

**FINDINGS OF THE STERLING CITY  
INDEPENDENT SCHOOL DISTRICT BOARD  
OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE  
APPLICATION SUBMITTED  
BY  
BLUEBELL SOLAR II, LLC (#1345)**



August 27, 2019

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SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE  
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SOLAR II, LLC (#1345)

*STATE OF TEXAS* §

*COUNTY OF STERLING* §

On August 27, 2019, a public meeting of the Board of Trustees of the Sterling City Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of Bluebell Solar II, LLC (“Applicant”) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. The Board of Trustees has considered the economic impact analysis and the project certification issued by the Texas Comptroller of Public Accounts. After hearing presentations from the District’s administrative staff, and from consultants retained by the District to advise the Board in this matter, and after considering the relevant documentary evidence, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On February 13, 2019, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts (“Comptroller”) received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Application was determined to be complete as of March 6, 2019. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 32066398432), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**.

The Board of Trustees acknowledged receipt of the Application, along with the requisite application fee, established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Comptroller for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Sterling County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054.

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on June 4, 2019, in which the Comptroller has determined, inter alia, that: 1) Application is subject to the provisions of Chapter 171, Texas Tax Code; 2) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 3) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25<sup>th</sup> anniversary of the beginning of the limitation period; and, 4) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

The Board of Trustees has previously directed that a specific financial analysis be conducted concerning the impact of the proposed value limitation on the finances of District. A copy of the report prepared by Moak, Casey & Associates, Inc., is attached to these findings as **Attachment D**.

The Board of Trustees has confirmed that the taxable value of property in the District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment E**.

The Texas Education Agency has evaluated the impact of the project on the District's facilities. TEA's determination is to be attached to these findings as **Attachment F**.

The Board has adopted the Texas Economic Development Agreement (Form 50-826) as promulgated by the Comptroller's Office. Form 50-826 has been altered only in accordance only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**.

After review of the Comptroller's Certificate and economic analysis, and in consideration of its own studies the Board finds:

**Board Finding Number 1.**

**The Board finds that the property described in the Application meets the requirements of Tex. Tax Code §313.024 for eligibility for a limitation on appraised value.**

In support of Finding 1, the Application indicates that:

Applicant is proposing to construct, operate, and maintain the Bluebell Solar II Project (“Project”), a solar powered electric generating facility in Sterling County. The proposed Sterling City ISD project will be constructed within the Sterling County, Texas, Tax Abatement Reinvestment Zone.

The proposed project is anticipated to have a capacity of approximately 100 MW located in Sterling City ISD. The exact location and number of panels and inverters will vary depending on ongoing siting analysis, manufacturer’s availability, prices, and the megawatt generating capacity of the Project when completed. Current estimated plans are to install approximately 390,000 PUV modules and 33 inverters with all improvements located in Sterling City ISD.

Full construction of the Project is anticipated to begin in the 4<sup>th</sup> Quarter of 2019, with completion by December 31, 2020.

Property used for renewable energy electric generation is eligible for a limitation under §313.024(b)(5).

**Board Finding Number 2.**

**The project proposed by the applicant is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue, including state tax revenue, school district maintenance and operations ad valorem tax revenue attributable to the project, and any other tax revenue attributable to the effect of the project on the economy of the state, in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement (as detailed in Attachment B of the Comptroller’s Certification).**

**Board Finding Number 3.**

**Based on the information certified by the Comptroller, the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state (as detailed in Attachment C of the Comptroller’s Certification).**

**Board Finding Number 4.**

**The Board finds that the Application Fee received was reasonable and only in such an amount as was necessary to cover the District's costs of processing the Application under consideration.**

In support of Finding 4, the Board reviewed the Application Fee payment included in the Application at Attachment A, the contract with the District's consultants and the internal costs for processing the application, if any.

**Board Finding Number 5.**

**Based upon the Application and in the Comptroller's Economic Impact Evaluation and Certification, Attachment A, the Board finds that the number of jobs to be created and the wages to be paid comply with the requirements of statute; and, the Board further finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions and information related to job creation requirements, to wit: the provisions set forth in Subsections 9.1C&D of such Agreement.**

In its Application, the Applicant has committed to creating one (1) new qualifying job. The average salary level of qualifying jobs must be at least \$45,016 per year. The review of the application by the Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with current Tex. Tax Code §313.021(5)(B) requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying Job" means a permanent full-time job that:

- (A) requires at least 1,600 hours of work a year;
- (B) is not transferred from one area in this state to another area in this state;
- (C) is not created to replace a previous employee;
- (D) is covered by a group health benefit plan for which the business offers to pay at least 80 percent of the premiums or other charges assessed for employee-only coverage under the plan, regardless of whether an employee may voluntarily waive the coverage; and
- (E) pays at least 110 percent of the county average weekly wage for manufacturing jobs in the county where the job is located.

**Board Finding Number 6.**

**Based upon the information provided to the District with regard to the industry standard for staffing ratios of similar projects in the State of Texas, the District has determined that if the job creation requirement set forth in Texas Tax Code § 313.021(2)(A)(iv)(b) was applied, for the size and scope of the project described in the Application, the required number of jobs meets or exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility.**

**Board Finding Number 7.**

**The Applicant does not intend to create any non-qualifying jobs.**

In its Application, Applicant has indicated that it does not intend to create any non-qualifying jobs. For any non-qualifying jobs the Applicant should create, the Applicant will be required to pay at least the county average wage of \$44,929 for all jobs in the county in accordance with the provisions of Tex. Tax Code §313.024(d).

**Board Finding Number 8.**

**The revenue gains that will be realized by the school district if the Application is approved will be significant in the long-term, with special reference to revenues used for supporting school district debt.**

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$70.8 million to the tax base that would be available for debt service purposes at the peak investment level for the 2021-22 school year. An expansion of the I&S tax base creates the potential of a benefit for the District and its taxpayers in meeting its debt-service obligations for school district bonds.

**Board Finding Number 9.**

**The effect of the applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggest little underlying enrollment growth based on the impact of the project.**

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new project. This

finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in the District as stated in **Attachment F**.

**Board Finding Number 10.**

**The Board finds that with the adoption of District Policy CCGB (Local), implemented in conformance with both Comptroller and Texas Education Agency Rules governing Chapter 313 Agreements, it has developed a process to verify, either directly or through its consultants, the accuracy and completeness of information in annual eligibility reports and biennial progress reports regarding (1) the reported number of jobs created and (2) the reported amount invested in the property.**

**Board Finding Number 11.**

**The Board of Trustees hired consultants to review and verify the information in the Application. Based upon the consultants' review, the Board has determined that the information provided by the Applicant is true and correct.**

The Board has developed a written policy CCGB (Local) which requires, upon the filing of an Application under Tax Code Chapter 313, the retention of consultants in order to verify: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's representations concerning and economic incentives being offered, if any, and (5) the proposed project meets eligibility requirements.

As a part of its verification process the Board notes that the Chapter 313 Application for which these Findings are being made has been submitted by the Applicant under oath. Chapter 313 Applications are governmental records under Tex. Penal Code §37.01(2)(A); as a result, all statements contained therein are representations of fact within the meaning of Tex. Penal Code § 37.01(3). Since Board action upon the adoption of these Findings and the approval of the Chapter 313 Tax Limitation Agreement (**Attachment G**) is an

“official proceeding,” a false statement on a Chapter 313 application constitutes perjury under Tex. Penal Code § 37.03.

The Board finds that sworn statements are routinely used as an acceptable verification method for reliance by fact finders in each of the three separate branches of government, including trials.

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. (**Attachment H**) The Board finds that reliance by the Board and its consultants upon verified statements of the Applicant, especially as to Applicant’s future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

**Board Finding Number 12.**

**The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Thirty Million Dollars, which is consistent with the minimum values currently set out by Tax Code, § 313.054(a).**

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller’s Form 50-826, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement. According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2017 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year (**Attachment E**). The total industrial value for the District is \$558.8 million. The District is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. The District is classified as a “rural” district due to its demographic characteristics. Given that the value

of industrial property is \$200 million or more, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

**Board Finding Number 13.**

**The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all necessary provisions and information related to establishing the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement.**

The Board relies on the certifications of its consultants and the Comptroller's Approval of the Agreement form to make this Finding. (**Attachment I**)

**Board Finding Number 14.**

**The Applicant (Taxpayer No. 32066398432) is eligible for the limitation on appraised value of qualified property as an active franchise-tax paying entity.**

The Applicant, (Texas Taxpayer No. 32066398432), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**. The Board also finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**) contains all required provisions necessary for the Board to assess eligibility of any business to which an agreement is transferred.

**Board Finding Number 15.**

**The project will be located within an area that is designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code.**

**Board Finding Number 16.**

**The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District, and such provisions comply with the specific terms of Texas Tax Code, Chapter 313.**

In support of this finding, the original finance report prepared by Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in the initial year that the value limitation is in effect without the proposed Agreement under current law. A recent

update incorporating changes made in House Bill 3 shows the initial limitation-year revenue loss, accompanied by reduced M&O tax rates attributable to anticipated M&O tax-rate compression under the new law. With this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. The Agreement contains adequate revenue protection measures for the duration of the Agreement. In support of this Finding, the Board relies upon the recommendation of its consultants. (**Attachment H**)

**Board Finding Number 17.**

**The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions necessary for the Board to assess performance standards and to require periodic deliverables that will enable it to hold businesses accountable for achieving desired results, to wit: the reporting requirements set forth in Article VIII of said Agreement.**

**Board Finding Number 18.**

**The Board finds that there are no conflicts of interest at the time of considering the agreement.**

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), set forth at <https://pol.tasb.org/home/index/1090>, that it has taken appropriate action to ensure that all District Trustees and the Superintendent, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

In addition, at the public hearing, the Board caused the statement set forth in **Attachment J** to be read into the public record and that only Board members audibly responding that no conflict of interest existed either deliberated or voted on the Tax Limitation Agreement, these Findings or any matter relating to the Application upon which these Findings have been premised.

The Board finds that with the adoption of District Policies DBD, DGA, DH, and BBFB, both (Legal) and (Local) that it has taken appropriate action to ensure that all District

employees and/or consultants, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings.

**Board Finding Number 19.**

**The Board directs that a link on its Website be established to the Comptroller's Office Website where appraisal-limitation-related documents are made available to the public.**

**Board Finding Number 20.**

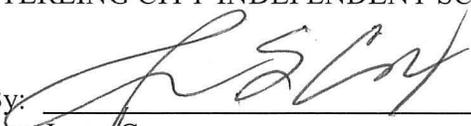
**Considering the purpose and effect of the law and the terms of the Agreement, that it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.**

It is therefore ORDERED that the Agreement attached hereto as **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the District. It is further ORDERED that these findings and the Attachments referred to herein be attached to the Official Minutes of this meeting and maintained in the permanent records of the Board of Trustees of the District.

Dated the 27<sup>th</sup> day of August 2019.

STERLING CITY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

  
Jason Cox  
President, Board of Trustees

ATTEST:

By: \_\_\_\_\_

  
Laura Enriquez  
Secretary, Board of Trustees

Attachment A

Application

**BLUEBELL SOLAR II, LLC**

**CHAPTER 313 APPLICATION  
FOR APPRAISED VALUE LIMITATION  
TO STERLING CITY ISD**

*Comptroller*

## APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> <li>a) Project vicinity</li> <li>b) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period</li> <li>c) Qualified property including location of new buildings or new improvements</li> <li>d) Existing property</li> <li>e) Land location within vicinity map</li> <li>f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size</li> </ul> <p><b>Note:</b> Electronic maps should be high resolution files. Include map legends/markers.</p>
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> <li>a) evidence that the area qualifies as a enterprise zone as defined by the Governor's Office</li> <li>b) legal description of reinvestment zone*</li> <li>c) order, resolution or ordinance establishing the reinvestment zone*</li> <li>d) guidelines and criteria for creating the zone*</li> </ul>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>

**TAB 1**

Pages 1 through 7 of application.



# Application for Appraised Value Limitation on Qualified Property (Tax Code, Chapter 313, Subchapter B or C)

**INSTRUCTIONS:** This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
  - the date on which the school district received the application;
  - the date the school district determined that the application was complete;
  - the date the school board decided to consider the application; and
  - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 150th day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at [www.texasahead.org/tax\\_programs/chapter313/](http://www.texasahead.org/tax_programs/chapter313/). There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

## SECTION 1: School District Information

### 1. Authorized School District Representative

February 13, 2019

Date Application Received by District

Bob

First Name

Superintendent

Title

Sterling City ISD

School District Name

700 7th St.

Street Address

P.O. Box 786

Mailing Address

Sterling City

City

(325) 378-4781

Phone Number

Mobile Number (optional)

Rauch

Last Name

TX

State

(325) 378-2283

Fax Number

bob.rauch@sterlingcityisd.net

Email Address

76951-0786

ZIP

2. Does the district authorize the consultant to provide and obtain information related to this application?  Yes  No

**SECTION 1: School District Information (continued)**

**3. Authorized School District Consultant (If Applicable)**

Dan	Casey
First Name	Last Name
Partner	
Title	
Moak, Casey & Associates	
Firm Name	
512-485-7878	512-485-7888
Phone Number	Fax Number
	dcasey@moakcasey.com
Mobile Number (optional)	Email Address

4. On what date did the district determine this application complete? ..... February 19, 2019

5. Has the district determined that the electronic copy and hard copy are identical? .....  Yes  No

**SECTION 2: Applicant Information**

**1. Authorized Company Representative (Applicant)**

John	DiDonato	
First Name	Last Name	
Vice President, Development	NextEra Energy Resources, LLC	
Title	Organization	
700 Universe Blvd.		
Street Address		
700 Universe Blvd.		
Mailing Address		
Juno Beach	FL	33408
City	State	ZIP
(561) 691-7232		
Phone Number	Fax Number	
	John.DiDonato@nexteraenergy.com	
Mobile Number (optional)	Business Email Address	

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? .....  Yes  No

2a. If yes, please fill out contact information for that person.

John	O'Hair	
First Name	Last Name	
Business Development	NextEra Energy Resources, LLC	
Title	Organization	
700 Universe Blvd.		
Street Address		
700 Universe Blvd.		
Mailing Address		
Juno Beach	FL	33408
City	State	ZIP
(561) 304-6098		
Phone Number	Fax Number	
	John.Ohairvi.nexteraenergy.com	
Mobile Number (optional)	Business Email Address	

3. Does the applicant authorize the consultant to provide and obtain information related to this application? .....  Yes  No

**SECTION 2: Applicant Information (continued)**

**4. Authorized Company Consultant (If Applicable)**

Brandon	Westlake
First Name	Last Name
Consultant	
Title	
Cummings Westlake, LLC	
Firm Name	
(713) 266-4456	(713) 266-2333
Phone Number	Fax Number
bwestlake@cwlp.net	
Business Email Address	

**SECTION 3: Fees and Payments**

1. Has an application fee been paid to the school district?  Yes  No

The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, attach in **Tab 2** proof of application fee paid to the school district.

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)?  Yes  No  N/A

3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)?  Yes  No  N/A

**SECTION 4: Business Applicant Information**

1. What is the legal name of the applicant under which this application is made? Bluebell Solar II, LLC

2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32066398432

3. List the NAICS code 221114

4. Is the applicant a party to any other pending or active Chapter 313 agreements?  Yes  No

4a. If yes, please list application number, name of school district and year of agreement

**SECTION 5: Applicant Business Structure**

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Corporation

2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)?  Yes  No

2a. If yes, attach in **Tab 3** a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.

3. Is the applicant current on all tax payments due to the State of Texas?  Yes  No

4. Are all applicant members of the combined group current on all tax payments due to the State of Texas?  Yes  No  N/A

5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in **Tab 3**)

**SECTION 6: Eligibility Under Tax Code Chapter 313.024**

1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No
2. The property will be used for one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051  Yes  No
3. Are you requesting that any of the land be classified as qualified investment?  Yes  No
4. Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
5. Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
6. Are you including property that is owned by a person other than the applicant?  Yes  No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

**SECTION 7: Project Description**

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements ( <i>complete Section 13</i> )
<input type="checkbox"/> Expansion of existing operation on the land ( <i>complete Section 13</i> )	<input type="checkbox"/> Relocation within Texas

**SECTION 8: Limitation as Determining Factor**

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No  
*Company has 312 agreement with the County*
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No  
*Company has 312 agreement with the County*
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

**Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.**

# Application for Appraised Value Limitation on Qualified Property

## SECTION 9: Projected Timeline

1. Application approval by school board ..... September 2019
  2. Commencement of construction ..... December 2019
  3. Beginning of qualifying time period ..... January 1, 2020
  4. First year of limitation ..... January 1, 2021
  5. Begin hiring new employees ..... December 2020
  6. Commencement of commercial operations ..... December 2020
  7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? .....  Yes  No
- Note:** Improvements made before that time may not be considered qualified property.
8. When do you anticipate the new buildings or improvements will be placed in service? ..... December 2020

## SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located ..... Sterling County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property ..... Sterling CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? .....  Yes  No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 

County: <u> Sterling County, \$0.526118, 100% </u> <small>(Name, tax rate and percent of project)</small>	City: <u> N/A </u> <small>(Name, tax rate and percent of project)</small>
Hospital District: <u> N/A </u> <small>(Name, tax rate and percent of project)</small>	Water District: <u> Sterling UGWCD, \$0.01592, 100% </u> <small>(Name, tax rate and percent of project)</small>
Other (describe): <u> N/A </u> <small>(Name, tax rate and percent of project)</small>	Other (describe): <u> N/A </u> <small>(Name, tax rate and percent of project)</small>
5. Is the project located entirely within the ISD listed in Section 1? .....  Yes  No
  - 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? .....  Yes  No
  - 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

## SECTION 11: Investment

**NOTE:** The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at [www.texasahead.org/tax\\_programs/chapter313/](http://www.texasahead.org/tax_programs/chapter313/).

1. At the time of application, what is the estimated minimum qualified investment required for this school district? ..... 30,000,000.00
  2. What is the amount of appraised value limitation for which you are applying? ..... 30,000,000.00
- Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? .....  Yes  No
  4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
    - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
    - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
    - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (**Tab 11**).
  5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? .....  Yes  No

**SECTION 12: Qualified Property**

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
  - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
  - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (Tab 8); and
  - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (Tab 11).
  
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)?  Yes  No
  - 2a. If yes, attach complete documentation including:
    - a. legal description of the land (Tab 9);
    - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
    - c. owner (Tab 9);
    - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
    - e. a detailed map showing the location of the land with vicinity map (Tab 11).
  
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303?  Yes  No
  - 3a. If yes, attach the applicable supporting documentation:
    - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
    - b. legal description of reinvestment zone (Tab 16);
    - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
    - d. guidelines and criteria for creating the zone (Tab 16); and
    - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
  - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? \_\_\_\_\_

**SECTION 13: Information on Property Not Eligible to Become Qualified Property**

1. In Tab 10, attach a specific and detailed description of all **existing property**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all **proposed new property that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
  - a. maps and/or detailed site plan;
  - b. surveys;
  - c. appraisal district values and parcel numbers;
  - d. inventory lists;
  - e. existing and proposed property lists;
  - f. model and serial numbers of existing property; or
  - g. other information of sufficient detail and description.
  
4. Total estimated market value of existing property (that property described in response to question 1): ..... \$ \_\_\_\_\_ 0.00
  
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
  
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to question 2): ..... \$ \_\_\_\_\_ 0.00

**Note:** Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

**SECTION 14: Wage and Employment Information**

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? ..... 0

2. What is the last complete calendar quarter before application review start date:  
 First Quarter     Second Quarter     Third Quarter     Fourth Quarter of 2018  
 (year)

3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? ..... 0

**Note:** For job definitions see TAC §9.1051 and Tax Code §313.021(3).

4. What is the number of new qualifying jobs you are committing to create? ..... 1

5. What is the number of new non-qualifying jobs you are estimating you will create? ..... 0

6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? .....  Yes     No

6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.

7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).

a. Average weekly wage for all jobs (all industries) in the county is ..... 864.00

b. 110% of the average weekly wage for manufacturing jobs in the county is ..... N/A

c. 110% of the average weekly wage for manufacturing jobs in the region is ..... 865.70

8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? .....  §313.021(5)(A) or  §313.021(5)(B)

9. What is the minimum required annual wage for each qualifying job based on the qualified property? ..... 45,016.00

10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? ..... 45,016.00

11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? .....  Yes     No

12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? .....  Yes     No

12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).

13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? .....  Yes     No

13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

**SECTION 15: Economic Impact**

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (not required)

3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

**TAB 2**

*Proof of Payment of Application Fee*

Please find on the attached page, a copy of the check for the \$75,000 application fee paid to Sterling City ISD.

Proof of payment of filing fee received by the  
Comptroller of Public Accounts per TAC Rule  
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of Public  
Accounts)*

**TAB 3**

*Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation (if applicable)*

Bluebell Solar II, LLC is a newly acquired entity and will be reported on the 2019 report for NextEra Energy Power Marketing, LLC as it was acquired after the 2018 report was filed. Attached is page 1 of 275 pages of the 2016 report.

Tcode 13250 Annual

Taxpayer number

Report year

Due date

32002608134

2016

05/16/2016

Taxpayer name NextEra Energy Power Marketing, LLC				Secretary of State file number or Comptroller file number 0801079569	
Mailing address 700 Universé Blvd., CTX-JB				PO Box 14000	
City Juno Beach		State FL	Country	ZIP code plus 4 33408	Check box if the address has changed <input type="checkbox"/>
Check box if this is a combined report <input type="checkbox"/>		Check box if Total Revenue is adjusted for Tiered Partnership Election, see instructions <input type="checkbox"/>		Check box to request a Certificate of Account Status <input type="checkbox"/>	
Is this entity a corporation, limited liability company, professional association, limited partnership or financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No					

\*If not twelve months, see instructions for annualized revenue

Accounting year m m d d y y Accounting year m m d d y y SIC code NAICS code  
 begin date 010115 end date 123115 551112

REVENUE (Whole dollars only)

1. Gross receipts or sales	1.	29713068404.00
2. Dividends	2.	18687443.00
3. Interest	3.	9099254.00
4. Rents (can be negative amount)	4.	23489136.00
5. Royalties	5.	0.00
6. Gains/losses (can be negative amount)	6.	-167236826.00
7. Other income (can be negative amount)	7.	477067373.00
8. Total gross revenue (Add items 1 thru 7)	8.	30074174784.00
9. Exclusions from gross revenue (see instructions)	9.	22715278.00
10. TOTAL REVENUE (Item 8 minus item 9 if less than zero, enter 0)	10.	30051459506.00

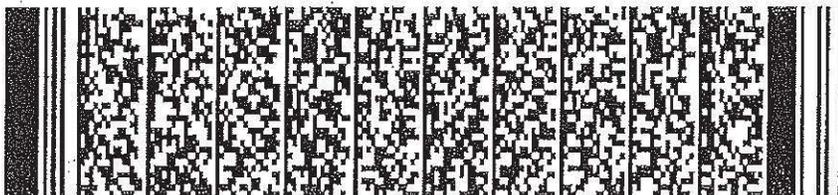
COST OF GOODS SOLD (Whole dollars only)

11. Cost of goods sold	11.	27218704255.00
12. Indirect or administrative overhead costs (limited to 4%)	12.	75290332.00
13. Other (see instructions)	13.	0.00
14. TOTAL COST OF GOODS SOLD (Add items 11 thru 13)	14.	27293994587.00

COMPENSATION (Whole dollars only)

15. Wages and cash compensation	15.	1818145256.00
16. Employee benefits	16.	149635293.00
17. Other (see instructions)	17.	0.00
18. TOTAL COMPENSATION (Add items 15 thru 17)	18.	1967780549.00

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>
PM Date	



**TAB 4**

Detailed Description of the Project

*Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.*

Bluebell Solar II, LLC (Bluebell Solar II) is requesting an appraised value limitation from Sterling City Independent School District (ISD) for the Bluebell Solar II Project (the "Project"), a proposed solar powered electric generating facility in Sterling County. The proposed Sterling City ISD Project (this application) will be constructed within the Sterling County, Texas Tax Abatement Reinvestment Zone No. 2018-001 that was created by Jones County on July 9, 2018. A map showing the location of the project is included in TAB 11.

The proposed Project is anticipated to have a capacity of approximately 100 MW located in Sterling City ISD. The exact number and location of panels and inverters will vary depending upon ongoing siting analysis, manufacturer's availability, prices, and the megawatt generating capacity of the Project when completed. Current estimated plans are to install approximately 390,000 PV modules and 33 inverters with all improvements located in Sterling City ISD. The Applicant requests a value limitation for all facilities and equipment installed for the Project, including but not limited to; solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, foundations, roadways, paving, fencing, collection system, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

Full construction of the Project is anticipated to begin in the 4<sup>th</sup> Quarter of 2019 with completion by December 31, 2020.

*\*NOTE:* The map in TAB 11 shows the potential locations of improvements within Sterling City ISD boundaries; however, the final number of panels and inverters and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

**TAB 5**

*Documentation to assist in determining if limitation is a determining factor.*

NextEra Energy Resources (NEER) is one of the largest wholesale generators of electric power in the U.S., with nearly 19,880 MW of generating capacity across 24 states and four Canadian provinces as of January 2017. NEER produces the majority of its electricity from clean and renewable sources, including wind and solar. NEER also provides full energy and capacity requirements services, engages in power and gas marketing and trading activities, participates in natural gas, natural gas liquids and oil production and pipeline infrastructure development and owns a retail electricity provider. NEER has a long-term commitment to both wind and solar with an outlook to significantly expand our fleet of clean energy generating capacity.

NEER is keen to develop and build the proposed Bluebell Solar II Project as per this application, but since this Project is still in the early stages of development, further investment could be, if necessary, redeployed to other counties and states competing for similar wind projects. NextEra is active in states throughout the Great Plains and southwest, where each project individually competes for a finite pool of capital investment. State and local tax incentives contribute to the lowering of the cost of power sold to our customers and making our investment more viable and marketable. NEER has over 40 wind sites in development throughout the country and are continually comparing investment opportunities, rate of return, and market viability of each project based upon project financial metrics. For example, NEER currently has ongoing project developments in many states, including but not limited to, California, North Dakota and Oklahoma.

Due to the extremely competitive power market in ERCOT most if not all PPA's economic model assumptions are based on the Project securing this Chapter 313 appraised value limitation and other local tax incentives. The property tax liabilities of a project without tax incentives in Texas lowers the return to investors and financiers to an unacceptable level at today's contracted power rates under a PPA. A signed PPA in the Texas market is at a much lower rate than other states because of competitively low electricity prices. Both parties of the PPA have an escape clause if the terms of the PPA cannot be met. Without the tax incentives in Texas, a project with a PPA becomes non-financeable. Therefore, this appraised value limitation is critical to the ability of the proposed Project to move forward as currently sited.

**TAB 6**

Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor (if applicable).

- |                          |        |
|--------------------------|--------|
| 1) Sterling County       | - 100% |
| 2) Sterling City ISD     | - 100% |
| 3) Sterling County UGWCD | - 100% |

**TAB 7**

*Description of Qualified Investment*

Bluebell Solar II, LLC plans to construct a 100 MW solar farm in Sterling County.

This application covers all qualified property within Sterling City ISD necessary for the commercial operations of the proposed solar farm described in Tab 4. One hundred megawatts (100 MW) will be located in Sterling City ISD. Panel placement is subject to change but for purposes of this application, the Project anticipates using approximately 390,000 PV modules or equivalent and 33 inverters.

This application covers all qualified investment and qualified property necessary for the commercial operations of the solar farm.

Qualified Investment and qualified property includes but is not limited to; solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, foundations, roadways, paving, fencing, collection system, electrical substations, generation transmission tie line and associated towers, interconnection facilities and control systems necessary for commercial generation of electricity.

*\*NOTE:* The map in TAB 11 shows the potential locations of improvements within Sterling City ISD boundaries; however, the final number of panels and inverters and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

**TAB 8**

*Description of Qualified Property*

Bluebell Solar II, LLC plans to construct a 100 MW solar farm in Sterling County.

This application covers all qualified property within Sterling City ISD necessary for the commercial operations of the proposed solar farm described in Tab 4. One hundred megawatts (100 MW) will be located in Sterling City ISD. Panel placement is subject to change but for purposes of this application, the Project anticipates using approximately 390,000 PV modules or equivalent and 33 inverters.

This application covers all qualified investment and qualified property necessary for the commercial operations of the solar farm.

Qualified Investment and qualified property includes but is not limited to; solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, foundations, roadways, paving, fencing, collection system, electrical substations, generation transmission tie line and associated towers, interconnection facilities and control systems necessary for commercial generation of electricity.

*\*NOTE:* The map in TAB 11 shows the potential locations of improvements within Sterling City ISD boundaries; however, the final number of panels and inverters and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

**TAB 9**

*Description of Land*

Not Applicable

**TAB 10**

*Description of all property not eligible to become qualified property (if applicable)*

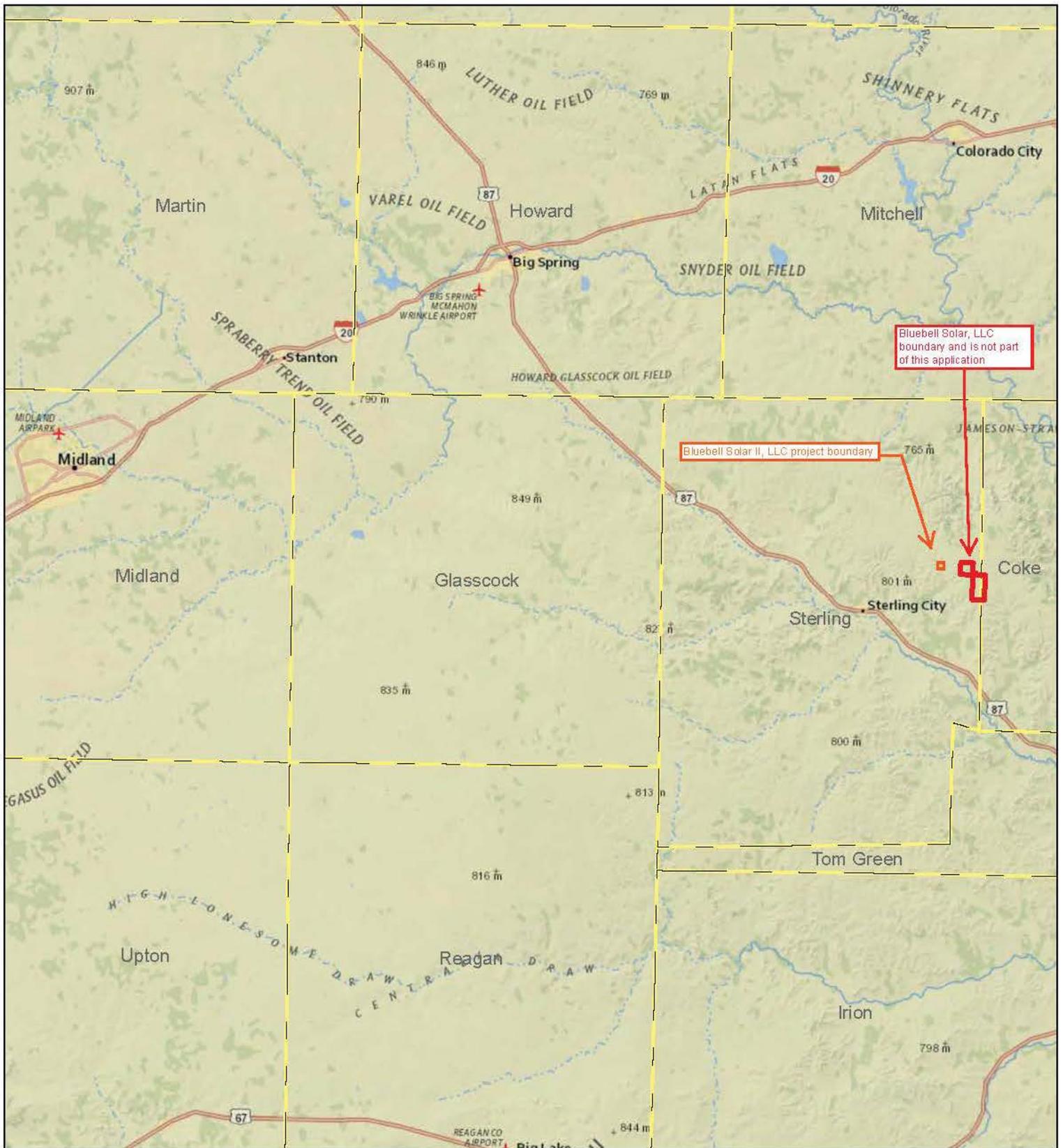
Not Applicable

**TAB 11**

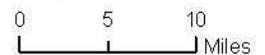
Maps that clearly show:

- a) Project vicinity
- b) Qualified investment including location of new building or new improvements
- c) Qualified property including location of new building or new improvements
- d) Existing property
- e) Land location within vicinity map
- f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size

# Vicinity Map



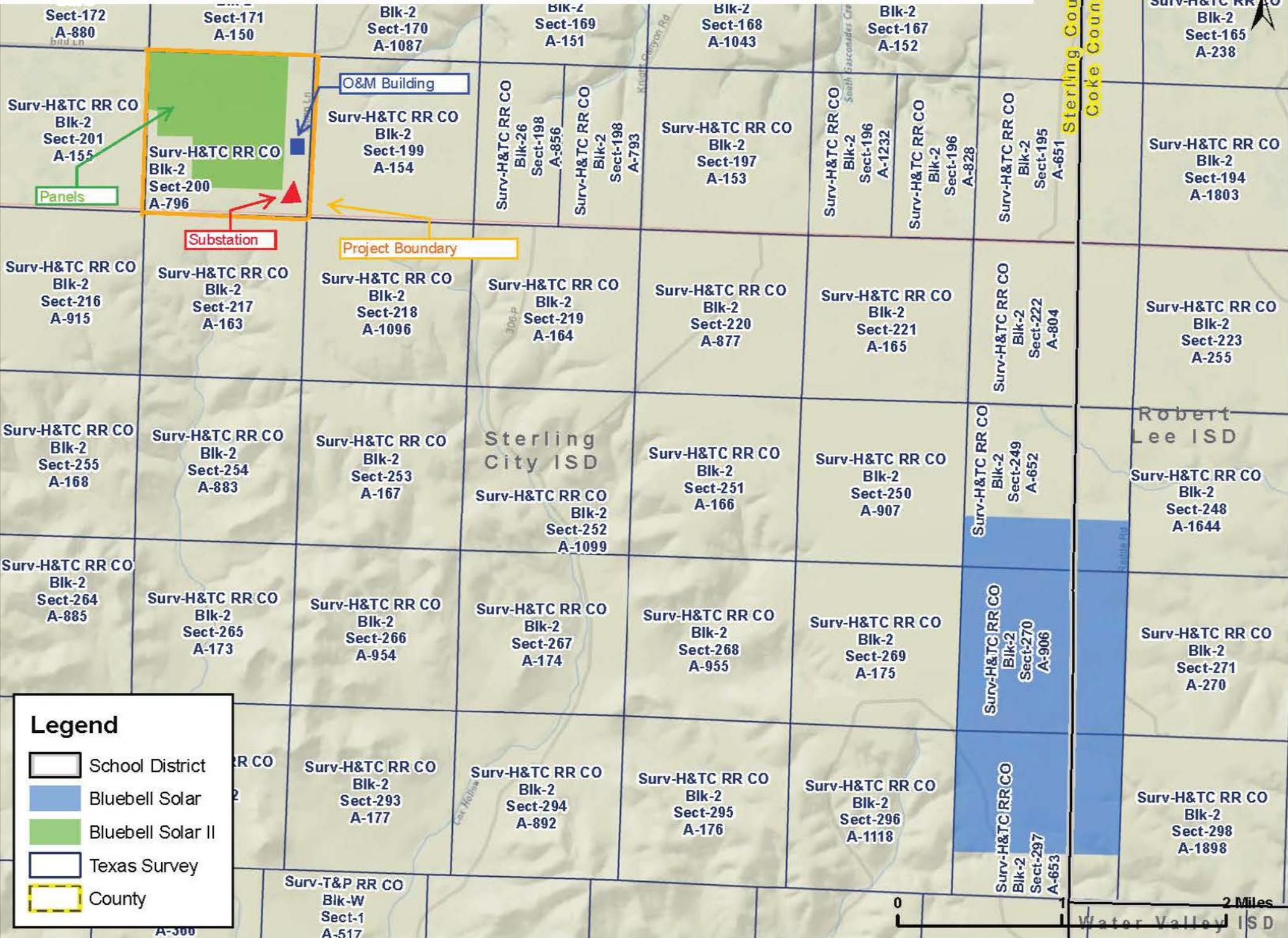
 County Boundary  
County & ISD share same boundary lines



# Qualified Property & Investment Map

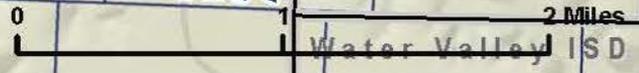


Sterling County  
Coke County



**Legend**

- School District
- Bluebell Solar
- Bluebell Solar II
- Texas Survey
- County



**TAB 12**

*Request for Waiver of Job Creation Requirement and supporting information (if applicable)*

See Attached

## CUMMINGS WESTLAKE LLC

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12837 Louetta Road, Suite 201 Cypress, Texas 77429-5611 713-266-4456 Fax: 713-266-2333

February 11, 2019

Bob Rauch, Superintendent  
Sterling City Independent School District  
700 7<sup>th</sup> St.  
Sterling City, TX 76951

### **Re: Chapter 313 Job Waiver Request**

Dear Mr. Rauch,

Bluebell Solar II, LLC requests that the Sterling City Independent School District's Board of Trustees waive the job requirement provision as allowed by Section 313.025(f-1) of the tax code. This waiver would be based on the school district's board findings that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application.

Bluebell Solar II, LLC requests that the Sterling City ISD makes such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Bluebell Solar II, LLC has committed to create one qualified job in Sterling City ISD.

Solar projects create a large number of full and part-time, but temporary, jobs during the construction phase of the project, but require a relatively small number of highly skilled technicians to operate and maintain the project after commercial operation commences. The number of jobs committed to in this application is in line with the industry standards for a solar project this size. This is evidenced by previously certified limitation agreement applications by solar developers who also requested a waiver of the job requirements. In addition, there are educational materials and other documentation that also suggest that Bluebell Solar II, LLC has the appropriate number of jobs for this project at one permanent job per 75MW – 100MW of installed capacity.

The permanent employees of a solar project maintain and service PV panels, and inverters, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the project. In addition to the onsite employees, there may be managers or technicians who support the project from offsite locations.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Westlake', with a long horizontal line extending to the right.

Brandon Westlake  
Senior Consultant

**TAB 13**

*Calculation of three possible wage requirements with TWC documentation*

- Sterling County average weekly wage for all jobs (all industries)
- Sterling County average weekly wage for all jobs (manufacturing)
- See attached Council of Governments Regional Wage Calculation and Documentation

**BLUEBELL SOLAR II, LLC  
TAB 13 TO CHAPTER 313 APPLICATION**

**STERLING COUNTY  
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2018	\$ 966	\$ 50,232
SECOND	2018	\$ 803	\$ 41,756
THIRD	2018	\$ 821	\$ 42,692
FOURTH	2017	\$ 866	\$ 45,032
AVERAGE		\$ 864.00	\$ 44,928

**STERLING COUNTY  
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS**

\*NO DATA AVAILABLE

**CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE**

	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
Concho Valley	2017	\$ 787	\$ 40,924
	X	110%	110%
		\$ 865.70	\$ 45,016

\* SEE ATTACHED TWC DOCUMENTATION

## Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

 Year	 Period	 Area	 Ownership	 Division	 Level	 Ind Code	 Industry	 Avg Weekly Wages
2017	1st Qtr	Sterling County	Total All	00	0	10	Total, all industries	\$1,004
2018	1st Qtr	Sterling County	Total All	00	0	10	Total, all industries	\$966
2017	2nd Qtr	Sterling County	Total All	00	0	10	Total, all industries	\$804
2018	2nd Qtr	Sterling County	Total All	00	0	10	Total, all industries	\$803
2018	3rd Qtr	Sterling County	Total All	00	0	10	Total, all industries	\$821
2017	3rd Qtr	Sterling County	Total All	00	0	10	Total, all industries	\$803
2017	4th Qtr	Sterling County	Total All	00	0	10	Total, all industries	\$866

**2017 Manufacturing Average Wages by Council of Government Region  
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
<b>Texas</b>	<b>\$26.24</b>	<b>\$54,587</b>
<a href="#"><u>1. Panhandle Regional Planning Commission</u></a>	\$23.65	\$49,190
<a href="#"><u>2. South Plains Association of Governments</u></a>	\$19.36	\$40,262
<a href="#"><u>3. NORTEX Regional Planning Commission</u></a>	\$23.46	\$48,789
<a href="#"><u>4. North Central Texas Council of Governments</u></a>	\$26.80	\$55,747
<a href="#"><u>5. Ark-Tex Council of Governments</u></a>	\$18.59	\$38,663
<a href="#"><u>6. East Texas Council of Governments</u></a>	\$21.07	\$43,827
<a href="#"><u>7. West Central Texas Council of Governments</u></a>	\$21.24	\$44,178
<a href="#"><u>8. Rio Grande Council of Governments</u></a>	\$18.44	\$38,351
<a href="#"><u>9. Permian Basin Regional Planning Commission</u></a>	\$26.24	\$54,576
<a href="#"><u>10. Concho Valley Council of Governments</u></a>	\$19.67	\$40,924
<a href="#"><u>11. Heart of Texas Council of Governments</u></a>	\$21.53	\$44,781
<a href="#"><u>12. Capital Area Council of Governments</u></a>	\$31.49	\$65,497
<a href="#"><u>13. Brazos Valley Council of Governments</u></a>	\$17.76	\$39,931
<a href="#"><u>14. Deep East Texas Council of Governments</u></a>	\$17.99	\$37,428
<a href="#"><u>15. South East Texas Regional Planning Commission</u></a>	\$34.98	\$72,755
<a href="#"><u>16. Houston-Galveston Area Council</u></a>	\$28.94	\$60,202
<a href="#"><u>17. Golden Crescent Regional Planning Commission</u></a>	\$26.94	\$56,042
<a href="#"><u>18. Alamo Area Council of Governments</u></a>	\$22.05	\$48,869
<a href="#"><u>19. South Texas Development Council</u></a>	\$15.07	\$31,343
<a href="#"><u>20. Coastal Bend Council of Governments</u></a>	\$28.98	\$60,276
<a href="#"><u>21. Lower Rio Grande Valley Development Council</u></a>	\$17.86	\$37,152
<a href="#"><u>22. Texoma Council of Governments</u></a>	\$21.18	\$44,060
<a href="#"><u>23. Central Texas Council of Governments</u></a>	\$19.30	\$40,146
<a href="#"><u>24. Middle Rio Grande Development Council</u></a>	\$24.07	\$50,058

Source: Texas Occupational Employment and Wages

Data published: July 2018

Data published annually, next update will be July 31, 2019

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

**TAB 14**

*Schedules A1, A2, B, C and D completed and signed Economic Impact (if applicable)*

See attached Schedules A1, A2, B, C and D

**Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)**

Date **2/1/2019**  
 Applicant Name **Bluebell Solar II, LLC**  
 ISD Name **Sterling City ISD**

Form 50-296A  
 Revised May 2014

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
	Year	School Year (YYYY)	Tax Year (Fill in actual tax year below)	Column A New investment (original cost) in <b>tangible personal property</b> placed in service during this year that will become Qualified Property	Column B New investment made during this year in <b>buildings or permanent nonremovable components of buildings</b> that will become Qualified Property	Column C Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Column D Other new investment made during this year that may become Qualified Property [SEE NOTE]	Column E <b>Total Investment</b> (Sum of Columns A+B+C+D)
Investment made before filing complete application with district				Not eligible to become Qualified Property			[The only other investment made before filing complete application with district that may become Qualified Property is land.]	0
Investment made after filing complete application with district, but before final board approval of application	--	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	2019	0	0	0	0	0
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period				0	0	0	0	0
Complete tax years of qualifying time period	QTP1	2020-2021	2020	110,000,000	0	0	0	110,000,000
	QTP2	2021-2022	2021	0	0	0	0	0
<b>Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]</b>				110,000,000	0	0	0	110,000,000
				<b>Enter amounts from TOTAL row above in Schedule A2</b>				
<b>Total Qualified Investment (sum of green cells)</b>				110,000,000				

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application. Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

**Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)**

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in <b>tangible personal property</b> placed in service during this year that will become Qualified Property	New investment made during this year in <b>buildings or permanent nonremovable components of buildings</b> that will become Qualified Property	Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other investment made during this year that will become Qualified Property [SEE NOTE]	Total Investment (A+B+C+D)
Total Investment from Schedule A1*	--	<b>TOTALS FROM SCHEDULE A1</b>		110,000,000	0	0	0	110,000,000
Enter amounts from TOTAL row in Schedule A1 in the row below								
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>	0	2020-2021	2020	0	0	0	0	0
Value limitation period***	1	2021-2022	2021	0	0	0	0	0
	2	2022-2023	2022	0	0	0	0	0
	3	2023-2024	2023	0	0	0	0	0
	4	2024-2025	2024	0	0	0	0	0
	5	2025-2026	2025	0	0	0	0	0
	6	2026-2027	2026	0	0	0	0	0
	7	2027-2028	2027	0	0	0	0	0
	8	2028-2029	2028	0	0	0	0	0
	9	2029-2030	2029	0	0	0	0	0
	10	2030-2031	2030	0	0	0	0	0
<b>Total Investment made through limitation</b>				110,000,000	0	0	0	110,000,000
Continue to maintain viable presence	11	2031-2032	2031			0		0
	12	2032-2033	2032			0		0
	13	2033-2034	2033			0		0
	14	2034-2035	2034			0		0
	15	2035-2036	2035			0		0
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2036-2037	2036			0		0
	17	2037-2038	2037			0		0
	18	2038-2039	2038			0		0
	19	2039-2040	2039			0		0
	20	2040-2041	2040			0		0
	21	2041-2042	2041			0		0
	22	2042-2043	2042			0		0
	23	2043-2044	2043			0		0
	24	2044-2045	2044			0		0
	25	2045-2046	2045			0		0

\* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the **first row**.

\*\* Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.

\*\*\* If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were **not** captured on Schedule A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

**Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)**

Date

**2/1/2019**

Applicant Name

**Bluebell Solar II, LLC**

**Form 50-296A**

ISD Name

Sterling City ISD

Revised May 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
				Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2020-2021	2020	0	0	0	0	0	0
Value Limitation Period	1	2021-2022	2021	0	0	70,840,000	70,840,000	70,840,000	30,000,000
	2	2022-2023	2022	0	0	64,680,000	64,680,000	64,680,000	30,000,000
	3	2023-2024	2023	0	0	58,520,000	58,520,000	58,520,000	30,000,000
	4	2024-2025	2024	0	0	51,590,000	51,590,000	51,590,000	30,000,000
	5	2025-2026	2025	0	0	44,660,000	44,660,000	44,660,000	30,000,000
	6	2026-2027	2026	0	0	37,730,000	37,730,000	37,730,000	30,000,000
	7	2027-2028	2027	0	0	30,030,000	30,030,000	30,030,000	30,000,000
	8	2028-2029	2028	0	0	23,100,000	23,100,000	23,100,000	23,100,000
	9	2029-2030	2029	0	0	18,480,000	18,480,000	18,480,000	18,480,000
	10	2030-2031	2030	0	0	16,170,000	16,170,000	16,170,000	16,170,000
Continue to maintain viable presence	11	2031-2032	2031	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	12	2032-2033	2032	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	13	2033-2034	2033	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	14	2034-2035	2034	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	15	2035-2036	2035	0	0	16,170,000	16,170,000	16,170,000	16,170,000
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2036-2037	2036	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	17	2037-2038	2037	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	18	2038-2039	2038	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	19	2039-2040	2039	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	20	2040-2041	2040	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	21	2041-2042	2041	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	22	2042-2043	2042	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	23	2043-2044	2043	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	24	2044-2045	2044	0	0	16,170,000	16,170,000	16,170,000	16,170,000
	25	2045-2046	2045	0	0	16,170,000	16,170,000	16,170,000	16,170,000

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.  
Only include market value for eligible property on this schedule.

**Schedule C: Employment Information**

Date 2/1/2019  
 Applicant Name Bluebell Solar II, LLC  
 ISD Name Sterling City ISD

**Form 50-296A**  
 Revised May 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A Number of Construction FTE's or man-hours (specify)	Column B Average annual wage rates for construction workers	Column C Number of non-qualifying jobs applicant estimates it will create (cumulative)	Column D Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column E Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019	150 FTE	50,000	0	0	0
	0	2020-2021	2020	150 FTE	50,000	0	0	0
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2021-2022	2021	N/A	N/A	0	1	45,016
	2	2022-2023	2022	N/A	N/A	0	1	45,016
	3	2023-2024	2023	N/A	N/A	0	1	45,016
	4	2024-2025	2024	N/A	N/A	0	1	45,016
	5	2025-2026	2025	N/A	N/A	0	1	45,016
	6	2026-2027	2026	N/A	N/A	0	1	45,016
	7	2027-2028	2027	N/A	N/A	0	1	45,016
	8	2028-2029	2028	N/A	N/A	0	1	45,016
	9	2029-2030	2029	N/A	N/A	0	1	45,016
10	2030-2031	2030	N/A	N/A	0	1	45,016	
Years Following Value Limitation Period	11 through 25	2031-2046	2031-2045	N/A	N/A	0	1	45,016

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
 Only include jobs on the project site in this school district.

- C1.** Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)  Yes  No  
 If yes, answer the following two questions:
- C1a.** Will the applicant request a job waiver, as provided under 313.025(f-1)?  Yes  No
- C1b.** Will the applicant avail itself of the provision in 313.021(3)(F)?  Yes  No

**Schedule D: Other Incentives (Estimated)**

**Date** 2/1/2019  
**Applicant Name** Bluebell Solar II, LLC  
**ISD Name** Sterling City ISD

**Form 50-296A**  
 Revised May 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Tax Code Chapter 312	County: Sterling County	2021	10 Years	Annual Avg. of \$218,759	100%	0
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Local Government Code Chapters 380/381	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Freeport Exemptions	N/A	N/A	N/A	N/A	N/A	N/A
Non-Annexation Agreements	N/A	N/A	N/A	N/A	N/A	N/A
Enterprise Zone/Project	N/A	N/A	N/A	N/A	N/A	N/A
Economic Development Corporation	N/A	N/A	N/A		N/A	
Texas Enterprise Fund	N/A	N/A	N/A		N/A	
Employee Recruitment	N/A	N/A	N/A		N/A	
Skills Development Fund	N/A	N/A	N/A		N/A	
Training Facility Space and Equipment	N/A	N/A	N/A		N/A	
Infrastructure Incentives	N/A	N/A	N/A		N/A	
Permitting Assistance	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
<b>TOTAL</b>				218,759		0

Additional information on incentives for this project:

**TAB 15**

*Economic Impact Analysis, other payments made in the state or other economic information (if applicable)*

None

**TAB 16**

*Description of Reinvestment Zone or Enterprise Zone, including:*

- a) Evidence that the area qualifies as a enterprise zone as defined by the Governor's office*
- b) Legal description of reinvestment zone\**
- c) Order, resolution, or ordinance established the reinvestment zone\**
- d) Guidelines and criteria for creating the zone\**

16a) Not Applicable

16b) See Attached

16c) See Attached

16d) See Attached

STATE OF TEXAS

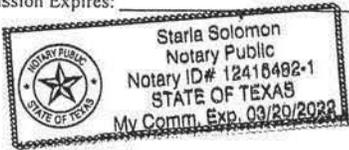
County of Texas ss:

Before me Starla Solomon on this day personally appeared Ashley H Old and William Smith, known to me (or proven to me on the oath of \_\_\_\_\_ or through DK) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of June, 2018.

My Commission Expires: \_\_\_\_\_

(Seal)



[Signature]  
Notary Public

Loan originator (Organization): Mortgage Financial Services, LLC; NMLS #: 43021  
Loan originator (Individual): Lindsey Renee Bozeman Biggs; NMLS #: 315828



023109

FILED

AT 2:50 O'CLOCK P M  
ON THE 10 DAY OF July  
A.D., 2018.

STATE OF TEXAS  
COUNTY OF STERLING  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the OPR Records of Sterling County, Texas.

[Signature] DEPUTY

JERRI McCUTCHEN  
COUNTY AND DISTRICT CLERK  
STERLING COUNTY, TEXAS



JERRI McCUTCHEN  
County and District Clerk,  
Sterling County, Texas

VOL. 102 PAGE 236  
RECORDED July 10, 2018

023110

FILED July 9 2013  
AT 4:45 o'clock M  
JERRI McCUTCHEN  
County Clerk, Sterling County, Texas  
By Deputy

ORDER NO. 2013-001

**AN ORDER OF THE COMMISSIONERS COURT OF STERLING COUNTY, TEXAS: (1) APPROVING AN ECONOMIC DEVELOPMENT PROGRAM REGARDING REAL PROPERTY LOCATED IN SAID COUNTY PURSUANT TO CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE AND OTHER AUTHORITY; (2) DECLARING COUNTY INTENT TO PARTICIPATE IN TAX ABATEMENT AGREEMENTS, AND AUTHORIZING AND APPROVING COUNTY ELIGIBILITY TO PARTICIPATE IN TAX ABATEMENT; (3) APPROVING CREATION OF A TAX ABATEMENT REINVESTMENT ZONE ON REAL PROPERTY LOCATED IN SAID COUNTY PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE AND OTHER AUTHORITY; AND (4) ESTABLISHING AN EFFECTIVE DATE AND COMPLIANCE WITH THE TEXAS OPEN MEETING ACT.**

**WHEREAS**, Sterling County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Sterling County Commissioners Court ("Commissioners Court") is the governing body of said County; and

**WHEREAS**, pursuant to Article V, Section 18 and Article III Section 52-a of the Texas Constitution, Chapters 81 and 381 of the Texas Local Government Code, Chapter 312 of the Texas Tax Code, and other authority, the County may develop and administer economic development programs to stimulate business and commercial activity in Sterling County, Texas, including the creation of tax abatement reinvestment zones to be created, designated, and administered regarding tax abatement agreements; and

**WHEREAS**, the Commissioners Court, in the public interest and through the use of its lawful authority, discretion, and best business judgment, finds it should directly engage and assist in the effort to stimulate and improve business and commercial activity in Sterling County, Texas through the successful enactment, implementation, and administration of worthwhile economic development programs for said county as allowed by law, including but not limited to the (1) execution and implementation of economic development and tax abatement agreements, (2) creation and administration of tax abatement reinvestment zones, (3) use of County personnel, employees, funds, and services, (4) acceptance of contributions, donations, and gifts of authorized resources, (5) making of loans or grants of public funds, and (7) performance of other activities allowed by law, and further, finds these activities are authorized economic development tools available to the County to stimulate business and commercial activity pursuant to the authority herein described; and

**WHEREAS**, there exists certain real property, more particularly described as follows: all those certain contiguous tracts or parcels of land, being and situated in Sterling County, Texas, as described in the attached Exhibit A ("Property"); and

**WHEREAS**, in order to stimulate business and commercial activity in Sterling County, Texas, the Commissioners Court desires by this order to establish, implement, and administer the following economic development program ("Project") for the Property: the acquisition, placement, location, construction, maintenance, repair, and operation, by a private party or business entity, or by a governmental entity, on all or part of the Property, of machinery, equipment, materials, structures, improvements, and infrastructure actually constructed and operated on the Property to generate, produce, and/or distribute electricity, including but not limited to machinery, equipment, materials, structures, improvements, and infrastructure related to solar energy facilities; and

**WHEREAS**, the acquisition, placement, location, construction, maintenance, repair, and operation of the Project on the Property, due to its size and scope, will result over time in increased economic opportunity for the people of Sterling County, Texas and have a positive effect regarding local economic issues, including but not limited to (1) increased local tax bases, (2) increased employment and wages, (3) increased wholesale and retail sales, and (4) a decrease in the number of families living in poverty; and

**WHEREAS**, Bluebell Solar, LLC, has filed an application with the County and (1) indicated a desire to develop the Property in accordance with the Project requirements herein described, and (2) requested the County's creation of a tax abatement reinvestment zone regarding the Property prior to the negotiation for and potential execution of a tax abatement agreement with the County regarding the Property and Project; and

**WHEREAS**, all prerequisites to the creation and designation of a tax abatement reinvestment zone for the Property and Project, including public notice and a public hearing, have been established and accomplished by the County as required by law and the active Sterling County Tax Abatement Guidelines and Criteria dated June 6, 2017; and

**WHEREAS**, the Commissioners Court desires by this order to approve (1) the Project for the Property, (2) the County's eligibility to participate in tax abatement, and (3) a tax abatement reinvestment zone regarding the Property and Project; and

**WHEREAS**, the Commissioners Court finds that all public purposes described in this order shall be obtained or substantially achieved through the creation, designation, implementation, and administration of a tax abatement reinvestment zone on and regarding the Property for the Project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Commissioners Court of Sterling County, Texas, for and on behalf of the County and in the public interest, as follows:

- (1) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.

- (2) All statements made in the caption, preamble, and preliminary recitals of this order and all attached documents are incorporated by reference.
- (3) The following economic development program (or Project) is approved regarding the Property to stimulate business and commercial activity in Sterling County, Texas: the acquisition, placement, location, construction, maintenance, repair, and operation, by a private party or business entity, or by a governmental entity, on all or part of the Property, of machinery, equipment, materials, structures, improvements, and infrastructure actually constructed and operated on the Property to generate, produce, and/or distribute electricity, including but not limited to machinery, equipment, materials, structures, improvements, and infrastructure related to solar energy facilities.
- (4) All lawful economic development tools available to the County, including tax abatement, shall be considered for use and implementation regarding the Property and Project through the exercise of the lawful authority, discretion, and best business judgment of the Commissioners Court.
- (5) The Commissioners Court declares: (a) the County's intent to participate in tax abatement agreements, from time to time and through the exercise of its lawful authority, discretion, and best business judgment to stimulate business and commercial activity in Sterling County, Texas; and (b) that the County elects to become eligible to participate in tax abatement as allowed by law.
- (6) The following tax abatement reinvestment zone is hereby approved, created, designated, and established, and shall be implemented and administered, by the County regarding the Property and Project: **Sterling County, Texas Tax Abatement Reinvestment Zone No. 2018-001** ("Zone"), with the land area for the Zone being more particularly described pursuant to the public records of the Offices of the County Clerk of Sterling County, Texas and the Sterling County Appraisal District, to which reference is made for all purposes, as a contiguous land area, containing approximately 35,488 acres, more or less, located in Sterling County, Texas and a part of Abstract Nos. 667, 94, 984, 469, 1111, 468, 1056, 95, 1069, 96, 890, 97, 1160, 909, 1225, 104, 917, 114, 846, 132, 20, 142, 807, 976, 146, 833, 147, 159, 318, 158, 834, 721, 1107, 402, 805, 401, 406, 806, 754, 407, 412, 848, 969, 835, 413, 103, 102, 1229, 1230, 101, 1158, 879, 115, 1067, 116, 1228, 117, 958, 1333, 1238, 1283, 323, 118, 1114, 918, 1331, 893, 1237, 122, 778, 121, 1068, 725, 1217, 316, 120, 1330, 119, 612, 136, 1234, 649, 861, 133, 919, 134, 865, 135, 1223, 1037, 181, 1115, 141, 1005, 140, 864, 139, 1242, 779, 138, 1086, 137, 957, 650, 1088, 849, 148, 1006, 149, 880, 150, 1087, 151, 1043, 152, 1070, 813, 157, 1295, 156, 946, 155, 796, 154, 856, 793, 153, 1232, 828, 651, 776, 161, 162, 914, 915, 163, 1096, 164, 877, 165, 804, 170, 777,

169, 913, 168, 883, 167, 1099, 166, 907, 652, 937, 171, 912, 172, 885, 173, 954, 174, 955, 175, 906, 180, 313, 179, 774, 775, 178, 887, 177, 892, 176, 1118, 653, 886, 366, 517, 956, 518, 1004, 672, 1236, 1140, 371, 888, 1231, 1108, 1207, 520, 1003, 519, 878, 522, 826, 673, 523, 675, 870, 1001, and 871 therein, and more particularly described in the attached Exhibit A.

- (7) The Commissioners Court finds that: (a) all public notice requirements for the creation and designation of the Zone and Project on the Property were accomplished as required by law; (b) a public hearing regarding a proposed Zone for the Property was properly conducted at a public meeting of the Commissioners Court, after notice for said meeting and hearing was accomplished as required by law; (c) the improvements sought within the Zone are feasible and practical and will be a benefit to the land to be included in the Zone and to the County after the expiration of any tax abatement agreement; and (d) the Zone area designation and Project on the Property will contribute to the retention or expansion of primary employment or will attract major investment in the Zone that will be a benefit to the Property included in the Zone and will contribute to the economic development of Sterling County, Texas.
- (8) This order shall take effect immediately after its passage.
- (9) All prior acts of the County, including its elected officials, appointed officials, officers, employees, agents, attorneys, and representatives, are hereby ratified, confirmed, and approved regarding this and any related matter.
- (10) This matter was ordered, adopted, and approved at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

ORDERED, ADOPTED, AND APPROVED on the 9 day of July, 2018.

THE COMMISSIONERS COURT OF  
STERLING COUNTY, TEXAS

*Lonnie Maerk*

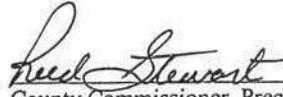
County Judge  
Sterling County, Texas

*Edith [Signature]*

County Commissioner, Precinct 2  
Sterling County, Texas

\_\_\_\_\_  
County Commissioner, Precinct 1  
Sterling County, Texas

\_\_\_\_\_  
County Commissioner, Precinct 3  
Sterling County, Texas

  
\_\_\_\_\_  
County Commissioner, Precinct 4  
Sterling County, Texas

**ATTEST:**

  
\_\_\_\_\_  
County Clerk  
Sterling County, Texas

**EXHIBIT A**

**Property Description:**

**Sterling County, Texas Tax Abatement Reinvestment Zone No. 2018-001**

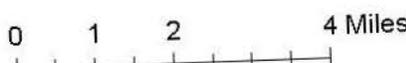
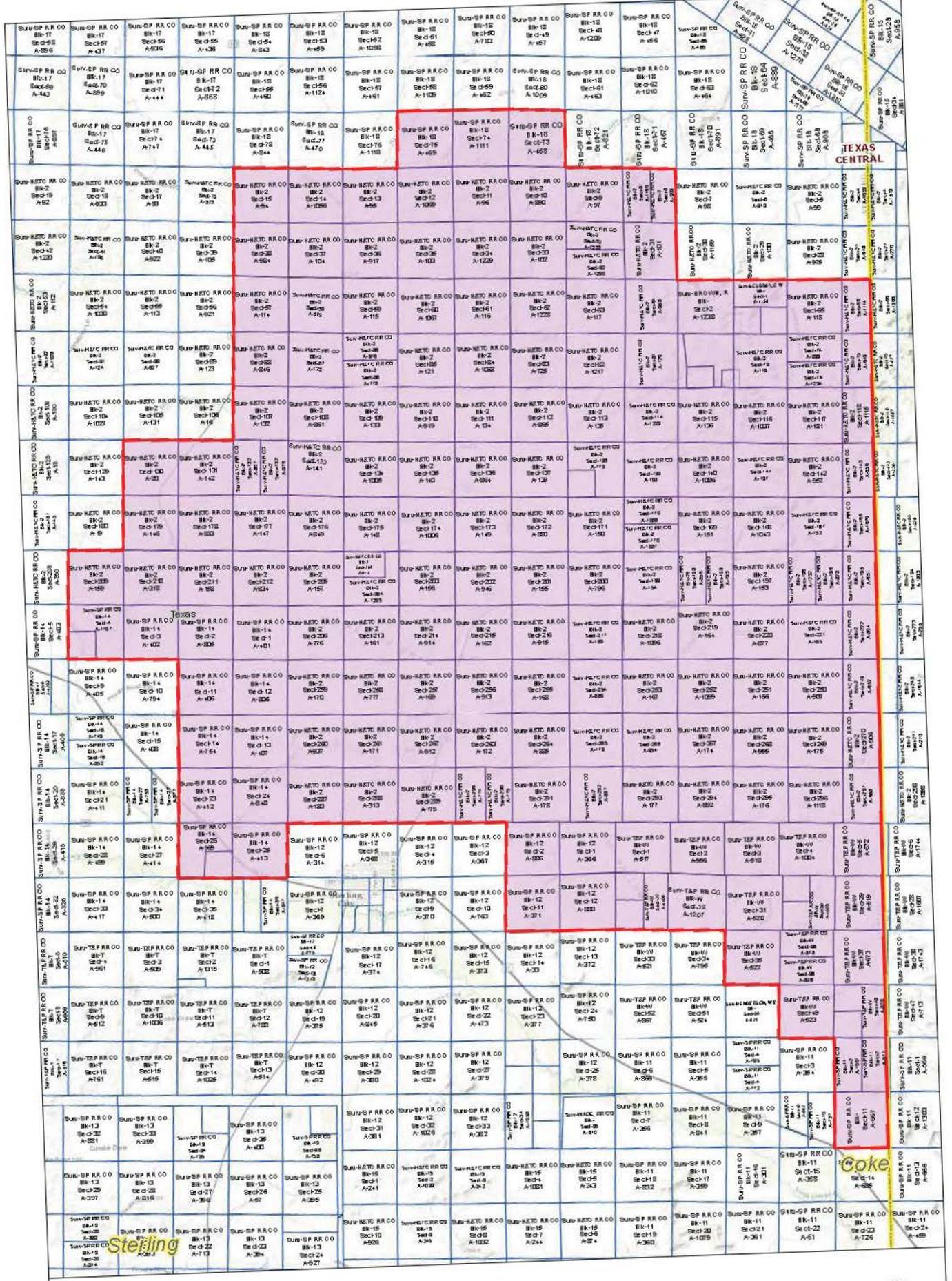
Survey Name	Abstract	Block	Section	Alt Survey Name
SP RR CO	667	11	11	
H&TC RR CO	94	2	15	
H&TC RR CO	984	2	38	SMITH, M
SP RR CO	469	18	75	
SP RR CO	1111	18	74	MORROW, J R
SP RR CO	468	18	73	
H&TC RR CO	1056	2	14	LOVELESS, T B
H&TC RR CO	95	2	13	
H&TC RR CO	1069	2	12	POWELL, L
H&TC RR CO	96	2	11	
H&TC RR CO	890	2	10	HOLLOWAY, D E
H&TC RR CO	97	2	9	
H&TC RR CO	1160	2	8	SCUDDAY, C W
H&TC RR CO	909	2	8	POWELL, R L
H&TC RR CO	1225	2	32	POWELL, L
H&TC RR CO	104	2	37	
H&TC RR CO	917	2	36	ROBERTS, B F
H&TC RR CO	114	2	57	
H&TC RR CO	846	2	88	SMITH, M
H&TC RR CO	132	2	107	
H&TC RR CO	20	2	130	BRENNANDE, T
H&TC RR CO	142	2	131	
H&TC RR CO	807	2	132	DAVIS, H
H&TC RR CO	976	2	132	REED, N
H&TC RR CO	146	2	179	
H&TC RR CO	833	2	178	KELLIS, J H
H&TC RR CO	147	2	177	
H&TC RR CO	159	2	209	
H&TC RR CO	318	2	210	LACKEY, J
H&TC RR CO	158	2	211	
H&TC RR CO	834	2	212	KELLIS, J H
SP RR CO	721	14	4	SLATON, G B
SP RR CO	1107	14	4	KELLIS, MRS H
SP RR CO	402	14	3	
SP RR CO	805	14	2	DAVIS, H
SP RR CO	401	14	1	
SP RR CO	406	14	11	
SP RR CO	806	14	12	DAVIS, H
SP RR CO	754	14	14	DAVIS, H
SP RR CO	407	14	13	

SP RR CO	412	14	23	
SP RR CO	848	14	24	SULLIVAN, M T
SP RR CO	969	14	26	MORROW, J L
SP RR CO	835	14	26	LATHAM, J L
SP RR CO	413	14	25	
H&TC RR CO	103	2	35	
H&TC RR CO	102	2	33	
H&TC RR CO	1229	2	34	THOMAS, J K
H&TC RR CO	1230	2	32	THOMAS, J K
H&TC RR CO	101	2	31	
SCUDDAY, C W	1158		1	
H&TC RR CO	879	2	58	CRAWFOR, C N
H&TC RR CO	115	2	59	
H&TC RR CO	1067	2	60	POWELL, L
H&TC RR CO	116	2	61	
H&TC RR CO	1228	2	62	THOMAS, J K
H&TC RR CO	117	2	63	
H&TC RR CO	958	2	64	HULL, S L
HALL, M B J ESTATE	1333			
BROWN, R	1238		2	
TINNEY, J	1283		6	
MURRAY, W W	323		5	
H&TC RR CO	118	2	65	
H&TC RR CO	1114	2	66	NUNLEY, A B
H&TC RR CO	918	2	86	ROBERTS, B F
DAVIS, W R / WALTER, R	1331			
H&TC RR CO	893	2	74	HULLS, S L
BROWN, R	1237		3	
H&TC RR CO	122	2	87	
H&TC RR CO	778	2	86	ROBERTS, B F
H&TC RR CO	121	2	85	
H&TC RR CO	1068	2	84	POWELL, L
H&TC RR CO	725	2	83	
H&TC RR CO	1217	2	82	DAVIS, M H
LONGACRE, D	316			
H&TC RR CO	120	2	81	
DAVIS, W R / WALTER, R	1330			
H&TC RR CO	119	2	73	
WAIBEL, W	612		1	
H&TC RR CO	136	2	115	
H&TC RR CO	1234	2	74	DECK, H

H&TC RR CO	649	2	75	
H&TC RR CO	861	2	108	BRENNAND, T
H&TC RR CO	133	2	109	
H&TC RR CO	919	2	110	ROBERTS, B F
H&TC RR CO	134	2	111	
H&TC RR CO	865	2	112	BURDETT, M C
H&TC RR CO	135	2	113	
H&TC RR CO	1223	2	114	MUNN, N
H&TC RR CO	1037	2	116	HULL, S L
H&TC RR CO	181	2	117	
H&TC RR CO	1115	2	118	NUNLEY, A B
H&TC RR CO	141	2	133	
H&TC RR CO	1005	2	134	CHAMBERS, R A
H&TC RR CO	140	2	135	
H&TC RR CO	864	2	136	BURDETT, M C
H&TC RR CO	139	2	137	
H&TC RR CO	1242	2	138	PHILLIPS, C W
H&TC RR CO	779	2	138	TOLLESON, W B
H&TC RR CO	138	2	139	
H&TC RR CO	1086	2	140	WILEY, J D
H&TC RR CO	137	2	141	
H&TC RR CO	957	2	142	HULL, S L
H&TC RR CO	650	2	143	
H&TC RR CO	1088	2	170	WILEY, J D
H&TC RR CO	849	2	176	SULLIVAN, M T
H&TC RR CO	148	2	175	
H&TC RR CO	1006	2	174	CHAMBERS, R A
H&TC RR CO	149	2	173	
H&TC RR CO	880	2	172	DAVIS, M H
H&TC RR CO	150	2	171	
H&TC RR CO	1087	2	170	WILEY, J D
H&TC RR CO	151	2	169	
H&TC RR CO	1043	2	168	HUMBLE, P A
H&TC RR CO	152	2	167	
H&TC RR CO	1070	2	166	POWELL, R L
H&TC RR CO	813	2	204	DUNN, C J
H&TC RR CO	157	2	205	
H&TC RR CO	1295	2	204	MARAK, T
H&TC RR CO	156	2	203	
H&TC RR CO	946	2	202	DAVIS, M H
H&TC RR CO	155	2	201	

H&TC RR CO	796	2	200	BYNUM, J A
H&TC RR CO	154	2	199	
H&TC RR CO	856	26	198	WESTBROOK, J W
H&TC RR CO	793	2	198	BOYD, J R
H&TC RR CO	153	2	197	
H&TC RR CO	1232	2	196	BUCKNER, J B
H&TC RR CO	828	2	196	HUMBLE, P A
H&TC RR CO	651	2	195	
H&TC RR CO	776	2	206	NEWTON, W B
H&TC RR CO	161	2	213	
H&TC RR CO	162	2	215	
H&TC RR CO	914	2	214	RENSHAW, A D
H&TC RR CO	915	2	216	RENSHAW, A D
H&TC RR CO	163	2	217	
H&TC RR CO	1096	2	218	WILLINGHAM, T D
H&TC RR CO	164	2	219	
H&TC RR CO	877	2	220	COPELAND, C J
H&TC RR CO	165	2	221	
H&TC RR CO	804	2	222	COPELAND, J L
H&TC RR CO	170	2	259	
H&TC RR CO	777	2	258	NEWTON, W B
H&TC RR CO	169	2	257	
H&TC RR CO	913	2	256	RENSHAW, A D
H&TC RR CO	168	2	255	
H&TC RR CO	883	2	254	GARRETT, R A
H&TC RR CO	167	2	253	
H&TC RR CO	1099	2	252	COPELAND, J L
H&TC RR CO	166	2	251	
H&TC RR CO	907	2	250	OWEN, L C
H&TC RR CO	652	2	249	
H&TC RR CO	937	2	260	WESTBROOK, W A
H&TC RR CO	171	2	261	
H&TC RR CO	912	2	262	RENSHAW, A D
H&TC RR CO	172	2	263	
H&TC RR CO	885	2	264	HILL, B T
H&TC RR CO	173	2	265	
H&TC RR CO	954	2	266	HOLLOWAY, M A
H&TC RR CO	174	2	267	
H&TC RR CO	955	2	268	HOLLOWAY, M A
H&TC RR CO	175	2	269	
H&TC RR CO	906	2	270	OWEN, L C

H&TC RR CO	180	2	287	
H&TC RR CO	313	2	288	KENNEDY, G
H&TC RR CO	179	2	289	
H&TC RR CO	774	2	290	NEWTON, W B
H&TC RR CO	775	2	290	NEWTON, W B
H&TC RR CO	178	2	291	
H&TC RR CO	887	2	292	HILL, B T
H&TC RR CO	177	2	293	
H&TC RR CO	892	2	294	HOLLOWAY, M A
H&TC RR CO	176	2	295	
H&TC RR CO	1118	2	296	PRICE, R H
H&TC RR CO	653	2	297	
SP RR CO	886	12	2	HILL, B T
SP RR CO	366	12	1	
T&P RR CO	517	W	1	
T&P RR CO	956	W	2	HOLLOWAY, M A
T&P RR CO	518	W	3	
T&P RR CO	1004	W	4	CRAWFORD, C N
T&P RR CO	672	W	5	
T&P RR CO	1236	W	32	PERRY, T
T&P RR CO	1140	W	30	HUBBS, J T
SP RR CO	371	12	11	
SP RR CO	888	12	12	HILL, B T
T&P RR CO	1231	W	32	APPLETON, J H
T&P RR CO	1108	W	32	LEWTER, D T
T&P RR CO	1207	W	32	BROWN, J H
T&P RR CO	520	W	31	
T&P RR CO	1003	W	30	CRAWFORD, C N
T&P RR CO	519	W	29	
T&P RR CO	878	W	36	COPE, J E
T&P RR CO	522	W	35	
T&P RR CO	826	W	36	HUBBS, J T
T&P RR CO	673	W	37	
T&P RR CO	523	W	49	
T&P RR CO	675	W	48	TATOM, E G
T&P RR CO	870	W	48	CONE, M L
SP RR CO	1001	11	2	BUGG, J H
SP RR CO	871	11	2	CONE, M L



Proposed Reinvestment Zone  
 County  
 TX SURVEY



**ORDER**

**AN ORDER OF THE STERLING COUNTY COMMISSIONERS COURT:  
(1) APPROVING THE TAX ABATEMENT GUIDELINES AND  
CRITERIA FOR STERLING COUNTY, TEXAS; AND (2)  
ESTABLISHING AN EFFECTIVE DATE AND COMPLIANCE WITH  
THE TEXAS OPEN MEETING ACT.**

**WHEREAS**, Sterling County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Sterling County Commissioners Court ("Commissioners Court") is the governing body of said County; and

**WHEREAS**, pursuant to Article V, Section 18, Chapter 312 of the Texas Tax Code ("Chapter 312"), and other authority, the County may develop and administer tax abatement guidelines and criteria as part of an economic development program designed to stimulate business and commercial activity in the County; and

**WHEREAS**, pursuant to Chapter 312 and other authority, the Commissioners Court desires to consider, order, enact, and approve the Tax Abatement Guidelines and Criteria for Sterling County, Texas ("Guidelines") in the form and scope described in the attached Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Sterling County Commissioners Court, for and in behalf of said County and in the public interest, as follows:

- (1) Singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, where necessary for a correct meaning of this instrument.
- (2) All statements made in the caption, preamble, and preliminary recitals of this instrument, and all documents attached to this instrument, are true, correct, and incorporated by reference for all purposes.
- (3) It is ordered that: (a) the Tax Abatement Guidelines and Criteria for Sterling County, Texas are approved and enacted in the form and scope described in the attached Exhibit A; and (b) said Guidelines are approved for execution by the Commissioners Court, and approved for attestation by the District/County Clerk.
- (4) This order shall take effect immediately from and after its passage.
- (5) This order may be amended or revised by a subsequent order of the Commissioners Court.

(6) This matter was considered, passed, ordered, adopted, and approved at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

PASSED, ORDERED, ADOPTED, AND APPROVED on the 12<sup>th</sup> day of August, 2013.

SIGNED on the 12<sup>th</sup> day of August, 2013.

COMMISSIONERS COURT OF  
STERLING COUNTY, TEXAS

Joseph D. ...  
County Judge

Ed ...  
County Commissioner, Precinct 2  
Sterling County, Texas

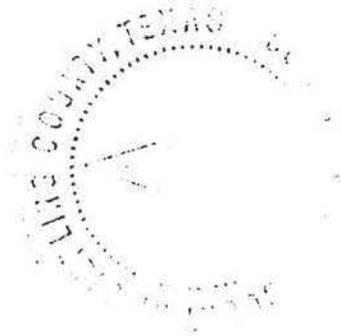
Reed Stewart  
County Commissioner, Precinct 4  
Sterling County, Texas

John ...  
County Commissioner, Precinct 1  
Sterling County, Texas

Deborah ...  
County Commissioner, Precinct 3  
Sterling County, Texas

**ATTEST:**

Susan Wyatt  
District/County Clerk  
Sterling County, Texas



**EXHIBIT A**

**TAX ABATEMENT GUIDELINES AND CRITERIA  
FOR STERLING COUNTY, TEXAS**

**EFFECTIVE DATE: AUGUST 12, 2013**

**I. Introduction and Definitions**

Sterling County, Texas (“County”) is committed to the promotion of development in all portions of the County and to improving the quality of life for its citizens. These Tax Abatement Guidelines and Criteria for Sterling County, Texas (“Guidelines”) will establish a uniform policy of tax abatement designed to provide a long term, significant, and positive economic impact on the County.

The Commissioners Court of Sterling County, Texas (“Commissioners Court”) reserves the right, through the exercise of its discretion and best business judgment, to negotiate a tax abatement agreement as authorized by law in order to compete favorably with other communities. It is the goal of the County to grant tax abatements on the same terms and conditions as the other taxing entities having jurisdiction on the property; however, nothing herein shall limit the discretion of the Commissioners Court to consider, adopt, modify or decline any tax abatement request as authorized by law.

These Guidelines are enacted pursuant to Chapter 312 of the Texas Tax Code (“Chapter 313”) and other authority. These Guidelines shall be: (a) effective on August 12, 2013; (b) at all times kept current with regard to the needs of the County; (c) reflective of the official views of the Commissioners Court regarding the matters herein described; and (d) reviewed by the Commissioners Court every two years.

As used in these Guidelines, unless otherwise designated, the following terms have the following meanings:

“Appraiser” shall mean the Chief Appraiser of the Sterling County, Texas Appraisal District.

“Abatement” shall mean the full or partial exemption from ad valorem taxes of certain property in a reinvestment zone designated by the County for economic development purposes.

“Affected jurisdiction” shall mean Sterling County, Texas, any municipality, taxing entity or school district which is located in said County that levies ad valorem taxes upon and/or provides services to property located within the proposed or existing reinvestment zone designated by the Commissioners Court of Sterling County, Texas.

“Agreement” shall mean a contractual agreement between a property owner and/or lessee and the County.

“Applicant” shall mean the legal entity seeking tax abatement.

“Base year value” shall mean the assessed value of eligible property on January 1 of the year of the execution of the agreement, plus the agreed upon value of real and personal property improvements made after January 1, but before the execution of the agreement.

“Commencement of Construction” shall mean the placement or construction of any improvements that are part of the project in the reinvestment zone. The storage of building materials in the reinvestment zone that are to be used in construction of the improvements does not constitute commencement of construction. Engineering, site preparation and similar activity shall not be considered commencement of construction so long as permanent improvements that are part of the project have not been constructed and placed in the reinvestment zone.

“Commissioners Court” shall mean the Commissioners Court of Sterling County, Texas;

“County” shall mean Sterling County, Texas, acting by and through its governing body, the Commissioners Court.

“County Judge” shall mean the County Judge of Sterling County, Texas.

“Facility” shall mean property improvements completed or in the process of construction, which together comprise an integral whole.

“Guidelines” shall mean these Tax Abatement Guidelines and Criteria for Sterling County, Texas.

“Modernization” shall mean the upgrading and/or replacement of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

“New facility” shall mean improvements to real estate previously undeveloped which is placed into service by means other than, or in conjunction with, expansion or modernization.

“New jobs” shall mean a newly created employment position on a full-time permanent basis. Two or more part-time permanent employees totaling an average of not less than forty (40) hours per week may be considered as one full-time permanent employee.

Unless specially defined, words or phrases used in these Guidelines shall be interpreted according to their common usage in order to result in the most reasonable application.

Singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, where necessary for a correct interpretation of these Guidelines.

When legal authority is cited or described in these Guidelines, it shall be interpreted to include the active version of said authority.

## **II. Guidelines and Criteria**

In order to be eligible for designation as a tax abatement reinvestment zone and receive tax abatement, the planned improvement must add at least \$2,000,000.00 in taxable value to the tax roll of eligible properties.

In consideration of the request for designation as a reinvestment zone and to receive tax abatement, the following factors are adopted for consideration by the County:

- **Jobs** -- The projected new jobs created, the retention of existing jobs, the types of jobs, the average payroll and the number of local persons hired shall be considered.
- **Fiscal Impact** -- The amount of real and personal property value that will be added to the tax roll, the infrastructure improvements by the County that will be required by the facility, and the infrastructure improvements made by the facility shall be considered.
- **Community Impact** -- The business opportunities of existing local vendors, the revitalization of a depressed area, the impact on the taxing entities, and the employment opportunities of the project shall be considered.

## **III. Abatement Authorization**

**Authorized Date** -- A facility shall be eligible to apply for tax abatement if it has applied for such abatement prior to the commencement of construction provided that such facility meets the criteria granting tax abatement in reinvestment zones created in the County.

**Creation of New Values** -- Abatement may only be granted for the additional value of eligible property improvements made subsequent to the filing of the application for tax abatement and specified in the abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require.

**New and Existing Facilities** -- Abatement may be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require.

**Eligible Property** -- Abatement may be extended to the value above the Base Year Value of buildings, structures, fixed machinery and equipment, fixed personal property, and site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the facility.

**Ineligible Property** -- The following types of property shall be fully taxable and ineligible for abatement: (a) land; (b) inventories; (c) supplies; (d) tools; (e) animals; (f)

furnishings and other forms of movable personal property; (g) vehicles; (h) vessels; (i) private aircraft; (j) deferred maintenance investments; (k) property to be rented or leased except as provided in "Owned/Leased Facilities below in this Section III; and (l) any property included in the calculation of base year value as herein defined.

**Owned/Leased Facilities** -- If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

#### **IV. Standards for Tax Abatement**

The following factors, among others, shall be considered in determining whether to grant tax abatement:

- the value of existing improvements, if any;
- the type and value of proposed improvement;
- the productive life of proposed improvements;
- the number of existing jobs to be retained by proposed improvements;
- the number and type of new jobs to be created by proposed improvements;
- the amount of local payroll to be created;
- whether new jobs to be created will be filled by persons residing, or projected to reside, within the County;
- the amount which property tax base valuation will be increased during the term of abatement and after abatement;
- the costs to be incurred by the County resulting from the new improvements;
- the amount of ad valorem taxes to be paid by the County during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;
- the population growth of the County as a direct result of new improvements;
- the types and values of public improvements, if any, to be made by the applicant;
- the impact on the business opportunities of existing businesses; and

- the attraction of other new businesses into the area.

Each eligible applicant shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

#### V. Taxability

From the execution of the tax abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- The value of ineligible property as provided in the Abatement Authorization herein described shall be fully taxable.
- The base tax value of existing eligible property as determined each year shall be fully taxable.
- The additional value of new eligible property shall be fully taxable at the end of the abatement period.

#### VI. Application for Tax Abatement and Related Procedure

Any present or potential owner or lessee of taxable property in the County may request the creation of a reinvestment zone and tax abatement by filing a written application with the County Judge. The application shall contain the following:

- a general description of the new improvements to be undertaken;
- a descriptive list of the improvement for which an abatement is requested;
- a map and property description, or site plan;
- a time schedule for undertaking and completing the proposed improvements;
- in the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property for the tax year immediately preceding the application; and
- financial and other information as deemed appropriate for evaluating the financial capacity of the applicant.

Upon receipt of completed application, the County shall set the matter for a public hearing to create a tax abatement reinvestment zone if the applicant is requesting to locate in an area which is not already in such a reinvestment zone. The County shall notify in writing the presiding officer of the governing body of each taxing unit in the County which has taxing

jurisdiction in the proposed zone. A public hearing is required. Notice of a public hearing shall be clearly identified on an agenda posted prior to the hearing and published in a newspaper of general circulation at least seven days before the hearing.

A request for a variance from the provisions of these Guidelines must be made in written form to the County Judge and submitted with the application for abatement. The total duration of a tax abatement period shall not exceed ten (10) years. A variance request shall include a complete description of all alleged facts and circumstances to support the grant of a variance. A variance request may be approved only by a majority vote of the Commissioners Court conducted in an open meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

## **VII. Agreement**

Upon the approval of the tax abatement request, the Commissioners Court shall formally pass an order and execute an agreement with the owner and/or lessee of the facility which shall include:

- the estimated value to be abated and the base year value;
- the percent of value to be abated each year;
- the commencement date and termination date of the abatement;
- the proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description and improvements list;
- the contractual obligations in the event of default, violation of terms or conditions and delinquent tax recapture; and
- the provision for access and inspection of the property by the County to ensure compliance with agreement.

The tax abatement agreement typically shall be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the Commissioners Court, subject to the County's review and consideration of the issues, and the County's scheduling considerations pursuant to the Texas Open Meetings Act.

## **VIII. Recapture**

In the event that the facility is completed and begins producing product or service, but subsequently discontinues for any reason except fire, explosion, accident or natural disaster for a period of more than one (1) year during the abatement period, then: (a) the tax abatement agreement shall terminate; and (b) a termination also shall occur regarding the abatement of taxes for the calendar year during which the agreement is terminated. The taxes otherwise

abated for that calendar year shall be paid to the County within sixty (60) days from the date of termination.

Should the County determine that a company or individual is in default according to the terms and conditions of the tax abatement agreement, the County shall notify the company or individual of the default in writing at the address stated in the agreement. If the default is not cured within sixty (60) days from the date of such notice, the agreement shall be terminated.

In the event that the company or individual (a) allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for a tax protest and/or contest, or (b) violates any of the terms and conditions of the tax abatement agreement and fails to cure same during the cure period, then the tax abatement agreement shall be terminated and all taxes previously abated by virtue of the agreement shall be recaptured and paid to the County within sixty (60) days of the termination date.

#### **IX. Administration**

The Chief Appraiser of the Sterling County Appraisal District ("Appraiser") shall annually determine an assessment of the real and personal property comprising the tax abatement reinvestment zone. Each year the company or individual receiving tax abatement shall furnish the Appraiser with such information as may be necessary for the tax abatement. Once value has been established, the Chief Appraiser shall notify the Commissioners Court of the amount of the assessment.

The tax abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All County inspections will be: (a) made only after giving twenty-four (24) hours prior notice; (b) conducted only in such manner as to not unreasonably interfere with the construction and/or operation of the facility; and (c) made with one or more representatives of the company or individual and in accordance with the facility's safety standards.

Upon completion of construction, a designated representative of the County shall annually evaluate each facility receiving tax abatement to ensure compliance with the tax abatement agreement. A tax abatement agreement compliance report shall be made annually to the Commissioners Court by the County's compliance representative. All proprietary information acquired by the County for purposes of monitoring compliance with the terms and conditions of a tax abatement agreement shall be considered confidential.

#### **X. Assignment**

Tax Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by an order of the Commissioners Court, subject to the financial capacity of the assignee. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all duties and obligations of the assignor upon the same terms and conditions as set out in the tax abatement agreement. Any assignment of a tax

abatement agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. The contractual agreement with the new owner or lessee shall not exceed the termination date of the abatement agreement with the original owner and/or lessee.

No assignment or transfer shall be approved by the Commissioners Court if the parties to the existing agreement, the new owner, or the new lessee are liable to any affected jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably delayed or withheld.

**XI. Sunset Provision**

These Guidelines are effective upon the date of their adoption and will remain in force for two (2) years, unless amended by the Commissioners Court, at which time all tax abatement reinvestment zones and tax abatement agreements created pursuant to these Guidelines will be reviewed to determine whether the goals have been achieved.

Based on that review, these Guidelines may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.

**PASSED, ORDERED, ADOPTED, AND APPROVED** on the 12<sup>th</sup> day of August, 2013.

**SIGNED** on the 12<sup>th</sup> day of August, 2013.

**COMMISSIONERS COURT OF  
STERLING COUNTY, TEXAS**

*Paige Scales*

County Judge  
Sterling County, Texas

*Edell McPherson*

County Commissioner, Precinct 2  
Sterling County, Texas

*Poss Copeland*

County Commissioner, Precinct 1  
Sterling County, Texas

*Abonk W. Howard*

County Commissioner, Precinct 3  
Sterling County, Texas

*Reed Stewart*

County Commissioner, Precinct 4  
Sterling County, Texas

**ATTEST:**

*Susan Wyatt*

District/County Clerk, Sterling County, Texas

**TAB 17**

*Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative (applicant)*

See Attached

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

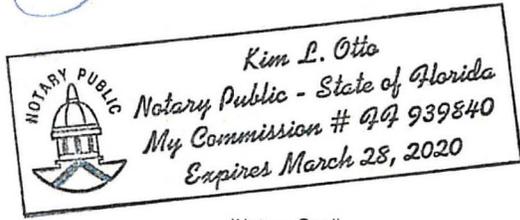
print here Bob Rauch Superintendent
Print Name (Authorized School District Representative) Title
sign here [Signature] 2-13-19
Signature (Authorized School District Representative) Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here John DiDonato President
Print Name (Authorized Company Representative (Applicant)) Title
sign here [Signature] 2-1-19
Signature (Authorized Company Representative (Applicant)) Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

1 day of February 2019

[Signature]
Notary Public in and for the State of Texas Florida

My Commission expires: 3-28-2020

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

## Attachment B

### Franchise Tax Account Status



## Franchise Tax Account Status

As of : 08/22/2019 16:10:46

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

### BLUEBELL SOLAR II, LLC

**Texas Taxpayer Number** 32066398432

**Mailing Address** 700 UNIVERSE BLVD # JB JUNO BEACH, FL 33408-2657

**Right to Transact Business in Texas** ACTIVE

**State of Formation** DE

**Effective SOS Registration Date** 03/01/2018

**Texas SOS File Number** 0802950824

**Registered Agent Name** CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO

**Registered Office Street Address** 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701

## Attachment C

### State Comptroller's Certification



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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P.O. Box 13528 • Austin, TX 78711-3528

June 4, 2019

Bob Rauch  
Superintendent  
Sterling City Independent School District  
P.O. Box 786  
Sterling City, TX 76951

Re: Certificate for Limitation on Appraised Value of Property for School District  
Maintenance and Operations taxes by and between Sterling City Independent School  
District and Bluebell Solar II, LLC, Application 1345

Dear Superintendent Rauch:

On March 6, 2019, the Comptroller issued written notice that Bluebell Solar II, LLC (applicant) submitted a completed application (Application 1345) for a limitation on appraised value under the provisions of Tax Code Chapter 313.<sup>1</sup> This application was originally submitted on February 13, 2019, to the Sterling City Independent School District (school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the Comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

**Determination required by 313.025(h)**

Sec. 313.024(a)      Applicant is subject to tax imposed by Chapter 171.  
Sec. 313.024(b)      Applicant is proposing to use the property for an eligible project.

---

<sup>1</sup> All Statutory references are to the Texas Tax Code, unless otherwise noted.

- Sec. 313.024(d) Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
- Sec. 313.024(d-2) Not applicable to Application 1345.

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

**Certificate decision required by 313.025(d)**

Determination required by 313.026(c)(1)

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district's maintenance and operations *ad valorem tax* revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period, see Attachment B.

Determination required by 313.026(c)(2)

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state, see Attachment C.

Based on these determinations, the Comptroller issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement by December 31, 2019.

Note that any building or improvement existing as of the application review start date of March 6, 2019, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Will Counihan, Director, Data Analysis & Transparency, by email at [will.counihan@cpa.texas.gov](mailto:will.counihan@cpa.texas.gov) or by phone toll-free at 1-800-531-5441, ext. 6-0758, or at 512-936-0758.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Craven". The signature is written in a cursive, flowing style.

Lisa Craven  
Deputy Comptroller

Enclosure

cc: Will Counihan

### Attachment A - Economic Impact Analysis

The following tables summarize the Comptroller's economic impact analysis of Bluebell Solar II LLC (project) applying to Sterling City Independent School District (district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

**Table 1** is a summary of investment, employment and tax impact of Bluebell Solar II LLC.

Applicant	Bluebell Solar II LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Sterling City ISD
2017-2018 Average Daily Attendance	290
County	Sterling
Proposed Total Investment in District	\$110,000,000
Proposed Qualified Investment	\$110,000,000
Limitation Amount	\$30,000,000
Qualifying Time Period (Full Years)	2020-2021
Number of new qualifying jobs committed to by applicant	1*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$866
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	\$866
Minimum annual wage committed to by applicant for qualified jobs	\$45,016
Minimum weekly wage required for non-qualifying jobs	\$864
Minimum annual wage required for non-qualifying jobs	\$44,929
Investment per Qualifying Job	\$110,000,000
Estimated M&O levy without any limit (15 years)	\$5,165,160
Estimated M&O levy with Limitation (15 years)	\$3,625,440
Estimated gross M&O tax benefit (15 years)	\$1,539,720

\* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).

**Table 2** is the estimated statewide economic impact of Bluebell Solar II LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2019	150	193	343	\$7,500,000	\$16,792,000	\$24,292,000
2020	150	203	352.695	\$7,500,000	\$19,810,000	\$27,310,000
2021	1	23	24	\$45,016	\$4,689,984	\$4,735,000
2022	1	6	7	\$45,016	\$2,727,984	\$2,773,000
2023	1	(8)	-7	\$45,016	\$1,082,984	\$1,128,000
2024	1	(14)	-13	\$45,016	\$96,984	\$142,000
2025	1	(15)	-14	\$45,016	-\$366,016	-\$321,000
2026	1	(13)	-12	\$45,016	-\$507,016	-\$462,000
2027	1	(10)	-9	\$45,016	-\$430,016	-\$385,000
2028	1	(7)	-6	\$45,016	-\$226,016	-\$181,000
2029	1	(3)	-2	\$45,016	\$26,984	\$72,000
2030	1	(0)	1	\$45,016	\$284,984	\$330,000
2031	1	2	3	\$45,016	\$517,984	\$563,000
2032	1	4	5	\$45,016	\$703,984	\$749,000
2033	1	5	6	\$45,016	\$838,984	\$884,000
2034	1	5	6	\$45,016	\$926,984	\$972,000
2035	1	5	6	\$45,016	\$954,984	\$1,000,000

Source: CPA REMI, Bluebell Solar II LLC

**Table 3** examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Sterling City ISD I&S Tax Levy	Sterling City ISD M&O Tax Levy	Sterling City ISD M&O and I&S Tax Levies	Sterling County Tax Levy	Sterling County Underground Water Conservation District Tax Levy	Estimated Total Property Taxes
			<b>0.1998</b>	<b>1.0400</b>		<b>0.5261</b>	<b>0.0159</b>		
2021	\$70,840,000	\$70,840,000		\$141,538	\$736,736	\$878,274	\$372,702	\$11,278	\$1,262,254
2022	\$64,680,000	\$64,680,000		\$129,231	\$672,672	\$801,903	\$340,293	\$10,297	\$1,152,493
2023	\$58,520,000	\$58,520,000		\$116,923	\$608,608	\$725,531	\$307,884	\$9,316	\$1,042,732
2024	\$51,590,000	\$51,590,000		\$103,077	\$536,536	\$639,613	\$271,424	\$8,213	\$919,250
2025	\$44,660,000	\$44,660,000		\$89,231	\$464,464	\$553,695	\$234,964	\$7,110	\$795,769
2026	\$37,730,000	\$37,730,000		\$75,385	\$392,392	\$467,777	\$198,504	\$6,007	\$672,287
2027	\$30,030,000	\$30,030,000		\$60,000	\$312,312	\$372,312	\$157,993	\$4,781	\$535,086
2028	\$23,100,000	\$23,100,000		\$46,154	\$240,240	\$286,394	\$121,533	\$3,678	\$411,605
2029	\$18,480,000	\$18,480,000		\$36,923	\$192,192	\$229,115	\$97,227	\$2,942	\$329,284
2030	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2031	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2032	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2033	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2034	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2035	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
			<b>Total</b>	<b>\$992,307</b>	<b>\$5,165,160</b>	<b>\$6,157,467</b>	<b>\$2,612,965</b>	<b>\$79,067</b>	<b>\$8,849,498</b>

Source: CPA, Bluebell Solar II LLC

\*Tax Rate per \$100 Valuation

**Table 4** examines the estimated direct impact on ad valorem taxes to the school district and Sterling County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county.

The difference noted in the last line is the difference between the totals in Table 3 and Table 4.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Sterling City ISD I&S Tax Levy	Sterling City ISD M&O Tax Levy	Sterling City ISD M&O and I&S Tax Levies	Sterling County Tax Levy	Sterling County Underground Water Conservation District Tax Levy	Estimated Total Property Taxes
				<b>0.1998</b>	<b>1.0400</b>		<b>0.5261</b>	<b>0.0159</b>	
2021	\$70,840,000	\$30,000,000		\$141,538	\$312,000	\$453,538	\$0	\$11,278	\$464,816
2022	\$64,680,000	\$30,000,000		\$129,231	\$312,000	\$441,231	\$0	\$10,297	\$451,528
2023	\$58,520,000	\$30,000,000		\$116,923	\$312,000	\$428,923	\$0	\$9,316	\$438,239
2024	\$51,590,000	\$30,000,000		\$103,077	\$312,000	\$415,077	\$0	\$8,213	\$423,290
2025	\$44,660,000	\$30,000,000		\$89,231	\$312,000	\$401,231	\$0	\$7,110	\$408,341
2026	\$37,730,000	\$30,000,000		\$75,385	\$312,000	\$387,385	\$0	\$6,007	\$393,391
2027	\$30,030,000	\$30,000,000		\$60,000	\$312,000	\$372,000	\$0	\$4,781	\$376,781
2028	\$23,100,000	\$23,100,000		\$46,154	\$240,240	\$286,394	\$0	\$3,678	\$290,071
2029	\$18,480,000	\$18,480,000		\$36,923	\$192,192	\$229,115	\$0	\$2,942	\$232,057
2030	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$0	\$2,574	\$203,050
2031	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2032	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2033	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2034	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
2035	\$16,170,000	\$16,170,000		\$32,308	\$168,168	\$200,476	\$85,073	\$2,574	\$288,123
			<b>Total</b>	<b>\$992,307</b>	<b>\$3,625,440</b>	<b>\$4,617,747</b>	<b>\$425,366</b>	<b>\$79,067</b>	<b>\$5,122,180</b>
			<b>Diff</b>	<b>\$0</b>	<b>\$1,539,720</b>	<b>\$1,539,720</b>	<b>\$2,187,599</b>	<b>\$0</b>	<b>\$3,727,319</b>

Assumes School Value Limitation and Tax Abatements with the County.

Source: CPA, Bluebell Solar II LLC

\*Tax Rate per \$100 Valuation

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

**Attachment B – Tax Revenue before 25<sup>th</sup> Anniversary of Limitation Start**

This represents the Comptroller’s determination that Bluebell Solar II LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
<b>Limitation Pre-Years</b>	2018	\$0	\$0	\$0	\$0
	2019	\$0	\$0	\$0	\$0
	2020	\$0	\$0	\$0	\$0
<b>Limitation Period (10 Years)</b>	2021	\$312,000	\$312,000	\$424,736	\$424,736
	2022	\$312,000	\$624,000	\$360,672	\$785,408
	2023	\$312,000	\$936,000	\$296,608	\$1,082,016
	2024	\$312,000	\$1,248,000	\$224,536	\$1,306,552
	2025	\$312,000	\$1,560,000	\$152,464	\$1,459,016
	2026	\$312,000	\$1,872,000	\$80,392	\$1,539,408
	2027	\$312,000	\$2,184,000	\$312	\$1,539,720
	2028	\$240,240	\$2,424,240	\$0	\$1,539,720
	2029	\$192,192	\$2,616,432	\$0	\$1,539,720
	2030	\$168,168	\$2,784,600	\$0	\$1,539,720
<b>Maintain Viable Presence (5 Years)</b>	2031	\$168,168	\$2,952,768	\$0	\$1,539,720
	2032	\$168,168	\$3,120,936	\$0	\$1,539,720
	2033	\$168,168	\$3,289,104	\$0	\$1,539,720
	2034	\$168,168	\$3,457,272	\$0	\$1,539,720
	2035	\$168,168	\$3,625,440	\$0	\$1,539,720
<b>Additional Years as Required by 313.026(c)(1) (10 Years)</b>	2036	\$168,168	\$3,793,608	\$0	\$1,539,720
	2037	\$168,168	\$3,961,776	\$0	\$1,539,720
	2038	\$168,168	\$4,129,944	\$0	\$1,539,720
	2039	\$168,168	\$4,298,112	\$0	\$1,539,720
	2040	\$168,168	\$4,466,280	\$0	\$1,539,720
	2041	\$168,168	\$4,634,448	\$0	\$1,539,720
	2042	\$168,168	\$4,802,616	\$0	\$1,539,720
	2043	\$168,168	\$4,970,784	\$0	\$1,539,720
	2044	\$168,168	\$5,138,952	\$0	\$1,539,720
	2045	\$168,168	\$5,307,120	\$0	\$1,539,720

**\$5,307,120**
   
 is greater than
   
 **\$1,539,720**

<b>Analysis Summary</b>	
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	Yes

NOTE: The analysis above only takes into account this project's estimated impact on the M&O portion of the school district property tax levy directly related to this project.  
 Source: CPA, Bluebell Solar II LLC

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

## **Attachment C – Limitation as a Determining Factor**

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant’s decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller’s determination.

### **Methodology**

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

### **Determination**

The Comptroller has determined that the limitation on appraised value is a determining factor in the Bluebell Solar II, LLC’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per Bluebell Solar II, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
  - A. “NextEra Energy Resources (NEER) is one of the largest wholesale generators of electric power in the U.S., with nearly 19,880 MW of generating capacity across 24 states and four Canadian provinces as of January 2017. NEER produces the majority of its electricity from clean and renewable sources, including wind and solar. NEER also provides full energy and capacity requirements services, engages in power and gas marketing, trading activities, participates in natural gas, natural gas liquids, oil production, and pipeline infrastructure development, and owns a retail electricity provider. NEER has a long-term commitment to both wind and solar with an outlook to significantly expand our fleet of clean energy generating capacity.”
  - B. “NEER is keen to develop and build the proposed Bluebell Solar II Project as per this application, but since this Project is still in the early stages of development, further investment could be, if necessary, redeployed to other counties and states competing for similar wind projects. NextEra is active in states throughout the Great Plains and southwest, where each project individually competes for a finite pool of capital investment. State and local tax incentives contribute to the lowering of the cost of power sold to our customers and making our investment more viable and marketable. NEER has over 40 wind sites in development throughout the country and are continually comparing investment opportunities, rate of return, and market viability of each project based upon project financial metrics. For example, NEER currently has ongoing project developments in many states, including but not limited to, California, North Dakota, and Oklahoma.”
  - C. “Due to the extremely competitive power market in ERCOT most if not all PPA’s economic model assumptions are based on the Project securing this Chapter 313 appraised value limitation and other local tax incentives. The property tax liabilities of a project without tax incentives in Texas lowers the return to investors and financiers to an unacceptable level at today’s contracted power rates under a PPA. A signed PPA in the Texas market is at a much lower rate than other

states because of competitively low electricity prices. Both parties of the PPA have an escape clause if the terms of the PPA cannot be met.”

- D. “Without the tax incentives in Texas, a project with a PPA becomes non-financeable. Therefore, this appraised value limitation is critical to the ability of the proposed Project to move forward as currently sited.”
- A May 9, 2018 *PV Magazine* article states that. “Denton, Texas was the second city in Texas to commit to sourcing 100% of its electricity from renewable energy, with an ambitious timeline of 2020. As part of this the city’s Public Utilities Board yesterday voted unanimously to approve a 15-year contract with NextEra for the output of a 100 MW solar project to be build in West Texas. The Bluebell 2 solar plant will be located northwest of San Angelo, and is expected to be completed and online by November. ”
  - A May 11, 2018 *gosanangelo.com* article states that, “Construction on Bluebell 2 is set to start in 2020, bringing more than 300 construction jobs, and is intended to be operational within that year.”
  - According to Regular Meeting of the Board of Trustees of the Sterling City ISD dated February 13, 2019, “Discussion and possible action to: accept the Application of Bluebell Solar II, LLC for an Appraised Value Limitation on Qualified Property; authorize the Superintendent to review the Application for completeness and submit to the Comptroller; and authorize the Superintendent to enter into any agreement to extend the deadline for Board action beyond 150 days subject to Board ratification.”
  - Supplemental information provided by the applicant indicated the following:
    - A. “No - Bluebell Solar II, LLC has not been known by any other names.”
    - B. “No – Project will be assigned a IGNR once submitted to ERCOT, which will occur in September 2019.”

#### **Supporting Information**

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value
- c) Additional information provided by the Applicant or located by the Comptroller

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

# **Supporting Information**

**Section 8 of the Application for  
a Limitation on Appraised Value**

**SECTION 6: Eligibility Under Tax Code Chapter 313.024**

1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No
2. The property will be used for one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051  Yes  No
3. Are you requesting that any of the land be classified as qualified investment?  Yes  No
4. Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
5. Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
6. Are you including property that is owned by a person other than the applicant?  Yes  No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

**SECTION 7: Project Description**

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements ( <i>complete Section 13</i> )
<input type="checkbox"/> Expansion of existing operation on the land ( <i>complete Section 13</i> )	<input type="checkbox"/> Relocation within Texas

**SECTION 8: Limitation as Determining Factor**

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No  
*Company has 312 agreement with the County*
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No  
*Company has 312 agreement with the County*
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

**Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.**

# **Supporting Information**

**Attachments provided in Tab 5  
of the Application for a  
Limitation on Appraised Value**

**TAB 5**

*Documentation to assist in determining if limitation is a determining factor.*

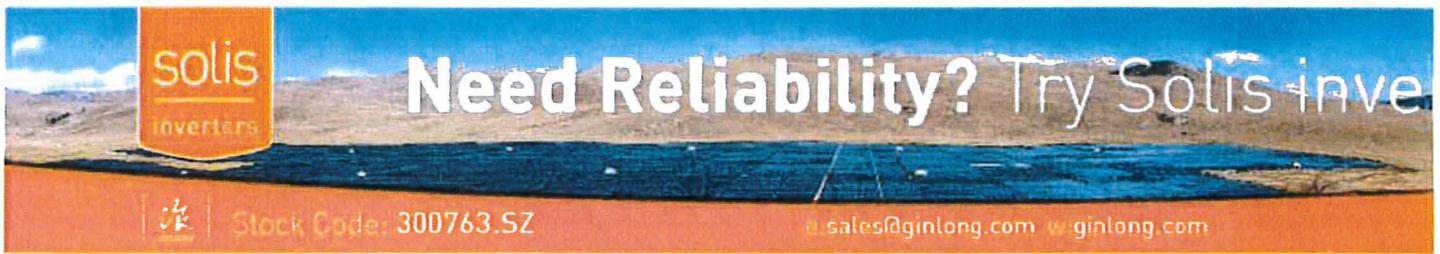
NextEra Energy Resources (NEER) is one of the largest wholesale generators of electric power in the U.S., with nearly 19,880 MW of generating capacity across 24 states and four Canadian provinces as of January 2017. NEER produces the majority of its electricity from clean and renewable sources, including wind and solar. NEER also provides full energy and capacity requirements services, engages in power and gas marketing and trading activities, participates in natural gas, natural gas liquids and oil production and pipeline infrastructure development and owns a retail electricity provider. NEER has a long-term commitment to both wind and solar with an outlook to significantly expand our fleet of clean energy generating capacity.

NEER is keen to develop and build the proposed Bluebell Solar II Project as per this application, but since this Project is still in the early stages of development, further investment could be, if necessary, redeployed to other counties and states competing for similar wind projects. NextEra is active in states throughout the Great Plains and southwest, where each project individually competes for a finite pool of capital investment. State and local tax incentives contribute to the lowering of the cost of power sold to our customers and making our investment more viable and marketable. NEER has over 40 wind sites in development throughout the country and are continually comparing investment opportunities, rate of return, and market viability of each project based upon project financial metrics. For example, NEER currently has ongoing project developments in many states, including but not limited to, California, North Dakota and Oklahoma.

Due to the extremely competitive power market in ERCOT most if not all PPA's economic model assumptions are based on the Project securing this Chapter 313 appraised value limitation and other local tax incentives. The property tax liabilities of a project without tax incentives in Texas lowers the return to investors and financiers to an unacceptable level at today's contracted power rates under a PPA. A signed PPA in the Texas market is at a much lower rate than other states because of competitively low electricity prices. Both parties of the PPA have an escape clause if the terms of the PPA cannot be met. Without the tax incentives in Texas, a project with a PPA becomes non-financeable. Therefore, this appraised value limitation is critical to the ability of the proposed Project to move forward as currently sited.

# **Supporting Information**

Additional information  
provided by the Applicant or  
located by the Comptroller



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## Denton, Texas approves 100 MW solar power contract

NextEra will build a 100 MW solar plant in West Texas to meet demand in the city, which has pledged to go 100% renewable by 2020.

MAY 9, 2018 **CHRISTIAN ROSELUND**

MARKETS POLICY UTILITY-SCALE PV TEXAS



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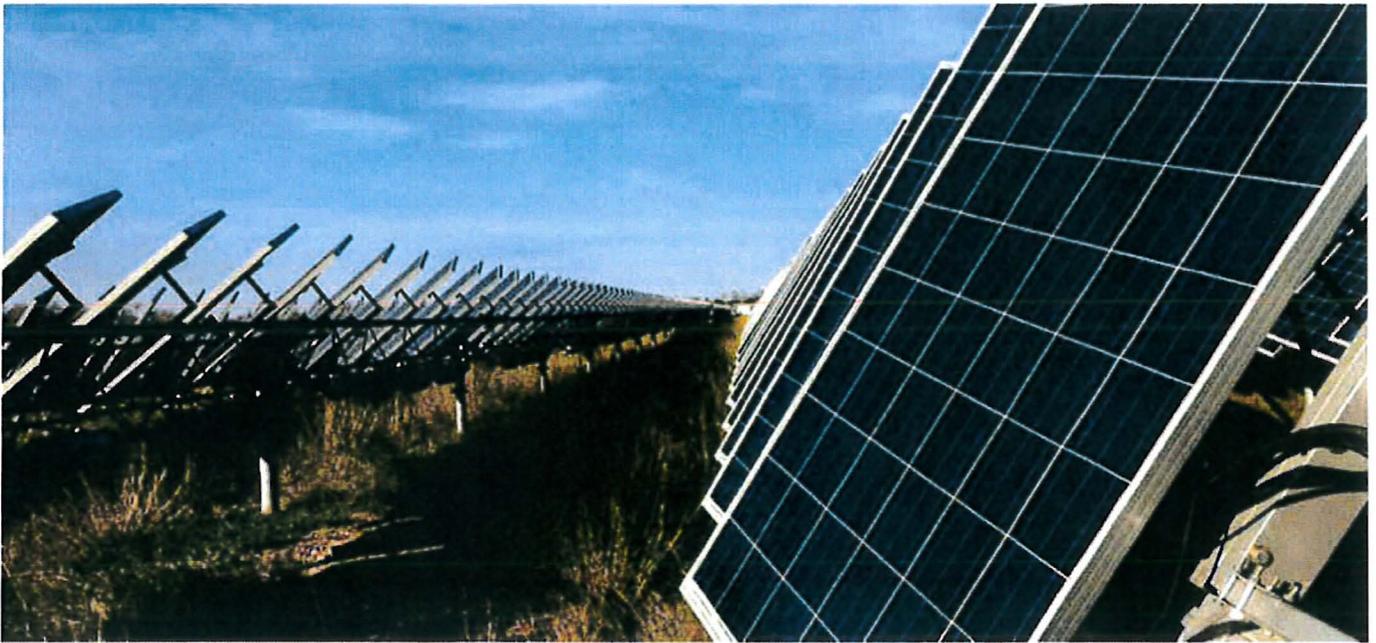


Image: Cyrus Reed, Lone Star Sierra Club



As the Trump Administration continues to dig up legal maneuvers in an attempt to keep failing coal and nuclear plants online, [cities across the United States are increasingly committing to source 100% of their electricity from renewables](#). And while this includes “blue” cities such as San Diego, California and Minneapolis, an increasing number of municipalities in so-called “red” states are also taking this pledge.

Denton, Texas was the second city in Texas to commit to sourcing 100% of its electricity from renewable energy, with an ambitious timeline of 2020. As part of this the city’s Public Utilities Board yesterday voted unanimously to approve a 15-year contract with NextEra for the output of a 100 MW solar project to be build in West Texas.

The Bluebell 2 solar plant will be located northwest of San Angelo, and is expected to be completed and online by November. Details of the power purchase agreement (PPA) were not available, however the board noted that the contract will not affect electricity rates in Denton and that it is in line or below average wholesale electricity rates.

The City of Denton previously contracted with NextEra for the output of the 30 MW Bluebell Solar 1 plant, located nearby, as well as for a 150 MW wind plant, also in West Texas, which is expected to be online

this month. [Sierra Club estimates](#) that once all three of these projects are online Denton will be getting roughly 60% of its power from renewable energy.

Municipal utilities have led a solar boom in Texas, which was [the nation's fourth-largest market last year](#). [This started in 2012](#) with San Antonio's CPS Energy and later Austin Energy signing hundreds of megawatts of PPAs with the first large solar projects in the state.

It has also been enabled by the state's socialization of the costs of building transmission to bring wind and now solar from West Texas and North Texas to cities in the center and East of the State.

Share



### CHRISTIAN ROSELUND

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Christian Roselund serves as Americas editor at pv magazine, and joined in 2014. Prior to this he covered global solar policy, markets and technology for Solar Server, and has written about renewable energy for CleanTechnica, German Energy Transition, Truthout, The Guardian (UK), and IEEE Spectrum.

[More articles from Christian Roselund](#)

 [roselund@pv-magazine.com](mailto:roselund@pv-magazine.com)



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(Photo: SunPower)

Hundreds of construction jobs will be up for grabs in the coming weeks, as a solar farm project starts near Sterling City.

NextEra Energy has started the process of constructing a 30-megawatt farm in Sterling County and anticipates beginning the hiring process soon, with plans to employ 150-200 people in construction jobs for the project.

Over the next 30 years, the farm is anticipated to generate \$6 million in tax revenue for Sterling County, said Bryan Garner, a NextEra spokesperson.

Additionally, the company has just been approved to construct another solar farm in West Texas, near the border of Sterling and Coke counties.

Both will serve the City of Denton, which committed to sourcing 100 percent of its electricity from renewable energy – becoming the second city in the state to do so, according to a Sierra Club news release. Georgetown was the first.

Denton's Public Utilities Board voted unanimously to approve a 15-year contract with NextEra for the 100-megawatt farm, dubbed Bluebell 2.

Construction on Bluebell 2 is set to start in 2020, bringing more than 300 construction jobs, and is intended to be operational within that year.

The projects will have a great economic impact on the Sterling community, Garner said.

Generally only one or two people are needed to maintain the farm once construction is finished.

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s, Garner said, adding that currently building the largest

**NOTICE OF REGULAR MEETING  
BOARD OF TRUSTEES  
STERLING CITY INDEPENDENT SCHOOL DISTRICT**

**TO THE BOARD MEMBER ADDRESSED:**

Notice is hereby given that a **Regular Meeting** of the Board of Trustees of the Sterling City Independent School District will be held on Wednesday, February 13, 2019, at 7:00 PM in the Board Room of the Sterling City ISD Administration Building in Sterling City, Texas.

This notice was posted and filed in compliance with the Open Meetings Law on **Sunday, February 10, 2019 at 7:00 p.m.**

***Bob Rauch***

Superintendent

For the Sterling City ISD Board of Trustees

**--- OFFICIAL AGENDA ---**

The items to be discussed or considered, or upon which any formal action may be taken are as follows. Agenda items do not have to be taken in the same order as listed.

**1. CALL TO ORDER - ESTABLISH A QUORUM**

**2. OPEN FORUM**

**3. REPORTS AND PRESENTATIONS**

A. Superintendent Report

- a. Team of 8 Board Training [ESC 15 on February 25, 2019 at 5:30pm]

**4. ITEMS FOR DISCUSSION AND CONSIDERATION**

- A. Discussion and possible action to: accept the Application of Blubell Solar II, LLC for an Appraised Value Limitation on Qualified Property; authorize the Superintendent to review the Application for completeness and submit to the Comptroller; and authorize the Superintendent to enter into any agreement

to

extend the deadline for Board action beyond 150 days subject to Board ratification.

- B. Discussion and possible action to retain consultants to assist the District in processing of

Application for Appraised Value Limitation on Qualified Property from

- Blubell Solar II, LLC.
  - C. 2018 Property Value Study
  - D. Walker Quality Services
  - E. Consent Agenda
    - a. Minutes from previous meeting(s)
    - b. Financial report
  - F. Budget Amendment(s)
  - G. Order Regular School Board Election for May 4, 2019
  - H. District Policy Update 112
  - I. Executive Session (*Personnel TGC 551.074*)
  - J. Superintendent's Recommendation for Hire of New Staff
  - K. Elementary Principal Position
  - L. 2019-2020 Salaries & Stipends
  - M. Superintendent Contract
  - N. Next Board Meeting Date
- 5. ADJOURNMENT**

Note: During the course of the meeting, should a discussion of any item on the agenda be held in executive or closed session, the Board may convene in such executive or closed session by law, "*Texas Government Code, Chapter 551*". All final actions, decisions, or votes shall be made in open session.

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)  
– Sterling City ISD – Bluebell Solar II, LLC App. #1345

Comptroller Questions (via email on May 31, 2019):

1. *Please also list any other names by which this project may have been known in the past-- in media reports, investor presentations, or any listings with any federal or state agency.*
2. *Has this project applied to ERCOT at this time? If so, please provide the project's GINR number.*

Applicant Response (via email on May 31, 2019):

1. *No - Bluebell Solar II, LLC has not been known by any other names.*
2. *No – Project will be assigned a GINR once submitted to ERCOT, which will occur in September 2019.*

# Attachment D

## Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION  
FINANCIAL IMPACT OF THE PROPOSED BLUEBELL SOLAR  
II, LLC PROJECT IN THE STERLING CITY INDEPENDENT  
SCHOOL DISTRICT  
(PROJECT # 1345)**

**PREPARED BY**



**MARCH 8, 2019**

## Executive Summary

Bluebell Solar II, LLC (Company) has requested that the Sterling City Independent School District (SCISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to SCISD on February 13, 2019 the Company plans to invest \$70.8 million to construct a manufacturing facility. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

The Bluebell Solar II project is consistent with the state’s goal to “encourage large scale capital investments in this state.” When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, SCISD may offer a minimum value limitation of \$30 million. This value limitation, under the proposed application, will begin in 2021-22 and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the agreement.

MCA’s initial school finance analysis is detailed in this report, incorporating the major legislative changes adopted in 2017. The overall conclusions are as follows, but please read all of the subsequent details in the report below for more information.

Total Revenue Loss Payment owed to SCISD	\$310,840
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the district.)	\$1.2 million

## Application Process

After the school district has submitted an application to the Comptroller’s Office (Comptroller), the Comptroller begins reviewing the application for completeness. The purpose of this review is to ensure all necessary information and attachments are included in the application before moving forward with the formal review process. At the time the application is determined complete—typically 4-6 weeks after receipt—the Comptroller will deliver a Completeness Letter to the company and the school district. The Completeness Letter for this project was issued on March 6, 2019.

The issuance of a Completeness Letter is important because it sets the timeline for the rest of process. From the date of issuance, the Comptroller has 90 days to conduct its full review of

the project and provide its certificate for a limitation on appraised value. After the certificate is received, the district has until the 150<sup>th</sup> day from the receipt of the Completeness Letter to adopt an agreement.

After the Comptroller's certificate is received, O'Hanlon, Demerath & Castillo will contact the school district to discuss the value limitation agreement and begin negotiations of the supplemental benefit payment with the Company. A final version of the agreement must be submitted to the Comptroller for review 30 days prior to final adoption by the school district's board of trustees.

Prior to final board meeting, O'Hanlon, Demerath & Castillo Demerath will provide the district with the necessary agenda language and any additional action items. The school board will review the Value Limitation Agreement and Findings of Fact that detail the project's conformance with state law. The school board will be asked to consider the adoption of a job waiver during this meeting.

## How the 313 Agreement Interacts with Texas School Finance

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of two components: Tier I (based on ADA, special student populations and M&O taxes at the compressed tax rate) and Tier II (based on weighted ADA for each penny of tax effort above a specified level). (For more detailed information on the school finance funding system, please review the Texas Education Agency's website ([Manuals and Presentations](#)) or ([School Finance-One Page Descriptions](#)).

Because the general school finance formula system calculates state aid entitlements using the Comptroller's certified property value for the preceding year, the first year is often problematic financially. The implementation of the value limitation often results in an M&O revenue loss to the school district in the first year of the limitation that would not be reimbursed by the state but require some type of compensation from the Company under the revenue protection provisions of the agreement. **If the full value of the project increases significantly during the value limitation period, the revenue losses may be greater than originally estimated.**

A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 1-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter).

Future legislative action on school funding could potentially affect the impact of the value limitation on the school district's finances and result in revenue-loss estimates that differ from the estimates presented in this report.

## Underlying School District Data Assumptions

The agreement between the school district and the applicant calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. The Basic Allotment

remained at \$5,140 and the Tier II Austin yield increased to \$106.28 for 2018-19, which is maintained for future years.

Static school district enrollment and property values are used to isolate the effects of the value limitation under the school finance system. Any previously-approved Chapter 313 projects are also factored into the M&O tax bases used. The impact of the Chapter 313 project value returning to the total tax roll for M&O funding purposes is beyond the scope of this revenue report.

ADA: 295  
 Local Tax Base: \$948.9 million  
 M&O Tax Rate: \$1.04 per \$100  
 I&S Tax Rate: \$0.1998 per \$100  
 Wealth per WADA: \$792,613

Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis.

**Table 1 - Base District Information with Bluebell Solar II Project Value and Limitation Values**

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
QTP0	2019-20	295.00	565.73	\$1.0400	\$0.1998	\$839,070,033	\$839,070,033	\$885,345,513	\$885,345,513	\$1,564,961	\$1,564,961
QTP1	2020-21	295.00	565.73	\$1.0400	\$0.1998	\$781,134,554	\$781,134,554	\$775,540,501	\$775,540,501	\$1,370,867	\$1,370,867
QTP2/VL1	2021-22	295.00	565.73	\$1.0400	\$0.1998	\$844,603,014	\$803,763,014	\$717,605,022	\$717,605,022	\$1,268,458	\$1,268,458
VL2	2022-23	295.00	565.73	\$1.0400	\$0.1998	\$835,423,014	\$800,743,014	\$781,073,482	\$740,233,482	\$1,380,647	\$1,308,457
VL3	2023-24	295.00	565.73	\$1.0400	\$0.1998	\$826,243,014	\$797,723,014	\$771,893,482	\$737,213,482	\$1,364,420	\$1,303,119
VL4	2024-25	295.00	565.73	\$1.0400	\$0.1998	\$816,293,014	\$794,703,014	\$762,713,482	\$734,193,482	\$1,348,193	\$1,297,781
VL5	2025-26	295.00	565.73	\$1.0400	\$0.1998	\$806,343,014	\$791,683,014	\$752,763,482	\$731,173,482	\$1,330,606	\$1,292,442
VL6	2026-27	295.00	565.73	\$1.0400	\$0.1998	\$799,413,014	\$791,683,014	\$742,813,482	\$728,153,482	\$1,313,018	\$1,287,104
VL7	2027-28	295.00	565.73	\$1.0400	\$0.1998	\$791,713,014	\$791,683,014	\$735,883,482	\$728,153,482	\$1,300,768	\$1,287,104
VL8	2028-29	295.00	565.73	\$1.0400	\$0.1998	\$784,783,014	\$784,783,014	\$728,183,482	\$728,153,482	\$1,287,157	\$1,287,104
VL9	2029-30	295.00	565.73	\$1.0400	\$0.1998	\$780,163,014	\$780,163,014	\$721,253,482	\$721,253,482	\$1,274,908	\$1,274,908
VL10	2030-31	295.00	565.73	\$1.0400	\$0.1998	\$777,853,014	\$777,853,014	\$716,633,482	\$716,633,482	\$1,266,741	\$1,266,741
VP1	2031-32	295.00	565.73	\$1.0400	\$0.1998	\$777,853,014	\$777,853,014	\$714,323,482	\$714,323,482	\$1,262,658	\$1,262,658
VP2	2032-33	295.00	565.73	\$1.0400	\$0.1998	\$777,853,014	\$777,853,014	\$714,323,482	\$714,323,482	\$1,262,658	\$1,262,658
VP3	2033-34	295.00	565.73	\$1.0400	\$0.1998	\$777,853,014	\$777,853,014	\$714,323,482	\$714,323,482	\$1,262,658	\$1,262,658
VP4	2034-35	295.00	565.73	\$1.0400	\$0.1998	\$777,853,014	\$777,853,014	\$714,323,482	\$714,323,482	\$1,262,658	\$1,262,658
VP5	2035-36	295.00	565.73	\$1.0400	\$0.1998	\$777,853,014	\$777,853,014	\$714,323,482	\$714,323,482	\$1,262,658	\$1,262,658

\*Basic Allotment: \$5,140; AISD Yield: \$106.28; Equalized Wealth: \$514,000 per WADA

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

### M&O Impact of the Bluebell Solar II project on SCISD

A model is established to make a calculation of the “Baseline Revenue Model” (Table 2) by adding the total value of the project to the model, without assuming a value limitation is approved. A separate model is established to make a calculation of the “Value Limitation Revenue Model” (Table 3) by adding the project’s limited value of \$30 million to the model. The difference between the two models (Table 4) indicates there will be a total revenue loss of \$310,840 over the course of the Agreement, with most of the loss reflected in the first

limitation year (2021-22). Nearly all reduction in M&O taxes under the limitation agreement is offset through a reduction in recapture costs owed to the state under current law.

**Table 2-- “Baseline Revenue Model” --Project Value Added with No Value Limitation**

Year of Agreement	School Year	M&O Taxes @		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
		Compressed Rate	State Aid							
<b>QTP0</b>	2019-20	\$4,853,931	\$84,312	-\$3,203,120	\$194,157	\$0	\$0	\$497	\$10,709	\$1,940,485
<b>QTP1</b>	2020-21	\$4,286,163	\$129,575	-\$2,622,514	\$171,447	\$0	\$0	\$501	\$10,709	\$1,975,881
QTP2/VL1	2021-22	\$4,916,322	\$84,312	-\$2,867,575	\$196,653	\$0	\$0	\$621	\$10,709	\$2,341,041
VL2	2022-23	\$4,825,126	\$129,575	-\$2,972,211	\$193,005	\$0	\$0	\$560	\$10,709	\$2,186,763
VL3	2023-24	\$4,733,930	\$84,312	-\$2,894,006	\$189,357	\$0	\$0	\$556	\$10,709	\$2,124,857
VL4	2024-25	\$4,635,034	\$129,575	-\$2,811,350	\$185,401	\$0	\$0	\$550	\$10,709	\$2,149,919
VL5	2025-26	\$4,536,138	\$84,312	-\$2,727,299	\$181,446	\$0	\$0	\$546	\$10,709	\$2,085,851
VL6	2026-27	\$4,466,838	\$129,575	-\$2,661,656	\$178,674	\$0	\$0	\$545	\$10,709	\$2,124,684
VL7	2027-28	\$4,389,838	\$84,312	-\$2,598,615	\$175,594	\$0	\$0	\$540	\$10,709	\$2,062,378
VL8	2028-29	\$4,321,918	\$129,575	-\$2,539,475	\$172,877	\$0	\$0	\$538	\$10,709	\$2,096,141
VL9	2029-30	\$4,276,642	\$84,312	-\$2,495,870	\$171,066	\$0	\$0	\$537	\$10,709	\$2,047,395
VL10	2030-31	\$4,254,004	\$129,575	-\$2,471,302	\$170,160	\$0	\$0	\$538	\$10,709	\$2,093,683
<b>VP1</b>	2031-32	\$4,254,004	\$84,312	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,054,003
<b>VP2</b>	2032-33	\$4,254,004	\$129,575	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,099,266
<b>VP3</b>	2033-34	\$4,254,004	\$84,312	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,054,003
<b>VP4</b>	2034-35	\$4,254,004	\$129,575	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,099,266
<b>VP5</b>	2035-36	\$4,254,004	\$84,312	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,054,003

QTP= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

**Table 3-- “Value Limitation Revenue Model” --Project Value Added with Value Limit**

Year of Agreement	School Year	M&O Taxes @		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
		Compressed Rate	State Aid							
<b>QTP0</b>	2019-20	\$4,853,931	\$84,312	-\$3,203,120	\$194,157	\$0	\$0	\$497	\$10,709	\$1,940,485
<b>QTP1</b>	2020-21	\$4,286,163	\$129,575	-\$2,622,514	\$171,447	\$0	\$0	\$501	\$10,709	\$1,975,881
QTP2/VL1	2021-22	\$4,507,922	\$84,312	-\$2,624,666	\$180,317	\$0	\$0	\$569	\$10,709	\$2,159,163
VL2	2022-23	\$4,478,326	\$129,575	-\$2,662,536	\$179,133	\$0	\$0	\$548	\$10,709	\$2,135,754
VL3	2023-24	\$4,448,730	\$84,312	-\$2,637,408	\$177,949	\$0	\$0	\$547	\$10,709	\$2,084,839
VL4	2024-25	\$4,419,134	\$129,575	-\$2,612,315	\$176,765	\$0	\$0	\$545	\$10,709	\$2,124,412
VL5	2025-26	\$4,389,538	\$84,312	-\$2,587,261	\$175,582	\$0	\$0	\$544	\$10,709	\$2,073,424
VL6	2026-27	\$4,389,538	\$129,575	-\$2,580,020	\$175,582	\$0	\$0	\$546	\$10,709	\$2,125,929
VL7	2027-28	\$4,389,538	\$84,312	-\$2,580,020	\$175,582	\$0	\$0	\$546	\$10,709	\$2,080,666
VL8	2028-29	\$4,321,918	\$129,575	-\$2,539,404	\$172,877	\$0	\$0	\$538	\$10,709	\$2,096,212
VL9	2029-30	\$4,276,642	\$84,312	-\$2,495,870	\$171,066	\$0	\$0	\$537	\$10,709	\$2,047,395
VL10	2030-31	\$4,254,004	\$129,575	-\$2,471,302	\$170,160	\$0	\$0	\$538	\$10,709	\$2,093,683
<b>VP1</b>	2031-32	\$4,254,004	\$84,312	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,054,003
<b>VP2</b>	2032-33	\$4,254,004	\$129,575	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,099,266
<b>VP3</b>	2033-34	\$4,254,004	\$84,312	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,054,003
<b>VP4</b>	2034-35	\$4,254,004	\$129,575	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,099,266
<b>VP5</b>	2035-36	\$4,254,004	\$84,312	-\$2,465,720	\$170,160	\$0	\$0	\$539	\$10,709	\$2,054,003

QTP= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

**Table 4 – Value Limit less Project Value with No Limit**

Year of Agreement	School Year	M&O Taxes @		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
		Compressed Rate	State Aid							
<b>QTP0</b>	2019-20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>QTP1</b>	2020-21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>QTP2/VL1</b>	2021-22	-\$408,400	\$0	\$242,910	-\$16,336	\$0	\$0	-\$52	\$0	-\$181,878
VL2	2022-23	-\$346,800	\$0	\$309,674	-\$13,872	\$0	\$0	-\$12	\$0	-\$51,009
VL3	2023-24	-\$285,200	\$0	\$256,599	-\$11,408	\$0	\$0	-\$9	\$0	-\$40,018
VL4	2024-25	-\$215,900	\$0	\$199,035	-\$8,636	\$0	\$0	-\$5	\$0	-\$25,507
VL5	2025-26	-\$146,600	\$0	\$140,038	-\$5,864	\$0	\$0	-\$2	\$0	-\$12,428
VL6	2026-27	-\$77,300	\$0	\$81,636	-\$3,092	\$0	\$0	\$1	\$0	\$1,245
VL7	2027-28	-\$300	\$0	\$18,595	-\$12	\$0	\$0	\$6	\$0	\$18,289
VL8	2028-29	\$0	\$0	\$71	\$0	\$0	\$0	\$0	\$0	\$71
VL9	2029-30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VL10	2030-31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>VP1</b>	2031-32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>VP2</b>	2032-33	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>VP3</b>	2033-34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>VP4</b>	2034-35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>VP5</b>	2035-36	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

***M&O Impact on the Taxpayer***

Under the assumptions used here, the potential tax savings from the value limitation total \$1.5 million over the life of the agreement. The SCISD revenue losses are expected to total approximately \$310,840 over the course of the agreement. In total, the potential net tax benefits (after hold-harmless payments are made) are estimated to reach \$1.2 million, prior to any negotiations with Bluebell Solar II on supplemental payments.

***I&S Funding Impact on School District***

The project remains fully taxable for debt services taxes, with SCISD currently levying a \$0.1998 per \$100 I&S rate. The project is not expected to affect school district enrollment and is expected to depreciate over the life of the agreement and beyond. Local taxpayers should benefit from the addition of the Bluebell Solar II project to the local I&S tax roll, especially in the early years of the project. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

**Table 5 - Estimated Financial Impact of the Bluebell Solar II Project Property Value Limitation Request Submitted to SCISD at \$1.04 per \$100 M&O Tax Rate**

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	School District Revenue Losses	Estimated Net Tax Benefits
QTP0	2019-20	\$0	\$0	\$0	\$1.040	\$0	\$0	\$0	\$0	\$0
QTP1	2020-21	\$0	\$0	\$0	\$1.040	\$0	\$0	\$0	\$0	\$0
QTP2/VL1	2021-22	\$70,840,000	\$30,000,000	\$40,840,000	\$1.040	\$736,736	\$312,000	\$424,736	-\$181,878	\$242,858
VL2	2022-23	\$64,680,000	\$30,000,000	\$34,680,000	\$1.040	\$672,672	\$312,000	\$360,672	-\$51,009	\$309,663
VL3	2023-24	\$58,520,000	\$30,000,000	\$28,520,000	\$1.040	\$608,608	\$312,000	\$296,608	-\$40,018	\$256,590
VL4	2024-25	\$51,590,000	\$30,000,000	\$21,590,000	\$1.040	\$536,536	\$312,000	\$224,536	-\$25,507	\$199,029
VL5	2025-26	\$44,660,000	\$30,000,000	\$14,660,000	\$1.040	\$464,464	\$312,000	\$152,464	-\$12,428	\$140,036
VL6	2026-27	\$37,730,000	\$30,000,000	\$7,730,000	\$1.040	\$392,392	\$312,000	\$80,392	\$0	\$80,392
VL7	2027-28	\$30,030,000	\$30,000,000	\$30,000	\$1.040	\$312,312	\$312,000	\$312	\$0	\$312
VL8	2028-29	\$23,100,000	\$23,100,000	\$0	\$1.040	\$240,240	\$240,240	\$0	\$0	\$0
VL9	2029-30	\$18,480,000	\$18,480,000	\$0	\$1.040	\$192,192	\$192,192	\$0	\$0	\$0
VL10	2030-31	\$16,170,000	\$16,170,000	\$0	\$1.040	\$168,168	\$168,168	\$0	\$0	\$0
VP1	2031-32	\$16,170,000	\$16,170,000	\$0	\$1.040	\$168,168	\$168,168	\$0	\$0	\$0
VP2	2032-33	\$16,170,000	\$16,170,000	\$0	\$1.040	\$168,168	\$168,168	\$0	\$0	\$0
VP3	2033-34	\$16,170,000	\$16,170,000	\$0	\$1.040	\$168,168	\$168,168	\$0	\$0	\$0
VP4	2034-35	\$16,170,000	\$16,170,000	\$0	\$1.040	\$168,168	\$168,168	\$0	\$0	\$0
VP5	2035-36	\$16,170,000	\$16,170,000	\$0	\$1.040	\$168,168	\$168,168	\$0	\$0	\$0
						<b>\$5,165,160</b>	<b>\$3,625,440</b>	<b>\$1,539,720</b>	<b>-\$310,840</b>	<b>\$1,228,880</b>

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

**Note: School district revenue-loss estimates are subject to change based on numerous factors, including:**

- Legislative and Texas Education Agency administrative changes to the underlying school finance formulas used in these calculations.
- Legislative changes addressing property value appraisals and exemptions.
- Year-to-year appraisals of project values and district taxable values.
- Changes in school district tax rates and student enrollment.

# Attachment E

## Taxable Value of Property

 **Taxes**

Property Tax Assistance

**2017 ISD Summary Worksheet**

**216/Sterling**

**216-901/Sterling City ISD**

<b>Category</b>	<b>Local Tax Roll Value</b>	<b>2017 WTD Mean Ratio</b>	<b>2017 PTAD Value Estimate</b>	<b>2017 Value Assigned</b>
<b>A. Single-Family Residences</b>	18,499,920	.7863	23,527,814	23,527,814
<b>B. Multi-Family Residences</b>	691,910	N/A	691,910	691,910
<b>C1. Vacant Lots</b>	1,388,480	N/A	1,388,480	1,388,480
<b>C2. Colonia Lots</b>	0	N/A	0	0
<b>D1. Rural Real(Taxable)</b>	7,354,190	1.1707	6,281,640	6,281,640
<b>D2. Real Prop Farm &amp; Ranch</b>	7,164,590	N/A	7,164,590	7,164,590
<b>E. Real Prop NonQual Acres</b>	11,884,510	N/A	11,884,510	11,884,510
<b>F1. Commercial Real</b>	3,869,750	N/A	3,869,750	3,869,750
<b>F2. Industrial Real</b>	527,374,440	N/A	527,374,440	527,374,440
<b>G. Oil, Gas, Minerals</b>	69,149,390	.9864	70,102,788	70,102,788
<b>J. Utilities</b>	102,233,390	.9099	112,356,732	112,356,732
<b>L1. Commercial Personal</b>	3,490,890	N/A	3,490,890	3,490,890
<b>L2. Industrial Personal</b>	31,454,800	N/A	31,454,800	31,454,800
<b>M. Other Personal</b>	391,620	N/A	391,620	391,620
<b>N. Intangible Personal Prop</b>	0	N/A	0	0
<b>O. Residential Inventory</b>	0	N/A	0	0
<b>S. Special Inventory</b>	0	N/A	0	0
<b>Subtotal</b>	784,947,880		799,979,964	799,979,964
<b>Less Total Deductions</b>	349,717,146		351,575,006	351,575,006
<b>Total Taxable Value</b>	435,230,734		448,404,958	448,404,958 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and

sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T4 will be the same as T7 through T10.

**Value Taxable For M&O Purposes**

<b>T1</b>	<b>T2</b>	<b>T3</b>	<b>T4</b>
450,582,768	448,404,958	450,582,768	448,404,958

<b>Loss To the Additional \$10,000 Homestead Exemption</b>	<b>50% of the loss to the Local Optional Percentage Homestead Exemption</b>
2,177,810	0

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

**Value Taxable For I&S Purposes**

<b>T7</b>	<b>T8</b>	<b>T9</b>	<b>T10</b>
790,847,378	788,669,568	790,847,378	788,669,568

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your taxable value to be invalid, and state value was certified because your local value

did not exceed the state value and:

1) was invalid in one or more of the previous two years or

2) is less than 90% of the lower end of the margin of error range or

3) The appraisal district that appraises property for the school district was not in compliance with the scoring requirement of the Comptroller's most recent review of the appraisal district conducted under section 5.102, Tax Code (MAP Review)

# Attachment F

## TEA's Facilities Value

Attachment G

Participation Agreement

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE  
OF PROPERTY FOR SCHOOL DISTRICT  
MAINTENANCE AND OPERATIONS TAXES**

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by and between

**STERLING CITY INDEPENDENT SCHOOL DISTRICT**

and

**BLUEBELL SOLAR II, LLC**

*(Texas Taxpayer ID #32066398432)*

Comptroller Application # 1345

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Dated

August 27, 2019

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

*STATE OF TEXAS* §  
*COUNTY OF STERLING* §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this “Agreement,” is executed and delivered by and between the **STERLING CITY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **BLUEBELL SOLAR II, LLC**, Texas Taxpayer Identification Number 32066398432, hereinafter referred to as the “Applicant.” The Applicant and the District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on February 13, 2019, the Superintendent of Schools of the Sterling City Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

**WHEREAS**, on February 19, 2019, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

**WHEREAS**, the Application was delivered to the Texas Comptroller’s Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, the District and the Texas Comptroller’s Office have determined that the Application is complete and March 6, 2019 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

**WHEREAS**, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Sterling County Appraisal District established in Sterling County, Texas (the “Sterling County Appraisal District”), pursuant to Section 6.01 of the TEXAS TAX CODE;

**WHEREAS**, the Texas Comptroller’s Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on June 4, 2019, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

**WHEREAS**, the District's Board of Trustees, voted by Board dated July 18<sup>th</sup>, 2019, extended the statutory deadline by which the District must consider the Application until August 31, 2019 and the Comptroller was provided notice of such extension as set out under 34 TEXAS ADMIN. CODE Section 9.1054(d);

**WHEREAS**, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, on August 27, 2019, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

**WHEREAS**, on August 27, 2019, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

**WHEREAS**, on August 27, 2019, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

**WHEREAS**, on August 9, 2019, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes; and

**WHEREAS**, on August 27, 2019, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary, or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President to execute and deliver such Agreement to the Applicant.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

## **ARTICLE I** **DEFINITIONS**

**Section 1.1. DEFINITIONS.** Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or

terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means Bluebell Solar II, LLC, (Texas Taxpayer ID #32066398432) the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on February 13, 2019. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Sterling County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Sterling City Independent School District.

“Commercial Operation” means the date on which the project becomes commercially operational, has installed or constructed Qualified Property on the Land, and is able to generate electricity and is connected to the grid with an interconnection agreement.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Sterling County, Texas.

“District” or “School District” means the Sterling City Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within sixty (60) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

“Tax Year” shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

**Section 1.2. NEGOTIATED DEFINITIONS.** Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller’s Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

“Applicable School Finance Law” means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable rules and regulations of the

agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term includes any and all amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement. For each year of this Agreement, the "Applicable School Finance Law" shall be interpreted to include all provisions made applicable for any calculations made for the specific year for which calculations are being made.

"Maintenance and Operations Revenue" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace the District's Maintenance and Operations Revenue lost as a result of such similar agreements, minus (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE, in each case, as any of the items in clauses (i), (ii), and (iv) above may be amended by Applicable School Finance Law from time to time, and plus or minus, as applicable, any other revenues, payments or amounts received or required to be reimbursed by the District from State and local funding for maintenance and operations purposes under Applicable School Finance Law, such that Maintenance and Operations Revenue shall be the net amount of all such revenues, payments or other amounts which the District is entitled to receive and retain from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

"Debt Service Tax" means ad valorem property taxes from the application of the District's Interest and Sinking Fund tax rate, if any.

"M&O Amount" means the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date as set forth in Section 4.2 of this Agreement.

"Major Casualty Loss" means the destruction or loss of Qualified Property at the Applicant's project due to an unexpected event that results in a reduction of more than five percent (5%) of the total electricity generating capacity of the project.

"Net Tax Benefit" means, for any Tax Year, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such Tax Year if this Agreement had not been entered into by the Parties; *minus*, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for such Tax Year during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV and V of this Agreement.

“*New M&O Revenue*” means the total State and local Maintenance and Operations Revenue that District would have actually received for such school year if calculated using prior year taxable values.

“*Original M&O Revenue*” means the total State and local Maintenance and Operations Revenue that District would have received for the Tax Year, under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant’s Qualified Property been subject to the ad valorem maintenance & operations tax at the rate applicable for such Tax Year. For purposes of this calculation, the Third Party will base its calculations upon actual local taxable values for the prior school year as certified by the County Appraisal District for all other taxable accounts in the District, save and except for the Qualified Property subject to this Agreement, *plus* the total appraised value of the Qualified Property for the prior school year subject to this Agreement. In this calculation, the total appraised value of the Qualified Property subject to this Agreement will be used for the Qualified Property in lieu of the property’s M&O taxable value. (For clarification, the taxable value used by the District in calculating the taxes payable for Interest and Sinking Fund taxation purposes on Applicant’s Qualified Property will be used for the Qualified Property in lieu of the property’s M&O taxable value.)

## **ARTICLE II**

### **AUTHORITY, PURPOSE AND LIMITATION AMOUNTS**

**Section 2.1. AUTHORITY.** This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

**Section 2.2. PURPOSE.** In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant’s Qualified Property listed and assessed by the County Appraiser for the District’s maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

#### **Section 2.3. TERM OF THE AGREEMENT.**

- A. The Application Review Start Date for this Agreement is March 6, 2019, which will be used to determine the eligibility of the Applicant’s Qualified Property and all applicable wage standards.
- B. The Application Approval Date for this Agreement is August 27, 2019.
- C. The Qualifying Time Period for this Agreement:
  - i. Starts on August 27, 2019, the Application Approval Date; and

- ii. Ends on December 31, 2021, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2021, the first complete Tax Year that begins after the date of the commencement of Commercial Operation; and
- ii. Ends on December 31, 2030.

E. The Final Termination Date for this Agreement is December 31, 2035.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

**Section 2.4. TAX LIMITATION.** So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. The Market Value of the Applicant's Qualified Property; or
- B. Thirty Million Dollars (\$30,000,000) based on Section 313.054 of the TEXAS TAX CODE.

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052.

**Section 2.5. TAX LIMITATION ELIGIBILITY.** In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$30,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$864 for all New Non-Qualifying Jobs created by the Applicant.

**Section 2.6. TAX LIMITATION OBLIGATIONS.** In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education- related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and
- E. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

### **ARTICLE III** **QUALIFIED PROPERTY**

**Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.** At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

**Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT.** The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

**Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY.** The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

**Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.** In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

**Section 3.5. QUALIFYING USE.** The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(5) property used for renewable energy electric generation.

#### **ARTICLE IV**

#### **PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES**

**Section 4.1. INTENT OF THE PARTIES.** Subject only to the limitations contained in Section 7.1 of this Agreement, it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was, in any manner, a producing cause, solely and directly resulting because of or on account of the execution of this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement. Subject only to the limitations contained in Section 7.1 of this Agreement, it is the intent of the Parties that the risk of any and all negative financial consequences to the District's total annual Maintenance and Operations Revenue, for which the execution of this Agreement was a sole and direct producing cause, will be borne solely by Applicant and not by District.

The Parties hereto expressly understand and agree that, for all years to which this Agreement may apply, the calculation of negative financial consequences will be defined for each applicable year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may well periodically change in accordance with changes made from time to time in the Applicable School Finance Law. The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are: (i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement; (ii) are based upon current Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and (iii) may change in future years to reflect changes in the Applicable School Finance Law.

**Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT.** Subject only to the provisions of Section 7.1 of this Agreement, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue solely and directly resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date, the "M&O Amount" shall be determined in

compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

- A. Notwithstanding any other provision in this Agreement, the M&O Amount owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.
- B. In making the calculations required by this Section 4.2 of this Agreement:
  - i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.
  - ii. For purposes of this calculation, the tax collection rate on the Applicant’s Qualified Property will be presumed to be one hundred percent (100%).
  - iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.
  - iv. For all calculations made for years during the Tax Limitation Period under Section 4.2 of this Agreement, Subsection ii of this subsection will reflect the Tax Limitation Amount for such year.

**Section 4.3. SCHEDULE OF MINIMUM PROPERTY VALUES FOR DEBT TAX PURPOSES.** Applicant agrees, for each of the years set forth below in this Section, that Applicant’s Qualified Property shall have at least the taxable value for debt service taxation purposes as listed on the following chart. In the event of a Major Casualty Loss, the Guaranteed Minimum Taxable Value set forth in the table below for any Tax Year after the Major Casualty Loss shall be adjusted by reducing the Guaranteed Minimum Taxable Value by the same percentage that the project’s overall electricity generating capacity was reduced as a result of the Major Casualty Loss. If, in the Applicant’s sole discretion, the overall electricity generating capacity is restored after a Major Casualty Loss, then the percentage adjustment in the Guaranteed Minimum Taxable Value shall not be applied to the Tax Years following such restoration.

The following minimum property values, listed for each Tax Year, represent 90% of the values set forth by the Applicant in Schedule B of the Application.

Tax Year of Agreement	Date of Appraisal	School Year	Tax Year	Guaranteed Minimum Taxable Values
1	January 1, 2021	2021-22	2021	\$63,756,000
2	January 1, 2022	2022-23	2022	\$58,212,000

<b>Tax Year of Agreement</b>	<b>Date of Appraisal</b>	<b>School Year</b>	<b>Tax Year</b>	<b>Guaranteed Minimum Taxable Values</b>
3	January 1, 2023	2023-24	2023	\$52,668,000
4	January 1, 2024	2024-25	2024	\$46,431,000
5	January 1, 2025	2025-26	2025	\$40,194,000
6	January 1, 2026	2026-27	2026	\$33,957,000
7	January 1, 2027	2027-28	2027	\$27,027,000
8	January 1, 2028	2028-29	2028	\$20,790,000
9	January 1, 2029	2029-30	2029	\$16,632,000
10	January 1, 2030	2030-31	2030	14,553,000

**Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES CAUSED BY APPLICANT’S FAILURE TO MAINTAIN MINIMUM PROPERTY VALUES.** In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, beginning with Tax Year 2020 and continuing thereafter through Tax Year 2029, shall also indemnify and reimburse the District for any loss of District Debt Service Tax revenues to its Interest and Sinking (I&S) Fund, arising from Applicant’s failure to maintain at least the taxable values set forth in Section 4.3 on the Qualified Property that is the subject of this Agreement for Debt Service Tax purposes.

In the event that Applicant fails to maintain the minimum annual taxable value for Debt Service Tax purposes as set forth in Section 4.3, above, Applicant shall reimburse the District for such revenue shortfall in accordance with the following formula:

Guaranteed Local Debt Service Tax Value (as listed in Section 4.3, and as adjusted for a Major Casualty Loss, if applicable) for the applicable Tax Year

*Minus*

Actual Taxable Value for Debt Service Tax purposes for the applicable year

*Multiplied by*

District’s adopted Debt Service Tax rate for the applicable year.

If, for any year of this Agreement, the calculation set forth in this Section results in a negative number, the negative number will be considered to be zero.

The District specifically agrees that all payments to the District made under this Subsection shall only be deposited into the District's Interest and Sinking Fund account and may be used for no other purpose.

**Section 4.5. CALCULATIONS TO BE MADE BY THIRD PARTY.** All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") approved each year by the District. To the extent not inconsistent with a statutory change to Applicable School Finance Law, all calculations made by the Third Party under this Agreement shall be made using a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

**Section 4.6. DATA USED FOR CALCULATIONS.** The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 4.5. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

**Section 4.7. DELIVERY OF CALCULATIONS.** On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under Article IV, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the Applicant, but subject to the provisions of Section 4.7, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit

of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

**Section 4.8. PAYMENT BY APPLICANT.** The Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective; provided, however, that the District and the Applicant may mutually agree in writing to extend the date of payment. By such date, the Applicant shall also pay any amount billed by the Third Party, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Fifteen Thousand Dollars (\$15,000.00). For any Tax Year outside of the Tax Limitation Period, Applicant shall not be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Seven Thousand Five Hundred Dollars (\$7,500.00).

**Section 4.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.** If at the time the Third Party selected under Section 4.6 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and/or the Applicant's Qualified Property and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property and/or the Applicant's Qualified Property by the Appraisal District.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

**Section 4.10. STATUTORY CHANGES AFFECTING M&O REVENUE.** Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, as a sole and direct cause of its participation in this Agreement, Applicant shall make payments to District, up to the limit set forth in Section 7.1, that are necessary to offset any negative impact on District's Maintenance and Operations Revenue, as a sole and direct cause of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District.

**ARTICLE V**  
**PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES**

**Section 5.1. EXTRAORDINARY EXPENSES.** In addition to the amounts determined pursuant to Section 4.2 of this Agreement above, Applicant on an annual basis shall also indemnify and reimburse District for the following: all non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project during any project construction year.

**ARTICLE VI**  
**SUPPLEMENTAL PAYMENTS**

**Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS**

A. Amounts Exclusive of Indemnity Amounts. In addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the supplemental payments set forth in this Article VI, (the "Supplemental Payments"). The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article VI is separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; provided, however, that all payments under Articles IV and V are subject to the limitations contained in Section 7.1, and that all payments under this Article IV are subject to the separate limitations contained in Section 6.2.

B. Adherence to Statutory Limits on Supplemental Payments. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article VI shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the legislature for any future year of this Agreement.

**Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION.** Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall: not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in

Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

B. Supplemental Payments may only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period;

C. The limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)– (2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement; and

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's 2017-2018 Average Daily Attendance of 290.

**Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO ANNUAL PAYMENT LIMIT.** For each Tax Year starting with the first year of the Qualifying Time Period and ending on December 31 of the third year following the end of the Tax Limitation Period, the Supplemental Payment owned by Applicant shall be equal to the lesser of (i) the amount described in Section 6.2(D) above and (ii) Applicant's Stipulated Supplemental Payment Amount. As used in this Article VI, "Applicant's Stipulated Supplemental Payment Amount" shall be the amount equal to forty percent (40%) of the Applicant's "Net Tax Benefit" calculated for each Tax Year, as such term is defined in Section 1.2, above, and as calculated by the Third Party pursuant to Section 6.4, below.

**Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.**

A. All calculations required by this Article shall be calculated by the Third Party selected pursuant to Section 4.3, above.

B. The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6, above.

C. The payment of all amounts due under this Article shall be made shall be paid on the date set forth in the schedule included in Section 6.3 above.

**Section 6.5. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.** At any time during this Agreement, the District's Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant's payment obligations under Article VI of this agreement be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its students. Any designation of an alternative entity must be made by recorded vote of the District's Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1,

below. Such designation may be rescinded, with respect to future payments only, by action of the District's Board of Trustees at any time.

Any designation of a successor beneficiary under this Section shall not alter the Supplemental Payments calculated as described in Section 6.5, above.

## **ARTICLE VII**

### **ANNUAL LIMITATION OF PAYMENTS BY APPLICANT**

**Section 7.1. ANNUAL LIMITATION.** Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

**Section 7.2. OPTION TO TERMINATE AGREEMENT.** In the event that any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

**Section 7.3. EFFECT OF OPTIONAL TERMINATION.** Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

**ARTICLE VIII**  
**ADDITIONAL OBLIGATIONS OF APPLICANT**

**Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE.** In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

**Section 8.2. REPORTS.** In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

**Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS.** During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

**Section 8.4. DATA REQUESTS.** Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

**Section 8.5. SITE VISITS AND RECORD REVIEW.** The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

**Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.** By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly

under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

**Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS.** The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

## **ARTICLE IX**

### **MATERIAL BREACH OR EARLY TERMINATION**

**Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.** The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a "Material Breach"):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of,

anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement; or

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

## **Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.**

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any; and
- iv. whether or not any such breach has been cured.

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a “Determination of Breach and Notice of Contract Termination”) and provide a copy to the Comptroller.

### **Section 9.3. DISPUTE RESOLUTION.**

A. After receipt of notice of the Board of Trustees’ Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have not greater than thirty (30) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within thirty (30) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Sterling County. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator’s fees and expenses and the Applicant shall bear one-half of such mediator’s fees and expenses and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys’ fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Sterling County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the 30 days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney’s fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant’s Qualified Property and the Applicant’s Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

**Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.**

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the thirty (30) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

**Section 9.5. LIMITATION OF OTHER DAMAGES.** Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this

Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

**Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT.**

Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$30,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

**Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS.**

Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

**Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS**

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

**ARTICLE X.**  
**MISCELLANEOUS PROVISIONS**

**Section 10.1. INFORMATION AND NOTICES.**

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Bob Rauch  
Superintendent  
Sterling City Independent School District  
700 7<sup>th</sup> Steet  
P.O. Box 786  
Sterling City, TX 76951  
Phone: (325) 378-4781  
Email: [bob.rauch@sterlingcityisd.net](mailto:bob.rauch@sterlingcityisd.net)

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

John DiDonato  
Vice President, Development  
NextEra Energy Resources, LLC  
700 Universe Blvd  
Juno Beach, FL 33408  
Phone: (561) 691-7232  
Email: [john.didonato@nexteraenergy.com](mailto:john.didonato@nexteraenergy.com)

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

## **Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.**

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

i. The Applicant shall submit to the District and the Comptroller:

a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;

b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;

c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and

iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE; and

ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement.

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

### **Section 10.3. ASSIGNMENT.**

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

**Section 10.4. MERGER.** This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

**Section 10.5. GOVERNING LAW.** This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Sterling County.

**Section 10.6. AUTHORITY TO EXECUTE AGREEMENT.** Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

**Section 10.7. SEVERABILITY.** If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term “Law” shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

**Section 10.8. PAYMENT OF EXPENSES.** Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

**Section 10.9. INTERPRETATION.**

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase, “but not limited to”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller's Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

**Section 10.10. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

**Section 10.11. PUBLICATION OF DOCUMENTS.** The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website; and

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

**Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.** The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

**Section 10.13. DUTY TO DISCLOSE.** If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

**Section 10.14. CONFLICTS OF INTEREST.**

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create

any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

**Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION.**

Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

**Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.**

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

B. Delivery is deemed complete as follows:

- i. When delivered if delivered personally or sent by express courier service;

ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;

iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or

iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic “read receipt” does not constitute acknowledgment of an e-mail for delivery purposes).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 27<sup>th</sup> day of August, 2019.

**BLUEBELL SOLAR II, LLC**

By:   
\_\_\_\_\_  
**John Di Donato**  
Vice President

**STERLING CITY INDEPENDENT SCHOOL DISTRICT**

By:   
\_\_\_\_\_  
**PRESIDENT, BOARD OF TRUSTEES**

**ATTEST:**

By:   
\_\_\_\_\_  
**SECRETARY, BOARD OF TRUSTEES**

**IN THE EVENT OF CONFLICT**

By: \_\_\_\_\_  
**VICE PRESIDENT, BOARD OF TRUSTEES**

## **EXHIBIT 1**

### **DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE**

At the time of the Application Approval Date, pursuant to Chapter 312 of the Texas Tax Code, the Sterling County Commissioner's Court designated the below tracts of land as the Sterling County, Texas Tax Abatement Reinvestment Zone No. 2018-001. A map of this contiguous Reinvestment Zone is attached as the last page of this **EXHIBIT 1** following the legal description of the zone. All of the Applicant's Qualified Property and Applicant's Qualified Investment will be located within the boundaries of this Sterling County, Texas Tax Abatement Reinvestment Zone No. 2018-001.

**EXHIBIT 2**

**DESCRIPTION AND LOCATION OF LAND**

The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described by the map attached to **Exhibit 1**.

### EXHIBIT 3

#### APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment, as more fully described in Tab #7 of the Application, shall be all tangible personal property first placed in service after August 27, 2019, that is owned by the Applicant and located within the boundaries of the Sterling City Independent School District and the reinvestment zone and project boundaries depicted on the map attached to **Exhibits 1 and 4**.

Bluebell Solar II, LLC plans to construct a 100 MW solar farm in Sterling County.

This application covers all qualified property within Sterling City ISD necessary for the commercial operations of the proposed solar farm described in Tab 4. One hundred megawatts (100 MW) will be located in Sterling City ISD. Panel placement is subject to change but for purposes of this application, the Project anticipates using approximately 390,000 PV modules or equivalent and 33 inverters.

This application covers all qualified investment and qualified property necessary for the commercial operations of the solar farm.

Qualified Investment and qualified property includes but is not limited to; solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, foundations, roadways, paving, fencing, collection system, electrical substations, generation transmission tie line and associated towers, interconnection facilities and control systems necessary for commercial generation of electricity.

*\*NOTE:* The map in TAB 11 shows the potential locations of improvements within Sterling City ISD boundaries; however, the final number of panels and inverters and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

## EXHIBIT 4

### DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Bluebell Solar II, LLC plans to construct a 100 MW solar farm in Sterling County.

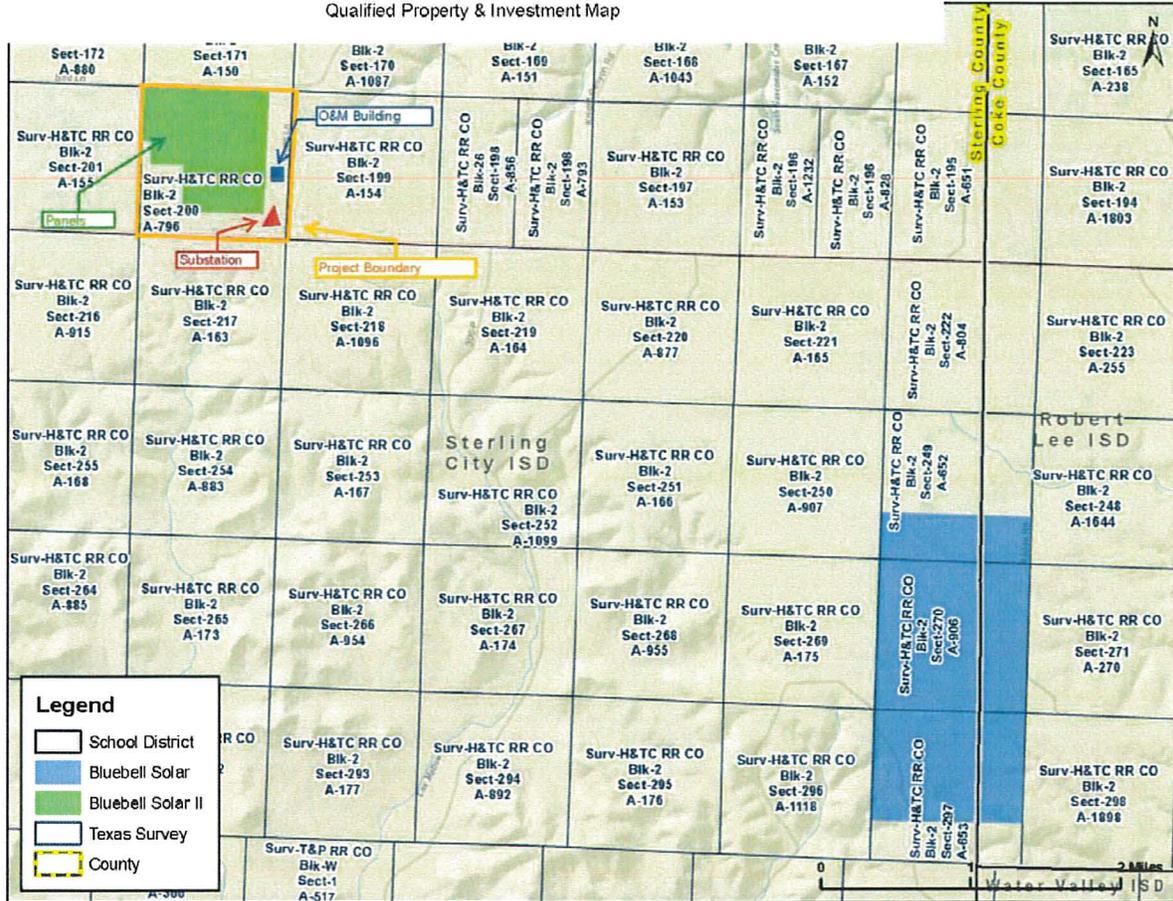
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This application covers all qualified investment and qualified property necessary for the commercial operations of the solar farm.

Qualified Investment and qualified property includes but is not limited to; solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, foundations, roadways, paving, fencing, collection system, electrical substations, generation transmission tie line and associated towers, interconnection facilities and control systems necessary for commercial generation of electricity.

*\*NOTE:* The map in TAB 11 shows the potential locations of improvements within Sterling City ISD boundaries; however, the final number of panels and inverters and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

Qualified Property & Investment Map



Agreement for Limitation on Appraised Value  
Between Sterling City ISD and Bluebell Solar II, LLC

Texas Economic Development Act Agreement  
Comptroller Form 30-826 (Jan 2016)

# Attachment H

## Consultant Verification Letter



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

August 27, 2019

President and Members  
Board of Trustees  
Sterling City Independent School District  
P.O. Box 786  
Sterling City, Texas 76951

*Re: Recommendations and Findings of the Firm Concerning the Application of Bluebell Solar II, LLC (#1345) for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Sterling City Independent School District, with respect to the pending Application of Blue Bell Solar II, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review, we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate revenue protection provisions to protect the interests of the District over the course of the Agreement.

Because of the foregoing, it is our recommendation that the Board of Trustees approve the Application of Blue Bell Solar II, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

Daniel T. Casey  
Partner

[www.moakcasey.com](http://www.moakcasey.com)

Phone 512-485-7878

901 S. Mopac Expressway ★ Bldg. III ★ Suite 310 ★ Austin, TX 78746

Fax 512-485-7888

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW

808 WEST AVE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

**KEVIN O'HANLON**  
CERTIFIED, CIVIL APPELLATE  
CERTIFIED, CIVIL TRIAL

**JUSTIN DEMERATH**

**BENJAMIN CASTILLO**

August 27, 2019

President and Members  
Board of Trustees  
Sterling City Independent School District  
P.O. Box 786  
Sterling City, Texas 76951

*Re: Recommendations and Findings of the Firm Concerning Application of Blue Bell Solar II, LLC (#1345) for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Sterling City Independent School District, with respect to the pending Application of Blue Bell Solar II, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and Blue Bell Solar II, LLC. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.

5. The proposed Agreement contains adequate legal provisions to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of Blue Bell Solar II, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon  
For the Firm

Attachment I

Agreement Review Letter



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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P.O. Box 13528 • Austin, TX 78711-3528

August 9, 2019

Bob Rauch  
Superintendent  
Sterling City Independent School District  
P.O. Box 786  
Sterling City, TX 76951

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Sterling City Independent School District and Bluebell Solar II, LLC, Application 1345

Dear Superintendent Rauch:

This office has been provided with the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Sterling City Independent School District and Bluebell Solar II, LLC (Agreement). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that the Agreement complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Deisy Perez with our office. She can be reached by email at [deisy.perez@cpa.texas.gov](mailto:deisy.perez@cpa.texas.gov) or by phone at 1-800-531-5441, ext. 5-2410, or at 512-475-2410.

Sincerely,

A handwritten signature in cursive script that reads "Will Counihan".

Will Counihan  
Director  
Data Analysis & Transparency Division

cc: Dan Casey, Moak, Casey & Associates LLP  
John DiDonato, NextEra Energy Resources, LLC  
John O'Hair, NextEra Energy Resources, LLC  
Brandon Westlake, Cummings Westlake, LLC

## Attachment J

# Conflict Of Interest Disclosure

### **Conflicts of Interest Disclosure Procedure**

In its recent audits of Chapter 313 Agreements, The Texas State Auditor's Office has required documentation of inquiries concerning Board Member conflicts of interest at critical junctions in the Chapter 313 approval process. A local public official or a person related to a local public official in the first degree by either affinity or consanguinity has a substantial interest in a business entity or in real property, the local public official, before a vote or decision on any matter involving the business entity or the real property, is required to file an affidavit with an official Board record keeper stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
3. A person has a substantial interest in a business entity if:  
The person owns at least:
  - a. Ten percent of the voting stock or shares of the business entity, or
  - b. Either ten percent or \$15,000 of the fair market value of the business entity; or
  - c. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.
4. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The Board may contract with a business entity in which a Trustee has a substantial interest if the Trustee follows the disclosure and abstention procedure set out above.

Does any Board Member have a conflict of interest as defined above?

If so, has the required Affidavit, set forth at District Policy BBFA (Exhibit) been filed?

Please have the answers to the foregoing 2 questions and a copy of this Procedure included in the minutes of this meeting.