeds of trust in favor of the Developer.

Name	Title	Term Expires
Ralph Hunter	President	May, 2020
Patti Brown	Vice President	May, 2018
Corwin Snow	Secretary	May, 2020
Michael Clark	Treasurer/Assistant Secretary	May, 2018
John Lessner	Assistant Secretary	May, 2020

The District does not have a general manager or any other employee, but has contracted, or expects to contract, for services as follows:

Tax Assessor/Collector - Land and improvements within the District are appraised for ad valorem taxation purposes by the Denton County Appraisal District. The District contracts with the Denton County Tax Assessor-Collector to perform tax collection services for the District.

Bookkeeper - The District has contracted with District No. 1-A for bookkeeping services. District No. 1-A also provides such services for District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, and District No. 1-G.

Auditor - The District's financial statements for the fiscal year ended September 30, 2016, were audited by McCall Gibson Swedlund & Barfoot PLLC, Certified Public Accountants. See APPENDIX F for a copy of the District's September 30, 2016 audited financial statements.

Operations Manager - The District has contracted with District No. 1-A to manage and operate its facilities and bill and collect for the District’s services. District No. 1-A currently employs approximately 30 persons, including 8 licensed operators, to carry out its functions.

Consulting Engineers - The District has employed the firm of LandDesign, Inc. Dallas, Texas as Consulting Engineer (the "Engineer") in connection with the design of the System.

Legal Counsel - The District has engaged Winstead PC, Dallas, Texas, as general counsel and as Bond Counsel in connection with the issuance of the Bonds. Such firm also acts as general counsel and Bond Counsel for District No. 1-A, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-F, and District No. 1-G. Payment to Bond Counsel by the Issuer of legal fees for services rendered in connection with the issuance of the Bonds is based upon a percentage of the Bonds actually issued and sold and therefore such fees are contingent on the issuance, sale and delivery of the Bonds. See "LEGAL MATTERS."

A pension plan has not been established by the District. The District has funded payroll costs to District No. 1-A. District No. 1-A handles pension provisions for its employees.

THE IMPROVEMENT DISTRICT

The Issuer has created and authorized the Improvement District in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Improvement District Act"). This statute authorizes municipalities to create public improvement districts within the boundaries or the extraterritorial jurisdiction of the municipality, and to levy assessments within the public improvement district to pay for certain improvements.

After receiving a petition signed by the requisite number of landowners, requesting the creation of a public improvement district, the Issuer published a notice as required by Chapter 372 of the Local Government Code and on May 6, 2013, after a hearing, adopted a resolution creating the Improvement District over the 386.44 acres

contained within the District. On August 18, 2014, after published notice and a public hearing, the Issuer also adopted an ordinance approving the Assessment/Service Plan (the "Assessment/Service Plan").

The land within the Improvement District is located within the District. The Improvement District is not a political subdivision of the State of Texas and is governed by the governing body of the Issuer.

Authorized Public Improvements

The Issuer may undertake improvement projects and/or services that confer a special benefit on property located within the Improvement District as provided by the Improvement District Act. The Issuer may levy and collect Special Assessments on property in the Improvement District, payable in periodic installments based on the benefit conferred by the Improvement Project to pay all or part of it cost of improvement projects or services.

A public improvement project may include:

(1) landscaping; the erection of fountains, distinctive lighting and signs; the acquiring, constructing, improving, widening, narrowing, closing or rerouting of sidewalks or of streets, any other roadways or their rights-of-way; acquisition, construction or improvement of water, wastewater or drainage facilities or improvements; acquisition, construction or improvement of libraries; the construction or improvement of pedestrian malls, the establishment or improvement of parks; the acquisition and installation of pieces of art; the acquisition, construction or improvement of off-street parking facilities; and the acquisition, construction improvement or rerouting of mass transportation facilities.

(2) other improvements similar to those described in (1) above;

(3) the acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(4) special supplemental services for improvement and promotion of the District, including advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancements;

(5) payment of expenses incurred in the establishment, administration and operation of the District; and

(6) development, rehabilitation, or expansion of affordable housing.

Assessment/Service Plan

Pursuant to the Improvement District Act, the Assessment/Service Plan has been approved by the Issuer, setting forth a plan for services and activities to be provided in the Improvement District, and setting forth the plan for apportioning the cost of the improvements to be assessed against properties in the Improvement District and for payment of the assessments against exempt municipal property in the Improvement District. The improvements contemplated by the Assessment/Service Plan include:

1. Acquisition or construction of a water distribution system which benefits the Improvement District, connecting to the Upper Trinity Regional Water District's water supply system.

2. Acquisition or construction of a wastewater collection system which benefits the Improvement District, connecting to the Issuer’s sanitary sewer collection and treatment system.

3. Acquisition or construction of a stormwater drainage system which benefits the Improvement District.

4. Acquisition or construction of streets or roadways and improvements thereto to provide access to and through all property within the Improvement District.

Under the Improvement District Act, the cost of the improvements may be assessed equally per square foot against all property within the Improvement District, or it may be assessed against property according to the value of the property as determined by the Issuer, with or without regard to structures or other improvements on the property, or it may be assessed on the basis of any other reasonable assessment plant that results in imposing equal shares of the cost on property similarly benefitted. The Issuer has elected to levy an assessment rate based on the valuation method, the proportion of value borne by each tract of land (without regard to any improvements thereon) within the Improvement District to the total value of property in the Improvement District.

The Assessment/Service Plan is updated annually pursuant to Chapter 372, Texas Local Government Code.

Preparing Assessment Roll and Notices

The Issuer has caused the Special Assessments against each parcel of land (except road rights-of-way) within the Improvement District to be determined in accordance with the provisions of the Assessment/Service Plan. The Issuer has also adopted an Assessment Roll. The Issuer has prepared an updated Assessment Roll in connection with the issuance of the Bonds. The update projects the annual indebtedness of the Improvement District and the current lien on property within the Improvement District. The Assessment Roll and all subsequent updates to the Assessment Roll have been filed with the City Secretary and are available for public inspection.

Assessments, Hearing, Levy and Payment

After published notice and public hearing, on August 18, 2014, the Issuer adopted an ordinance (the "Assessment Ordinance") levying the assessments as Special Assessments on the property and specifying the method of payment of the Special Assessments and providing that they be payable in periodic installments and shall continue for the number of years required to retire indebtedness or until the Special Assessments are prepaid in full, whichever occurs first.

Supplemental Assessments

After notice and hearing in the manner required for original assessments or as authorized by Section 372.020 of the Improvement District Act, the Issuer may make supplemental assessments to correct omissions or mistakes in the assessment relating to the total cost of the Authorized Improvements and/or services.

Ownership of Authorized Improvements

In accordance with the Improvement District Act, the Issuer has acquired and constructed, and will acquire the Authorized Improvements. All such Authorized Improvements, including the land and the facilities and infrastructure thereon, have been acquired and constructed and shall be acquired pursuant to the provisions of the Contracts. The Authorized Improvements will become facilities owned by the Issuer and will constitute a portion of the Issuer's infrastructure improvements.

Maintenance of Authorized Improvements

The Issuer will provide for the ongoing maintenance and repair of the Authorized Improvements constructed and conveyed, as outlined in the Assessment/Service Plan, from the date of receipt and acceptance of title to the Authorized Improvements. The cost of such maintenance and repair is required to be paid by the District pursuant to the Contracts.

DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT

Development of the District

Land within the District is expected to be developed for commercial mixed-use projects, single-family projects and multi-family projects. Proceeds of the Bonds will be used to pay the costs of acquiring and constructing certain water, sewer, and drainage facilities (the "Utility System") and certain streets and roads (the "Road System") (the Utility System and the Road System, collectively, the "System") to serve 423 multi-family units on approximately 21 acres with an additional 312 multi-family units to be constructed on 8 acres, a 515,000 square foot mixed-use project to be constructed on approximately 10 acres, and 292 single-family lots to be developed on 71 acres. After such construction, there will remain approximately 190 undeveloped but developable acres within the District. It is expected that approximately 140 acres of such undeveloped acres will be developed as multi-family, 50 acres will be developed for mixed-use projects, and an additional 5 acres will remain owned by Kroger Marketplace but developable in the future. The Developer is under no obligation to complete construction of the System if proceeds of the Bonds are insufficient for such purpose. See "RISK FACTORS – Construction Risks and Facilities Costs" and "THE SYSTEM – Status of Construction." Approximately 81 acres within the District are located within the easements, roads, parking, and power transmission and are not considered developable.

Community Facilities

Community facilities available to the District and its general geographic area are set forth below:

Churches: There are no churches in the District, however, churches of most denominations are located in the immediate vicinity of the District.

Fire and Police Protection and Emergency Medical Services: Fire and police protection and emergency medical services are provided by the City and a City fire station is located within the Castle Hills Project.

Medical Facilities: Baylor Medical Center is located approximately one mile from the District in the City of Carrollton.

Other Utilities: Electric and gas service are being provided by COSERV and its subsidiaries and telephone and cable service are provided by Grande Communications and Verizon.

Schools: Residents of the District attend Lewisville Independent School District which currently has three elementary schools located in or near the District. A middle school is located contiguous to the western boundary of the Castle Hills Project. Lewisville Independent School District has acquired an additional middle school site approximately 1/4 mile from the District. Hebron High School is approximately 2 miles northeast of the District.

Shopping Facilities: Five grocery stores and several convenience centers are located within a½ mile radius of the District. Lewisville Towne Crossing, 343,000 square feet of retail development, is located within

District 1-F and Vista Ridge Mall, a regional shopping mall, is approximately 4 miles west of the District. In addition, The Shops at Willow Bend, a new regional mall, is located approximately 4 miles east of the District. Stonebriar Mall, a regional mall, is located approximately 5 1/2 miles northeast of the District. Located in District No. 1-D, Castle Hills Village Shops and Plaza Center consists of 65,000 sq. ft. of retail space (75% leased) and approximately 64,000 sq. ft. of office space (90% leased). Four phases of the Castle Hills Village Shops and Plaza Center are complete with one more planned at this location.

Future Development

After the construction of the portions of the Utility System and the Road System to be constructed with proceeds of the Bonds, there remains approximately 190 undeveloped but developable acreage within the District. It is expected that such acreage will be developed into commercial mixed use projects and multi-family projects. The instigation of construction of new taxable improvements will be dependent on several factors including, to a great extent, the general demand for housing and commercial projects in the Dallas/Fort Worth metropolitan area as well as the vicinity of the District and other economic conditions which would affect the Developer's or any other party's ability to sell lots and/or other property and of any home builder to sell completed homes or any commercial developer to construct above-ground improvements. See "RISK FACTORS."

THE CASTLE HILLS PROJECT

Description

The Districts are part of the master planned community known as Castle Hills (the "Castle Hills Project"). Castle Hills Project is a development of Bright Realty (hereinafter defined). See "THE DEVELOPER" below. Castle Hills Project consists of approximately 2,400 acres of land, approximately 386.44 acres of which are located within the District, approximately 1.659 acres which are located within the boundaries of District No. 1-A, 309.2 acres of which are located within District No. 1-B, 261.4 acres of which are located within District No. 1-C, approximately 490.69 acres of which are located within District No. 1-D, approximately 259.46 acres of which are located within the boundaries of District No. 1-E, approximately 259.46 acres are located within the boundaries of District No. 1-F, and 307.074 acres of which are located within District No. 1-G. According to the Developer, the ultimate land use within the Castle Hills Project is currently projected as follows: approximately 1,526 acres will be subdivided into approximately 4,300 single family lots, approximately 455 acres will be used for the development of commercial mixed-use projects, approximately 207 acres will be developed as multi-family communities, and approximately 212 acres have been developed as an 18 hole golf course and country club known as The Lakes at Castle Hills. Swimming and tennis facilities, drainage, easements, streets rights-of-way, utility easements, open space, lakes, parks and greenbelts are included in the single-family acreage.

Status of Development

As of March 31, 2017, a total of 3,940 lots on approximately 1,260 acres had been developed within the Castle Hills Project, with 72 lots under development on approximately 12 acres. 3,466 homes were occupied, and 106 homes were under construction or permitted for construction. Also completed are 210 acres of commercial development, 212 acres for the 18-hole golf course and country club (The Lakes at Castle Hills), with swimming and tennis facilities and 67 acres of multifamily development. Approximately 10 acres for commercial development, 8 acres for multi-family development, and 71 acres for single-family development are to be constructed on, while approximately 235 acres are available for commercial development and 140 acres are available for multifamily development. All of the current development within the Castle Hills Project has occurred within District No. 1-B, District No. 1-C, District No. 1-D, District No. 1-E, District No. 1-G, and the District.

Funding for the improvements located within the District will be through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 6, funding for the improvements located within District No. 1-B has been through the issuance of bonds by Castle Hills Public Improvement District, funding for the improvements located

within District No. 1-C will be funded through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 7, funding the improvements within District No. 1-D has been through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 2, funding for the improvements with District No. 1-E has been through the issuance of bonds by Lewisville Castle Hills Public Improvement District No.3, funding for the improvements within District No. 1-F will be through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 4, and funding for the improvements with District No.1-G is expected to be through the issuance of bonds by Lewisville Castle Hills Public Improvement District No. 5.

The Lakes at Castle Hills now operates as a private club facility, the ownership of which is retained in an entity related to the Developer. The Lakes at Castle Hills consists of an 18 hole championship golf course designed by Jay Morrish, along with an approximately 25,000 square foot clubhouse resort style pool, tennis facilities with a tennis pro shop, among other amenities.

Major roadways in or adjacent to the Castle Hills Project which have been completed are: (i) S.H. 121 Sam Rayburn Toll Road; (ii) FM 2281 (Old Denton Road); and (iii) extension of FM 423 (Josey Lane).

A District's tax is levied only on property located within such District, therefore, the investment, security and quality of the Bonds is dependent on the successful development of property within each District, and the payment and collection of taxes levied thereon. Neither the faith and credit nor the taxing power of any of the balance of the Castle Hills Project is pledged to the payment of any obligations of any District or the Issuer, including the Bonds. See "RISK FACTORS.

THE DEVELOPER

Role of the Developer

In general, the activities of a developer in a development such as the District include purchasing the land within the Districts, designing the subdivision, designing the utilities and streets to be emplaced in the subdivision, designing any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as gas, telephone, and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities in development of the property within a development may have a profound effect on the security of the combination unlimited tax and revenue bonds issued by a development. A developer is generally under no obligation to a district to develop the property which its owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major taxpayer within a development during the development phase of the property.

The Developer in the District

The developer of land within the Castle Hills Project and within the District is Bright Realty, LLC (together with certain predecessors and subsidiaries, collectively, "Bright Realty"), which is owned by certain members of the family of the late H.R. ("Bum") Bright and trusts for the benefit of such family members. Bright Realty is acquiring land in the District from a related company, BRECO Lands CH, LLC ("BRECO Lands") as dictated by development needs. Bright Realty and BRECO Lands are collectively referred to as the "Developer."

In addition to being former owners of the Dallas Cowboys football team, the Bright family has been active in real estate, oil & gas, banking, trucking and other areas of business both as an investor and a principal acting as owner/manager of operations.

Beginning in the early 1960's, entities owned by the Bright family built and acquired apartments, developed numerous mixed use subdivisions and built and operated a nursing home. Bright Realty and its predecessors substantially expanded its activities into office buildings and land development projects. A major component of its activities became fee management of distressed properties. Managing its own apartment properties was expanded into managing problems properties for various lending institutions, through Bright Realty's wholly owned subsidiary, Bright Management. At its height, Bright Management was managing real estate properties valued at over $500 million. The types of properties managed ranged from small retail pad sites to apartment complexes, twenty-five office buildings, numerous retail, warehouse and miscellaneous commercial buildings.

Bright Realty and its predecessors has been involved in land acquisition and real estate development for over 40 years. They have been involved as developer, builder and lender in numerous projects during that period of time. These projects have included:

Mixed Use Developments:

500 acre mixed use development in Arlington, Texas
250 acre mixed use development in DeSoto, Texas
200 acre mixed use development in Arlington, Texas

Apartment Complexes:

204 unit apartment complex in Arlington, Texas
300 unit apartment complex in Plano, Texas in Joint Venture with Seafield Capital
130 unit apartment complex in Fort Worth, Texas

Commercial Office Buildings:

143,000 s.f. office building in Dallas, Texas
160,000 s.f. office building in Dallas, Texas
50,000 s.f. office building in Dallas, Texas

Other Developments:

100 unit townhouse project in Plano, Texas with Seafield Capital
60 unit nursing home in Dallas, Texas
50,000 s.f. mixed use development in Lewisville, Texas

Prior to the commencement of the Castle Hills Project, the Developer had no prior experience in the development of single-family subdivisions. The Issuer cautions that the prior development experience described above was, in some instances, undertaken during market conditions which existed in the past and in different geographical locations than the Issuer. Consequently, the prior land development experience of the Developer is no assurance that the development program in the Issuer will be successful.

Developer Principals

Chris Bright (64), Partner. Chris Bright oversees Bright Realty and its parent company Bright Industries. Dallas based Bright Industries includes real estate development (Castle Hills), home building operations (American Legend Homes, Belclaire Homes, Avanti Custom Homes), real estate marketing (Bright Marketing, LLC), hospitality, club and golf operations (The Lakes at Castle Hills) and corporate hospitality (TresMil, LLC). Mr. Bright is a Dallas native who was born and raised in Highland Park. He holds a B.A. from the University of Dallas. He began his career with STM Mortgage Company, where he supervised STM's real estate construction lending operations as well as its commercial loan placement and underwriting. He was served as Vice President of operations for Bright Management.

Mr. Bright is active in several Dallas charitable and civic organizations and serves on the board of directors for the University of Dallas, A Weekend to Wipe Out Cancer, Big Brothers Big Sisters of North Texas and the McKinney Avenue Trolley Association. He also serves on the boards of Bright Industries, Bright Realty, Bright & Co. Marketing and American Legend Homes.

Clay Bright (62), Partner. Clay Bright is a member of in Bright Realty's Board of Managers, he also oversees Bright Industries. As president of Bright Industries, Mr. Bright oversees real estate investing, commercial banking, mortgage banking, insurance and home building, and farming and ranching operations, with a focus on operational structure, asset and cash management, strategic planning, tax optimization, safety and soundness. Mr. Bright holds a B.S. in Industrial Distribution from Texas A&M University. He serves on the board of directors for Bright Industries and American Legend Homes. He is involved in local charitable organizations and serves on the board of directors for the Easterwood Foundation and previously on the Association of Former Students of Texas A&M University. He has also been actively involved in Boy Scouts of America.

Financing

A portion of the land within the District is a portion of the collateral for a third-party loan obtained by the Developer in connection with a change in ownership of the Developer in 2007. Such loan is now with Frontier State Bank and is scheduled to mature on July 31, 2019. As of March 31, 2017, such loan had a principal balance due of $16,170,000. The Developer is in the process of arranging third-party development financing for the first phase of development within the District.

Certain financial information with respect to Bright Realty is included in Exhibit G hereto. Bright Realty is not responsible for, liable for, and has not made any commitment for payment of the Bonds or other obligations of the District or the Issuer. Bright Realty has no legal commitment to the District, the Issuer, or owners of the Bonds to continue development of land within the District and may sell or otherwise dispose of its property within the District, or any other assets, at any time. Further, Bright Realty's financial condition is subject to change at any time.

THE SYSTEM

Regulation

According to the District's Engineer, water supply and distribution, wastewater collection, and storm drainage facilities (collectively, the "System") to serve the Castle Hills Project is and will be designed in accordance with accepted engineering practices and the current requirements of various agencies having regulatory or supervisory jurisdiction over the construction and operation of such facilities. The construction of the System is required to be accomplished in accordance with the standards and specifications of such entities and are subject to inspection by each such entity. Operation of the System must be accomplished in accordance with the standards and requirements of such entities. TCEQ exercises continuing supervisory authority over the District. Collection and transmission of the sewage to the City of Lewisville, Texas (the "City") plant and subsequent treatment and discharge is all subject to the regulatory authority of TCEQ and the U.S. Environmental Protection Agency. Construction of drainage facilities is subject to regulation by Denton County and, in some instances, the TCEQ. Denton County, the TCEQ, and the City also exercise certain regulatory jurisdiction over the System. The regulations and requirements of entities exercising regulatory jurisdiction over the System are subject to further development and revision which, in turn, could require additional expenditures in order to achieve compliance. In particular, additional or revised requirements in connection with any permit wastewater collection and transmission system beyond the criteria existing at the time of construction of the system could result in the need to construct additional facilities in the future. The following descriptions are based upon information supplied by the Districts' Engineer.

Water and Sanitary Sewer System

Water Supply Facilities: There are multiple sources of water to serve the District. It is served by the Upper Trinity Regional Water District which delivers to a site immediately south of FM 544, in the vicinity of the Texas Utility transmission lines, treated water at an average daily rate in excess of 14,000,000 gallons per day upon build out and a presently contracted amount of 2,700,000 gallons per day. In addition, the City of Lewisville provides water to serve the District, at an average daily rate of 4,500,000 gallons per day upon build out and a presently contracted amount of 300,000 gallons per day. The System currently has a pumping capacity of 8,000 gallons per minute, with current ground storage of 500,000 gallons, and with elevated storage of 1,500,000 gallons. This system will be adequate for the current and future service to approximately 3,500 single family equivalent connections. In addition to the foregoing, District No. 1-A has an emergency water interconnect with the City of Lewisville and Dallas Water Utilities.

Wastewater Treatment Facilities: Wastewater treatment is provided by the City. A wastewater treatment agreement has been reached among District No. 1-A, District No. 1-B, the Developer and the City by which the City agrees to provide sewage treatment capacity to District No. 1-B and District No. 1-A up to a maximum average of 10,500,000 g.p.d., or approximately 52,500 single-family equivalent connections. In turn, District No. 1-A and District No. 1-B make sewage treatment capacity available to the District out of such capacity.

Drainage Facilities

Drainage facilities to serve the developed areas within the District and a portion of the remaining developable acreage have been designed to outfall into Indian Creek, which traverses the Castle Hills Project and outfalls into the Elm Fork of the Trinity River approximately two miles from the District.

100-Year Flood Plain

According to the Engineer, the Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Map effective April 18, 2011, which covers land located within the District, indicates that approximately no land in the District is within the 100-year floodplain designation.

PURCHASE OF THE BONDS

Raymond James & Associates, Inc., as Placement Agent (the "Placement Agent") has agreed to use its best efforts to place the Bonds with purchasers who are both (i) "Qualified Institutional Buyers" within the meaning of Rule 144A of the United States Securities and Exchange Commission (the "SEC") and (ii) "Institutional Investors" within the meaning of applicable state securities laws (collectively, the "Purchasers") pursuant to a Bond Placement Agreement (the "Bond Placement Agreement") with the Issuer at a price equal to the principal amount thereof. See "PLAN OF FINANCING – Sources and Uses of Funds." The Bond Placement Agreement provides, among other things, that the Purchaser's obligation to make such purchase is subject to the terms and conditions of the Bond Placement Agreement, including approval of certain legal matters by counsel to the Purchaser. For its services as Placement Agent, the Placement Agent is to receive a fee of $460,000.00, payable from proceeds of the Bonds.

The Placement Agent has provided the following sentence for inclusion in this Official Statement. The Placement Agent has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Placement Agent does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

Legal Opinions

The Issuer will furnish the Purchaser a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Bonds are valid and binding obligations of the Issuer. The Issuer will also furnish the legal opinion of Winstead PC, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the Issuer under the Constitution and laws of the State of Texas. The legal opinion of Bond Counsel will further state that the Bonds, together with interest thereon, are payable from and secured by a pledge of and lien on (i) the Special Assessment Revenues and (ii) the Contract Revenues to be paid by the District pursuant to the Contracts from the levy of ad valorem taxes, without legal limitation as to rate or amount, upon all taxable property located within the District. Bond Counsel's opinion will also address the matters described below under the caption "TAX EXEMPTION." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX E." Bond Counsel's fees for services rendered with respect to the sale of the Bonds are contingent upon the issuance and delivery of the Bonds. Bond Counsel acts as counsel for the District on matters other than the issuance of Bonds.

In its capacity as Bond Counsel, Winstead PC, has reviewed the information appearing in this Limited Offering Memorandum under the captions "THE BONDS," "THE ISSUER," "THE DISTRICT," "THE IMPROVEMENT DISTRICT,""TAX PROCEDURES," "ASSESSMENT PROCEDURES," "LEGAL MATTERS," "TAX EXEMPTION," "CONTINUING DISCLOSURE OF INFORMATION," "APPENDIX B - DEFINITIONS," "APPENDIX C - SUMMARY OF TRUST AGREEMENTS" "APPENDIX D - SUMMARY OF THE CONTRACTS," and "APPENDIX E - FORM OF BOND COUNSEL OPINION" solely to determine whether such information fairly summarizes the procedures, law and documents referred to therein. Bond Counsel has not, however, independently verified any of the other factual information contained in this Limited Offering Memorandum, nor has Bond Counsel conducted an investigation of the affairs of the Issuer or the District for the purpose of passing upon the accuracy or completeness of the information contained in this Limited Offering Memorandum. Certain legal matters will be passed upon for the Placement Agent by its counsel, McCall, Parkhurst & Horton L.L.P., Dallas, Texas.

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

No Arbitrage

The Issuer will certify on the date the Bonds are delivered and paid for that based upon all facts and estimates now known or reasonably expected to be in existence, the Issuer reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986 (the "Code") and the regulations prescribed from time to time thereunder. Furthermore, all officers, employees and agents of the Issuer have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Issuer as of the date the Bonds are delivered and paid for. In particular, all or any officers of the Issuer have been authorized to certify to the facts, circumstances and reasonable expectations of the Issuer on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the Issuer will covenant in the Bond Ordinances that it will make such use of the proceeds of the Bonds, regulate investments of proceeds of the Bonds and take such other and further actions and follow such procedures, including without limitation, calculation of the yield on the Bonds, as may be required so that the Bonds will not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

No-Litigation Certificate

The Issuer and the District will furnish to the Purchaser a certificate, dated as of the date of delivery of the Bonds, executed by both their authorized officers, to the effect that no litigation of any nature has been filed or is then pending or threatened, of which either has notice, either in state or federal courts, contesting or attacking the Bonds; to restrain or enjoin the issuance, execution or delivery of the Bonds; which would affect the provisions made for the payment of or security for the Bonds; which would in any manner question the authority or proceedings for the issuance, execution, or delivery of the Bonds; or which would affect the validity of the Bonds.

No Material Adverse Change

The agreement of the Purchaser to purchase the Bonds pursuant to the Bond Placement Agreement, and the obligation of the Issuer to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the Issuer or the District from that set forth or contemplated in the Preliminary Limited Offering Memorandum, as it may have been supplemented or amended, through the date of sale of the Bonds.

TAX EXEMPTION

In the opinion of Winstead PC, Bond Counsel, under existing statutes, regulations, published rulings and court decisions, interest on the Bonds is excludable from the gross income of the Registered Owners of the Bonds for federal income tax purposes. In expressing its opinion that interest on the Bonds is excludable from gross income of the Registered Owners of the Bonds, Bond Counsel will rely on the Issuer's no-arbitrage certificate, and will assume compliance by the Issuer with certain covenants of the Issuer and the District relating to the use of the facilities financed with the proceeds of the Bonds and the use and investment of the proceeds of the Bonds and other funds of the Issuer. Failure of the Issuer or the District to comply with these covenants may cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The law upon which Bond Counsel has based its opinion is subject to change by the Congress, administrative interpretation by the Department of Treasury and to subsequent judicial interpretation. There can be no assurance that such law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of ownership of the Bonds.

Interest on the Bonds for federal income tax purposes (i) will be excludable from gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date hereof, of the owners thereof pursuant to section 103 of such Code, existing regulations, published rulings, and court decisions thereunder, and (ii) will not be included in computing the alternative minimum taxable income of individuals or, except as hereinafter described, corporations. Interest on the Bonds owned by a corporation will be included in such corporation's adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporations, other than an S corporation, a qualified mutual fund, a real estate mortgage investment conduit, a real estate investment trust, or a financial asset securitization investment trust (FASIT). A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by Section 55 of the Code will be compute.

Except as stated above with respect to the exclusion of the interest on the Bonds from gross income, Bond Counsel expresses no opinion as to any federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Bonds.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, property and casualty insurance companies,

individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers failing within any of these categories should consult their own tax advisors as to the applicability of these consequences.

A copy of the opinion of Bond Counsel is attached hereto as APPENDIX E.

Tax Accounting Treatment of Original Issue Discount Bonds

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under existing law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the Issuer's and the District's records, the District's Engineer, District No. 1-A, the Developer, the Denton County Appraisal District and other sources believed to be reliable; however, no representation is made by the Issuer or the District as to the accuracy or completeness of the information contained herein, except as described below under "Certification of Limited Offering Memorandum." The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the Issuer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Experts

The information contained in this Limited Offering Memorandum relating to engineering, to the description of the System generally and, in particular, the engineering information included in the sections captioned "THE ISSUER," "DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT," "THE CASTLE HILLS PROJECT," and "THE SYSTEM" has been provided by LandDesign, Inc. Such information has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

The information contained in this Limited Offering Memorandum relating to assessed valuations of property generally and, in particular, that information concerning valuations contained in the sections captioned "TAX DATA" and "DISTRICT DEBT" has been provided by the Denton County Appraisal District.

The audited financial statements of the District for the year ended September 30, 2016, included in APPENDIX F hereto, were prepared by McCall Gibson Swedlund & Barfoot PLLC, Certified Public Accountants, which has consented to the publication of such financial statements in this Limited Offering Memorandum.

Certification of Limited Offering Memorandum

At the time of payment for and delivery of the Bonds, the Issuer will furnish the Purchaser a certificate, executed by the Mayor and City Secretary, acting in their official capacities, to the effect that to their knowledge and belief (a) the information, descriptions and statements of or pertaining to the Issuer contained in this Limited Offering Memorandum, on the date thereof and on the date of delivery were and are true and correct in all material respects; (b) insofar as the Issuer and its affairs, including its financial affairs, are concerned, this Limited Offering Memorandum did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; and (c) insofar as the descriptions and statements, including financial data contained in this Limited Offering Memorandum, of or pertaining to entities other than the Issuer and their activities are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and that the Issuer has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the Issuer has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the Issuer.

At the time of payment for and delivery of the Bonds, the District will furnish the Purchaser a certificate, executed by the President and Secretary of the Board of the District, acting in their official capacities, to the effect that the best of their knowledge and belief (a) the information, descriptions and statements of or pertaining to the District contained in this Limited Offering Memorandum, on the date thereof and on the date of delivery were and are true and correct in all material respects; (b) insofar as the District and its affairs, including its financial affairs, are concerned, this Limited Offering Memorandum did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; and (c) insofar as the descriptions and statements, including financial data contained in this Limited Offering Memorandum, of or pertaining to entities other than the District and their activities are concerned, such statements and data have been obtained from sources which the District believes to be reliable and that the District has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the District has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District.

Continuing Availability of Financial Information

Pursuant to Texas law, the District will have its financial statements prepared in accordance with generally accepted accounting principles, and will have its financial statements audited by a certified public accountant in accordance with generally accepted auditing standards within 120 days after the close of its fiscal year. The District audit report is filed with the TCEQ within 135 days after the close of its fiscal year. Copies of each audit report are also filed in the office of the District.

The District's financial records and audit reports are available for public inspection during regular business hours at the office of the District and copies will be provided on written request, to the extent permitted by law, upon payment of copying charges. Request for copies should be addressed to the District in care of Bond Counsel.

FORWARD-LOOKING STATEMENTS DISCLAIMER

The statements contained in this Limited Offering Memorandum, and in any other information provided by the Issuer, the District, or the Developer that are not purely historical, are forward-looking statements, including statements regarding the Issuer’s, the District's or the Developer’s expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Limited Offering Memorandum are based on information available on the date hereof, and none of the Issuer, the District or the Developer assumes any obligation to update any such forward-looking statements. The actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgements with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Issuer, the District, or the Developer, as the case may be. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Limited Offering Memorandum will prove to be accurate.

CONTINUING DISCLOSURE OF INFORMATION

The Issuer has, in the Trust Agreements, undertaken (the "Undertaking") for the benefit of the owners and beneficial owners of the Bonds, to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system. In order to obtain from the District the information necessary for the Issuer to comply with the Undertaking, the Issuer has entered into an "Agreement to Provide Certain Information" with the District pursuant to which the District has agreed to provide such information concerning the District and the Developer. The District has entered into a "Continuing Disclosure Agreement" with the Developer pursuant to which the Developer has agreed to provide such information. The Issuer is required to observe the Undertaking for so long as it is obligated to advance funds to pay the Bonds.

Annual Reports

The Issuer shall provide, or cause to be provided, annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year of the District ending in or after 2017, financial information and operating data with respect to the District of the general type included in the final Limited Offering Memorandum under the headings "DISTRICT DEBT,""DISTRICT TAX DATA, and in APPENDIX F hereto (District's Audited Financial Statements). The Issuer may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 (the "Rule"). Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Bond Ordinances or Trust Agreements, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide, or cause to be provided, unaudited financial information concerning the District by the required time, and shall provide, or cause to be provided, audited financial statements of the District for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

In addition, the Issuer has agreed to provide financial information with respect to the Developer, any person or entity to whom the Developer voluntarily assigns (except as collateral) the right to receive a payment out of the proceeds from the sale of the bonds of the Issuer, and each other person or entity, if any, to whom the Issuer voluntarily makes or agrees or has agreed to make a payment out of such proceeds of the general type. The Issuer will be obligated to provide information concerning the Developer and any such other person or entity only if and so long as (1) such person owns more than 20% of the taxable property within the Issuer by value, as reflected by the most recently certified tax rolls (and without effect to special valuation provisions), (2) such person has made tax or other payments to the Issuer which were used or available to pay more than 20% of the Issuer's debt service requirements in the applicable fiscal year of the Issuer, or (3) at the end of such fiscal year of the Issuer such person is obligated to the Issuer to provide or pay for Issuer facilities in an amount which exceeds 20% of the construction costs of said facilities to be financed with proceeds of the Bonds or any future bonds. The financial information to be provided with respect to the Developer is information of the type described in APPENDIX G hereto.

If the District changes its fiscal year, the Issuer will notify the MSRB, or cause the MSRB to be notified, of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Event Notices

Notice of Occurrence of Certain Events, Whether or Not Material . The District will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Bonds, without regard to whether such event is material within the meaning of

the federal securities laws: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (6) tender offers; (7) defeasances; (8) rating changes; and (9) bankruptcy, insolvency, receivership or similar event of an obligated person. (Neither the Bonds nor the Bond Order make any provision for credit enhancement - unless a municipal bond insurance policy is obtained - or liquidity enhancement.)

Notice of Occurrence of Certain Events, If Material. The District also will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of holders; (3) redemption calls; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and (6) appointment of a successor or additional trustee or the change of name of a trustee.

Notice of Failure to Timely File. The District also will notify the MSRB through EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with the provisions described above.

Availability of Information

The Issuer has agreed to provide the foregoing information only to the MSRB. The MSRB intends to make the information available to the public without charge through the EMMA internet portal at www.emma.msrb.org.

Limitations, Disclaimers, and Amendments

The Issuer has agreed to update information and to provide notices of material events only as described above. The Issuer has not agreed to provide, or cause to be provided, other information that may be relevant or material to a complete presentation of the financial results of operations, condition, or prospects of the District, the Developer or agreed to update any information that is provided, except as described above. The Issuer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Issuer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the Issuer to comply with its agreement.

The Issuer may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer or the District, if but only if the agreement, as amended, would have permitted a purchaser to purchase or sell Bonds in the offering made hereby in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The Issuer may amend or repeal the agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Purchaser from lawfully purchasing the Bonds. If the Issuer so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described

above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

The Issuer has entered into certain undertakings under SEC Rule 15c2-12 with respect to obligations issued by the Issuer for the benefit of Castle Hills Public Improvement District Nos. 2, 3, 4, 5, 6 and 7, the security for which include payments made by Denton County Fresh Water Supply Districts Nos. 1-B, 1-D, 1-E, 1-F, 1-G, 1-H, and 1-C, respectively (collectively, the "Castle Hills Districts"). In those undertakings, the Issuer undertook to provide, or cause to be provided, certain financial and operating information relating to the Castle Hills Districts. In turn, the Castle Hills Districts entered into agreements with the Issuer agreeing to provide to the Issuer such financial and operating information as well as to give notice of any events described above under "Event Notices." During the last five years, the Issuer and the Castle Hills Districts have been in compliance in all material respect with such undertakings and agreements except as follows:

> The audits of District Nos. 1-C, 1-H, and 1-G, for the fiscal year ended 9/30/14 were filed late with unaudited financial statements being filed on 7/16/15, together with a notice of late filing, and audited financial statements being filed on 9/01/15.
>
> The underlying rating on District No. 1-D was upgraded by S&P on 4/21/15 from BBB+ to A- but notice of such upgrade was not timely filed. Such filing has now been made.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

This Limited Offering Memorandum is duly approved by the Governing Body of the Issuer and the Board of Directors of the District as of the date specified on the first page hereof.

CITY OF LEWISVILLE, TEXAS

/s/_____
Mayor

ATTEST:

/s/_____
City Secretary

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-H

/s/_____
President, Board of Directors

ATTEST:

/s/_____
Secretary, Board of Directors

APPENDIX A

AERIAL PHOTOGRAPH
(2017)

SEE ATTACHED

APPENDIX B

DEFINITIONS

The following words and terms, whenever the same appear in the Bond Ordinances, the Trust Agreements or the Joint Utility Contract without qualifying language, and, unless otherwise defined herein, in this Limited Offering Memorandum, are defined to have the meanings set out below, unless the context requires a different interpretation:

Act - means, collectively, the Public Improvement District Assessment Act, as amended, Texas Local Government Code, Chapter 372, as amended.

Additional Bonds - means the additional parity bonds payable from Special Assessment Revenues and payable from Contract Payments in accordance with the Joint Utility Contract which the Issuer reserved the right to issue in the Trust Agreements.

Administrative Expense Fund - means the fund established in the Trust Agreements.

"Assessed Value" means, as determined by the Denton Central Appraisal District, the greater of (I) the total assessed valuation certified by the Appraisal District or (ii) the most recent preliminary total assessed valuation certified by the Appraisal District.

Assessment Ordinance - means the Ordinance adopted by the governing body of the Issuer on August 18, 2014, and any amendment or supplement thereto that may be hereafter adopted by the governing body of the Issuer, levying annual Special Assessments to pay the Debt Service Requirements on the Bonds against each eligible parcel of land in the P.I.D. and providing that such Special Assessments together with the Contract Revenues received from the Districts in accordance with the Contracts be paid in periodic installments in amounts necessary to pay the Debt Service Requirements on the Bonds.

Assessment Roll - means the Assessment Roll which is attached to the Assessment/Service Plan as Exhibit "A" to the Assessment Ordinance as amended from time to time in accordance with the Act, which shows, among other things, the properties within the P.I.D. subject to Special Assessments, the amount assessed, and the installment payments on the Special Assessments.

Assessment/Service Plan - means the Assessment/Service Plan prepared in accordance with the Act and approved by the governing body of the Issuer, as part of the Assessment Ordinance, on August 18, 2014, setting for the plan for services and activities to be provided in the P.I.D. and setting for the plan for apportioning the cost of the improvements to be assessed against properties in the P.I.D.

Authorized Expenditures - means the expenditures made for facilities and improvements set forth in Exhibit "A" to the Trust Agreements, but shall not include: (i) any part of the water or sewer system of the City of Lewisville, secured under the outstanding obligations of the City of Lewisville; or (ii) certain facilities which, while owned by the Issuer, are constructed or acquired to perform certain contracts between the Issuer and other entities, including private corporations, municipalities and political subdivisions and are financed by the proceeds of the Issuer's revenue bonds issued particularly to finance facilities needed to perform such contract.

Authorized Improvements - means those improvements acquired with Authorized Expenditures.

Authorized or Permitted Investments - means any investment authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Bankruptcy or Insolvency of a Person - means commencement by a Person of any voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or any consent by the Issuer to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of a Person or any substantial part of its property, or any general assignment by the Issuer for the benefit of creditors, or failure by a Person generally to pay its debts as they become due.

Bondholder Representative - means, collectively, the Series 2017 Road Bonds Bondholder Representative and the Series 2017 Utility Bonds Bondholder Representative.

Bond Ordinances - means the City of Lewisville ordinances, adopted on July 17, 2017, authorizing the issuance of the Bonds.

Bonds - means, collectively, the Utility Bonds and the Road Bonds authorized by the Bond Ordinances and issued in accordance with the Trust Agreements.

Business Day - means any day which is not a Saturday, Sunday, or a day on which the Trustee is authorized by law or executive order to close, or a legal holiday.

Cede & Co. - means the nominee of DTC in whose name the initial Bonds are to be registered.

City - means the City of Lewisville, Texas, a home rule city organized and operating under Article XI, Section 5 of the Constitution of the State of Texas.

Closing Date - means the date of physical delivery of the initial Bonds for payment in full by the Placement Agent.

Code - means the Internal Revenue Code of 1986, as amended.

Collection Fund - means the fund established in Section 4.1 of the Trust Agreements.

Comptroller - means the Comptroller of Public Accounts of the State of Texas.

Contracts - means, collectively, the Joint Utility Contract and the Joint Road Contract.

Contract Payments or District Contract Payments - means the payments required to be made by the District under the Contracts.

Contract Revenues - means the revenue paid to the Issuer by the District in accordance with the provisions of the Contracts.

Debt Service Requirements - means, as of any particular date of computation, with respect to any Parity Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside from the Interest and Sinking Fund by the Trustee on behalf of the Issuer as of such date or in such period for the payment of the Principal Installment, redemption premium, if any, and interest (to the extent not capitalized) on such Parity Bonds.

Debt Service Reserve Amount - means the lesser of (i) 10% of the principal amount of the Bonds, (ii) the maximum annual debt service requirement of the Bonds, and (iii) 125% of the average annual debt service of the Bonds.

Debt Service Reserve Funds - means the funds so designated and established to Section 4.5 of the Trust Agreements.

District - means Denton County Fresh Water Supply District No. 1-H.

Districts - means, collectively, Denton County Fresh Water Supply District No. 1-A and the District.

DTC - means The Depository Trust Company, New York, New York.

Electronic Means - means telecopy, email, or facsimile transmission or other similar means of communication approved in writing by the Trustee.

EMMA - means the Electronic Municipal Market Access system, a service of the MSRB.

Event of Default - means those events of default provided for in the Trust Agreements.

Fiscal Year - means the twelve (12) month accounting period used by the Issuer which currently ends on September 30, the Fiscal Year may be any twelve (12) consecutive month period established by the Issuer.

Foreclosure Proceeds - means the amounts received from the judicial sale of assessed property within the P.I.D. as a result of the nonpayment of Special Assessments.

Funds - means the Collection Fund, the Interest and Sinking Fund, the Administrative Expense Fund, the Prepayment Fund, the Utility Improvement Fund, the Road Improvement Fund, the Debt Service Reserve Fund, the Special Assessments Prepayment Fund, and the Redemption Fund, but not including the Rebate Fund, created by the Trust Agreements and any accounts in such Funds or Subaccounts.

Governing Body - means the City Council of the City of Lewisville, Texas.

Improvement Funds - means the funds established in the Trust Agreements.

Interest and Sinking Fund - means the interest and sinking fund and accounts created or confirmed in the Trust Agreements.

Interest Payment Date - when used in connection with any Bond, means September 1, 2017, and each March 1 and September 1 thereafter until maturity or prior redemption.

Investment Grade Rating - means a rating on the Bonds, assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement unless such credit enhancement extends through the final maturity date of the Bonds) or otherwise designated as investment grade by a Rating Agency.

Issue Date - means the Closing Date.

Issuer - means the City of Lewisville, Texas, a home rule city organized and operating pursuant to Article XI, Section 5 of the Constitution of the State of Texas.

Joint Road Contract - means that certain 2008 Joint Road Contract, dated as of August 18, 2014, as amended by an Amended 2015 Joint Road Contract, to be dated as of August 7, 2017, by and among the District, District No. 1-A and the Issuer.

Joint Utility Contract - means that certain 2008 Joint Utility Contract, dated as of August 18, 2014, as amended by an Amended 2015 Joint Utility Contract, to be dated as of August 7, 2017, by and among the District, District No. 1-A and the Issuer.

Maturity Date - means the date or dates on which principal of the Bonds is scheduled to be paid, as provided in the Bond Ordinance.

MSRB - means the Municipal Securities Rulemaking Board.

Outstanding - as of the date of determination, all Bonds theretofore issued and delivered under the Trust Agreements, except: (i) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation; (ii) Bonds for whose purchase, payment or redemption money in the necessary amount has been theretofore deposited in an account, other than the Collection Fund with the Trustee in trust for the holders of such Bond; (iii) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Trust Agreements; and (iv) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Trust Agreements.

Outstanding Bonds - means the Outstanding Bonds of those issues of City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project), and City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2014 (Lewisville Castle Hills Public Improvement District No. 6 Project).

Owner or Registered Owner - means the Person or entity who is the registered owner of any Outstanding Bond.

Paying Agent/Registrar - means the entity serving as the Trustee when serving as Paying Agent/Registrar.

Person or Person - mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or any other entity recognized by the laws of the State of Texas.

Placement Agent - means Raymond James & Associates, Inc.

Prepayments - means amounts received as a result of the payment, more than 6 months in advance of the due date thereof, of Special Assessments or Contract Revenues.

Principal Installment - means as of any particular date of computation and with respect to the Bonds, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Parity Bonds of said series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Parity Bonds, which would at or before said future date be retired by reason of the payment when due and application in accordance with the Bond Ordinances of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Parity Bonds, plus (b) the amount of any Sinking Fund Payment payable on said future date for the retirement of any Outstanding Parity Bonds of said series, and said future date is deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

Principal Office - when used with respect to the Trustee, means the principal office of the Trustee situated in Dallas, Texas, at which the Trustee conducts its corporate business.

Public Improvement District or P.I.D. - means the Lewisville Castle Hills Public Improvement District No. 6.

Rating Agency - mean each of Moody's Investors Service, Standard and Poor's Ratings Services, a Standard & Poor's Financial Services business, Fitch Ratings Inc., and any other Nationally Recognized Statistical Rating Organization recognized as such by the SEC.

Rebate Funds - means the rebate funds created or confirmed in the Bond Ordinances.

Record Date - means, for any Interest Payment Date, the fifteenth (15th) calendar day of the month next preceding such Interest Payment Date.

Redemption Funds - means the redemption funds established or confirmed in the Bond Ordinances.

Register - means the books of registration kept by the Paying Agent/Registrar/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, the Registered Owners.

Road Bonds - means any or all bonds of the $15,310,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project).

Rule - means SEC Rule 15c2-12, as amended from time to time.

SEC - means the United States Securities and Exchange Commission.

Securities Depository - means The Depository Trust Company, New York, New York, or any successor to DTC who serves as a securities depository.

Series 2017 Road Bonds Bondholder Representative – means the Bondholder Representative for the Owners of not less than a majority in principal amount of the Series 2017 Road Bonds then Outstanding, initially ORIX Public Finance, LLC ("ORIX"); provided, however, that if Orix no longer owns a majority of the Series 2017 Road Bonds Outstanding, then such term shall be replaced with a majority of the Owners.

Series 2017 Utility Bonds Bondholder Representative - means the Bondholder Representative for the Owners of not less than a majority in principal amount of the Series 2017 Utility Bonds then Outstanding, initially ORIX; provided, however, that if Orix no longer owns a majority of the Series 2017 Utility Bonds Outstanding, then such term shall be replaced with a majority of the Owners.

Sinking Fund Payment - means the annual payments in the years and amounts provided in the Trust Agreements which are to be made into the Interest and Sinking Fund for the purpose of redeeming the Bonds prior to maturity.

Sinking Fund Payment Date - means the date on which a Sinking Fund Payment is due.

Special Assessments - means the assessments levied against properties in the P.I.D. to pay Debt Service Requirements on the Parity Bonds as set forth in the Assessment/Service Plan which are payable in periodic installments, and may and shall be prepaid, all as provided in the Assessment Ordinance and the Bond Ordinances. Special Assessments also include any supplemental assessments or reassessments levied in accordance with the Act.

Special Assessments Prepayment Fund - means the fund by that name created by the Trust Agreements.

* Preliminary; subject to change.

Special Assessment Revenues - means the monies collected from Special Assessments levied against properties in the P.I.D., including interest on Special Assessments during the period a Special Assessment or any installment thereof is current or delinquent, prepayments, foreclosure proceeds, proceeds from a guarantor of the Special Assessments, penalties for non-timely payment of Special Assessments, earnings and income derived from the investment or deposit of moneys in the special funds or accounts created and established for the payment and security of the Bonds shall also constitute Special Assessment Revenues unless required to be deposited into the Rebate Fund for payment to the federal government, in which case, such earnings and investment income will not be Special Assessment Revenues.

Standard & Poor's - means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

Trust Agreements - means, collectively, the two Master Trust Agreements, dated as of August 1, 2014, each as supplemented by First Supplemental Trust Agreements, dated as of August 1, 2014 and each as supplemental by Second Supplemental Trust Agreements, dated as of July 1, 2017.

Trust Estate - means the property and assets conveyed to the Trustee pursuant to the granting clauses of the Trust Agreements.

Trustee - means Wilmington Trust, National Association, in Dallas, Texas, a national banking association, and any successor trustee hereunder.

Utility Bonds - means any or all bonds of the $7,690,000* City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project).

* Preliminary; subject to change.

APPENDIX C

SUMMARY OF TRUST AGREEMENTS

The following is a brief summary of certain provisions of the Trust Agreements and is not intended to be definitive. The summary does not purport to be a complete explanation of all provisions of the Trust Agreements and reference is directed to such document, which is available from the Issuer for the complete text thereof.

General.

The Trust Agreements authorize the issuance of the Bonds, pledge the Contract Payments and Special Assessment Revenues to the repayment of the Outstanding Bonds, and establish separate funds for the disbursement of the proceeds from the Bonds and the repayment (including mandatory tender for purchase and redemption) of the Outstanding Bonds.

Funds.

All Special Assessment Revenues from the P.I.D. (other than interest and investment earnings and those received as a Prepayment of Special Assessments) and all Contract Payments are to be deposited in the Collection Fund. From the Collection Fund the monies are to be transferred upon receipt, as follows:

FIRST: To the Interest and Sinking Fund to meet Debt Service Requirements on the outstanding Bonds for the following year or a greater amount designated by the Issuer with the prior written approval of the District;

SECOND: To the Redemption Fund, any amounts required for redemptions (other than scheduled mandatory sinking fund redemptions) for the year; and

THIRD: To the Debt Service Reserve Fund, an amount necessary, if any, to increase the balance in the Debt Service Reserve Fund to the amount required to be on deposit therein as of the next succeeding Interest Payment Date.

FOURTH: To the Issuer to be used pursuant to the Joint Utility Contract or Joint Road Contract.

All Special Assessment Revenues received as Prepayments of Special Assessments are to be transferred upon receipt to the Special Assessments Prepayment Fund.

After the initial deposits required into the Interest and Sinking Fund and the Debt Service Reserve Fund, all remaining proceeds of the sale of the Bonds which will be deposited into the Improvement Funds established in the Trust Agreements and will be applied to payment of the costs of acquiring and constructing the Facilities together with all expenses incidental thereto, the costs incident to the organization and initial administration of the P.I.D., and the costs of issuance of the Bonds.

Accrued interest, if any, on the Bonds together with capitalized interest on the Bonds from the proceeds of the sale of the Bonds, shall be delivered at closing to the Interest and Sinking Fund. Thereafter, prior to each Interest Payment Date, an amount equal to the full amount of the interest on and principal of the Bonds then falling due shall be transferred from the Collection Fund to the Interest and Sinking Fund and utilized to make the payments to the Bondholders.

The Redemption Funds are the funds into which funds to be used to pay the redemption price in connection with a redemption of the Outstanding Bonds are to be transferred from the Collection Fund as provided in the Trust Agreements.

Investment of Funds.

Money held by the Trustee in any of the accounts established pursuant to the Trust Agreements will be invested in Authorized Investments as defined in the Trust Agreements pursuant to written instructions of the Issuer with the approval of the District.

Trustee Responsibility.

The Trustee may rely and shall be protected in acting, or refraining from acting upon any written notice, instruction, or request furnished to it under the Trust Agreements and believed by it to be genuine and to have been presented by the proper party or parties. The Trustee will not be liable for any action taken by it in good faith and believed by it to be authorized within the rights or powers conferred upon it by the Trust Agreements shall be answerable only for its own negligence and willful misconduct and may consult counsel of its own choice, and shall have full and complete authorization and protection for any action taken or suffered by it under the Trust Agreements in accordance with the opinion of such counsel.

Successor Trustee.

A bank or trust company authorized to perform corporate trust services may be substituted to act as Trustee under the Trust Agreements, if the Trustee resigns, or is removed, dissolved or otherwise becomes incapable of duty. The Trustee or any successor trustee may at any time resign by giving not less than 60 days prior written notice to the owners of all of the outstanding Bonds of the applicable series, and such resignation shall take effect at the end of such sixty (60) days or upon the earlier appointment of a successor trustee approved in writing by the Holders of a majority in aggregate principal amount of the Bonds of the applicable series then outstanding. The holder of any the Bonds of the applicable series outstanding, may apply to any court of competent jurisdiction to appoint a successor trustee. No resignation or removal of the Trustee shall be effective until acceptance of appointment by the successor trustee. Any successor Trustee shall have capital and surplus exclusive of borrowed capital aggregating at least $50,000,000 and shall be subject to examination or supervision by a federal or state banking authority.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation or national banking association, the resulting, surviving, or transferee corporation or national banking association without further act shall be the successor Trustee wit the same effect as if it had been named as the Trustee herein.

Amendment.

The Issuer, without the consent of the Bondholders, may amend the Trust Agreements for any of the following purposes:

a) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully be granted to or conferred upon the Bondholders or the Trustee or either of them;

b) to authorize the Trustee to perform any and all of the duties of the Trustee under the Trust Agreements;

c) To cure any ambiguity, inconsistency or formal defect or omission in the Bond Ordinance; and

d) To make such additions, deletions or modifications as may be necessary for compliance with Section 148(f) of the Code.

Exclusive of the aforementioned types of amendment, the owners of not less than a majority in aggregate principal amount of the Bonds of the applicable series then outstanding have the right, from time to time, anything contained in the Trust Agreements to the contrary notwithstanding, to consent to and approve the execution by the Trustee, the Issuer of such other amendments as shall be deemed necessary and desirable by the Trustee and the Issuer for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Trust Agreements or in any amendment thereto; provided, however, that no amendment shall permit or be construed as permitting: (i) without the consent of each Bondholder so affected, an extension of the maturity of the principal of or interest on any Bond or any scheduled mandatory redemption; (ii) a reduction in the principal amount of any Bond, or a reduction in the rate of interest thereon or a Sinking Fund Payment; (iii) without the consent of all the Bondholders, a privilege or priority of any Bond over any other Bond; or (iv) a reduction in the aggregate principal amount of the Bonds of the applicable series required for consent to such amendment. Notice of an amendment under this provision must be sent, in writing, to all Bondholders and to the District, and consent must be obtained from 51% in aggregate principal amount of the Bonds of the applicable series outstanding within 90 days following such notice, or a longer period of time prescribed by the Issuer up to 6 months.

Defeasance.

Upon payment of all outstanding Bonds, either at or before maturity, or upon deposit of moneys, or deposit into an adequate escrow of non-callable obligations backed by the full faith and credit of the United States Government, with the Trustee sufficient (together with interest earnings on such investments) with other available funds to redeem all the Bonds at or before maturity, the Bonds will be considered defeased.

APPENDIX D

SUMMARY OF THE CONTRACTS

The following is a brief summary of certain provisions of the 2008 Joint Utility Contract and the 2008 Joint Road Contract (collectively, the "Contracts") and is not intended to be definitive. The summary does not purport to be a complete explanation of all provisions of the Contracts, and reference is directed to the Contracts, which is available from the Issuer for the complete text thereof.

General

The Contracts are agreements among the City of Lewisville (the "Issuer"), Denton County Fresh Water Supply District No. 1-A ("District 1-A") and Denton County Fresh Water Supply District No. 1-H (the "District"). The Contracts contains the terms and conditions under which the Facilities will be financed, constructed and operated.

Terms of Contracts

The Contracts are dated as of August 18, 2014, and continue for so long as any of the Parity Bonds and any Additional Bonds remain outstanding and unpaid, but in no event longer than 40 years from the date thereof.

Responsibilities of Parties

The Issuer is obligated to issue the Bonds to finance, acquire, construct, own, or operate the Facilities. The Issuer agrees to submit a draft of any resolution authorizing the issuance of the Bonds to the District, and obtain its approval before issuing the Bonds and any Additional Bonds.

District 1-A has the primary responsibility as project manager in connection with the construction, acquisition and operation of the Facilities. This responsibility entails designing the Facilities, acquiring easements and sites for the Facilities, awarding and supervising construction contracts.

For each year while the Bonds and any Additional Bonds, or any part of the principal and interest on the Bonds and any Additional Bonds, remain outstanding and unpaid, the District agrees to levy, assess and collect a continuing direct annual ad valorem tax, without limit as to rate or amount on all taxable property within the boundaries of the District to make all payments under the Contracts. The taxes shall be sufficient to make all payments on the Bonds and any Additional Bonds, all charges and fees of the Paying Agent/Registrar or trustee, all costs incident to the Facilities or the Parity Bonds, all payments to special funds or reserve funds established by the Bond Ordinances and Trust Agreements, and all operations and maintenance expenses of the Facilities.

Procedure for Calculating Annual Tax Rate

Under the Contracts, the District shall, prior to setting its tax rate each year, calculate the amount of the payments to be made to the Issuer during the forthcoming year.

Subject to any limitation imposed by the Bond Ordinances or the Trust Agreements, the District has the right to acquire the Facilities at any time during the term of the Contracts by paying to the Issuer the amount necessary to repay, redeem, refund or defease the Bonds and any Additional Bonds, together with all costs incident thereto. The District is required to furnish written notice to the Issuer no less than 60 days prior to the exercise of this right.

Remedies

In addition to all remedies provided by the laws of the State of Texas, the District covenants and agrees that, if that the District defaults in the payment of any of the amounts required to be paid under the Contracts or defaults in the performance of any of the obligations of the Contracts, the Issuer or the Trustee shall be entitled to a writ of mandamus requiring performance of the obligation.

Approved by Voters

At an election conducted on November 4, 2008, the Contracts were approved by the voters within the District.

APPENDIX E

FORM OF BOND COUNSEL'S OPINION

APPENDIX F

DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

APPENDIX G

FINANCIAL INFORMATION CONCERNING THE DEVELOPER

The Developer has delivered the financial information included in this APPENDIX G (the "Financial Information") to the District for publication in connection with the District's offer and sale of the Bonds. The Financial Information has been included herein solely as additional information concerning the financial condition and capability of the Developer. Such Financial Information is relevant, among other reasons, to the Developer's ability to continue developing its land within the District and to pay ad valorem taxes thereon, and to preserve its financial investment in the District. See "THE DEVELOPER". The Developer is not responsible for, liable for, and has not made any commitment for payment of the Bonds or other obligations of the District or the Issuer and the inclusion of the Financial Information herein should not be construed as an implication to that effect. The Developer has no legal commitment to the District, the Issuer, or holders of the Bonds to continue development of land within the District and may sell or otherwise dispose of property within the District, or any other assets, at any time. Further, the Developer's financial condition is subject to change, and, except as stated in this Limited Offering Memorandum under the section captioned "CONTINUING DISCLOSURE OF INFORMATION," financial information concerning the Developer will not be provided by the District after the sale of the Bonds. Therefore, the District cautions that the Financial Information should not be construed or interpreted as an indication of the investment security of the Bonds.

The Developer has represented to the District that the Financial Information has been prepared from its books and records, has been prepared in accordance with generally accepted accounting principles, fairly represents the financial condition of the Developer as the date indicated, and does not fail to disclose any material fact or omit to state any material facts necessary to make such Financial information not misleading and that there has not been any material adverse change in the financial condition of the Developer since the date on which the financial information is presented.

The following financial information of the Developer is included in this Appendix G:

Bright Realty

1. Audited Financial Statements as of December 31, 2016 and 2015
2. Unaudited Balance Sheet, Statement of Net Income (Loss), and Statement of Cashflow as of June 1, 2017

APPENDIX H

FORM OF INVESTMENT LETTER

_____, 2017

City of Lewisville, Texas
Lewisville, Texas

Denton County Fresh Water Supply District No. 1-H
Lewisville, Texas

Raymond James & Associates, Inc.
Dallas, Texas

City of Lewisville, Texas
Combination Contract Revenue and Special Assessment
Utility System Bonds,
Series 2017
(Lewisville Castle Hills Public Improvement District No. 6 Project)

and

City of Lewisville, Texas
Combination Contract Revenue and Special Assessment
Road System Bonds,
Series 2017
(Lewisville Castle Hills Public Improvement District No. 6 Project)

Ladies and Gentlemen:

In connection with our purchase of $_____ Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") and $_____ Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds", and together with the Utility Bonds, the "Bonds"), issued by the City of Lewisville, Texas (the "Issuer"), pursuant and subject to the terms and provisions of that certain Master Trust Agreement and First Supplemental Trust Agreement relating to the Utility Bonds, by and between the City of Lewisville, Texas and Wilmington Trust, N.A., as Trustee and the Ordinance of the City authorizing the issuance of the Utility Bonds, and pursuant to the Master Trust Agreement and First Supplemental Trust Agreement relating to the Road Bonds, by and between the City of Lewisville, Texas and Wilmington Trust, N.A., as Trustee, we certify, represent and warrant to you as follows:

1. We acknowledge that we have agreed to purchase the Bonds directly from the Issuer.

2. We are (a) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Act") and (b) an "institutional investor" within the meaning of applicable state securities laws. We have experience and expertise in the purchase and ownership of obligations similar to the Bonds. We are duly and validly organized under the laws of our jurisdiction of incorporation or organization. We are capable of evaluating the merits and risks of the purchase of the Bonds on the bases of the information and review of the materials described in paragraph (3) below. We understand fully the nature of this particular investment in the Bonds and the risks associated with the investment, including

the risks that no secondary market may exist with respect to the Bonds. We can bear the economic risk of the purchase of the Bonds.

3. We have (a) received and thoroughly read and evaluated the Limited Offering Memorandum, including the appendices thereto, dated _____, 2017, relating to the offering of the Bonds, and (b) been given the opportunity (i) to ask questions of, and receive answers from, the management of the Issuer, Denton County Fresh Water Supply District No. 1-A, Denton County Fresh Water Supply District No. 1-G, and Bright Realty, LLC concerning their operations and financial conditions and the terms and conditions of the Bonds and (ii) to obtain such additional information (including, without limitation, financial information, appraisals, and projections) as we have requested and that we deem necessary in our decision to purchase the Bonds. We recognize that the Limited Offering Memorandum may not contain all information necessary or desirable for analyzing the risks involved in the purchase of the Bonds. We have relied on information contained in the Limited Offering Memorandum as part of our decision to purchase the Bonds. We are able and willing to bear the economic risks of the purchase and ownership of the Bonds.

4. We are purchasing the Bonds for our own account and not for the account of others or for resale. In any event, if we sell, or issue a participation in, any Bonds, we will comply with all applicable federal and state securities laws and, unless the Bonds have ever been rated in one of the four highest rating categories by a nationally recognized rating service, will offer and sell the Bonds only to one or more "qualified institutional buyers" (as defined in Rule 144A promulgated under the Act) and/or "accredited investors" (as defined in Rule 501 under Regulation D promulgated under the Act). We have no current intention of reselling or disposing of the Bonds or engaging in any "distribution" thereof, but retain the right to do so in the future.

5. We recognize that, except (i) as set forth in the Limited Offering Memorandum and (ii) as otherwise set forth in the Bond Purchase Agreement and the documents delivered pursuant thereto in connection with the issuance of the Bonds, no representations or warranties as to the accuracy or the adequacy of the information in the Limited Offering Memorandum or otherwise provided to us have been made by the Issuer, Winstead PC, as bond counsel, First Southwest Company, as financial advisor to the Issuer, or Bracewell LLP, as counsel to the Issuer, Raymond James & Associates, Inc. as the underwriter, or McCall, Parkhurst & Horton, LLP, as counsel to the Placement Agent.

6. We recognize that the statements set forth in this letter are being relied upon by the parties involved in the issuance and sale of the Bonds and such statements shall survive the execution and delivery to us of the Bonds and the instruments and documents contemplated thereby.

7. Purchaser understands that the Bonds are not rated by any nationally recognized rating service.

Sincerely,

[PURCHASER]

By _____

Name: _____

Title: _____

APPENDIX I

[FORM OF TRANSFEREE LETTER]

City of Lewisville, Texas
1197 W. Main at Civic Center
Lewisville, Texas 75209

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

City of Lewisville, Texas
Combination Contract Revenue and Special Assessment
[Utility System] [Road System] Bonds,
Series 2017
(Lewisville Castle Hills Public Improvement District No. 6 Project)

Ladies and Gentlemen:

In connection with the purchase of $_____ par amount of the City of Lewisville, Texas Combination Contract Revenue and Special Assessment [Utility System] [Road System] Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby acknowledges, represents and warrants to, and agrees with the City of Lewisville, Texas and Wilmington Trust, National Association, as Paying Agent/Registrar for the Bonds, as follows:

(i) The Purchaser is a "Qualified Institutional Buyer" within the meaning of Rule 144A of the United States Securities and Exchange Commission and is an "Institutional Investor" within the meaning of applicable state securities laws; and

(ii) The Purchaser is not acquiring the Bonds for more than one account or with a view to distribution thereof, provided that the Purchaser reserves the right to sell, pledge, dispose, convey or otherwise transfer the Bonds at some future date determined by the Purchaser, provided that any such transferee shall be required to execute a Transferee Letter in the form of this letter as a condition to any transfer of the Bonds.

Very truly yours,

[PURCHASER]

By: _____

$7,690,000
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
UTILITY SYSTEM BONDS
SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

AND

$15,310,000
CITY OF LEWISVILLE, TEXAS
COMBINATION CONTRACT REVENUE AND SPECIAL ASSESSMENT
ROAD SYSTEM BONDS
SERIES 2017
(LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 6 PROJECT)

BOND PLACEMENT AGREEMENT

July 17, 2017

Honorable Mayor and City Council
City of Lewisville, Texas
c/o Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

Dear Mayor and City Council Members:

The undersigned (the "Placement Agent") offers to enter into this Bond Placement Agreement with the City of Lewisville, Texas (the "Issuer") and Denton County Fresh Water Supply District No. 1-H (the "District"). This offer is made subject to the Issuer's acceptance of this Bond Placement Agreement on or before 10:00 p.m., Dallas Time on the date hereof.

1. **Offering of the Bonds**. Upon the terms and conditions and upon the basis of the representations set forth herein, the Placement Agent hereby agrees to use its best efforts to assist the Issuer in placing the referenced bonds consisting of $7,690,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Utility Bonds") and $15,310,000 City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (the "Road Bonds") (the Utility Bonds and the Road Bonds, collectively, the "Bonds") with sophisticated investors. As compensation for its services, the Placement Agent will receive a total fee of $460,000.00 upon the delivery of the Bonds to the initial purchasers thereof, Orix USA (the

"Purchaser"), against payment of the purchase price thereof, as specified in Section 6 hereof (the "Closing"). The Bonds shall have the dated date, the maturities and bear interest from the dates at the rate or rates per annum as shown on the cover page of the Limited Offering Memorandum (hereinafter defined), such interest being payable as shown on the cover page of the Limited Offering Memorandum. The Issuer acknowledges and agrees that (i) the placement of the Bonds pursuant to this Bond Placement Agreement is an arm's-length commercial transaction between the Issuer and the Placement Agent, (ii) in connection with such transaction, the Placement Agent is acting solely as a principal and not as an advisor, including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act), agent or a fiduciary of the Issuer, (iii) the Placement Agent has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the placement of the Bonds or the process leading thereto (whether or not the Placement Agent has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, (iv) the Placement Agent has financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. **Bond Ordinance**. The Bonds shall be authorized and issued pursuant to two separate Bond Ordinances each adopted by the Issuer on June 19, 2017 (the "Bond Ordinance"). The Bonds shall be as described in and shall be secured and payable as provided in the Bond Ordinance, two separate Master Trust Agreements, each dated as of August 1, 2014, each as supplemented by First Supplemental Trust Agreements, dated as of August 1, 2014, and Second Supplemental Trust Agreements, dated as of July 1, 2017 (collectively, the "Trust Agreements") between the Issuer and Wilmington Trust, National Association (the "Trustee"), and a 2008 Joint Utility Contract and a 2008 Joint Road Contract, each dated August 18, 2014, as amended, respectively, by an Amended 2015 Joint Utility Contract and an Amended 2015 Joint Road Contract, each to be dated as of August 7, 2017 (collectively, the "Contracts") among the Issuer, Denton County Fresh Water Supply District No. 1A ("District No. 1A"), and the District.

3. **Limited Offering Memorandum**. Exhibit A hereto is the Limited Offering Memorandum, including the cover page and Appendices thereto, of the District, dated July 17, 2017 (together with the Preliminary Limited Offering Memorandum, dated July 13, 2017 (the "Limited Offering Memorandum"), with respect to the Bonds. The District hereby authorizes the Placement Memorandum and the information therein contained to be used by the Placement Agent in connection with the placement of the Bonds.

4. **Representations, Warranties and Agreements of the Issuer**. On the date hereof, the Issuer represents, warrants and agrees as follows:

(a) The Issuer is a home rule city created pursuant to the Constitution and laws of the State of Texas and has full legal right, power and authority (i) to issue the Bonds described in the Bond Ordinance, the Contracts, the Trust Agreements and this Bond Placement Agreement, (ii) to authorize and approve the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to authorize and approve their distribution by the Placement Agent,(iii) to adopt the Bond Ordinance and to carry out and

consummate the actions contemplated thereby, and (iv) to carry out and consummate all other transactions contemplated by each of the aforesaid documents;

(b) The Issuer has duly created and established the Lewisville Castle Hills Public Improvement District No. 6 (the "Improvement District") pursuant to Chapter 372, Texas Local Government Code and the Issuer has full legal right, power, and authority to levy, assess, and collect the special assessments in accordance with City of Lewisville Ordinance No. 4105-08-2014 (the "Assessment Ordinance").

(c) The Issuer has complied, and will be at the date of Closing in compliance, in all material respects, with the Constitution and laws of the State of Texas in connection with the authorization, issuance and sale of the Bonds;

(d) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Bond Ordinance, has duly authorized and approved the execution and delivery of the Bonds, the Trust Agreements, the Contracts and this Bond Placement Agreement, and has duly authorized and approved the performance of its obligations contained in the Bond Ordinance, the Trust Agreements, the Contracts, and this Bond Placement Agreement;

(e) To the knowledge of the Issuer, the Issuer is not in breach of or default in any material respect under any applicable law or administrative regulation of the State of Texas or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument, except as may be disclosed in the Limited Offering Memorandum, to which the Issuer is a party or is otherwise subject, which would have a material and adverse effect upon the Bonds; and the execution and delivery of the Contracts, the Trust Agreements, and this Bond Placement Agreement by the Issuer and the execution and delivery of the Bonds and the adoption of the Bond Ordinance by the Issuer and compliance with the provisions of each thereof will not violate or constitute a material breach of or default under any existing law, administrative regulation, judgment, decree or any agreement or other instrument to which the Issuer is a party or, to the knowledge of the Issuer, is otherwise subject;

(f) All approvals, consents and orders of any governmental authority or agency having jurisdiction which approval, consent or order would constitute a condition precedent to the performance by the Issuer of its obligation to issue the Bonds hereunder will have been obtained prior to the Closing;

(g) The Preliminary Limited Offering Memorandum did not, and at the time of the Issuer's acceptance hereof, insofar as the Issuer and its affairs, including its financial affairs, are concerned, the Limited Offering Memorandum does not, and at the time of the Closing, the Limited Offering Memorandum will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) Between the date of this Bond Placement Agreement and Closing, the Issuer will not, without the prior written consent of the Placement Agent, issue any additional bonds, notes or other obligations for borrowed money payable in whole or in part from payments under the Contracts or special assessments on the property located within the District;

(i) No litigation is pending or, to the knowledge of the Issuer, threatened in any court affecting the existence of the Issuer, the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Bonds, the levy or the collection of the special assessments pledged or to be pledged to make payments on the Bonds, or in any way contesting or affecting the issuance, execution, delivery, payment, security or validity of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement, or contesting the powers of the Issuer, or any authority for the Bonds, the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement or contesting in any way the completeness, accuracy or fairness of the Limited Offering Memorandum;

(j) The descriptions contained in the Limited Offering Memorandum of the Issuer and the Improvement District are true and correct in all material respects; and

(k) If after the date of this Bond Placement Agreement to and including the date of Closing, an event occurs of which the Issuer has knowledge and which would cause the Limited Offering Memorandum to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Placement Agent, and if in the opinion of the Issuer or the Placement Agent such event requires a supplement or amendment to the Limited Offering Memorandum, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with laws, the Issuer will supplement or amend the Limited Offering Memorandum in a form and in a manner jointly approved by the Issuer and the Placement Agent, such that the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such supplement or amendment shall be subsequent to the Closing, the Issuer shall furnish such certificates, instruments and other documents as the Placement Agent may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum.

5. **Representations, Warranties and Agreements of the District**. On the date hereof, the District represents, warrants and agrees as follows:

(a) The District was created by an election held on May 3, 2003, and operates as a water control and improvement district pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51, Texas Water Code, as amended, with certain reserved powers under Chapter 53, Texas Water Code, as amended, and has full legal right, power and authority (i) to enter into the Contracts and this Bond Placement Agreement, (ii) to authorize

and approve the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to authorize and approve its distribution by the Placement Agent, (iii) to approve the form of the Bond Ordinance, (iv) to enter into this Bond Placement Agreement, and (v) to carry out and consummate all other transactions contemplated by each of the aforesaid documents;

(b) The District has complied, and will be at the date of Closing in compliance, in all material respects, with the Constitution and laws of the State of Texas in connection with the Contracts and the performance of its obligations thereunder;

(c) By official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the execution and delivery of the Contracts and this Bond Placement Agreement, and has duly authorized and approved the performance by the District of its obligations contained in the Contracts and this Bond Placement Agreement;

(d) To the knowledge of the District, the District is not in breach of or default under any applicable law or administrative regulation of the State of Texas or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument, except as may be disclosed in the Limited Offering Memorandum, to which the District is a party or is otherwise subject, which would have a material and adverse effect upon the business or financial condition of the District; and the execution and delivery of the Contracts and this Bond Placement Agreement by the District and compliance with the provisions of each thereof will not violate or constitute a material breach of or default under any existing law, administrative regulation, judgment, decree or any agreement or other instrument to which the District is a party or, to the knowledge of the District, is otherwise subject;

(e) The Preliminary Limited Offering Memorandum did not and, at the time of the District's acceptance hereof, the Limited Offering Memorandum does not, and at the time of the Closing, the Limited Offering Memorandum will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading insofar as information within the knowledge of the District is concerned;

(f) The audited financial statements of the District as of September 30, 2016, contained in the Limited Offering Memorandum present fairly the financial position as of such date, and the results of its operations for the year then ended, in conformity with generally accepted accounting principles, and there has been no material adverse change in the financial condition of the District since September 30, 2016;

(g) Between the date of this Bond Placement Agreement and Closing, the District will not, without the prior written consent of the Placement Agent, issue any additional bonds, notes or other obligations for borrowed money payable in whole or in part from ad valorem taxes;

(h) No litigation is pending or, to the knowledge of the District, threatened in any court affecting the existence of the District, the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Bonds, the levy or the collection of taxes pledged or to be pledged to make payments under the Contracts, the levy or collection of special assessments to make payments under the Bonds or in any way contesting or affecting the issuance, execution, delivery, payment, security or validity of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bond Ordinance, the Trust Agreements, the Contracts, this Bond Placement Agreement, or contesting the powers of the District, or any authority for the Bonds, the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement or contesting in any way the completeness, accuracy or fairness of the Limited Offering Memorandum;

(i) The descriptions contained in the Limited Offering Memorandum of the District are true and correct in all material respects, and the descriptions of the Bonds, the Trust Agreements, the Contracts, and the Bond Ordinance accurately reflect the provisions of such instruments; and

(j) If after the date of this Bond Placement Agreement to and including the date of Closing, an event occurs of which the District has knowledge and which would cause the Limited Offering Memorandum to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall notify the Placement Agent, and if in the opinion of the District or the Placement Agent such event requires a supplement or amendment to the Limited Offering Memorandum, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with laws, the District will request the Issuer to supplement or amend the Limited Offering Memorandum in a form and in a manner jointly approved by the Issuer, the District and the Placement Agent, such that the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such supplement or amendment shall be subsequent to the Closing, the District shall furnish such certificates, instruments and other documents as the Placement Agent may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum.

6. **Closing**. At 10:00 A.M., Dallas Time, on August 8, 2017 (the "Closing"), or such other date as agreed to by the Issuer and the Placement Agent, the Issuer will deliver the initial Bond and other documents hereinafter mentioned to or under the direction of the Placement Agent and the Placement Agent will accept delivery and cause the purchase price of the Bonds to be paid by the Purchaser as set forth in Paragraph 1 hereof. The purchase price shall be paid in immediately available funds. Delivery and payment as aforesaid shall be made at the offices of Winstead, P.C., 500 Winstead Building, 2728 N. Harwood, Dallas, Texas 75201, or such other place as shall have been mutually agreed upon by the Issuer and the Placement Agent. The Bonds shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of each series of the Bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, all as provided in the Bond Ordinance, and shall be made available

to the Placement Agent or its designee at least one business day before the Closing for purposes of inspection in Fort Worth, Texas, or such other place as shall be mutually satisfactory to the Issuer and the Placement Agent.

7. **Conditions**. The Placement Agent has entered into this Bond Placement Agreement in reliance upon the representations and warranties of the Issuer and the District contained herein and to be contained in the documents and instruments to be delivered at the Closing, and upon the performance by the Issuer and the District, of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Placement Agent's obligations under this Bond Placement Agreement to privately place the Bonds shall be subject to the performance by the Issuer and the District of their respective obligations to be performed hereunder and under such documents and instruments executed at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of Issuer and the District contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of Closing, as if made on the date of Closing;

(b) At the time of the Closing, the Bond Ordinance, the Trust Agreements, and the Contracts shall be in full force and effect, and the Bond Ordinance, the Trust Agreements, and the Contracts shall not have been amended, modified or supplemented and the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent;

(c) At the time of the Closing, all official actions of the Issuer and the District related to the Contracts, the Bond Ordinance, the Trust Agreements, this Bond Placement Agreement and the Limited Offering Memorandum shall be in full force and effect and shall not have been amended, modified or supplemented;

(d) Neither the Issuer nor the District shall have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(e) At or prior to the Closing, the Placement Agent shall have received each of the following documents:

(1) The Limited Offering Memorandum executed on behalf of the Issuer by the Mayor and City Secretary of the Issuer and by the President and Secretary of the Board of Directors of the District;

(2) The Bond Ordinance certified by the City Secretary of the Issuer under its seal as having been duly adopted by the Issuer and as being in effect, with such changes or amendments as may have been agreed to by the Placement Agent and evidence of official action of the District approving the form of the Bond Ordinance;

(3) The Trust Agreements executed on behalf of the Issuer by the Mayor and City Secretary of the Issuer and by authorized officers of the Trustee;

(4) The opinion or opinions, dated the date of Closing, of Winstead, PC, Bond Counsel, in form and substance acceptable to the Placement Agent concerning the validity of the Bonds under Texas law, the excludability from gross income, for purposes of federal income taxes, of interest on the Bonds;

(5) The opinions, dated on or prior to the date of Closing, of the Attorney General of Texas, approving the Bonds and evidence of the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, all as required by law;

(6) The supplemental opinion, dated the date of Closing, of Winstead, PC, addressed to the Issuer, the Trustee, and the Placement Agent (i) with respect to the enforceability of the Trust Agreements and the Contracts, and (ii) to the effect that, in its capacity as Bond Counsel, such firm has reviewed the information contained under the captions "THE BONDS," "TAX PROCEDURES," "ASSESSMENT PROCEDURES," "THE ISSUER," "THE DISTRICT," "THE IMPROVEMENT DISTRICT," "LEGAL MATTERS," "TAX EXEMPTION," "CONTINUING DISCLOSURE OF INFORMATION," "APPENDIX B DEFINITIONS," "APPENDIX C - SUMMARY OF TRUST AGREEMENTS" "APPENDIX D - SUMMARY OF THE CONTRACTS" and "APPENDIX E - FORM OF BOND COUNSEL OPINION" contained in the Limited Offering Memorandum, and such firm is of the opinion that such information, fairly summarizes the procedures, law and documents referred to therein. The opinion of such firm shall also state that, based upon its participation in the preparation of the Limited Offering Memorandum, such Counsel has no reason to believe that the Limited Offering Memorandum (except for the financial statements and other financial and statistical data contained therein, as to which no view need be expressed), as of the date thereof, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(7) An opinion or opinions from Winstead, PC, Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Placement Agent to the effect that the Bonds are exempted securities as described in Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, to the extent provided in such Acts, and it is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Bond Ordinance and the Trust Agreements under the Trust Indenture Act of 1939, as amended;

(8) An opinion or opinions of McCall, Parkhurst & Horton L.L.P., Placement Agent's Counsel, dated the date of Closing, in form and substance satisfactory to the Placement Agent.

(9) An opinion of Norton Rose Fulbright US LLP, counsel to the Trustee, addressed to the Issuer and the Placement Agent, concerning the validity of the Trust Agreements;

(10) A certificate, dated the date of Closing, signed by the Mayor of the Issuer, to the knowledge of the Issuer, in his official capacity, to the effect that to his knowledge or belief (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing, as if made on the date of Closing; (ii) no litigation is pending or, to the knowledge of the Issuer, threatened in any court to restrain or enjoin the issuance or delivery of the Bonds, the payments under the Contracts, or the levy or collection of special assessments to pay the Special Assessment Revenues, respectively, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement, or contesting the powers of the Issuer or contesting the authorization of the Bonds, the Contracts, the Bond Ordinance, or the Trust Agreements, or contesting in any way the accuracy, completeness or fairness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum (but in lieu of or in conjunction with such certificate, the Placement Agent may, in its sole discretion, accept certificates or opinions of counsel of the Issuer that, in his or her opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) the information, descriptions and statements of or pertaining to the Issuer contained in the Limited Offering Memorandum, on the date thereof and on the date of delivery were and are true and correct in all material respects; (iv) insofar as the Issuer and its affairs, including its financial affairs, are concerned, the Limited Offering Memorandum did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements, including financial data contained in the Limited Offering Memorandum, of or pertaining to entities other than the Issuer and their activities are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and that the Issuer has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the Issuer has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the Issuer; and (vi) no event affecting the Issuer has occurred since the date of the Limited Offering Memorandum which should be disclosed in the Limited Offering Memorandum for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(11) A certificate, dated the date of Closing, signed by the President or Vice President of the Board of Directors of the District, in their official capacities, to the effect that to their knowledge or belief (i) the representations and warranties of the District contained herein are true and correct in all material respects on and as of the date of Closing, as if made on the date of Closing; (ii) no litigation is pending or, to the knowledge of the District, threatened in any court to restrain or enjoin the issuance

or delivery of the Bonds, or the levy or collection of the taxes pledged or to be pledged pursuant to the Contracts to pay Contract Revenues and on the levy or collection of special assessments to pay the Special Assessment Revenues, respectively, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Bond Ordinance, the Trust Agreements, the Contracts, or this Bond Placement Agreement, or contesting the powers of the District or contesting the authorization of the Bonds, the Contracts, the Bond Ordinance, or the Trust Agreements, or contesting in any way the accuracy, completeness or fairness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum (but in lieu of or in conjunction with such certificate, the Placement Agent may, in its sole discretion, accept certificates or opinions of counsel of the District that, in their opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) the information, descriptions and statements of or pertaining to the District contained in the Limited Offering Memorandum, on the date thereof and on the date of delivery were and are true and correct in all material respects; (iv) insofar as the District and its affairs, including its financial affairs, are concerned, the Limited Offering Memorandum did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements, including financial data contained in the Limited Offering Memorandum, of or pertaining to entities other than the District and their activities are concerned, such statements and data have been obtained from sources which the District believes to be reliable and that the District has no reason to believe are untrue in any material respect or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading; however, the District has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District; (vii) to the best of their knowledge, no event affecting the District has occurred since the date of the Limited Offering Memorandum which should be disclosed in the Limited Offering Memorandum for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect, and (viii) there has not been any material and adverse change in the financial condition of the District since September 30, 2016, the latest date as to which audited financial information is available.

(12) A certificate, dated the date of Closing, of an appropriate official of the Issuer to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of delivery of the Bonds, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

(13) An Investment Letter, dated on or before the date of Closing, substantially in the form attached to the Limited Offering Memorandum as Exhibit H, executed by an authorized officer of the Purchaser.

(14) A Certificate of Purchaser, dated on or before the date of Closing, in substantially the form set forth in Exhibit B hereto, executed by an authorized officer of the Purchaser.

(15) A certificate or letter of representation from the Developer (as defined in the Limited Offering Memorandum) to the effect that the information in the Limited Offering Memorandum under the captions "DEVELOPMENT OF THE DISTRICT AND FUTURE DEVELOPMENT," "THE CASTLE HILLS PROJECT," and "THE DEVELOPER" are true and correct in all material respects and do not omit to state any material fact necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading; and

(16) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel or Placement Agent's Counsel may reasonably request to evidence the truth, accuracy and completeness, as of the date hereof and as of the date of Closing, of the Issuer's and District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memorandum and the due performance and satisfaction by the Issuer and the District at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the District.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Placement Agreement shall be in form and substance satisfactory to Bond Counsel and Counsel to the Placement Agent.

8. **Termination**. The Placement Agent, by written notice to the Issuer, may terminate its obligation to place the Bonds at any time before Closing between the date of this Agreement and the Closing, if the market price or marketability of the Bonds or the ability of the Placement Agent to enforce contracts for the sale of the Bonds shall be materially adversely affected, in the sole judgment of the Placement Agent, reasonably exercised, by the occurrence of any of the following:

(a) (i) Legislation shall have been introduced in or enacted by the Congress of the United States, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any Committee of such House, or (ii) a decision shall have been rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or (iii) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (iv) a release or Limited Offering Memorandum shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which, in any such case described in clause (i), (ii),

(iii), or (iv), would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds or upon income of the general character to be derived by the Issuer, other than any imposition of federal income taxes upon interest received on obligations of the general character as the Bonds on the date hereof and other than as disclosed in the Limited Offering Memorandum.

(b) Any action shall have been taken by the Securities and Exchange Commission or by a court of competent jurisdiction which would require registration of any security under the Securities Act of 1933, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Bonds, or any action shall have been taken by any court or by any governmental authority of competent jurisdiction suspending the use of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority.

(c) (i) The Constitution of the State of Texas shall be amended or an amendment shall be proposed, or (ii) legislation shall be enacted, or (iii) a decision shall have been rendered as to matters of Texas law, or (iv) any order, ruling or regulation shall have been issued or proposed by or on behalf of the State of Texas by an official, agency or department thereof, affecting the tax status of the Issuer, the District, their respective property or income, its bonds (including the Bonds) or the interest thereon.

(d) A general suspension of trading in securities on the New York Stock Exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so or a material disruption in securities settlement, payment or clearance services in the United States shall have occurred.

(e) A national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Placement Agent.

(f) There shall have occurred any financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or the state bankruptcy laws by or against the State or any agency of the State;

(g) There shall have occurred (whether or not foreseeable) any (a) new material outbreak of hostilities (including, without limitation, an act of terrorism) or (b) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (c) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(h) An event described in Paragraph 6(j) hereof occurs which requires a supplement or amendment to the Limited Offering Memorandum, and such supplement or amendment is not agreed to by the Placement Agent.

(i) A general banking moratorium shall have been declared by authorities of the United States, the State of New York or the State of Texas.

(j) There shall have occurred any materially adverse change in the financial condition of the Issuer or the District, except for changes which the Limited Offering Memorandum discloses are expected to occur.

(k) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's or the District's obligations.

9. **Expenses**. The Placement Agent shall be under no obligation to pay and the Issuer shall pay any expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to: (i) the cost of the preparation, printing and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (including amendments or supplements thereto); (ii) the cost of the preparation and printing of the Bonds; (iii) the fees and expenses of Bond Counsel; (iv) the fees and disbursements of the Attorney General of Texas and the Issuer's and the District's accountants, advisors, and any other experts or consultants retained by the Issuer or the District; (v) issuance costs associated with CUSIP and DTC filing; (vi) the fees and expenses of the Trustee and Trustee's counsel; and (vii) the fees and expenses of Placement Agent's Counsel.

10. **Notices**. Any notice or other communication to be given to the Issuer under this Bond Placement Agreement may be given by delivering the same in writing at the address for the Issuer set forth above, and any notice or other communication to be given to the Placement Agent under this Bond Placement Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 5956 Sherry Lane, Suite 1900, Dallas, Texas 75225, Attention: Lori Sullivan. The approval of the Placement Agent when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing, signed by the Placement Agent and delivered to the Issuer.

11. **Parties in Interest**. This Bond Placement Agreement is made solely for the benefit of the Issuer, the District and the Placement Agent (including the successors or assigns of the Placement Agent) and no other person shall acquire or have any right hereunder or by virtue hereof. The representations, warranties and agreements contained in this Bond Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Placement Agent and (ii) delivery of any payment for the Bonds hereunder; and the Issuer's representations and warranties contained in Section 4 hereof and the District's representations and warranties contained in Section 5 hereof shall remain operative and in full force and effect regardless of any termination of the Bond Placement Agreement.

12. **Source of Payment**. All obligations of the Issuer hereunder shall be payable solely from the proceeds of the Bonds or the Contract Revenues and Special Assessments identified in the Trust Agreements.

13. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

14. **Severability**. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. **Business Day**. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. **Counterparts**. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. **No Personal Liability**. None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Placement Agent with any liability, or be held liable to the Placement Agent under any term or provision of this Agreement, or because of execution or attempted executing, or because of any breach or attempted or alleged breach, of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

18. **Effective Date**. Upon the execution of the acceptance hereof by the Issuer and the District the Bond Placement Agreement shall be effective as of the date set forth on the first page hereof, and shall be valid and enforceable as of the time of such effectiveness.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Title: _____

Accepted at ____ a.m./p.m. CDST this 17th day of July, 2017.

CITY OF LEWISVILLE, TEXAS

By:_____
City Manager

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-H

By: _____
President

EXHIBIT A

LIMITED OFFERING MEMORANDUM

EXHIBIT B

CERTIFICATE OF THE PURCHASER*

The undersigned, on behalf of ORIX, USA ("Purchaser"), hereby certifies as set forth below with respect to the purchase of the $_____ City of Lewisville, Texas Combination Contract Revenue and Special Assessment Utility System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) and $_____ City of Lewisville, Texas Combination Contract Revenue and Special Assessment Road System Bonds, Series 2017 (Lewisville Castle Hills Public Improvement District No. 6 Project) (collectively, the "Bonds").

The Purchaser is purchasing the Bonds as the first buyer of the Bonds at a purchase price equal to the principal amount thereof. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser is not acquiring the Bonds from the Issuer in consideration for the payment of property, other than money.

For purposes of this Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to a person (including an individual, trust, estate, partnership, association, company, or corporation) that is not an Underwriter, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to a person (including an individual, trust, estate, partnership, association, company, or corporation) that is not an Underwriter (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public) and (2) any person who has more than 50 percent common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Winstead, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED as of this _____, 2017.

ORIX, USA, as Purchaser

By:_____
Name:_____

* Bond Counsel may substitute its preferred form.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Director

DATE: July 17, 2017

SUBJECT: **Consideration of Three Variances to the 1996 Castle Hills Agreement Related to a Proposed Single-Family Residence at 1001 Excalibur Boulevard, as Requested by Jojy Koshy, President of Atrium Construction.**

BACKGROUND

The property is located at 1001 Excalibur Boulevard in Castle Hills. On May 23, 2017, the Castle Hills Architectural Review Committee reviewed the design proposal and gave an approval for the house plans with the condition that the applicant seek variances for items not compliant with Castle Hills agreement with the City of Lewisville.

ANALYSIS

Issues relating to variances to the Zoning Ordinance such as setbacks and height, for properties located within the City, are considered by the Zoning Board of Adjustment (ZBOA). ZBOA variances are granted based on hardship such as topography, lot configuration or other conditions provided such variance will not be contrary to the public interest where owing to special conditions, a literal enforcement of the Ordinance, will result in unnecessary hardship. Castle Hills, however, is not located in the City of Lewisville, but rather it is located in the City of Lewisville's Extra-Territorial Jurisdiction and does not have zoning. Per the 1996 Castle Hills Agreement, Castle Hills agreed to develop properties in accordance with City of Lewisville zoning categories and are listed as zoning designations. Castle Hills has received variances to zoning items in the past via variances by City Council to the 1996 Castle Hills Agreement. Two previous variances relating to setback encroachments were granted in February and May of 2015 for homes that were already constructed according to an incorrect survey. In this instance, the applicant is requesting a variance prior to construction.

The zoning designation for this property is Town Estate Single-Family Residential District (TE). The total building footprint for the proposed structure is approximately 9,326 square feet. Atrium Construction does not believe that the house at its current location poses any concern for the adjacent properties. Atrium Construction is requesting the following variances.

a) <u>To allow the single-family residence to encroach approximately five-feet into the 25-foot front yard setback</u>

The building is situated on a corner lot with a curved frontage to Excalibur Boulevard. The lot depth is reduced from 141 feet to approximately 64 feet as it moves from west to east.

The encroachments are concentrated on the east side of the lot where four corners and a circular element encroach over the setback, as illustrated in the exhibit. This is due in part to the curvature of the lot. Had this lot had more of a traditional square/rectangular configuration, this would not be an issue.

b) To allow the lot coverage to exceed the minimum 40% by 8.5% (48.5%)

The lot is approximately 0.55 acres (21,139 square feet) and the proposed building covers 9,325 square feet. The adverse effect of an additional 8.5% of lot coverage will be minor as 10,886 square feet of open space will still be present on the lot.

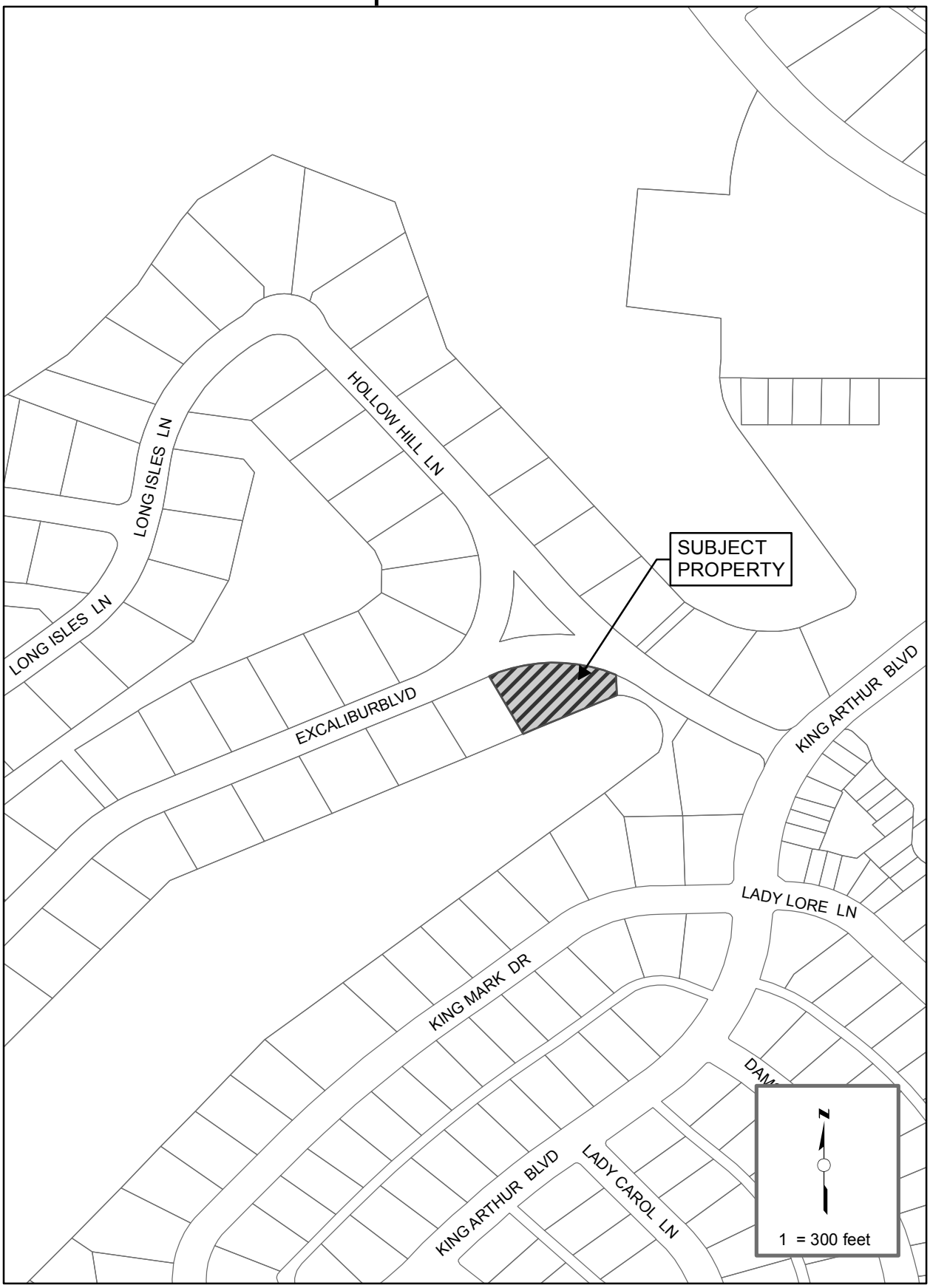
c) To allow the building height to exceed the minimum 35-feet by approximately 16-feet

The property slopes from front to back and gives the appearance of a two-story home from Excalibur Boulevard. As you move to the rear of the property the land slopes providing a basement level walkout to the backyard. When measuring height, it is taken from the lowest grade level, which in this instance is at the rear elevation, to the peak of the roof. In this case the height of the building is approximately 51 feet at the rear and approximately 37-feet at the front elevation.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the three requested variances as set forth in the caption above.

Location Map - 1001 Excalibur Blvd



Aerial Map - 1001 Excalibur Blvd

4675 IH 30, Ste. 102 • Mesquite, TX 75150
WWW.BUILDWITHATRIUM.COM

ATRIUM
CONSTRUCTION

June Sin
Planner
Economic Development & Planning
City of Lewisville, TX

July 12, 2017

RE: 1001 Excalibur, Lewisville
Variance Letter Request

Ms. Sin,
Please accept this letter as an explanation of the requested variance(s) for 1001 and 1005 Excalibur, Lewisville. The Castle Hills ARC has approved the plans for this property, subject to the variances from the City of Lewisville be granted.

The requested variances are as follows:

A. **To allow the single-family residence to encroach approximately five-feet into the 25-foot front yard setback**

This was a solution that both the ARC and the homeowner came together on, so that the house can be built within 1 lot of Enchanted Hills. This house is located on the corner and doesn't have any homes on the left side.

B. **To allow the lot coverage to exceed the minimum 40% by 9.5% (49.5%)**

This was requested by the Owner and approved by Castle Hills ARC and needing approval from City.

C. **To allow the building height to exceed the minimum 35-feet by approximately 16-feet**

Castle Hills ARC approved building height because this is a 3-story home with a walk out basement. This is also within a tolerable height approved by Denton County Fresh Water District.

Thank you in advance for your consideration for these requests. Please contact me with any questions or concerns regarding this application.

Best Regards,

Jojy Koshy
President and CEO
214-734-5659

Lot 3, Block A
Castle Hills Phase III Section C
City of Lewisville ETJ, Denton County, Texas

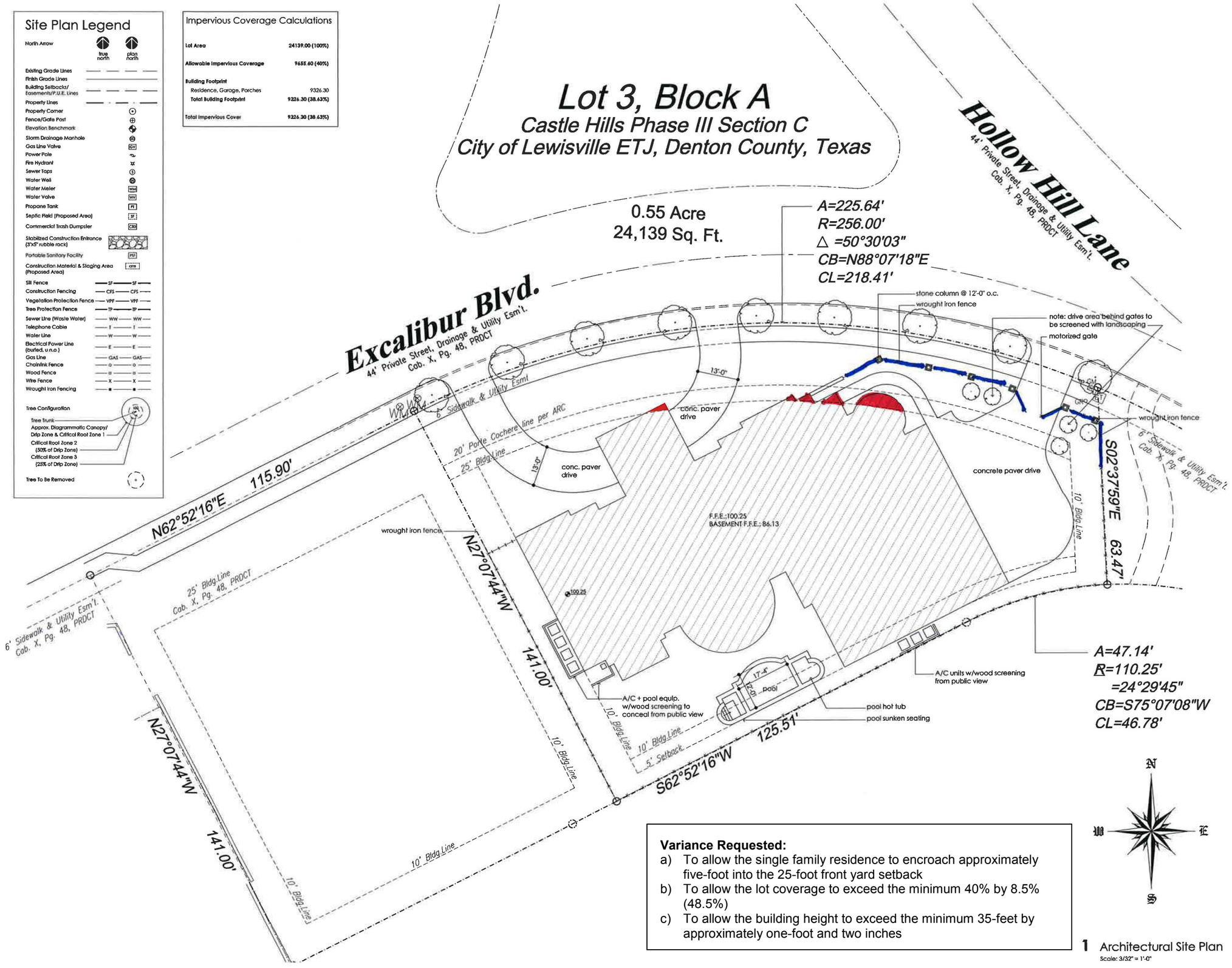
0.55 Acre
24,139 Sq. Ft.

Site Plan Legend

- North Arrow (true north / plan north)
- Existing Grade Lines
- Finish Grade Lines
- Building Setbacks/ Easements/P.U.E. Lines
- Property Lines
- Property Corner
- Fence/Gate Post
- Elevation Benchmark
- Storm Drainage Manhole
- Gas Line Valve (GV)
- Power Pole
- Fire Hydrant
- Sewer Taps
- Water Well
- Water Meter (WM)
- Water Valve (WV)
- Propane Tank (PT)
- Septic Field (Proposed Area) (SF)
- Commercial Trash Dumpster (CTD)
- Stabilized Construction Entrance (3"x5" rubble rock)
- Portable Sanitary Facility (PSF)
- Construction Material & Staging Area (Proposed Area) (CMS)
- Silt Fence — SF —
- Construction Fencing — CFS —
- Vegetation Protection Fence — VPF —
- Tree Protection Fence — TP —
- Sewer Line (Waste Water) — WW —
- Telephone Cable — T —
- Water Line — W —
- Electrical Power Line (buried, u.n.o.) — E —
- Gas Line — GAS —
- Chainlink Fence — O —
- Wood Fence — B —
- Wire Fence — X —
- Wrought Iron Fencing — I —
- Tree Configuration: Tree trunk; Approx. Diagrammatic Canopy/ Drip Zone & Critical Root Zone 1; Critical Root Zone 2 (50% of Drip Zone); Critical Root Zone 3 (25% of Drip Zone)
- Tree To Be Removed

Impervious Coverage Calculations

Lot Area	24139.00 (100%)
Allowable Impervious Coverage	9655.60 (40%)
Building Footprint	
Residence, Garage, Porches	9326.30
Total Building Footprint	9326.30 (38.63%)
Total Impervious Cover	9326.30 (38.63%)



Variance Requested:

a) To allow the single family residence to encroach approximately five-foot into the 25-foot front yard setback
b) To allow the lot coverage to exceed the minimum 40% by 8.5% (48.5%)
c) To allow the building height to exceed the minimum 35-feet by approximately one-foot and two inches

1 Architectural Site Plan
Scale: 3/32" = 1'-0"

ATRIUM FINE HOMES

ARCHITECT:
BMH ASBUILT-USA INC. TEXAS
ARCHITECTURE-ENGINEERING-CONSTRUCTION
SA'EED MAHBOUBI
ARCHITECT, PRESIDENT

STRUCTURAL ENGINEER:
CHILDRESS ENGINEERING
1701 N Collins Blvd #3000
Richardson, TX 75080

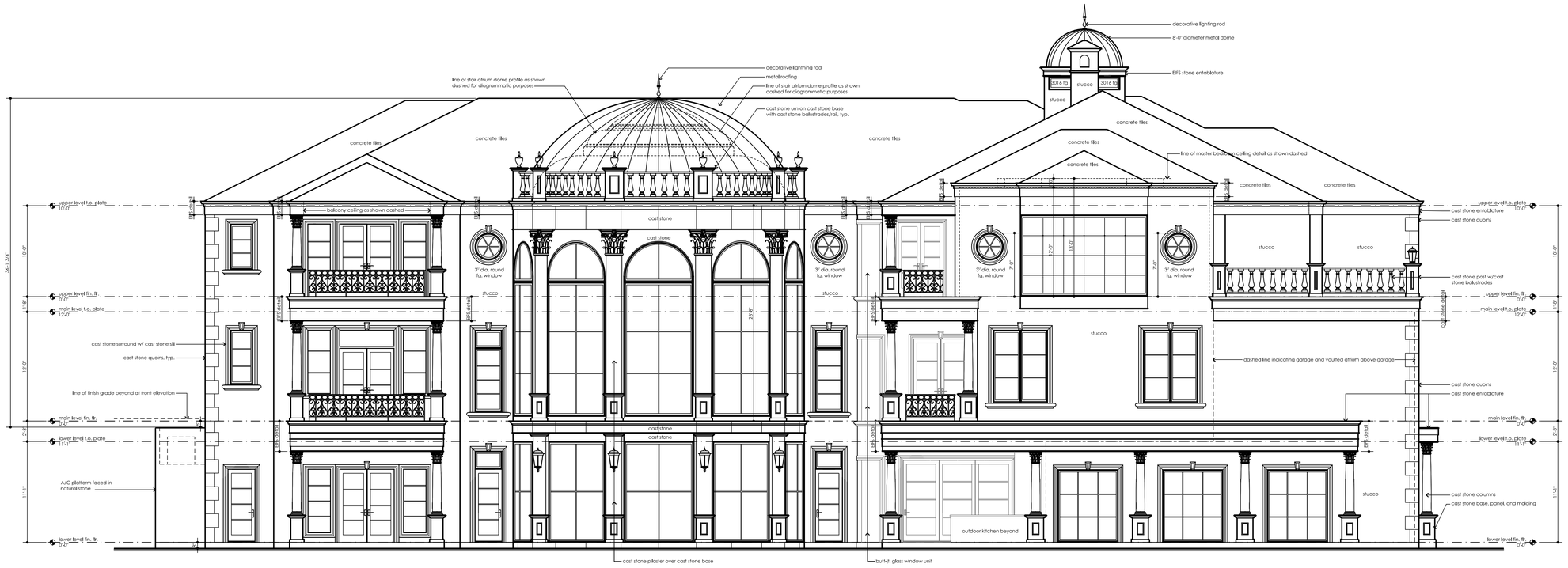
PRIVATE RESIDENCE FOR:
Lot 3, Block A, Excalibur Blvd.
Lewisville, TX

SHEET ISSUANCE:
05-08-2017
This sheet is released for:
- Client Review
- Arc. Review
- Permitting
- Permit Re-Submittal
- Bidding
- Construction
- Revision

SHEET TITLE:
Site Plan

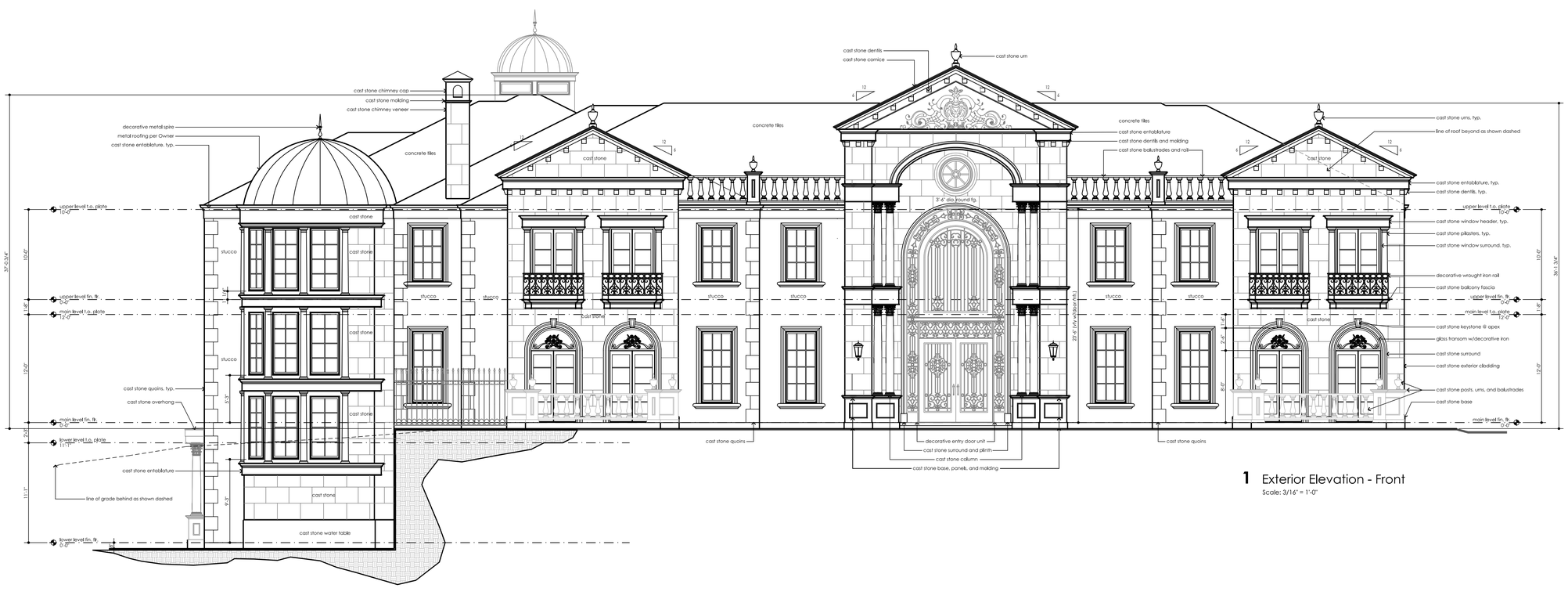
SHEET NUMBER:
A2.0A

Exhibit "A"



2 Exterior Elevation - Rear

Scale: 3/16" = 1'-0"



1 Exterior Elevation - Front

Scale: 3/16" = 1'-0"

ATRIUM FINE HOMES

ARCHITECT:

BMH ASBUILT-USA INC. TEXAS
ARCHITECTURE ENGINEERING CONSTRUCTION
SAEED MAHBOUBI
ARCHITECT, PRESIDENT

STRUCTURAL ENGINEER:

CHILDRESS ENGINEERING
1701 N Collins Blvd #3000
Richardson, TX 75080

PRIVATE RESIDENCE FOR:

Lot 3, Block A, Excalibur Blvd.
Lewisville, TX

SHEET ISSUANCE:

04-05-2017

This sheet is released for:

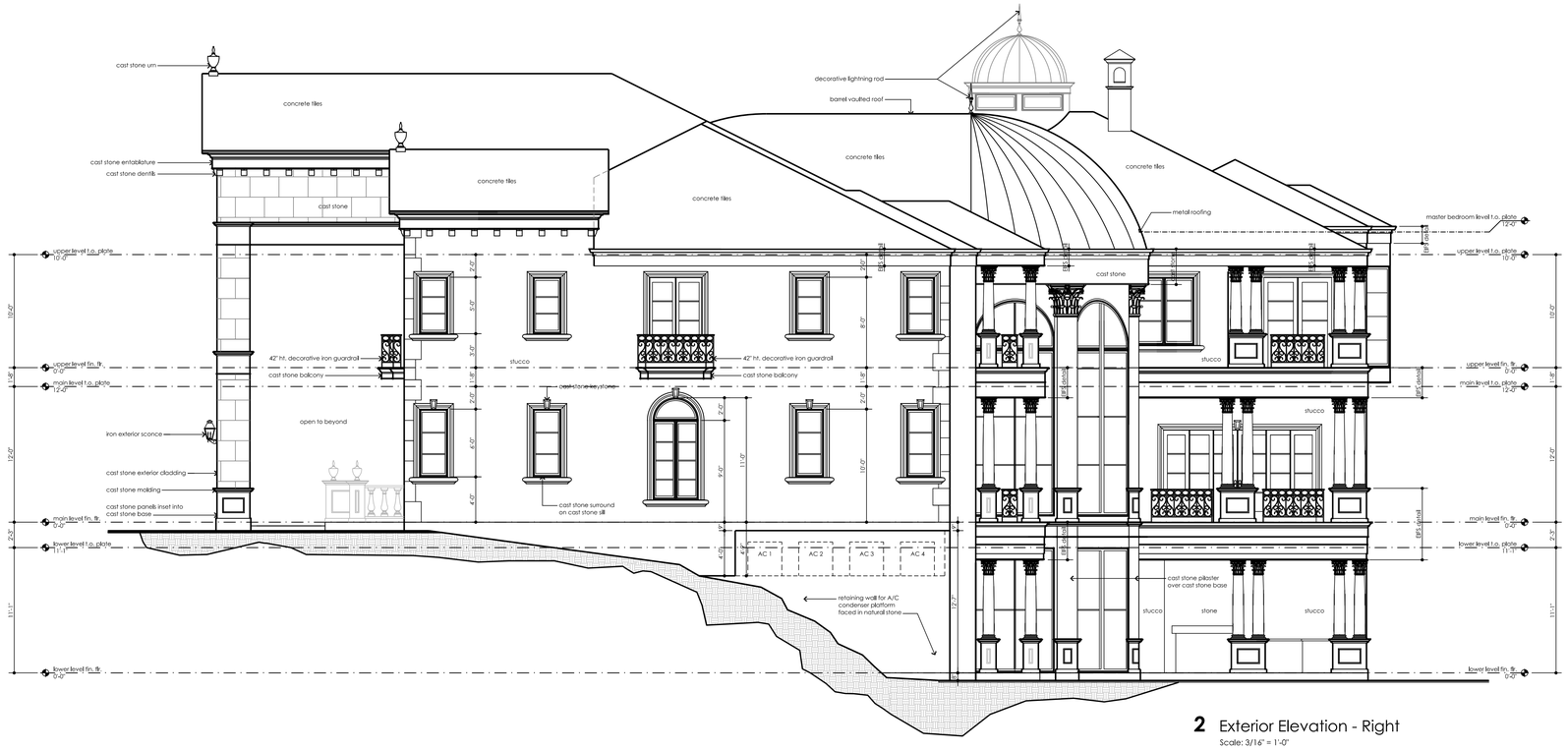
- Client Review
- Arc. Review
- Permitting
- Permit Re-Submittal
- Bidding
- Construction
- Revision

SHEET TITLE:

Exterior Elevations

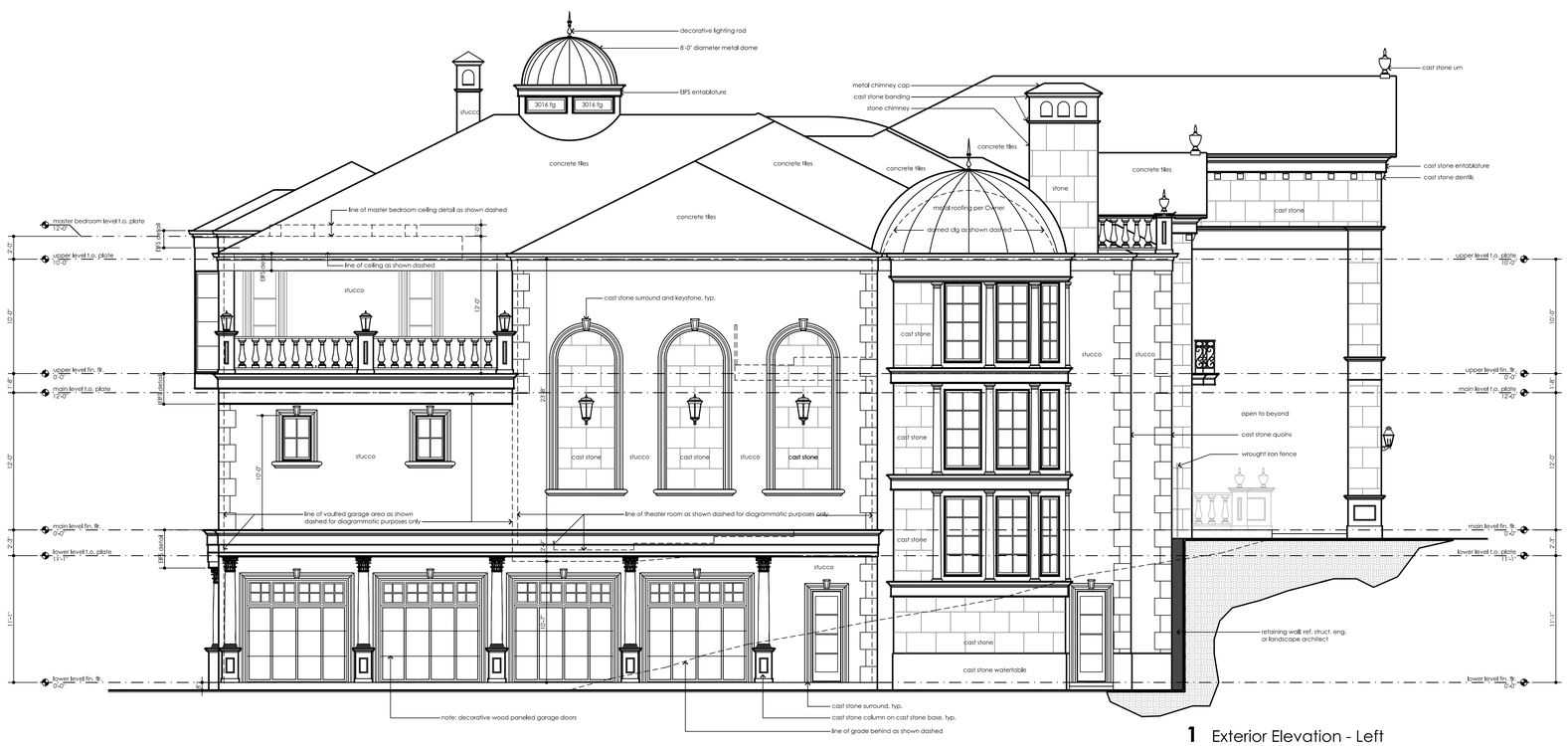
SHEET NUMBER:

A3.0



2 Exterior Elevation - Right

Scale: 3/16" = 1'-0"



1 Exterior Elevation - Left

Scale: 3/16" = 1'-0"

ATRIUM FINE HOMES

ARCHITECT:

BMH ASBUILT-USA INC. TEXAS
ARCHITECTURE ENGINEERING CONSTRUCTION
SAEED MAHBOUBI
ARCHITECT, PRESIDENT

STRUCTURAL ENGINEER:

CHILDRESS ENGINEERING
1701 N Collins Blvd #3000
Richardson, TX 75080

PRIVATE RESIDENCE FOR:

Lot 3, Block A, Excalibur Blvd.
Lewisville, TX

SHEET ISSUANCE:

04-05-2017

This sheet is released for:

- Client Review
- Arc. Review
- Permitting
- Permit Re-Submittal
- Bidding
- Construction
- Revision

SHEET TITLE:

Exterior Elevations

SHEET NUMBER:

A3.1

CASTLE HILLS ARCHITECTURAL REVIEW COMMITTEE

2520 King Arthur Blvd., Suite 200
Lewisville, Texas 75056
(972) 410-6500 Fax (972) 410-6601

May 23, 2017

Mr. Jojy Koshy
Atrium Fine Homes
4675 IH 30, Suite 102
Mesquite, Texas 75150

Re: 1001 Excalibur Blvd. ("Property")

Dear Mr. Koshy,

The Architectural Review Committee ("ARC") will consider plans for Suleman Bhimani's residence at the above address pursuant to the following conditions:

1. The Property is replatted to the original dimensions of Lots 3 and 4 Block A of the final plat of Castle Hills Phase III Section C, as recorded in Cabinet X Pages 48 and 49 of the Plat Records of Denton County, Texas on May 3, 2006;
2. The City of Lewisville ("City") grants you a variance for maximum lot coverage from 40% up to 48.5%;
3. The City grants a variance for the areas colored red on Exhibit "A", attached hereto and included herein for all purposes, encroaching into the front yard setback, and;
4. The City grants a variance for the fencing and gates located in the front of the front yard setback as depicted in blue on Exhibit "A".

When the replat with all three (3) variances is approved by the City, the ARC will grant variances for the setbacks, fence and gate encroachments and lot coverage so that the foot print of the house on Exhibit "A" can be built contingent upon approval of other required plans and submittals. This review does not diminish your responsibility to conform to the remaining requirements of the Enchanted Hill Design Guidelines or the Castle Hills Deed Restrictions.

Very Truly Yours,

The Architectural Review Committee

Attachment: Exhibit "A"

CC: Dale Selzer, Via E-Mail – dselzer@selzerarch.com

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Claire Swann, Assistant City Manager

DATE: July 17, 2017

SUBJECT: **Consideration of an Ordinance, Amending Chapter 6, Land Development Regulations, Article Six of the Lewisville City Code by Adding Section 6-184 to Provide for a Unified Sign Area.**

BACKGROUND

This ordinance allows for the creation of a unified sign area for multi-lot properties and is aimed at providing identification signage for business parks and commercial properties. This will allow more flexibility in the size and number of signs based on the area of the property and will permit design and architectural creativity to identify larger business parks in Lewisville.

ANALYSIS

Under our current ordinance, lots without adequate street frontage for sign purposes cannot place a sign on an adjacent lot with street frontage even if they have the permission of that property owner. This ordinance creates a process to allow adjacent property owners the ability to request the creation of a unified sign area, where such signage could be allowed and both lots would be treated as one for purposes of sign regulations.

A unified sign area could only be approved by staff on adjacent tracts of land where all affected property owners agree to the creation of the unified sign area. It would also require the lots within the unified sign area to already operate as if they were one lot – i.e. they share parking, landscaping, architectural design, etc. Any freestanding signs would have to be masonry monument signs that match the architecture of the buildings. A masonry border would also be required. EIFS would not be an approved material. One of the primary goals of this ordinance is to create a stream-lined and cost-effective process to allow businesses greater development rights. Simultaneously, it would reduce sign clutter (because properties would now be treated as one lot, thereby limiting the number of signs allowed) and we would require heightened development standards for these freestanding signs.

This ordinance also provides greater flexibility for business parks. Business parks, such as the Majestic Airport Center, would like to have signs identifying the business park exclusive of tenant signs. The current ordinance is very restrictive in creating these entry signs, requiring them to be on-premise signs on platted lots. The current ordinance also imposes size restrictions that make the business entrance signs small compared to the size of the buildings or area of the park. This ordinance allows greater flexibility and will enhance business parks by having a unified theme, architecture and material in the unified sign area.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the ordinance as set forth in the caption above.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING CHAPTER 6, LAND DEVELOPMENT REGULATIONS, ARTICLE IX OF THE LEWISVILLE CITY CODE BY ADDING SECTION 6-184 TO PROVIDE FOR A UNIFIED SIGN AREA; PROVIDING FOR A REPEALER, SEVERABILITY, A PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Lewisville has determined that for the health, welfare and safety of its citizens certain amendments to the Lewisville City Code, Chapter 6, Article IX, are necessary;

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

SECTION 1. Chapter 6, Article IX is hereby amended by adding the following new section:

Sec. 6-184 - Unified sign area.

(a) Notwithstanding anything to the contrary, multiple parcels or lots shall be treated as one lot for purposes of sign regulations if a unified sign area is approved. Unless otherwise provided herein, signs within the unified sign area must comply with the sign regulations set forth in chapter 11 of the city code.

(b) To apply for creation of a unified sign area, all property owners within the proposed area must jointly submit a sign coordination plan to the city requesting the creation of the unified sign area.

(1) The sign coordination plan shall include:

a. A site plan drawn to scale showing the location of existing and proposed signs in the proposed area and, if required by staff, on adjacent properties.

b. Elevations of all signs within the proposed area illustrating the materials of construction, colors, lighting, fonts of letters and dimensions of the signs. If the sign is to be attached to a building, the elevation shall be a composite of the sign and the building.

c. Elevations depicting the size of the signs in relation to the size of the buildings within the development.

d. Letters from all property owners within the proposed area requesting the creation of the unified sign area.

e. Any other information the Building Official, or his designee, deems necessary to illustrate the consistency and uniformity of the signs.

(c) The Building Official, or his designee, shall review the sign coordination plan and shall approve the creation of the unified sign area only if the sign coordination plan meets the following criteria.

(1) No parcels or lots shall already be included in another unified sign area.

(2) All parcels shall be contiguous, and development on said parcels must be united through common building architecture, building color, building materials, landscaping, access, and parking.

(3) All proposed signs shall be constructed of materials and designed to complement the buildings located within the proposed area. For purposes of these regulations, EIFS shall not be an approved material.

(4) Except for business park entry signs, all freestanding signs in a unified sign area shall be low profile monument signs. In addition to the other applicable regulations related to low profile monument signs, low profile monument signs in a unified sign area may have up to 60 square feet in area and shall have a minimum one (1) foot masonry border around the sign. A sign constructed entirely of masonry materials shall satisfy the border requirement.

(5) For business park entry signs, the following shall control within a unified sign area:

a. Maximum area is 60 square feet plus an additional 12 square feet for each five acres that exceed 20 acres. In no circumstance, shall a business park entry sign exceed 168 square feet in area.

b. For signs that are a maximum of 60 square feet, the setbacks shall be three (3) feet from any property line. For larger signs, the setback shall be 10 feet from any property line.

c. Maximum height is 10 feet measured from the finished grade to the top of the sign, but staff may allow exceptions for architectural embellishments.

d. Maximum number of business park entry signs shall be three (3) per unified sign area, plus an additional sign for each five acres that exceed 20 acres. The maximum number of signs shall not exceed seven (7) regardless of the size of acreage for the unified sign area. There are no limits related to the number of street entrances where business park entry signs may be located.

(d) Any proposed amendment to the approved sign coordination plan for an existing unified sign area, including changes to the placement or size of any sign appearing on the sign coordination plan, must be jointly submitted by all property owners in the area in writing to the city and approved by the Building Official or his designee, who shall approve the amendment if it is in compliance with the criteria outlined above.

(e) If a unified sign area or an amendment to an approved sign coordination plan is denied, any property owner within the proposed area may appeal the decision to the City

Manager's Office if such appeal is made in writing within ten days. The City Manager's decision shall be final.

(f) The Building Official or his designee may terminate a unified sign area if he finds that the unified sign area was obtained through fraud or deception. If all property owners currently in a unified sign area submit a written application for termination of the unified sign area, including letters from all property owners within the proposed area requesting the termination of the unified sign area, the Building Official or his designee shall terminate the unified sign area.

SECTION 2. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 4. PENALTY. Any person, firm or corporation who violates any provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than $500.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

SECTION 6. EMERGENCY. It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full

force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 17TH DAY OF JULY, 2017.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

TO: Mayor Rudy Durham
Councilman TJ Gilmore
Councilman R Neil Ferguson
Deputy Mayor Pro Tem Brandon Jones
Mayor Pro Tem Brent Daniels
Councilman Bob Troyer

FROM: Donna Barron, City Manager

DATE: July 6, 2017

SUBJECT: **Consideration of Changing the Name of the Lewisville Animal Shelter and Adoption Center to Gene Carey Animal Shelter and Adoption Center as Requested by Councilman TJ Gilmore.**

Gene Carey was born in Illinois and grew up in Oklahoma, moving to Lewisville in 1972 with his wife, Irene, and their two sons.

Carey served on the Lewisville Parks Board before being elected to the City Council in 1993, then won his first of four terms as Mayor in 2000. He was the 21st person to serve as mayor of Lewisville since the city incorporated in 1925, and he served in that office longer than any other person. While Mayor, he also served on the Animal Services Advisory Board, Lewisville Parks and Development Corporation, Lewisville Local Government Corporation, and the Community Relations Committee.

A well-known animal lover, Carey said one of his proudest achievements as mayor was advocating for construction of a new animal shelter, which opened in 2012 after he left office.

Community activities included longtime membership in Lakeland Baptist Church, volunteer work with Christian Community Action, and membership in Citizens Police Academy Alumni, Denton County Republican Men's Club, and Lewisville Economic Development Foundation. He was named Lewisville Citizen of the Year in 2009.

His service to the community did not stop when he retired from serving as the Lewisville's mayor. He went on to serve as chairman of the Arts Advisory Board and the Charter Review Commission, and as a board member of the Tax Increment Reinvestment Zone #2.

Photos of the three existing signs that have the current name (Lewisville Animal Shelter and Adoption Center) have been included. Should the City Council decide to move forward with changing the name as requested, the cost to revise these three signs will be $6,500.

LEWISVILLE ANIMAL SHELTER
AND ADOPTION CENTER

LEWISVILLE
ANIMAL SHELTER &
ADOPTION CENTER
995
NO PARKING

LEWISVILLE
ANIMAL SHELTER AND ADOPTION CENTER
2012

MAYOR
Dean Ueckert

CITY COUNCIL
Leroy Vaughn
R Neil Ferguson
TJ Gilmore
John Gorena
Rudy Durham

PAST CITY COUNCIL
Greg Tierney
David Thornhill
Lathan Watts

ANIMAL SERVICES
ADVISORY COMMITTEE
Dean Ueckert
Denise Jeffery
Judy Cromwell
Laura Wise
Nick Rudolph
Janice Magrini
Pam Henricks

PAST ANIMAL SERVICES
ADVISORY COMMITTEE
Gene Carey
Pat Jackson

CITY MANAGER
Claude King

COMMUNITY DEVELOPMENT
DIRECTOR
Eric Ferris

ARCHITECT
Quorum Architects, Inc.

GENERAL CONTRACTOR
Modern Contractors, Inc.

LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

OWNED BY THE RESIDENTS OF LEWISVILLE

LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

TO: Mayor Rudy Durham
Councilman TJ Gilmore
Councilman Bob Troyer
Councilman R Neil Ferguson
Deputy Mayor Pro Tem Brandon Jones
Mayor Pro Tem Brent Daniels

FROM: Julie Heinze, City Secretary

DATE: July 11, 2017

SUBJECT: CHARTER AMENDMENT ELECTION 2017

BACKGROUND

Per City Council direction the proposed ordinance is being submitted to call a Charter Amendment Election for November 7, 2017. Per the Texas Election Code, the election must be ordered by August 21, 2017 (at least 78 days prior to the election date). In an effort to have ample time to educate the public on the propositions, it is recommended that this election be called at this meeting.

ANALYSIS

Based on recent discussions with City Council, the following two propositions have been included in the proposed ordinance calling the election for the November 7, 2017:

Ballot Proposition 1

Should the charter be amended to provide that if, prior to January 1, 2023, the city makes an annexation that increases the geographic size of the city by at least eight percent, the city will convert to an election system using residential election districts—i.e., candidates will be required to live in a specified district but will continue to be elected by the vote of the entire city.

FOR _____

AGAINST _____

Ballot Proposition 2

Should the charter be amended to provide that city council vacancies for which the unexpired term is twelve months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining city council members, while vacancies for which the unexpired term is for more than twelve months shall be filled by a majority of the qualified voters voting in a special election; provided that all vacancies filed by appointment or election shall be for the remainder of the unexpired term of the office so filled.

FOR _____

AGAINST _____

LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

RECOMMENDATION

The City staff's recommendation is that the Council consider calling the election for the November uniform election date and adopt the proposed ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, CALLING AN ELECTION FOR VARIOUS CHANGES IN THE LEWISVILLE CITY CHARTER; SETTING A DATE FOR SAID ELECTION; PROVIDING FOR NOTICE THEREOF; AND DECLARING AN EMERGENCY.

WHEREAS, various changes have been recommended to make the Lewisville City Charter clearer and more functional; and,

WHEREAS, the City Council of the City of Lewisville is of the opinion that such changes should be voted on in an election for the voters to decide if the Lewisville City Charter should be changed; and

WHEREAS, it is in the best interest of the City of Lewisville to call an election regarding such changes in the home-rule Charter of the City of Lewisville, Texas;

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

SECTION I.
SETTING DATE FOR ELECTION

That a Charter amendment election is hereby ordered to be held on the 7th day of November, 2017, to be conducted jointly with other political subdivisions of both Denton and Dallas Counties, Texas, pursuant to Sections 31 and 271, Texas Election Code. Propositions hereinafter stated in Section III. shall be submitted to the qualified voters.

SECTION II.
FOR PURPOSES OF CLARITY

In Section III. hereafter, for purposes of clarity, the existing portion of the Charter provision is quoted in full. Language to be added is inserted in its appropriate place in the text and is underlined, while language to be deleted is typed in its existing form and marked through with a line. Examples: This language is added. ~~This language is deleted~~.

SECTION III.
CHANGES

The following changes shall be voted on by propositions, which shall be listed on the ballot in short form (Exhibit A) stating the substance of the change with a place to mark "for" or "against" such change.

PROPOSITION NO. 1

If, prior to January 1, 2023, the City of Lewisville annexes territory in one or more tracts that increases the geographic land mass of the City of Lewisville (excluding the area of Lake Lewisville) as it existed on November 7, 2017, by at least eight percent ("the triggering annexation"), the amendments set out in sections 3.01 and 3.02 below shall be added to the Lewisville city charter. If the triggering annexation does not occur prior to January 1, 2023, the amendments set out below will expire and the amending language set out below will not be added to the charter.

Section 3.01. Number, selection and term.

The legislative and governing body of the city shall consist of a mayor, and five (5) councilmembers, and shall be known and referred to as the "City Council of the City of Lewisville, Texas." All references made in this charter to "the city council" shall mean the duly elected mayor and five (5) councilmembers. The exercise of any power granted to the city council shall require an affirmative vote of at least three (3) councilmembers, with the mayor having no vote except as provided in section 3.01b. of this chapter.

a. The city shall be divided into five districts of relatively equal total population to be numbered 1 through 5 with each council district corresponding to the

council place of the same number. Persons serving in a council place shall reside in the district corresponding to that council place. The initial division of the city into council districts shall be made on the basis of population reported in the 2020 federal decennial census with subsequent revisions of district lines to reflect population changes as shown by the most recent federal decennial census. The mayor and the other members of the city council shall be elected from the city at large.

b. The mayor shall preside at meetings of the city council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the council. He shall not be entitled to vote as a member thereof, on legislative or other matters, except in case of a tie, when he shall have the right to cast the deciding vote.

c. At the regular city council election in 2002 council places 3, 4 and 5 shall be filled by filling one place for a three-year term and two places for two-year terms. The place to be filled for the three-year term shall be selected by lot. At the regular city council election in 2003 council places 1, 2 and the mayor shall be filled by electing one place for a two-year term and the mayor and one place for three-year terms. The place to be filled for the two-year term shall be selected by lot. At the regular city council election in 2004 and in all subsequent city council elections all council places and the mayor shall be filled for three-year terms. All persons elected shall hold office until one's successor is elected and qualified. All elections shall be held in the manner provided in article 5 of this charter.

Section 3.02. Qualifications.

The mayor and each member of the city council, in addition to having such other qualifications as prescribed by law, shall be a qualified voter of the city; shall have resided for at least one (1) year immediately preceding his election within the corporate limits of the City of Lewisville, or shall have been a resident for at least one (1) year immediately preceding his election of any territory not formerly within the corporate limits of said city, but which has been annexed to the city under the provisions of section 1.03 of this charter~~;~~. Members of the city council additionally shall have resided continuously in their council district for six months prior to the regular filing deadline for a place on the ballot, or in the case of an annexation or redistricting, have resided continuously for six months in a location that is in the council district on the date of the regular filing deadline for a place on the ballot. Additionally, the mayor and each member of the city council shall not be in arrears in the payment of any taxes or other liabilities due to the city; and shall not hold any

other office or employment under the city government while he is a member of said council.

The office of mayor or a councilman shall become vacant upon his death, resignation or removal from office in any manner authorized by law or by this charter. The city council shall also have the power and authority to declare, and may at its next regular meeting declare a vacancy to exist in the office of mayor or any councilman if such mayor or councilman:

a. Lacks at any time during his term of office any qualifications for the office prescribed by this charter or by law; or

b. Violates any expressed prohibition of this charter; or

c. Is convicted of a crime involving moral turpitude or a felony; or

d. Fails to attend three (3) consecutive regular meetings of the council without being excused by the council.

If such vacancy occurs, said vacancy shall be filled as set forth in section 3.06 of this charter.

PROPOSITION NO. 2

Section 3.06. Vacancies

All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.

SECTION IV.
CONDUCT OF ELECTION

The manner of conducting the Election must be in accordance with this Ordinance, the Charter of the City and the laws of the State of Texas applicable to the holding of a charter amendment election. The official ballots, together with such other election materials as are required by the Code, must be printed in both English and Spanish languages and must contain such provisions, marking and language as may be required by law.

SECTION V.
ELECTION PRECINCTS

The respective City election precincts (the "Election Precincts") for the election shall consist of the territory within those Denton County election precincts and Dallas County election precincts which are located within the corporate limits of the City. The polling places and county election precincts whose qualified voters shall cast ballots at such location in the City of Lewisville, 2017 City Charter Election, shall be determined per the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator.

Election polls shall be open from 7 a.m. until 7 p.m.

SECTION VI.
EARLY VOTING

Early voting dates, times and locations shall be determined per the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator. Both Election Administrators

shall be appointed to serve as the Early Voting Clerk and their permanent county employees are appointed as deputy early voting clerks in their respective jurisdictions.

SECTION VII.
NOTICES

All notices as required by law of such election shall be given by the City Secretary in accordance with the laws of the State of Texas, and such election shall be held in conjunction with, and at the same time as, the regular municipal election of the City of Lewisville.

SECTION VIII.
EMERGENCY

It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived, and this Ordinance shall be in full force and effect from and after its passage and approval.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ___ TO ___ ON THIS 17TH DAY OF JULY, 2017.

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, City Secretary

APPROVED AS TO FORM:

_____
Lizbeth Plaster, City Attorney

EXHIBIT A
CITY OF LEWISVILLE
CHARTER AMENDMENT ELECTION

PROPOSED BALLOT FOR CHARTER AMENDMENT ELECTION ON NOVEMBER 7, 2017

Ballot Proposition 1

Should the charter be amended to provide that if, prior to January 1, 2023, the city makes an annexation that increases the geographic size of the city by at least eight percent, the city will convert to an election system using residential election districts—i.e., candidates will be required to live in a specified district but will continue to be elected by the vote of the entire city.

FOR _____

AGAINST _____

Ballot Proposition 2

Should the charter be amended to provide that city council vacancies for which the unexpired term is twelve months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining city council members, while vacancies for which the unexpired term is for more than twelve months shall be filled by a majority of the qualified voters voting in a special election; provided that all vacancies filed by appointment or election shall be for the remainder of the unexpired term of the office so filled.

FOR _____

AGAINST _____

ATTENDANCE REPORT

BOARD/COMMISSION

Animal Services Advisory Committee

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
Brandon Jones Council Representative Place 1					N/M	N/M	N/M							0	0
Denise Jeffery Citizen at Large Place 2					N/M	N/M	N/M							0	0
Judy Cromwell Citizen at Large Place 3					N/M	N/M	N/M							0	0
Ethel Strother Staff Representative Place 4					N/M	N/M	N/M							0	0
Nick Rudolph Vice-Chairman Animal Welfare Organization Rep. Place 5					N/M	N/M	N/M							0	0
Jeanne Kule Citizen at Large Place 6					N/M	N/M	N/M							0	0
Marie S. Nygaard Veterinarian Representative Place 7					N/M	N/M	N/M							0	0

ATTENDANCE REPORT

BOARD/COMMISSION

ARTS ADVISORY BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
	4/18/17				P									2	0
CRAIG ROBERTSON	5/23/17					P									
PLACE NO. 1							NM								
(Business Located															
in Lewisville)															
	4/18/17				A									1	1
AL DE BERRY	5/23/17					P									
PLACE NO. 2							NM								
(Employed by hotel or															
other attraction)															
	4/18/17				P									1	1
BILL WATSON	5/23/17					A									
PLACE NO. 3							NM								
(Employed by Institution															
Learning in an Art Related															
Field)															
	4/18/17				P									2	0
SARAH HICKS	5/23/17					P									
PLACE NO. 4							NM								
(Arts Patron)															
	4/18/17				P									2	0
TONA I. SVOBODA	5/23/17					P									
PLACE NO. 5							NM								
(Lewisville Resident)															

BOARD/COMMISSION

ARTS ADVISORY BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
	4/18/17				P									2	0
DR. TRACI GARDNER-PETTEWAY	5/23/17					P									
PLACE NO. 6							NM								
(Lewisville Resident)															
	4/18/17				P									2	0
STEVE SOUTHWELL	5/23/17					P									
PLACE NO. 7							NM								
(Lewisville Resident)															
	4/18/17				P									2	0
KEN LANNIN	5/23/17					P									
PLACE NO. 8							NM								
CHAIRMAN															
(Lewisville Resident)															
	4/18/17				P									2	0
	5/23/17					P									
PEGGY ATKERSON							NM								
PLACE NO. 9															
VICE-CHAIRMAN															
(Lewisville Resident)															

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
CDBG ADVISORY COMMITTEE

REPORTING PERIOD
04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
TAMELA BOWIE PLACE NO. 1	4/4/17				p									4	2
	4/11/17				p										
	4/18/17				p										
	5/23/17					p									
	6/20/17						a								
	6/27/17						a/nm								
ERIC PAGE CHAIRMAN	4/4/17				p									5	1
	4/11/17				p										
	4/18/17				p										
	5/23/17					p									
	6/20/17						a								
	6/27/17						p/nm								
SARAH MCLAIN PLACE NO. 3	4/4/17				p									5	1
	4/11/17				p										
	4/18/17				p										
	5/23/17					p									
	6/20/17						p								
	6/27/17						a/nm								
DENIESE SHEPPARD PLACE NO. 4	4/4/17				p									6	0
	4/11/17				p										
	4/18/17				p										
	5/23/17					p									
	6/20/17						p								
	6/27/17						p/nm								
LATASHIA SHERROD PLACE NO. 5	4/4/17				p									5	1
	4/11/17				p										
	4/18/17				p										
	5/23/17					p									
	6/20/17						p								
	6/27/17						a/nm								
ROBERT PAUL VICE-CHAIRMAN	4/4/17				p									3	3
	4/11/17				p										
	4/18/17				a										
	5/23/17					a									
	6/20/17						p								
	6/27/17						a/nm								
DEBBIE FU PLACE NO. 7	4/4/17				p									5	1
	4/11/17				p										
	4/18/17				p										
	5/23/17					a									
	6/20/17						p								
	6/27/17						p/nm								

= No Meeting due to lack of quorum. * designates absence

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
WILLIAM MERIDITH PLACE NO. 1					NM	NM	NM							0	0
JOHN LYNG PLACE NO. 2					NM	NM	NM							0	0
MARYELLEN MIKSA PLACE NO. 3					NM	NM	NM							0	0
ALVIN TURNER PLACE NO. 4					NM	NM	NM							0	0
STEPHEN C BYARS PLACE NO. 5					NM	NM	NM							0	0
KRISTIN GREEN PLACE NO. 6					NM	NM	NM							0	0
JAMES DAVIS PLACE NO. 7					NM	NM	NM							0	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION
FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT & CRIME CONTROL AND PREVENTION DISTRICT

REPORTING PERIOD
04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
BRENT DANIELS PLACE NO. 1					NM										
						NM									
							NM								
														0	0
LEROY VAUGHN PLACE NO. 2					NM										
						NM									
							NM								
														0	0
R. NEIL FERGUSON PLACE NO. 3					NM										
						NM									
							NM								
														0	0
TJ GILMORE PLACE NO. 4					NM										
						NM									
							NM								
														0	0
BRANDON JONES PLACE NO. 5					NM										
						NM									
							NM								
														0	0
RUDY DURHAM PLACE NO. 6					NM										
						NM									
							NM								
														0	0

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE 2025 ADVISORY BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
DERIK HAYENGA					NM									0	1
						NM									
							A								
PLACE NO. 1															
ELENA CLAROS					NM									1	0
						NM									
							P								
PLACE NO. 2															
ROBERT SOLETE					NM									1	0
						NM									
							P								
PLACE NO. 3															
AMANDA FERGUSON					NM									1	0
						NM									
							P								
PLACE NO. 4															

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE 2025 ADVISORY BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
TAMELA BOWIE					NM									1	0
PLACE NO. 5						NM									
							P								
KRISTIN GREEN					NM									1	0
PLACE NO. 6						NM									
							P								
TOYA GANT					NM									1	0
PLACE NO. 7						NM									
							P								
KAREN LOCKE					NM									1	0
PLACE NO. 8						NM									
							P								
RAY HERNANDEZ					NM									1	0
PLACE NO. 9						NM									
							P								

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE HOUSING FINANCE CORPORATION

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
CHARLES EMERY PLACE NO. 1					NM										
						NM									
							NM								
														0	0
SHEILA TAYLOR PLACE NO. 2					NM										
						NM									
							NM								
														0	0
R.L. CRAWFORD PLACE NO. 3					NM										
						NM									
							NM								
														0	0
MARY E. SMITH PLACE NO. 4					NM										
						NM									
							NM								
														0	0
HURL SCRUGGS PLACE NO. 5					NM										
						NM									
							NM								
														0	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE INDUS. DEVEL. AUTH.

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
R.L. CRAWFORD PLACE NO. 1					NM										
						NM									
							NM								
														0	0
MARY E. SMITH PLACE NO. 2					NM										
						NM									
							NM								
														0	0
LEE MCCLINTON PLACE NO. 3					NM										
						NM									
							NM								
														0	0
HURL SCRUGGS PLACE NO. 4					NM										
						NM									
							NM								
														0	0
CHARLES EMERY PLACE NO. 5					NM										
						NM									
							NM								
														0	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION
LEWISVILLE PARKS & LIBRARY
DEVELOPMENT CORPORATION

REPORTING PERIOD
04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
TJ GILMORE					NM										
PLACE NO. 1						NM									
							NM								
														0	0
ROBERT SOLETE					NM										
PLACE NO. 2						NM									
							NM								
														0	0
KEN JUDKINS					NM										
PLACE NO. 3						NM									
							NM								
														0	0
R.NEIL FERGUSON					NM										
PLACE NO. 4						NM									
							NM								
														0	0
BRANDON JONES					NM										
PLACE NO. 5						NM									
(appointed 5/1/17)							NM								
														0	0
RUDY DURHAM					NM										
PLACE NO. 6						NM									
PRESIDENT							NM								
														0	0
DOUGLAS KILLOUGH					NM										
PLACE NO. 7						NM									
VICE-PRESIDENT							NM								
														0	0

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

LIBRARY BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
CHERYL MOORE PLACE NO. 1	4/19/2017				nm										
	5/17/2017					a									
	6/21/2017						nm								
														0	1
JENNIFER B LINDE PLACE NO. 2	4/19/2017				nm										
	5/17/2017					p									
	6/21/2017						nm								
														1	0
KATHALEEN RODRIGUEZ PLACE NO. 3	4/19/2017				nm										
	5/17/2017					a									
	6/21/2017						nm								
														0	1
JEAN FERGUSON PLACE NO. 4	4/19/2017				nm										
	5/17/2017					a									
	6/21/2017						nm								
														0	1
GAIL T. ROBISON PLACE NO. 5	4/19/2017				nm										
	5/17/2017					p									
	6/21/2017						nm								
														1	0
ROSARIO KLIER PLACE NO. 6	4/19/2017				nm										
	5/17/2017					p									
	6/21/2017						nm								
														1	0
CAROLYN RICHARD PLACE NO. 7	4/19/2017				nm										
	5/17/2017					p									
	6/21/2017						nm								
														1	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

OIL AND GAS ADVISORY BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
DAVE LEOPOLD PLACE NO.1					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM							0	0
JENNIFER WHITAKER PLACE NO. 2					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM							0	0
BOBBY DOLLAK PLACE NO. 3					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM							0	0
STEVE SOUTHWELL PLACE NO. 4 RESIDENT					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM							0	0
AARON THESMAN PLACE NO. 5					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM							0	0
KATHI STOCK PLACE NO. 6					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM							0	0
CAROL M. TOMKOVICH PLACE NO. 7					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM								
					NM	NM	NM							0	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

OLD TOWN DESIGN REVIEW COMMITTEE

REPORTING PERIOD

04/01/2017 - 06/31/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
	4/10/2017				A										
CASEY DUNN	4/24/2017				P									2	2
ERUM ALI	5/8/2017					A									
(APPOINTED: 6/19/17)	5/22/2017					P									
	6/12/2017						---							1	0
PLACE NO. 1	6/26/2017						P								
	4/10/2017				P										
	4/24/2017				P										
AMANDA FERGUSON	5/8/2017					P								6	0
	5/22/2017					P									
PLACE NO. 2	6/12/2017						P								
CHAIRPERSON	6/26/2017						P								
	4/10/2017				P										
	4/24/2017				P										
SHARON ELLIS	5/8/2017					P								5	1
	5/22/2017					A									
PLACE NO. 3	6/12/2017						P								
VICE-CHAIRPERSON	6/26/2017						P								
	4/10/2017				P										
	4/24/2017				A										
ANDREA FOWLER	5/8/2017					A								4	2
PLACE NO. 4	5/22/2017					P									
	6/12/2017						P								
	6/26/2017						P								

ATTENDANCE REPORT

BOARD/COMMISSION

OLD TOWN DESIGN REVIEW COMMITTEE

REPORTING PERIOD

04/01/2017 - 07/31/2017

MEMBERS		MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
	4/10/2017				P										
DOUG KILLOUGH	4/24/2017				A									3	1
JACK TIDWELL	5/8/2017					P									
(APPOINTED 6/19/17)	5/22/2017					P								1	0
	6/12/2017						---								
PLACE NO. 5	6/26/2017						P								
	4/10/2017				P										
	4/24/2017				P										
BILL PECK	5/8/2017					P								6	0
	5/22/2017					P									
ARCHITECT	6/12/2017						P								
(NON-VOTING)	6/26/2017						P								

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

PARK BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
JIM DOMER PLACE NO. 1	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0
WILLIAM SHULL PLACE NO. 2	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0
RICHARD OROPEZA PLACE NO. 3	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0
ROBERT TROYER PLACE NO. 4	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0
ROBERT SOLETE PLACE NO. 5 CHAIRMAN	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0
JAMES COLLIER PLACE NO. 6	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0
MICHAEL POPE PLACE NO. 7	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

PARK BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
DAVID ADKISSON PLACE NO. 8	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0
CALLY BROWNING PLACE NO. 9 VICE CHAIRMAN	4/12/2017				NM										
	5/10/2017					NM									
	6/14/2017						NM								
														0	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

PLANNING & ZONING COMMISSION

REPORTING PERIOD

04/01/2017 - 06/31/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
WILLIAM MEREDITH PLACE NO. 1 VICE-CHAIRMAN	4/4/17				P									5	1
	4/18/17				P										
	5/2/17					P									
	5/16/17					P									
	6/6/17						P								
	6/27/17						A								
JOHN LYNG PLACE NO. 2	4/4/17				P									4	2
	4/18/17				P										
	5/2/17					A									
	5/16/17					P									
	6/6/17						A								
	6/27/17						P								
MARYELLEN MIKSA PLACE NO. 3	4/4/17				P									4	2
	4/18/17				P										
	5/2/17					P									
	5/16/17					A									
	6/6/17						P								
	6/27/17						A								
ALVIN TURNER PLACE NO. 4	4/4/17				P									6	0
	4/18/17				P										
	5/2/17					P									
	5/16/17					P									
	6/6/17						P								
	6/27/17						P								
KAREN LOCKE PLACE NO. 5	4/4/17				P									6	0
	4/18/17				P										
	5/2/17					P									
	5/16/17					P									
	6/6/17						P								
	6/27/17						P								

BOARD/COMMISSION

PLANNING & ZONING COMMISSION

04/01/2017 - 06/31/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.															
KRISTIN GREEN PLACE NO. 6 CHAIRMAN	4/4/17				P									5	1
	4/18/17				P										
	5/2/17					A									
	5/16/17					P									
	6/6/17						P								
	6/27/17						P								
JAMES DAVIS PLACE NO. 7	4/4/17				P									6	0
	4/18/17				P										
	5/2/17					P									
	5/16/17					P									
	6/6/17						P								
	6/27/17						P								

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TAX INCREMENT REINVESTMENT
ZONE, NUMBER ONE

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
TAMELA BOWIE														1	0
PLACE NO. 1	6/22/2017						P								
ANDREA FOWLER														1	0
PLACE NO. 2	6/22/2017						P								
VACANT														0	0
PLACE NO. 3	6/22/2017						---								
KELLIE F. STOKES														1	0
PLACE NO. 4	6/22/2017						P								
CHAIRPERSON															
BILL PECK														1	0
PLACE NO. 5	6/22/2017						P								
DONNA KEARNS														1	0
PLACE NO. 6	6/22/2017						P								
FRED WHITFIELD														1	0
PLACE NO. 7	6/22/2017						P								

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

NQ = No Quorum

NM = No Meeting

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TAX INCREMENT REINVESTMENT
ZONE, NUMBER TWO

REPORTING PERIOD
04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
CHIP TABOR PLACE NO. 1	6/22/2017						P							1	0
PHILLIP HUFFINES PLACE NO. 2	6/22/2017						A							0	1
MICHELLE D. VINER PLACE NO. 3	6/22/2017						A							0	1
JOHN LYNG PLACE NO. 4	6/22/2017						P							1	0
JAMES DAVIS PLACE NO. 5	6/22/2017						A							0	1
TANYA MASSENGALE PLACE NO. 6	6/22/2017						P							1	0
RONNI CADE PLACE NO. 7	6/22/2017						P							1	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

NQ = No Quorum

NM = No Meeting

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

TRANSPORTATION BOARD

REPORTING PERIOD

04/01/2017 - 06/30/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
WILLIAM MERIDITH PLACE NO. 1					NM	NM	NM							0	0
JOHN LYNG PLACE NO. 2					NM	NM	NM							0	0
MARYELLEN MIKSA PLACE NO. 3 ZBOA REP.					NM	NM	NM							0	0
ALVIN TURNER PLACE NO. 4					NM	NM	NM							0	0
KAREN LOCKE PLACE NO. 5					NM	NM	NM							0	0
KRISTIN GREEN PLACE NO. 6					NM	NM	NM							0	0
JAMES DAVIS PLACE NO. 7 CHAIRMAN					NM	NM	NM							0	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

ZONING BOARD OF ADJUSTMENT

REPORTING PERIOD

04/01/2017 - 06/31/2017

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
TOM JENSEN	4/5/2017				NM									2	0
CHAIRMAN	5/3/2017					P									
PLACE NO. 1	6/7/2017						P								
ANTONIO GALLIZZI	4/5/2017				NM									1	1
VICE-CHAIRMAN	5/3/2017					P									
PLACE NO. 2	6/7/2017						A								
JAMES COLLIER	4/5/2017				NM									2	0
PLACE NO. 3	5/3/2017					P									
	6/7/2017						P								
DOUGLAS HICKS	4/5/2017				NM									1	1
PLACE NO. 4	5/3/2017					P									
	6/7/2017						A								
MARYELLEN MIKSA	4/5/2017				NM									1	1
PLACE NO. 5	5/3/2017					P									
P&Z REPRESENTATIVE	6/7/2017						A								
WINSTON EDMONDSON	4/5/2017				NM									2	0
ALTERNATE #1	5/3/2017					P									
	6/7/2017						P								
AUDRA SMOLINSKI	4/5/2017				NM									1	1
ALTERNATE #2	5/3/2017					A									
	6/7/2017						P								

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Matt Grebliunas, Human Resources Director

DATE: July 12, 2017

SUBJECT: HEALTH PLAN REPORT

BACKGROUND

The City of Lewisville has provided a health insurance plan through a partially self-insured program since 1990 using various Third Party Administrators (TPA) and provider networks. Per Administrative Policy 2.15.1 – Comprehensive Medical Plan, the City Manager functions as the Plan Administrator and is responsible for the development, administration and execution of the plan of benefits. The policy requires staff to submit a report to Council annually explaining the proposed changes to the plan of benefits and changes in employee premiums.

The plan year runs October through September matching the City's fiscal year. The partially self-funded health plan concept allows staff to set the rates charged to employees for various levels of coverage as well as the "employer rate" the City charges itself per budgeted position. The rates are based on administrative costs (individual and aggregate stop loss insurance and TPA services), claims costs, and medical inflation. All premiums from both the City and the employees are placed in the health fund that was established under Chapter 172 of the Local Government Code as a risk pool. Essentially, a risk pool is a trust for the collection and investment of contributions and the payment of benefits. Once the money is placed into the trust, it cannot be used for anything other than the payment of health benefits for City of Lewisville employees and retirees and their dependents. The City strives to balance the reserves to ensure the employees are receiving the best benefit with a proper balance between the employer rate and the employee rate.

Currently, Cigna provides claim administration services as well as both the individual and aggregate stop loss contracts. However, with current agreements expiring September 30, 2017, the City went out to bid this past April, for Medical – TPA/Stop Loss/PBM, Dental, Vision, EAP, FSA, and GAP insurance, receiving over 25 proposals on these products and services. Based upon the weighted scoring criteria, it has been recommended by the City's benefits consultant to renew with each of the current carriers. All were able to deliver competitive pricing, along with large network access, and have all been a partner of choice for several years already creating a relationship and trust for the City along with the employees. Staff will provide a final recommendation to Council in August for approval.

Under the City's partially self-insured plan, the City is responsible for the first $175,000 of each claim with individual stop loss (ISL) coverage for all claims in excess of this amount. Last year, the ISL was increased from $150,000 to $175,000 to help mitigate the expected increase in Stop Loss premiums. Aggregate stop loss insurance provides overall plan protection by assuring that insurance coverage is provided when total claim payments exceed a specified amount. During the 2015-2016 plan year, 65 plan participants had claims that exceeded $25,000 including 10 individuals whose claims exceeded $150,000 resulting in Cigna's payment of $3,233,110 in individual stop loss reimbursements. The 65 high claimants resulted in $8M dollars of claims expense. Through June of this year, there have been 44 plan participants who have exceeded $25,000 including four whose claims have exceeded $175,000 resulting in Cigna's payment of $456,090 in individual stop loss reimbursements.

ANALYSIS AND RECOMMENDATIONS

The City of Lewisville continues to see significant increases in costs related to the health plan. From FY 2014-15 to FY 2015-16, the City's pharmacy costs increased by 11.18% and medical claims experience increased by 29.02%. As of the end of May 2017, the Health Plan has 39 members with claims exceeding $25,000 for a total spend of $2,951,644. Of that, the City has been reimbursed $406,913, resulting in less than 3% of the covered lives accounting for 60% of total cost of claims thus far this fiscal year. This is compared to the previous year where at this same time, the Health Plan had already been reimbursed $2,557,951 in reinsurance payments. While the 2016-17 plan year is running in line with projected claims, plan changes and rate increases are required to assist in keeping plans affordable and employer cost shares in line while battling increases in claim projections year after year.

EXPENSES	2014-15	2015-16	Total Increase
RX Costs	$1,569,685	$1,745,119	11.18%
Medical/Dental Claims	$5,571,597	$7,188,219	29.02%
TPA/Reinsurance/Expenses	$1,752,071	$2,052,955	17.17%
TOTAL	**$8,893,353**	**$10,986,293**	23.53%

EXPENSES	2015-16	2016-17 Estimated	Estimated Increase
RX Costs	$1,745,119	$1,735,012	(0.58%)
Medical/Dental Claims	$7,188,219	$6,338,988	(11.81%)
TPA/Reinsurance/Expenses	$2,052,955	$2,258,079	9.99%
TOTAL	**$10,986,293**	$10,332,079	(5.95%)

For Fiscal Year 2016-17, the City will increase its annual contribution per employee from $12,353 to $13,769 (11.46%). This increase in the City contribution is a significant impact to the budget and has been absorbed in the FY 2017-18 budget ($844,347 General Fund). In addition to the increase to the employer rate, employee premiums are increasing 3% on the HRA and H.S.A. plans. The CAT plan premiums will incur a $15 aggregate increase. The CAT plan was originally created to provide employees with an affordable alternative to the more expensive H.S.A. and HRA plans. However, due to Health Care Reform, in 2014, limits on out-of-pocket maximums were put in place, forcing the CAT plan to lower its individual out-of-pocket maximum from $10,000 to $6,350 (including deductible). Between the increasing premiums to the H.S.A and HRA and the new out-of-pocket max, the CAT plan has become more attractive to employees and as a result, there has been a shift in participation. Also, by making such a significant change to the CAT plan, it became much more actuarially equivalent to the H.S.A, but the employer cost share was not adjusted to line up with the change. As a result, the Employee premiums on the CAT plan need to be increased at a higher rate to better align the percentage the City contributes compared to the other two plans.

The City will continue to add a $25 per month surcharge for employees who do not participate in the wellness screenings and an additional $25 for dependent spouses who do not participate in the wellness screenings. In addition, employees will continue to pay a $25 per month surcharge if they use tobacco products. Historically few employees are affected by the surcharge. This plan year, 70 employees pay a tobacco surcharge and 42 employees pay a wellness surcharge.

The Human Resources staff continues to focus on the Wellness program in an effort to reduce the number of chronic illnesses that often result in these large claims. As you know, Council approved an agreement with Marathon Health to open a joint employee clinic with the City of Coppell in 2014. Marathon's focus is on wellness and prevention; however, patients are also encouraged to use the Center for acute care.

While the City continues to see unexpected high claims, the Wellness Center has helped to control costs for preventive and acute visits as well as improve the health of employees and their dependents. For the 12-month period of June 2016 through May 2017, the clinic reported 858 Coaching visits and 921 Acute Care visits. Because of the high utilization, the clinical team has the ability to identify those that are high risk or have a chronic condition. Of the 1472 members on the City of Lewisville Health Plan, 675 of those fall into the high and chronic population. As of the end of May, the clinic has engaged 82.34% of those members in treatment or coaching.

The Human Resources staff receives numerous emails and phone calls from employees thanking the Council and City staff for providing the Wellness Center and complimenting the Marathon

staff who run the facility. Staff has also seen employees whose health was at risk, begin making progress toward normal ranges. Blood Pressure and Cholesterol have been two key areas of focus for employees and dependents to improve. During the past 12-months, the clinic reports 61% of patients with high blood pressure and 43% with high total cholesterol have made progress toward normal range. These positive changes can be attributed to the medical staff and Marathon's disease management program.

The Wellness Works Health Center is the foundation for the City of Lewisville's Wellness Plan by incenting wellness exams and biometrics for employees and their covered spouses. The participation in the Wellness programs continues to increase annually. This is the third year the City has utilized Marathon's Wellness Portal to administer and track wellness activities. Currently, there are over 150 employees participating in a variety of activities that include the Annual 5k, LLELA hike, weekly CrossFit workouts, and counting daily steps with an approved tracking device. By participating in these healthy activities, employees earn points throughout the year and have the opportunity to receive a wellness incentive. As part of the incentive for the year, points are awarded based on the employee's biometric results. This is the first step in progressing the wellness program from participation based to outcome based. This holds the employee more accountable for their health and is a more aggressive approach to wellness.

For Fiscal Year 2017-18, staff is recommending that the plan continue to encourage and reward participation in the Wellness Program. To meet the wellness initiative, employees covered under the City's health insurance and any covered spouses are required to complete a biometrics visit at the Wellness Works Health Center. This past year, 92% of employees and 89% of spouses completed their biometrics. This greatly surpasses the national average of 46% participation in screening activities, based on a recent RAND employer survey. It is important to point out again that the high participation in the biometric tests gives the clinical staff at the Wellness Center a much better opportunity to prevent and treat high-risk chronic conditions.

HEALTH CARE REFORM REQUIREMENTS

For Plan Year 2016-17, Health Care Reform continues its taxes and fees that affect the City of Lewisville Health Plan because of the Affordable Care Act (ACA). Two of these fees, the Transitional Reinsurance Fee and the Patient Centered Outcomes Research Institute (PCORI) Fee, are paid to the federal government directly by the City.

The Patient-Centered Outcomes Research Institute (PCORI) Fee helps fund research that evaluates and compares health outcomes, clinical effectiveness, and the risks and benefits of medical treatments and services. The fee is in effect from 2012 to 2019 and is assessed on each covered life (employees, retirees, spouses and dependents). For 2013, the fee was $1 per covered life per year, which equated to $1443 for the City of Lewisville. In 2014, the fee increased to $2

per covered life, which equated to $2,916. Beginning in 2015, the fee was indexed for medical inflation. In FY 2017-18, the fee is $2.26 per covered life and cost the City $3,275. The fee will not apply to plan years ending after Sept. 30, 2019.

The Transitional Reinsurance Fee was in place from 2014 to 2016. Reinsurance payments made are to reduce the uncertainty of insurance risk in the individual market by partially offsetting issuers' risk associated with high-cost enrollees. For 2014, the fee was $63 per covered life equating to $91,476. That fee dropped to $44 for 2015, which equated to $64,181. In 2016, the fee dropped to $27 per covered life equating to a final payment of $32,292.

PLAN CHOICES AND RECOMMENDED PLAN CHANGES

Currently, the City offers employees a choice between three health plans, which are consumer driven plans with higher deductibles and no co-payments. The City has continued to educate employees on becoming wiser consumers of health care by managing their Health Reimbursement Account and Health Saving Account funds and with utilizing Flexible Spending Accounts.

Below is a plan comparison of the benefits under each medical plan. Plan design changes that apply to all three medical plans for FY 2017-18 are noted below:

- Cigna's Network Savings Program will be removed effective October 1, 2017. This secondary program enables plan participants and their dependents to receive discounts for out-of-network services at practitioners, hospitals, and ancillary facilities nationwide. Cigna's Network Savings Program supplements the current networks and delivers claim cost savings on many services provided by healthcare professionals and facilities not covered by the current networks. By removing this cost containment program the plan will save an estimated ($309,000). All out-of-network claims will begin paying at 110% of Medicare. Employees will continue to be encourage to utilize In-Network doctors and facilities. The only exception are radiology, anesthesiology, and pathology claims. Those claims are enhanced to In-Network as long as the patient is using an In-Network facility and doctor for surgical procedures.

- Implementation of Cigna 90 Now, where customers are given the option to fill 90-day prescriptions for maintenance mediations at a participating network pharmacy. There are 68,000 retail pharmacies participating in the Cigna 90 Now Network. All pharmacies can fill 30-day prescriptions and a subset of pharmacies, approximately 29,000, can fill 90-day prescriptions. Customers will still be able to fill 90-day prescriptions through Cigna

Home Delivery. This new benefit is estimated to save the plan ($17,640) through better discounts.

- The CAT plan preferred provider network will shift from the Open Access Plus (OAP) network to the LocalPlus Network. This is the same network the HRA plan moved to in 2016. LocalPlus is a smaller network of participating healthcare professionals, specialists and hospitals within the larger OAP network. This network is made up of high efficiency doctors and hospitals that have a proven history to save dollars based on quality of care and claim spend. This network change has an estimated plan savings of ($225,860).

CAT PLAN – (Catastrophic Plan)

- Local Plus network
- Indemnity Plan (fee for service like the HRA Plan but higher deductibles)
- Individual in-network deductible is $5,000
- Out of Pocket Maximum – $1,350
- Individual out of network deductible is $10,000 and additional $10,000 of out of pocket costs necessary to meet the Out of Pocket Maximum.
- Family in-network deductible is $10,000
- Out of Pocket Maximum – $2,700
- Family out of network deductible is $20,000 and additional $20,000 of out of pocket costs necessary to meet the Out of Pocket Maximum.
- Pharmacy Retail: 10% Generic, 30% Preferred Brand, and 40% Non-Preferred Brand to a max of $150.
- Pharmacy Mail: 10% Generic, 25% Preferred Brand, and 40% Non-Preferred Brand to a max of $300.
- Employees offered voluntary Gap Insurance through fully insured providers to offset the high deductible and out-of-pocket costs.

HRA PLAN – (Health Reimbursement Plan) Under the Health Reimbursement Account (HRA) only the City can contribute funds.

- Local Plus network
- City contributes $500 to the HRA account for employee only coverage and $1000 to the HRA account for employee plus dependent(s). Employees who participate in the wellness program receive an additional $250 in their account.
- Unused funds roll over each year.

- HRA funds are forfeited upon termination from the plan.
- Individual in-network deductible is $2,000 and additional $4,000 of out of pocket costs necessary to meet the Out of Pocket Maximum.
- Individual out-of-network deductible is $5,900, and the Out of Pocket Maximum is an additional $9,500.
- Family in-network deductible is $4,000 and additional $8,000 of out-of-pocket costs necessary to meet the Out of Pocket Maximum.
- Family out-of-network deductible is $11,800, and the Out of Pocket Maximum is an additional $19,000.
- Pharmacy Retail: 10% Generic, 30% Preferred Brand, and 40% Non-Preferred Brand to a max of $150.
- Pharmacy Mail: 10% Generic, 25% Preferred Brand, and 40% Non-Preferred Brand to a max of $300.

HSA PLAN – Under the Healthcare Savings Account (HSA) Plan, employees have the option of choosing a plan where both the City and the employee can contribute money to the account. The IRS limits the annual contributions to an HSA. In 2017, contribution limits are $3,400 for employee only and $6,750 for employee plus dependent. Employees over 55 can contribute an additional $1,000. (Maximum includes the City's contribution.)

- Open Acces Plus (OAP) network
- City contributes $500 to the HSA account for employee only coverage and $1000 to the HSA account for employee plus dependent(s). Employees who participate in the wellness program receive an additional $250 in their account.
- Unused funds roll over each year.
- HSA funds belong to the employee and are portable when the employee terminates from the plan.
- Individual in-network deductible is $3,000 and additional $2,950 of out of pocket costs necessary to meet the Out of Pocket Maximum.
- Individual out-of-network deductible is $7,500 and additional $9,500 of out of pocket costs necessary to meet the Out of Pocket Maximum.
- Family in-network deductible is $6,000 and additional $5,900 of out-of-pocket costs necessary to meet the Out of Pocket Maximum
- Family out-of-network deductible is $15,000 and additional $19,000 of out-of-pocket costs necessary to meet the Out of Pocket Maximum
- 90% Coinsurance for use of Cigna Care Designated Provider (narrow network) and 80% for all other In-Network providers.
- Pharmacy Retail: 10% Generic, 30% Preferred Brand, and 40% Non-Preferred Brand to a max of $150.

- Pharmacy Mail: 10% Generic, 25% Preferred Brand, and 40% Non-Preferred Brand to a max of $300.

The employee premiums for Plan Year 2017-18 compared to 2016-17 are detailed below:

	2016-17 Monthly Rates	2017-18 Monthly Rates	2016-17 Monthly Rates	2017-18 Monthly Rates	2016-17 Monthly Rates	2017-18 Monthly Rates
PLAN	**CAT**		**HSA**		**HRA**	
Employee Only	$4	$6	$27	$28	$37	$38
Employee + Spouse	$37	$55	$250	$258	$340	$350
Employee + Child(ren)	$25	$37	$182	$187	$247	$254
Employee + Family	$67	$99	$427	$440	$578	$595

NOTE:

- ✓ Add $25 to all rates if employee does not participate in wellness program
- ✓ Add $25 additional if covered spouse does not participate in wellness program
- ✓ Add $25 if employee is a tobacco user and does not participate in Tobacco Cessation Program

DENTAL PLAN

There will be no changes to the Cigna dental plan next fiscal year. However, the premiums for dental insurance will increase 3% on October 1, 2017. Employees who carry dental insurance will pay $10 per month in addition to the premium for their health insurance. The City's contribution for dependents on the dental plan remains at an average of 40%.

	CIGNA Dental Plan Monthly Rates
Employee Only	$10
Employee + Spouse	$41
Employee + Child(ren)	$46
Employee + Family	$81

VISION PLAN

The City will continue to offer fully insured vision insurance to employees and their dependents through Superior Vision with no increase to premiums. The City will continue paying for the employee's coverage at a rate of $4.15 per month per employee. Dependents are offered coverage with the employee paying 100% of the cost of the dependent coverage under the plan.

	Superior Vision Plan Monthly Rates
Employee Only	$0
Employee + Spouse	$3.75
Employee + Child(ren)	$3.65
Employee + Family	$8.05

Retiree Insurance

The retiree premiums for retirees under age 65 are based on the years of service an employee has with the City of Lewisville prior to retirement. The City's contribution towards the premium is a flat rate based on the employee's tenure with the City.

Currently, the City contributes the following amount towards the retiree premiums:

CITY CONTRIBUTION RATE FOR RETIREES				
25+	20 -24	15 to 19	10 to 14	Less Than 10
$470	$432	$395	$358	$320
CITY CONTRIBUTION RATE FOR SPOUSE				
25+	20 -24	15 to 19	10 to 14	Less Than 10
$0	$0	$0	$0	$0

The retiree premiums are determined by taking the City's contribution and subtracting it from the actuary's "expected cost". The difference is the rate charged to the retirees.

The retirees age 65 and older are moved off the City's active health to a fully insured plan where the City pays $50 a month of the fully insured premiums.