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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
THURSDAY, MARCH 7, 2024
5:00 PM
AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. **(Closed to Public as Provided in the Texas Government Code.)**

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Shea Scott v. City of Celina - Cause No. DC-20-18195

B. Discussion regarding the Willard Tract Land Development

C. Discussion regarding the DNT Batch Plant Locations

D. Discussion regarding a potential small business support program, including Micro Grants

E. Discussion regarding security and legal claims

F. Discussion regarding contract agreement with Upper Trinity Regional Water District Doe Branch Water Reclamation Plant

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.087 Deliberation of Economic Development Negotiations:

G. Discussion regarding Project Spark

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:

H. Discussion regarding land acquisition generally located south of Ash Street and west of Oklahoma Drive

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

I. Consider and act on ratifying land acquisition agreement approved by the Celina EDC for acquisition of real property located south of Ash St. and west of Oklahoma Dr.

J. Consider and act on ratifying agreement for Project Spark approved by the Celina EDC.

III. PLEDGE OF ALLEGIANCE/INVOCATION:

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Proclamation observing Public Procurement Month 2024

B. Proclamation observing Surveyor's Week 2024

C. Proclamation observing March as National Developmental Disabilities Month

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding a potential small business support program, including Micro Grants. (Satarino)

B. Discussion regarding updates to the Landscaping Ordinance. (McAfee)

C. Discussion regarding updates to the Neighborhood Vision Book. (McAfee)

D. Discussion regarding the contract with UTRWD for Doe Branch Water Reclamation Plant. (Brawner)

E. Discussion regarding the proposed location of the temporary batch plant associated with the North Dallas Tollway Construction. (Brawner)

VI. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign one of the "Speaker Cards" and present to the City Secretary prior to the beginning of the City Council meeting. Speakers are limited to three (3) minutes. The Council can take no action. No charges and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.

Please note Anyone wishing to furnish the City Council with copies/handouts regarding their item of interest must provide 9 copies and present them to the City Secretary for distribution to the City Council.

VII. CONSENT AGENDA:

Items are considered self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the City Council.

A. Minutes Approval:

1. City Council - Special Meeting - May 16, 2023, 5:00 PM
2. City Council - Special Meeting - June 29, 2023, 5:00 PM
3. City Council - Regular Meeting - February 13, 2024, 5:00 PM

B. Consider and act to authorize the City Manager to execute a cost-sharing agreement with the Rayburn Country Electric Cooperative, Inc; a Texas electric cooperative corporation ("REC") to upsize the waterline from 12" to 18" per City's Water Master CIP for the amount of $101,608.00. (Glasgow)

C. Consider and act to authorize the City Manager to execute a work authorization with Freese and Nichols, Inc for the amount of $370,690.00 for the design of the relocation of waterlines along FM 428. (Glasgow)

D. Consider and act to award RFP 2024-084 for Construction Management Services (CMAR) to Dean Construction for Wilson Creek Park Phase 1 (P31) for a pre-construction fee of $8,000 and a construction services fee of 2.5%. (Webb)

E. Consider and act to award bid 2024-086 for Utility Bill Printing and Distribution to Dataprose, Inc. in an estimated annual amount of $135,000 for a 5-year contract term total estimated amount of $675,000.00. (Bromiley)

F. Consider and act to authorize an Interlocal Arson Task Force Agreement by and between the City of Celina and Denton County. (Metdker)

G. Consider and act to authorize a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 1 acre within the Extraterritorial Jurisdiction (ETJ); generally located at the northeast corner of Preston Road and FM 455. (North 6 – C-3 Expedited Annexation Service Agreement) (Mohan)

H. Consider and act to authorize the purchase of computer hardware from GTS Technology Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) in an amount not to exceed $175,000.00. (Alexander)

I. Consider and act to reject all bids relating to bid 2024-091 for Bookmobile Outfitting. (Shaw)

J. Consider and act to reject all bids relating to bid 2024-079 Downtown Street Maintenance Improvements for Arizona & Colorado (D56). (Glasgow)

K. Consider and act on a Resolution to authorize the execution of a Performance Agreement by and between the Celina Economic Development Corporation and 3-D Performing Arts Academy, LLC. (Thomas)

L. Consider and act on a Resolution to amend the "Amended and Restated Articles of Incorporation" of the Celina Economic Development Corporation. (Bissett)

M. Consider and act on a Resolution to approve the proposed cybersecurity assessment project for submittal to the Texas Public Safety Office's (PSO) State and Local Cybersecurity grant program. (Alexander)

N. Consider and act on a Resolution to approve the proposed mental health project for submittal to the Texas Public Safety Office's (PSO) State grant program. (Cullison)

O. Consider and act on an Ordinance to amend Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023 and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act on an Ordinance on the voluntary annexation of approximately 15 acres; generally located south of County Road 106, and approximately 3,500 feet east of Preston Road, within the Extraterritorial Jurisdiction (ETJ). (Public Works Expansion – C-3 Expedited Annexation) (Mohan)

B. Conduct a public hearing to consider and act on an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 15 acres to Community Facilities District (CF); generally located south of County Road 106, and approximately 3,500 feet east of Preston Road. (Public Works Expansion – Zoning) (Mohan)

C. Conduct a public hearing to consider and act on an Ordinance on the voluntary annexation of approximately 1 acre; generally located at the northeast corner of Preston Road and FM 455, within the Extraterritorial Jurisdiction (ETJ). (North 6 – C-3 Expedited Annexation) (Mohan)

D. Conduct a public hearing to consider and act on an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 53 acres of Planned Development (PD) No. 110 with Commercial, Office, & Retail District (C), Multi-Family, Urban Edge District (MF-2), Multi-Family, Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), and Single-Family Residential, Detached District (SF-R) and the Preston Road Overlay (PRO), with modified development standards, generally located at the northeast corner of Preston Road and FM 455. (North 6 – PD Amendment) (Mohan)

E. Conduct a public hearing to consider and act on an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for Senior Living - Assisted & Advanced Care and Senior Living - Independent Living uses on approximately 16 acres; generally located west of Preston Road and approximately 400 feet south of John Campbell Trail, within the City Limits. (eVantage Senior Living – Specific Use Permit) (McAfee)

IX. ACTION ITEM:

A. Consider and act on all matters incident and related to (i) approving and authorizing publication of notice of intention to issue certificates of obligation and (ii) declaring the expectation to reimburse expenditures with proceeds of future debt, including the adoption of Resolutions pertaining to items (i) and (ii). (Stovall)

B. Consider and act on acceptance of the Fiscal Year 2023 Audit, the Annual Comprehensive Financial Report (ACFR), and presentation by FORVIS. (Bromiley)

C. Consider and act to award bid 2024-076 for the construction of the Preston Road Green Ribbon Project to C. Green Scaping, LP in the amount of $1,017,433.86 plus ten percent contingency in the amount of $101,743.39 for a total amount not to exceed $1,119,177.25. (Webb)

D. Consider and act on a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Neighborhood Improvement Area #7 of the Wells South Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #7 Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #7 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on April 9, 2024 to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #7 of the Wells South Public Improvement District. (Kearney)

X. ADJOURNMENT:

City Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf, or hearing impaired, or readers of large print, are requested to contact the City Secretary's Office at 972-382-2682, or fax 972-382-3736 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551."I, the undersigned authority, do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ____:_____ and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____ _____

Susie Quinn, TRMC, CMC
Interim City Secretary

Date Notice Removed

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	March 7, 2024
Re:	Potential small business support program, including Micro Grants

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Action Requested:
Discussion regarding a potential small business support program, including Micro Grants. (Satarino)

Background Information:
In October 2023, Celina EDC received inquiries from local businesses regarding the possibility of a "micro-grant" program that was originally linked to impacts from city-initiated Downtown construction projects. Staff benchmarked other city programs and researched options for implementing a program unique to Celina. Staff identified paths for implementation but requested Council direction at the December 2023 Council meeting. Utilizing Council's direction, Staff developed the next steps as shown in the presentation attached.

Legal Review:
Staff initially consulted with the City Attorney, prompting further deliberation to occur during Executive Session.

Supporting Documents:
1. Micro Grants - Council Presentation for packet

Financial Consideration:
Financial considerations will be determined following Council deliberation and direction.

Staff Recommendation:

N/A

CITY OF CELINA SMALL BUSINESS SUPPORT & “MICRO-GRANTS”

Anthony Satarino
March 7, 2024

DISCUSSION

- **TIMELINE / BACKGROUND**
- **COUNCIL DIRECTION**
  - Continue research
  - Expand implementation details for the possibility of a Small Business Support Program
- **CONSIDERATIONS, LIMITATIONS & LEGALITIES**
  - Funding
  - Authority
  - Administration
  - Downtown vs. City-Wide
- **POSSIBLE PROGRAM SCOPE**

TIMELINE / BACKGROUND

2023

OCTOBER 30

Celina EDC **received inquiry** from a local business regarding the possibility of a "micro-grant" program.

Originally linked to impacts from **city-initiated construction projects** in Downtown.

NOVEMBER

Benchmarked other cities' programs.

Researched options for implementing our own assistance program.

DECEMBER 12

Presented options to ensure staff was on the right track and/or to identify other focus areas.

Requested direction.

COUNCIL DIRECTION: Move Forward

Continue **research** and expand implementation **details** for the possibility of **BOTH** micro-grants and a general support program for local businesses.

SMALL BUSINESS SUPPORT PROGRAM

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?

- CITY
- EDC
- BOTH

WHAT ARE THE PARAMETERS?

- MAX $ AWARD
- WHAT FUNDS
- REQS
- HOW TO PROCESS
- HOW TO TRACK
- ETC.

GENERAL SUPPORT FOR LOCAL BUSINESSES

AID IN SEEKING OTHER SUPPORT

- LOANS
- GRANTS

INTERNAL PROMOTION STRATEGY

- MARKET
- PROMOTE
- COMMUNICATE
- EDUCATE

SMALL BUSINESS SUPPORT PROGRAM

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?

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WHAT ARE THE PARAMETERS?

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- ETC.

- Staff completed significant research on options.
- Benchmarked other cities' processes.
- Consulted with City Attorney.
- Looked at who IS most impacted and who WILL be most impacted in the near future.
  - Downtown Businesses

CURRENT FINANCIAL FUNDING, IMPLEMENTATION & AUTHORITY

	CITY	EDC
Funding Source	Integrity Fund **(LIMITED FUNDS)**	4A Sales Tax
Implementation	Downtown Improvement Program Neighborhood Integrity Program Chapter 380 Economic Development Grants	Qualified Expenses Job Creation
Current Requirements	380 Agreements have only funded **new business construction** and **site improvements**.	Financial incentives have focused on **new development** and **expansion**.

New Direction for Funds?

- The requested micro-grant program's intent was **NOT** to assist with qualified expenditures or infrastructure improvements.
- The request is to **assist with operational expenses** to mitigate the loss of revenue.

Authority?

- Does the City and/or the EDC have the **AUTHORITY** to create a financial program that is **NOT** directly tied to qualified expenditures, infrastructure improvements, or job creation?
- Short Answer = **YES**

CONSIDERATIONS, LIMITATIONS & LEGALITIES

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?	WHAT ARE THE PARAMETERS?		
THIRD-PARTY ORGANIZATION	MAX $ AWARD	WHAT FUNDS	REQS
	HOW TO PROCESS	HOW T	ETC.

City of San Antonio Small Business Grant/Loan Program:

- Funded by the City ($3,740,000)
- Administered by **LiftFund**
- Offer loans up to $35,000
- Insulates Council & Staff
- No additional cost

How can we create a financial support program?

- Expand the use of 380 Agreements
- Create a city organized local business development corporation
- Partner with a 501(c)(6)
- Partner with Community Development Financial Institutions (CDFIs)
  - Non-profit lenders
  - Offer low interest rates

CONSIDERATIONS, LIMITATIONS & LEGALITIES

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?		
CITY	EDC	BOTH

WHAT ARE THE PARAMETERS?		
MAX $ AWARD	WHAT FUNDS	REQS
HOW TO PROCESS	HOW TO TRACK	ETC.

How can we create a financial support program?

- **Expand the use of 380 Agreements**
- Create a city organized local business development corporation
- ~~Partner with a 501(c)(6) to administer funds~~
- ~~Partner with Community Development Financial Institutions (CDFIs) to administer funds~~
  - ~~Non-profit lenders~~
  - ~~Offer low interest rates~~

Cities with a population of under 100,000 **CANNOT** partner with a third-party non-profit to administer funds.

CONSIDERATIONS, LIMITATIONS & LEGALITIES

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?			WHAT ARE THE PARAMETERS?		
CITY	EDC	BOTH	MAX $ AWARD	WHAT FUNDS	REQS
			HOW TO PROCESS	HOW TO TRACK	ETC.

How can we create a financial support program?

- **Expand the use of 380 Agreements**

Who should administer?

If moving forward, staff suggests (based on business location) **BOTH** the CITY and the EDC **under the direction of Council** administer the program via **expanded use of 380 Agreements**.

1. **CITY Responsibility**
   - Downtown Small Businesses
   - Downtown Commission (DTC) will review & ***recommend*** the recipients to Council for approval
2. **EDC Responsibility**
   - Other Small Businesses in Celina
   - EDC Board will review & ***recommend*** the recipients to Council for approval

Because they are 380 Agreements:

- DTC & EDC Board will ***recommend***
- Council will ***approve***

CONSIDERATIONS, LIMITATIONS & LEGALITIES

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?

- CITY
- EDC
- BOTH

WHAT ARE THE PARAMETERS?

- MAX $ AWARD
- WHAT FUNDS
- REQS
- HOW TO PROCESS
- HOW TO TRACK
- ETC.

What are the parameters?

- What market conditions and/or business impacts qualify?
- What types of businesses qualify?
- Is this program for brick-and-mortar businesses only?
- Are non-profits eligible?
- Are franchises eligible?
- If a business already received a grant from the City, are they ineligible?
- Does the business need to surpass a threshold for annual sales?
- Does the business need to experience a significant loss of revenue?
- What is considered a significant loss of revenue?
- What will be required to prove a significant revenue loss?

CONSIDERATIONS, LIMITATIONS & LEGALITIES

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?

- CITY
- EDC
- BOTH

WHAT ARE THE PARAMETERS?

- MAX $ AWARD
- WHAT FUNDS
- REQS
- HOW TO PROCESS
- HOW TO TRACK
- ETC.

What are the parameters?

What will be required to prove a significant revenue loss?

RECOMMENDED: Sale tax reports delineating current month(s) of revenue loss compared to the respective month(s) for the previous two years supporting revenue loss due to unforeseen circumstance.

TWO (2) MONTH LAG TIME

What additional documentation will be required?

- Proof of Business Ownership
- Proof of Legal Ability to do Business in Texas
- Proof of Business Registration with Collin or Denton County
- Form 941
- Payroll Report
- Filed Business Tax Return
- Paid-to-Date Business Utility Bill

CONSIDERATIONS, LIMITATIONS & LEGALITIES

POSSIBLE Timeline

6 months from recognizing revenue loss to disbursement of grant funds

BUSINESS RECEIVES FUNDS

- JAN 2024 – 1: Business recognizes revenue loss
- FEB 2024
- MAR 2024 – 1: Business receives sales tax report; Grant application received*
- APR 2024 – 4: Discussion with DTC
- MAY 2024 – 14: Recommendation to Council
- JUN 2024 – 11: Council approves 380 Agreement
- 20: BUSINESS RECEIVES FUNDS

**Assuming applications are accepted year-round*

CONSIDERATIONS, LIMITATIONS & LEGALITIES

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?			WHAT ARE THE PARAMETERS?		
CITY	EDC	BOTH	MAX $ AWARD	WHAT FUNDS	REQS
			HOW TO PROCESS	HOW TO TRACK	ETC.

PILOT

How do we start?

Begin as a **PILOT** program:

- Initial investment in FY25
- **Establish parameters with Council**
- Set expectations
- Gauge interest & need *vs.* resources & time
- Test the process

PILOT program = **Downtown Small Businesses**

- **CITY** responsibility
- Downtown Commission (DTC) will review & ***recommend*** the recipients
- Council will ***approve***

Why **Downtown**?

- This is where the **request originated** because of City-initiated construction projects

Evaluate >> Refine >> Expand

SMALL BUSINESS SUPPORT PROGRAM

FINANCIAL AID FOR LOCAL BUSINESSES VIA "MICRO-GRANTS"

WHO SHOULD ADMINISTER?

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WHAT ARE THE PARAMETERS?

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- REQS
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- HOW TO TRACK
- ETC.

GENERAL SUPPORT FOR LOCAL BUSINESSES

IN PROCESS

AID IN SEEKING OTHER SUPPORT

- LOANS
- GRANTS

INTERNAL PROMOTION STRATEGY

- MARKET
- PROMOTE
- COMMUNICATE
- EDUCATE

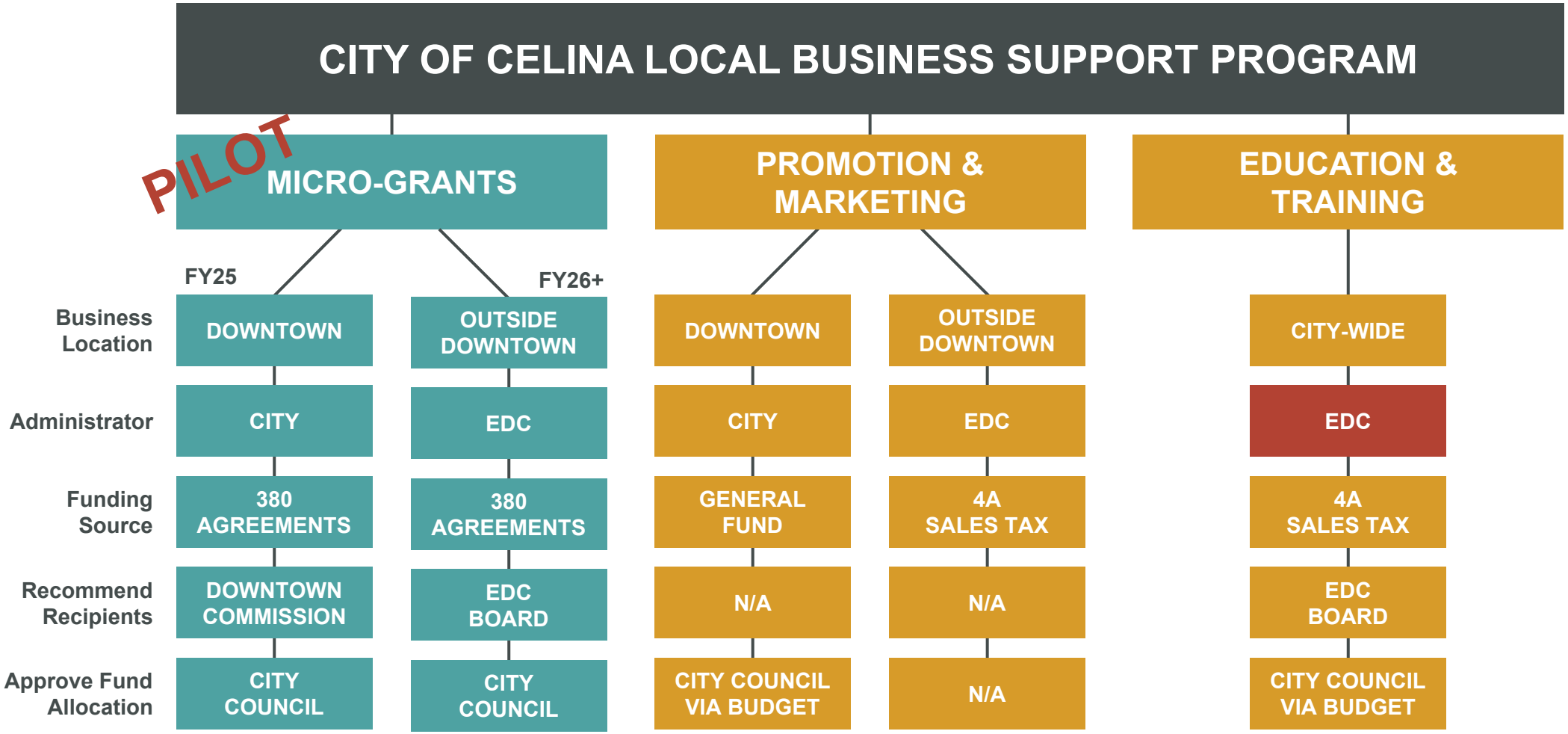
City of Celina already offers the above support:

- Combination of efforts of Marketing, Strategic Services & EDC

Next Steps:

- Formalize the Support with a Plan
- Expand Communication / Education
- Create Promotion / Marketing Campaigns
- Additional Feedback?

WHAT COULD A COMPREHENSIVE PROGRAM LOOK LIKE?



NEXT STEPS

2024

APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
RESEARCH	**MQs & PARAMETERS**	**PROGRAM**	**ORDINANCE & POLICY**	**PROCESS & PROMOTION**	**APPLICATIONS**	**LAUNCH**
Research **Program Scope** based on today's feedback. Name ad hoc **Program Committee**.	Determine recommended **Minimum Qualifications** to apply. Create **Parameters** for consideration. Finalize **Program Scope**.	**Recommend** Program to Council **Adjust Program** Scope based on Council Feedback Create **Ordinance & Policy**	**Approve Ordinance** accepting the program. **Approve Resolution** accepting the policy.	Create internal **processes** and SOPs for implementation. Create **applications**. **Rollout program** details.	Begin **accepting applications**.	Launch **PILOT**. **Review** initial applications.

DISCUSSION

- **Program Scope:**
  - Minimum Qualifications for Applicants
  - Parameters for Consideration
  - Business Location Focus
  - Maximum Amount Awarded
- **Funding Source**
- **Any additional feedback?**
- **Does Council direct staff to move forward?**

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Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Kari White
Date:	March 7, 2024
Re:	Updates to the Landscaping Ordinance

Action Requested:
Discussion regarding updates to the Landscaping Ordinance. (McAfee)

Background Information:
The maintenance of existing ordinances is considered routine in order to maintain a healthy and functional regulatory framework. This item updates the Landscaping & Tree Preservation section of the Zoning Ordinance. The proposed text amendments will codify changes from recently adopted and updated Vision Books, clarify internal policies to improve customer service, improve detention pond and trail amenitization, simplify landscaping regulations for new residential homes, and remove contradictory language, among other minor items.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Draft Redline

Financial Consideration:
N/A

Staff Recommendation:
N/A

LANDSCAPING ORDINANCE REVISIONS

City Council – Worksession
March 7, 2024

BACKGROUND

- Celina's development standards are among the best in the state (*Scenic City – Platinum*)
- The maintenance of existing ordinances is considered routine in order to maintain a healthy and functional regulatory framework
- The City recently approved/updated Vision Books that contained improved standards for new development
- It's timely to review the City's regulations for landscaping

TIMELINE

- ~~February P&Z – discussion~~
- March Council – discussion
- March P&Z – public hearing
- April Council – public hearing & adoption

BASICS OF LANDSCAPING

Process

- New subdivision, commercial, and multi-family developments submit landscape plans prior to construction
- Staff reviews the plans for conformity to the Landscaping section of the Zoning Ordinance

BASICS OF LANDSCAPING

General Standards

- Quality plant stock from the Approved Plant List
- 3" caliper trees at time of planting (2' tall for bushes)
- Anti-monoculture standard (25%)
- Other best practices (distance from hardscape, overhead lines, etc.)
- Large Canopy Tree & Small Ornamental Tree

BASICS OF LANDSCAPING

Commercial Interior

- Island and tree at terminus of each parking row
- Island and tree every 12 parking spaces
- Pedestrian connectivity throughout
- Façade trees along the front of larger buildings
- Enhanced Amenities (choose from pre-established list)

BASICS OF LANDSCAPING

Commercial Perimeter

- Perimeter landscape buffers & trees
- Evergreen screening shrubs for parking
- Evergreen requirement for trees adjacent to residential
- Signature Open Space (SOS), if applicable

BASICS OF LANDSCAPING

Subdivisions

- Masonry screening walls, perimeter landscaping, and trails are reviewed by staff
- Pedestrian connectivity emphasized
- Neighborhood Vision Book helps incorporate meaningful open space
- Amenity packages reviewed

BASICS OF LANDSCAPING

Tree Preservation

- All trees 6” and larger protected
- Trees categorized by size (DBH) and species (quality) to determine ultimate mitigation value
- Must mitigate either by paying a removal fee, or planting replacement inches
- Most projects pay into the Tree Fund, as replacement inches cannot double-count as credit for required landscaping

PROPOSED REVISIONS (OVERVIEW)

- The redline of proposed changes was emailed for review
- Codified any changes from the Vision Books
- Clarified internal policy where possible to improve customer service
- Eliminated platitude-type language that did not add value or could not be enforced

PROPOSED REVISIONS (SPECIFICS)

- Updated regulations for detention ponds
- Updated the Approved Plant List
- Improved trail connectivity
- Simplified tree regulations for new residential homes
- Corrected contradictory language within Tree Preservation
- Modernized language for the use of pollinator gardens

NEXT STEPS

- ~~February P&Z – discussion~~
- ~~March Council – discussion~~
- March P&Z – public hearing
- April Council – public hearing & adoption

14.04.201 ~~Landscaping~~ General Administration.

(a) ***Purpose & Intent***. It is the purpose of this section to establish certain regulations pertaining to landscaping within the City of Celina. The City recognizes that landscaping can be a significant expense to businesses and residents. At the same time, landscaping improves the livability of residential neighborhoods, enhances the appearance and customer attraction of commercial areas, increases property values, improves the compatibility of adjacent uses, screens undesirable views, and reduces air and noise pollution. Furthermore, these regulations provide standards and criteria for new landscaping which are intended to promote the value of property, enhance the welfare, and improve the physical appearance of the City.

(b) ***Applicability***.

(1) The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new development and existing developments that are expanding or redeveloping thirty percent (30%) or more of the building footprint. ~~In addition, any project authorized as a planned development (PD) must comply with the landscaping standards set forth in the PD, which should equal or exceed those listed in this Article.~~ In unique situations, the Director shall have the ability to review and modify the applicability of these standards to proposed development if site conditions limit or prohibit the practical application of the standards through the use and application of Minor Modifications.

(2) The official Tree Board for the City of Celina shall be the Planning & Zoning Commission.

(c) ***Enforcement***. The provision of this section shall be administered and enforced by the Director. If, at any time after the issuance of a CO, the approved landscaping is found to be in nonconformance to the standards of the approved landscape plan, the Director shall issue notice to the owner, citing the violation and describing what action is required to comply with this section. The owner, tenant, or agent shall have thirty (30) days from the date of said notice to restore the landscaping to that shown on the approved plan. If the landscaping is not restored within the allotted time, the owner, tenant, or agent responsible shall be in violation of the ordinance from which this article derives and is subject to fines and the loss of the CO.

(d) ***Permits***.

(1) Prior to the issuance of any development permit for any use other than single-family dwellings, a landscape plan shall be submitted to the Planning Department and approved by the Director. ~~or his designee.~~

(2) Prior to the issuance of a Certificate of Occupancy (CO) for any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan required by this Article.

(3) In any case in which a CO is sought at a time in which the Director determines that it would not be practical to plant trees, shrubs, grass, or to lay turf, a CO may be issued notwithstanding the fact that the landscaping required by the landscape plan has not been installed provided the applicant deposits cash in an escrow account in the amount of the estimated cost of landscaping materials and installation that complies with this article. Such escrow deposit shall be conditioned upon the installation of all required landscaping within three (3) months of the date of the application and shall give the City the right to draw upon the escrow deposit to complete the said landscaping if the applicant fails to do so.

(4) ~~If a CO is sought during the summer months (June, July, and August, or during a Stage 3 or Stage 4~~ If during a drought situation, as determined at the sole discretion of the City, and the Director determines it would be impractical to plant trees, shrubs, or grass, or to lay turf, a temporary certificate of occupancy may be issued. All landscaping required by the landscape plan shall be installed within 120 days of the

latter of the date of issuance of the temporary certificate of occupancy or the lifting of the drought restrictions. Failure to timely complete the installation and obtain the final acceptance from the City of the landscaping required by the landscape plan shall be deemed to be a violation of this Article and the temporary certificate of occupancy shall be revoked.

14.04.202 .....~~Landscaping~~ **Definitions.**

Berm. An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise levels.

Bubbler. An irrigation type that allows water to gently soak into the ground with minimal erosion or loss of water due to evaporation.

~~*Buffer.* The use of landscaping (other than grass on flat terrain), either alone or in conjunction with berms, walls or decorative fences that at least partially and periodically obstruct the view from the street, in a continuous manner, of vehicular use areas, parking lots and their parked cars and detention ponds.~~

~~*Buildable Area*. That portion of a building site exclusive of the required yard areas on which a structure or building improvements may be erected and including the actual structure, driveway, parking lot, pool and other construction as shown on a site plan.~~

~~*Building Pad*. The actual foundation area of a building and a fifteen (15) foot buffer around the foundation necessary for construction and grade transitions.~~

Caliper. The diameter of a tree trunk measured twelve (12) inches above ground level. The caliper of a multi-trunk tree is determined by the full caliper of the largest trunk, plus half (½) the caliper of the other trunks. This measurement is used for newly planted trees.

Clear-Cutting. The removal of all trees or a significant majority of the trees on a parcel of land.

~~*Construction Drawings*. Engineering or architectural drawings which have been prepared by an authorized individual and approved by the authorized authority, that describe in detail by measurements and specifications the method and manner in which a building, structure, utility, street or physical alteration to land or structure is to be accomplished.~~

Critical Root Zone (CRZ). The area of undisturbed natural soil around a tree defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the drip line but not less than one foot radius for each one inch DBH.

Diameter at Breast Height (DBH). The diameter in inches of a tree as measured through the main trunk at a point four and one-half (4½) feet above the natural ground level.

Director. The Planning Director of the City of Celina or his/her designee.

Drip Line. A vertical line run through the outermost portion of the crown of a tree and extending down to the ground.

Drought Tolerant/Low Water Demand Plant. The ability of a plant to be drought tolerant is primarily due to the plant's ability to limit water loss through the leaves and acquire more water through the roots. Plants have developed several mechanisms to reduce water loss, many of which can be recognized in native and cultivated plants. ~~Characteristics of drought tolerant plants include: small, narrow, or pinnate leaves; fuzzy surfaces; resinous surfaces; leathery leaves; and/or succulence~~.

Fencing, Protective. Snow fencing, chain-link fencing, orange vinyl construction fencing or similar fencing with a four (4) foot approximate height. The ~~City manager~~ Director~~, or his/her designee,~~ shall determine the appropriate type of fencing for any particular property or portion thereof. This fencing is intended to be of a temporary nature.

Grass, Ornamental. A grass type that is generally considered in the landscaping industry to have ornamental

qualities, and which is typically grown in a flower garden. Ornamental grass typically grows to a height of between six (6) inches and thirty-six (36) inches and does not tolerate being cut below six (6) inches. These said grasses are usually used as an accent grass and not the main coverage of a yard. These grasses are commonly grown for the display of their leaves or flowers and may contain a variety of colors depending on the season.

Grass, Turf. Grass commonly used in regularly cut lawns or play areas, such as, but not limited to: Bermuda, St. Augustine, Fescue and Ryegrass blends. ~~Grass areas shall be sodded, plugged, sprigged, hydro-mulched, or seeded, except that solid sod shall be used in swales, or when necessary to prevent erosion. Grass areas shall be established with 100 percent (100%) coverage and seventy percent (70%) density with an approved perennial grass prior to the issuance of a certificate of occupancy.~~

Green. An open space, available for unstructured recreation. A green may be spatially defined by streets, landscaping, and/or building frontages. Its landscape shall consist of lawn and trees.

Groundcover. Low growing plants, deciduous or evergreen species that cover the ground and used instead of turf. Plants that generally do not exceed eighteen (18) inches in height are classified as groundcover.

Impervious. A substance that does not allow the passage of water through it.

Irrigation system. An automatic watering system designed for watering landscaping and landscaped areas for a specified amount of time at a specified time of day. Irrigation systems are typically used to conserve water and time. All irrigation systems shall be equipped with an approved backflow prevention device to protect the water supply (if connected to Celina water supply) and a freeze and rain sensor.

Landscape Buffer. The area within the boundaries of a given lot or, where applicable, the adjoining street right-of-way, which is devoted to and consists of plant material, including, but not limited to, grass, trees, shrubs, flowers, vines and other groundcover, native plant materials, planters, brick, stone, natural forms, water forms, aggregate, and other landscape features.

Landscaping. Any live plant material such as trees, shrubs, groundcover, and grass used in spaces void of any impervious material or building structure and areas left in their natural state.

Limits of Construction. A line of delineation on the tree preservation plan which shows the boundary of the area within which all construction activity will occur.

Low Water Use Irrigation System. The term low water use irrigation system is used to describe any low-pressure system that applies water in a controlled area. The most important feature of these systems is that it applies water very slowly and allows the water to be absorbed fully into the soil with minimal evaporation loss.

Mews. An open space at the front of a double row of residential units in lieu of a street. Vehicle access and mailing addresses via the associated alleyway.

Overhang Zone. The area adjacent to the edge of a parking space on which portions of a vehicle (such as the hood or the trunk) overhangs the sidewalk or landscaped area, rendering this space unusable for pedestrian use.

Parkway. The area of public right-of-way located between the curb or edge of pavement and the property line or between the curb or edge of pavement and the sidewalk.

Plaza. An open space available for civic purposes and public commercial activities. A plaza is spatially defined by adjacent building frontages. Its landscape shall consist primarily of pavement, but may include shade in the form of planters with small ornamental trees or structure. Plazas frequently utilize fountains or water features.

Pollinator Garden. A pollinator garden is a garden which is designed to provide for the needs of local pollinating species. This includes selecting native and adapted plants that will provide food for various life

stages, along with physical features, to provide water and nesting habitat.

Screening. A technique used to protect and separate uses and site functions from one another for the purpose of decreasing adverse noise, wind or visual impacts, and to provide privacy (e.g., walls, fences, berms, landscaping).

Shrub. A self-supporting woody perennial plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten (10) feet in height at maturity.

Sight Triangle (Visibility Triangle). The area of unrestricted visibility required at a corner to allow for the observation of other vehicular movement, pedestrians, and cyclists in the proximity of intersecting streets and sidewalks.

Square. An open space available for unstructured recreation and civic purposes. A square is spatially defined by building frontages or streets. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important thoroughfares.

Topsoil. Topsoil is the surface layer of soil containing partly decomposed organic debris, and which is usually high in nutrients. This term may also apply to good quality soil sold at nurseries and garden centers.

Tree. Any self-supporting woody perennial plant which will attain a minimum trunk diameter of three inches (3") DBH and normally attains an overall height of at least fifteen (15) feet at maturity, usually with one (1) main stem or trunk and many branches. It may appear to have stems or trunks. The following further define specific tree types.

- *Tree, Large Canopy.* A tree characterized by its high crown of foliage or overhead canopy, a large woody perennial usually having one trunk and numerous branches reaching a mature height of at least thirty (30) feet and a mature crown of at least twenty-five (25) feet.
- *Tree, Small Ornamental.* A relatively low growing tree ~~at least seven (7) feet at planting,~~ that may grow to a mature height of up to twenty-five (25) feet and a mature crown of up to fifteen (15) feet and provide color due to its fruit, berries, flowers, or leaves.
- *Tree, Protected.* Any tree that has a trunk DBH of six (6) inches or greater at a height of four and one-half (4½) feet above the ground or which is otherwise noteworthy because of species, age, size, or rarity.
- *Tree, Replacement*. A tree species from the City's approved plant list with a minimum caliper size of three (3) inches and height of seven (7) feet~~. For the purpose of determining size, replacement trees should be measured at a point six (6) inches above the ground.~~.
- *Tree, Signature.* A tree of unique species that is not regularly used or a tree of sufficient size at time of planting, to be no less than 6" in DBH, within a prominent location, or is otherwise distinguished.
- *Tree, Urban.* A tree specifically selected for its ability to withstand harsh urban conditions, its relatively low maintenance, its suitability for use in the streetscape through its noninvasive root system and upright branching habit, and its associated imagery and overtones.
- ~~*Tree, Valuation.* An established value set by the National Arborist Association per the tree valuation schedule, set forth herein to be used for all purposes of this article. See Section 14.04.212, *Tree Mitigation.*~~

Weeds. Vegetation that because of its height and growth pattern is objectionable, unsightly, invasive, or unsanitary; this term specifically excludes ornamental grasses, shrubs, bushes and trees, cultivated flowers, and cultivated crops.

Xeriscaping. A method of landscaping that emphasizes water conservation, accomplished by following sound horticultural and landscaping practices, such as planning and design, soil improvement, limited turf areas, use of mulches, use of low water demand plants, efficient irrigation practices, and appropriate maintenance.

Yard. A yard is defined as an open space adjacent to a building that is generally kept with natural grass and/or plants and is pervious in nature. The following further define specific yard types.

- *Yard, Front.* The area extending across the front of a lot between the side property lines and the minimum horizontal distance between the street, the main building, or any projections thereof other than the projections of uncovered steps, balconies, or porches. ~~On corner lots, the "front yard" shall face the street on which the lot has the shortest dimension.~~
- *Yard, Rear.* The area extending across the rear of a lot and being the required minimum horizontal distance between the rear lot line and the rear of the main building or any projections thereof other than the projections of uncovered steps, unenclosed balconies, or unenclosed porches.
- *Yard, Side.* The area between the main building and the side line of the lot, and extending from the required front yard to the required rear yard and being the minimum horizontal distance between a side lot line and the side of the main buildings or any projections thereof.

14.04.203 ..... **Landscape Plans.**

(a) ***Landscape Plan Submittal***. Landscape plans shall be submitted to the Planning Department as a part of the site plan submittal, building permit, ~~and~~ paving, grading, or construction permit. The Director shall review such plans for compliance with these regulations. If the plans are not in ~~accord~~compliance, they shall be disapproved and shall be accompanied by a written statement setting forth the changes necessary for compliance.

(b) ***Landscape Plan Requirements***. All required components of the landscape plan are listed in the Landscape Plan Checklist, available on the City of Celina website.

~~(b)~~(c) ***Landscape Standard Notations***. All required standard notations are listed in the Landscape Plan Checklist, available on the City of Celina website.

~~(c)~~(d) ***Additional Requirements***.

(1) No substitutions for plant materials are allowed without approval by the Director. ~~and acknowledged by an approval stamp on the landscape plan.~~

(2) The right-of-way parkway area adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility sight lines as required by the *Engineering Design Standards*. ~~and approved by the Director.~~ All plantings intended for erosion control will be maintained. The City may require revegetation to prevent erosion or slippage.

(3) When power lines are present, large canopy trees sh~~all~~ould not be planted underneath the lines and should be oriented in a manner to avoid conflict. However, substitution of plant material is not allowed without prior written authorization from the Director.

(4) All trees ~~on commercial lots~~ are to be equipped with a bubbler irrigation system.

(5) Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per this Article.

(6) All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, dog waste stations, etc.) shall be a chip and flake resistant metal, decorative, and generally black or ~~dark~~ neutral in color.

~~(d) ***Landscape Plan Standard Notes***. The following standard notations shall be placed on all landscape plans:~~

~~(1) "The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and such activities common to the maintenance of landscaping."~~

~~(1) "Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping."~~

~~(2) "No substitutions for plant materials without approval by the Director."~~

~~(3) "The right-of-way adjacent to required landscape areas shall be maintained by the property owner in the same manner as the required landscape area. All driveways shall maintain site visibility. All plantings~~

~~intended for erosion control will be maintained. The City may require revegetation to prevent erosion or slippage."~~

~~(4) "All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size."~~

~~(5) "When overhead or underground utilities are present, landscape plan alterations may be considered by the Director."~~

~~(6) "All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and/or evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator."~~

~~(7) "All trees are to be equipped with a bubbler irrigation system."~~

~~(8) "Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material."~~

~~(9) "All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" or comparable in color."~~

~~(10)~~(1) ~~"Excessive pruning of plant materials is prohibited (e.g. topping crape myrtles, pruning "up" creating a carrot top)."~~

14.04.204 ..... **Landscape Standards.**

(a) ***Quality***. Plant materials used in conformance with the provisions of this article shall conform to the standards of the American Standard for Nursery Stock, or equal thereto. Grass seed, sod, and other material shall be clean and reasonably free of weeds and noxious pests and insects.

(b) ***Quantity***. The quantity of plant materials required by this article must equal or exceed the minimum number of plants required by this article. ~~Unless otherwise noted on the approved landscape plan, required plant material can be placed in groupings or utilized in appropriate planting designs that are proposed by the designer and approved by the Director.~~ All required landscaped open areas shall be completely covered with living plant material. Mulch and rock may be used in conjunction with shrub and tree plantings in limited applications.

(c) ***Trees***. Trees required by this article shall be from the *Approved Plant List* ~~or a species recommended by the landscape architect and approved on the landscape plan.~~ or an alternate species approved during Plan Review. All required trees shall be common to this area of Texas. Large canopy or evergreen trees shall be of a minimum of three (3) caliper inches at time of planting and required small ornamental trees shall not be smaller than two ~~(2)~~ caliper inches in size at the time of planting. When the type of tree required is unclear, it is assumed that a large canopy tree is required. ~~, unless otherwise approved by the Director.~~

(1) No more than twenty-five percent (25%) of the required trees shall be of the same species for any tree type (large, small, or urban) in order to discourage monocultures and the spread of disease~~.~~ However, sites that require ten (10) or fewer trees are exempt from this regulation.

(2) Three (3) trees from the small ornamental tree list may be substituted for one (1) large canopy tree in special circumstances with the approval of the Director, not to exceed twenty-five percent (25%) of the required large trees.

(3) Large canopy trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls, and/or other structures. Small trees may be placed closer than four (4) feet, with approval on landscape plan. Utility installations that includes common trench and conduit banks are exempt from the large canopy tree planting distance requirements.

(4) Trees and shrubs shall not overhang or encroach upon walkways, drives, parking areas, and traffic signs to the extent that they interfere with the intended use of these facilities.

(5) Tree wells shall be a minimum twenty (20) square feet in size with generally similar lengths and widths.

(6) Trees required in line with one another, such as perimeter trees, right-of-way, or median trees may be clustered for visual effect, upon the approval of the Director.

(d) ***Shrubs & Hedges***. Evergreen screening plants shall be at least twenty-four (24) inches high at time of planting, shall be a type and species on the recommended plant list that will attain a minimum height of three (3) feet

within eighteen (18) months of planting, and will form a continuous hedge. Sporadic breaks in the hedgerow may be approved to achieve unique designs.

(e) ***Vines***. Vines shall be a minimum of two (2) feet in height immediately after planting and may be used in conjunction with fences, screens, or walls to meet screening requirements as specified.

(f) ***Groundcovers***. Groundcovers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year of planting.

(g) ***Lawn Grass***. Grass areas shall be sodded, except that large, expansive lawn areas may be hydromulched, plugged, sprigged, or seeded with approval from the Director, as long as the edges, adjacent to the curb and within six (6) feet of the sidewalk or curb, are sodded, to reduce water and soil runoff.

(h) ***Park Space.*** *If used for recreation, a park shall not have impervious cover exceeding 20% of the space area.*

~~(h)~~(i) ***Open Space.*** Residential and non-residential developments shall provide 20% open space with a minimum of 50% of that open space being "usable open space."

~~(i)~~ ***Credit for Existing Trees***. Any protected trees, other than Type 3 trees, preserved on a site meeting the herein specifications may be credited toward meeting the tree requirement of landscaping provisions that apply to the area where the tree is preserved. Trees of exceptional quality due to size, large canopy cover, trunk diameter, rareness, age, or species may, at the discretion of the Director, be credited as more than one tree under the minimum landscape area requirements.

~~(j)~~ ~~Residential d~~Development ~~e~~Entries. The landscape island at the main entrances to a development shall be within a platted common area lot (residential) ~~located in the median of the divided entry access point, to be owned and maintained by the homeowners association (HOA).~~ or landscape easement (commercial). Landscaped entries shall include a significant entry feature or other focal point, which may include a monument entrance sign and/or landscaping creating a "sense of arrival." These features may be subject to a licensing agreement. Entry designs shall be subject to the approval of the Director.

~~(k)~~(j) ***Unsustainable Structures***~~. In addition to the requirements listed herein for residential development, a~~For any proposed structure that does not meet the Architectural Design Standards of Article 14.06 of the Zoning Ordinance, the Fire Code, or the Building Code, the following setbacks and landscape screening apply:

~~i.~~ A fifty (50) foot front yard landscape buffer with two rows of Eastern Red Cedar planted on a minimum three (3) foot high earthen berm, each row spaced twenty (20) feet on center and staggered from each other;

~~(l)~~ Twenty (20) foot side and rear yard landscape buffers with one row of Eastern Red Cedar trees spaced twenty (20) feet on center.

~~(k)~~ ***Trail Connectivity.*** All new development should connect into the City's trail system and provide meaningful pedestrian opportunities that exemplify Life Connected. The following requirements apply to all new development, subject to review and approval by the Director:

a. Trails shall be provided per the Master Trails Plan.

b. Trails shall be provided along floodplains, creeks, utility easements (e.g. gas and overhead), ponds, open spaces, and other situations that promote connectivity.

c. Connections into the trail system should be provided where possible, such as at eyebrows, elbows, cul-de-sacs, and other opportunities. BFRs shall be incorporated so that pedestrians and other trail users do not encounter curbs while recreating.

d. Trails shall be adequately shaded, either by existing tree canopy or a large canopy tree every 50 linear feet. Trails shall receive adequate safety illumination.

e. Trails should receive adequate amenities, such as benches, trash receptacles, dog waste stations, trail markers where applicable, and other similar amenities.

f. Trails should be concrete and the following widths apply:

i. Spine Trails: 12' wide

ii. Internal Trails: 8'-10' wide

iii. Smaller Connections: 6' wide

iv. Sidewalks: 10' wide adjacent to arterials; 8' wide adjacent to 4-lane roadways; 6' wide adjacent to collectors; and 5' wide for general streets.

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~~(n)~~(l) ***Detention/Retention Ponds***. Stormwater control devices, such as detention/retention basins, ~~and~~ ponds, and linear ditches, shall be landscaped to enhance their visual impacts. Such landscaping shall not negatively affect the operation of such devices, but may include suitable planting materials that will help control siltation, ~~and~~ erosion, and improve beautification, and in all cases the ponds shall be vegetated ~~sodded~~. Ponds shall be designed per~~in one of~~ the following: ~~ways, subject to review and approval by the Director of Engineering:~~

(1) Detention (dry) ponds. Shall be designed in a manner to be an amenity to the development by providing a ~~reduced~~ six-to-one (6:1) slope, ~~shall provide~~ a large canopy tree each fifty (50) linear feet of the perimeter, benches, a perimeter concrete trail, and trash receptacles.

(2) Retention (wet) ponds. Shall be designed in a manner to be an amenity to the development by providing a reduced ~~six~~four-to-one (~~6~~4:1) slope, a large canopy tree ~~for~~ each fifty (50) linear feet of the perimeter, benches, a perimeter concrete trail, and trash receptacles. Such ponds shall include aeration and a fountain to ensure water quality.

(3) Fencing. Fencing is discouraged; however, if a safety fence is required, ~~A~~ then it should be a minimum four (4) foot high black tubular metal (such as wrought iron). ~~protective safety fencing around the perimeter may be required for safety purposes, as determined by the Director~~.

(4) Design. Pits (holes with sheer walls) are generally not permitted. The Director may discretionarily approve pit designs in unique circumstances where conformance with design standards is demonstrated and verified to not be pragmatic. Cost and convenience are inappropriate conditions to warrant pit consideration. Any pit design, if approved, must be decorative with masonry cladding, decorative metal safety fencing with evergreen landscaping. Additional amenities, such as benches, concrete trail, and aeration, may be required by Staff.

(5) Concrete Trails. Concrete paths shall be provided on top of the bank, around the pond, and shall appropriately connect into adjacent and internal pedestrian networks. Trails around smaller ponds may be 5' in width, and trails around larger ponds shall be a minimum of 8' in width. While the widths of trails may vary, a minimum 10' flat space is required at the top of the bank. Alternative designs may be considered by the Director.

(6) Other Requirements. In no case shall the detention or retention ponds be within the perimeter roadway buffer. Any concrete structures over 6" in height, including headwalls, bridges, wall, culverts, retaining walls, and like structures, shall be clad in masonry.

(7)

~~(o)~~(m) ***Sight Visibility***. In complying with the landscaping requirements set forth herein, no landscaping shall be permitted to cause visibility obstructions and/or blind corners at intersections. ~~All sight/visibility triangle distances herein shall be measured from the intersection edges of the curb or, where there is no curb, from the end of the pavement, unless otherwise specified.~~

~~(1) Street intersections. Each such intersection shall have a sight triangle of forty-five (45) feet on each leg from the point of intersection, or as determined by the Director of Engineering.~~

~~(1) Driveway to street intersections. Each driveway intersection shall have a sight triangle of forty-five (45) feet along the street and twenty (20) feet along the driveway from the point of intersection, or as determined by the Director of Engineering.~~

~~(3) Vertical clearance.~~ Landscaping within the triangular visibility area shall be designed to provide unobstructed vertical cross-visibility at a level between three (3) and ten (10) feet in height. Trees may be permitted in this area provided they are trimmed in a manner that prevent limbs or foliage from extending into the vertical visibility area.

(1) The center of roundabouts or traffic circles shall have enhanced planting, and are encouraged to have a decorative vertical element, such as art or signage, with Celina branding.

(2)

M. Site Utilities.

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1. All utility lines (including individual service lines, transmission lines and distribution lines) shall be underground, below the finished grade of the right of way. Any existing poles, guy wires, and related structures used to support overhead prior to burial shall be removed.

2. Utility infrastructure should be mounted on pads at ground level and appropriately screened. Although discouraged, if within the right of way, equipment should not block sidewalks or visibility at intersections.

14.04.205 Plant List

List of Approved Plant Materials. All required plant material shall be from the following list unless alternate plant materials are approved by the Director. Additional plant materials can and are encouraged to be used on the site, but the required plantings must adhere to the Approved Plant List. Plants with an asterisk (*) are appropriate for taller evergreen screening purposes, if appropriately spaced to create a contiguous opaque screen. The list below is not intended to be an exhaustive inventory of all possible plants; rather, it is a selection of plants that are known to be appropriate and suitable for Celina.

ARTICLE IV, PART TWO, TABLE 1 APPROVED PLANT LIST		
LARGE CANOPY TREES		
Arizona Cypress*	Austrian Pine*	Cypress (Bald or Pond)~~Cypress~~
Bigtooth Maple	Burr Oak	Caddo Maple
Cedar Elm	Chinquapin Oak	Chinese Pistache
Dawn Redwood	Eastern Red Cedar*	Ginkgo
Italian Stone Pine*	Live Oak*	Mexican Sycamore
Pecan	Red Oak	Shantung Maple
Southern Magnolia*	Texas Ash	Trident Red Maple
SMALL ORNAMENTAL TREES		
Crape Myrtle (~~t~~Tree ~~F~~form)	Desert Willow	Eve's Necklace
Italian Cypress	Lacey Oak	Mexican Buckeye
Mexican Plum	Nelly R. Steven's Holly*	Oakland Holly*
Possumhaw Holly	Redbud	Magnolia (Teddy Bear ~~Magnolia~~or Little Gem)*
Rusty Blackhaw Viburnum	Vitex (Tree Form)	Yaupon Holly
~~MEDIUM TREES (when appropriate)~~		
~~Ginko~~	~~Golden Raintree~~	~~Lacey Oak~~
~~Pond Cypress~~	~~Shantung Maple~~	~~Little Gem Magnolia*~~
SCREENING SHRUBS (minimum 3' tall at maturity)		
Abelia	Barberry	Boxwood
Chinese Fringe Flower	Cotoneaster	Decorative Grasses
Elaeagnus (Silverberry)	Euonymus	Indian Hawthorn
Juniper (several varieties)	Texas Sage	Holly (several varieties)

14.04.206 Residential Landscape Requirements.

(a) ***General Regulations***. While specific landscape plans are not required for detached single-family homes, the following standards must be met for new homes prior to the issuance of a Certificate of Occupancy.

(1) Irrigation required. All front yards must be irrigated with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers.

(2) Tree bubblers required. All trees are to be equipped with bubbler irrigation systems.

~~(2)~~(3) Mews. All mews designs must be amenitized per the Neighborhood Vision Book.

~~(3)~~(4) Yard: All residential lawns must be covered with vegetation, ~~including~~ grass, or other living groundcover,

~~mulch, and/or decorative stone,~~ in order to help retain the soil and prevent erosion. Mulch, living groundcover, gravel, rock gardens, and decorative stone may be used for creating patterns, beds, erosion control, and in other limited application; however, their use shall not be the predominant groundcover.

i. Stone, gravel and rock. If stone, gravel, decorative rock, crushed granite, or other non-plant derived materials are used in a residential front yard, no more than thirty percent (30%) of the yard area may be made up of these materials. Non-plant derived materials should be used as an accent to the areas of the lawn made up of sod, living ground cover, low bushes or plants, or mulch and shall include vegetative plantings within the stone/rock beds. In no case shall stone, gravel, rock or other non-plant derived materials be installed so that an impermeable surface area is created.

~~ii.~~ Artificial or synthetic turf ~~(e.g. AstroTurf™)~~. Artificial or synthetic turf is prohibited in any yard that can be viewed from a public street.

ii. Xeriscape. ~~When a xeriscape plan is used, refer to Section 14.06.210 for detailed regulations.~~ Also commonly called pollinator gardens or wildscapes, the use of drought-resistant or native and adapted plants is not discouraged. When utilized, there should not be a reduction in the required number of large canopy trees or any maintenance deferrals that result in a predominance of weeds or other nuisance, and non-plant material may exceed the 30% standard above if the drought-resistant garden is heavily planted.

(b) ~~***Residential Vegetation Requirements***~~***Required Trees***. ~~Trees shall be planted as referenced in the Table 6, below. Trees planted in the front yard or side yard on a corner shall be planted in the area between residence and the sidewalk, unless the subdivision is specifically designed to accommodate this tree location with sidewalks set back from the street a minimum of eight (8) feet.~~

ARTICLE IV, PART TWO, TABLE 2

~~**TREES & SHRUBS REQUIRED PER RESIDENTIAL LOT**~~ **RESIDENTIAL TREES**

Size of Lot ~~*(square feet)*~~	*Number of Large Trees*	*Number of Ornamental Trees*	~~*Number of Shrubs*~~
~~Up to 7,000~~Urban	1 in front yard, when feasible	1	~~12~~
~~7,001 to 10,000~~Suburban	2 total; 1 in front yard	1	~~15~~
~~10,001 to ½ acre~~Estate	4 total; 2 in front yard	1~~2~~	~~20~~
~~Greater than ½ acre~~	~~6 total; 3 in front yard~~	~~3~~	~~24~~
Corner lots, all sizes	1 additional tree ~~on~~ in side yard ~~side facing street~~	-	~~-~~

~~Note 1. All trees must be spaced appropriately, subject to review and approval of the Director.~~
~~Note 2. Urban Living single-family units may need to modify the requirements listed above due to spa restrictions, subject to review and approval of the Director.~~

(c) **Open Space Types.** The following table applies to all new residential development.

	Size & Location	**Mandatory Elements**	**Additional Elements (Select 2)**
Block Park – End Cap	• Min. 350 SF • Central to and walkable for the surrounding 5-10 houses • 5-10 users • Min. 15' width at entry point • Area shall be contiguous • Calculation may include area that is	• Seating • Shade • Concrete pathways	• Community garden plots • 50% enhanced planting • String lighting • Fire or planting pits • Picnic tables • Comparable element to be approved by the Director

	less than 15' wide but contiguous with the park space		
Block Park – Mid-Block		• Seating • Shade • Concrete pathways	• Community garden plots • 50% enhanced planting • Fire pits • Picnic tables • Comparable element to be approved by the Director
Pocket Park	• 0.1–0.25 acre • Walkable for the surrounding 25 houses • 10-25 users • May be a lot leave-out or trailhead to a larger system, or a plaza for more dense urban products • Min. 2,500 SF • Min. 20' wide at entry point • Area must be contiguous • Calculation may include area that is less than 20' wide but contiguous with the park space	• Seating • Shade	• Pathways • Tot lot • Community garden plots • Outdoor quality games (bocce ball, cornhole, chess, Connect 4, etc.) • Shrub row along ROW sidewalk to provide a soft barrier from the adjacent roadway • Comparable element to be approved by the Director
Parklet Park	• 0.25–1.0 acre • 25-50 users • Walkable for less than a 5-minute walk • Min. 10,000 SF • Min. 50' at entry point • Area shall be contiguous • Calculation may include area that is less than 50' wide but contiguous with the park space	• Seating • Shade • Pathways • Turf area for neighborhood events	• At least one play area or tot lot shall be provided for every 100 homes and protected from adjacent streets by planting, low wall, or fencing not to exceed 36" in height • Community garden plots • Outdoor quality games such as bocce ball,

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			cornhole, chess, Connect 4, etc. • Fire pits • String lighting • Comparable element to be approved by the Director
Neighborhood Park	• 0.5–2.0 acres • Min. 20,000 SF • 50-100 users • Centrally located within a ¼ mile to ½ mile distance. Provide multiple neighborhood parks forlarger developments. Where applicable, neighborhood parks shall connect to city parks, schools, and/or natural corridors and these elements shall be designed to function well together and form the same space.	• Parking • City of Celina trail gateway signage where connecting to hike and bike trails • Seating • Shade • Commercial-grade playground • Play area • Pathways	• Picnic areas • Additional play areas or fields] • Swimming pool or splash pad • Fountain • Gazebo
Amenity Center	• 1.5 acres+ • Min. 20,000 SF • Centrally located within a ½ mile radius • Shall generally be included as part of the 1st Phase of development, unless otherwise adjusted by an associated development agreement or PD • Multiple amenity centers are required if a neighborhood is divided by a	• Parking • Seating • Open air or conditioned building • Shade (at least one structure shall have a solid roof to provide full shade) • Commercial-grade playground • Play area • Pathways	• Picnic areas • Additional play areas or fields • Swimming pool or splash pad • Fountain • Gazebo • Community garden plots • Outdoor quality games such as bocce ball, cornhole, chess, Connect 4, etc. • Hammocks • Art • Commercial-grade fitness equipment

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	collector/arterial, or approximately every 600 lots		
Linear Park	• May be a natural corridor, utility corridor, designed linear park, or trail connector, if appropriately amenitized	• Parking • Seating • Shade • Commercial-grade playground • Play area • Pathways	• Picnic areas • String lighting • Enhanced planting • Enhanced paving • Additional play areas or fields • Fountain • Gazebo

14.04.207 ..... **Non-Residential Landscape Requirements (including Multi-Family).**

(a) ***General Requirements***.

(1) Variety. Applicants are encouraged to plant a variety of ornamental trees, shrubs, and flowers in addition to the required plantings to add color and distinction to the site. Any permeable surface not occupied by trees, shrubs, planting beds, signs, or other permitted fixtures shall be planted with turf or other living groundcover.

(2) Stone, gravel, & rock. If stone, gravel, decorative rock, crushed granite, or other non-plant derived materials are used in any landscaped area, no more than twenty percent (20%) of the area may be made up of these materials. Non-plant derived materials should be used as an accent to the landscaped areas made up of sod, living ground cover, low bushes, plants, or mulch and may include vegetative plantings within the stone/rock beds. In no case shall stone, gravel, rock or other non-plant derived materials be installed so that an impermeable surface area is created.

(3) Artificial or synthetic turf prohibited ~~(e.g. AstroTurf™)~~. Artificial turf is generally prohibited, but may be permitted in internal, programmed areas such as courtyards, patios, and locations that ~~cannot be viewed~~are not visible from a public street. ~~.~~

(4) Vegetative screening.

~~i.~~(4) Plants and shrubs used ~~as hedge-row~~ for screening parking lots, mechanical equipment, and other screens shall be at least twenty-four (24) inches high at time of planting that will form a ~~and shall be a type and species from the recommended plant list that will attain a minimum height of three (3) feet within eighteen (18) months of planting and will form a virtually~~ continuous hedge. Plants utilized for screening taller objects or situations should have taller heights at time of planting.

~~ii. Plants and shrubs used as perimeter screens shall be at least thirty-six (36) inches high at time of planting and shall be a type and species from the recommended plant list that will attain a minimum height of six (6) feet within three (3) years of planting~~

(5) Non-vegetative screening. Any landscape barrier (e.g. ~~screening~~ decorative walls or earthen berms~~-~~) shall be a minimum of three (3) feet high at time of installation.

~~(6) Unsustainable structures. In addition to the requirements listed herein for non-residential development, any proposed structure that does not meet the Architectural Design Standards of Article 14.06 of the Zoning Ordinance, the Fire Code, or the Building Code, must also meet the following setback and landscape screening regulations: a minimum fifty (50) foot front, side, and rear yard landscape buffer with two rows of Eastern Red Cedar, each row spaced twenty (20) feet on center and staggered from each other. The front setback shall include a minimum three (3) foot high berm on which the trees shall be planted.~~

(b) ***Interior Landscape Requirements***.

(1) Parking lots.

i. *Parking lot islands and terminus row islands*. Parking lots shall contain curbed landscaped islands located ~~so as~~ to best relieve the visual expanse of paving and provide shade. Such islands shall contain at least one (1) large canopy tree, and shall be located at the terminus of all parking rows. The

remainder of the island space shall be landscaped with shrubs, lawn, and living groundcover not to exceed three (3) feet in height. The minimum total area of such islands shall be approximately 180 square feet (9' X 20') feet or the size of a parking space, but may be designed so that the radii helps to facilitate traffic maneuverability. In unique circumstances, materials suitable for the parking lot island other than natural plant materials may be approved by the Director, such as crushed granite, river rock, or pavers.

ii. *Parking lot island spacing*. Parking lot islands shall not be spaced greater than every twelve (12) spaces unless approved on the landscape plan in order to preserve existing trees and natural features or due to unique site features. In all cases, the total area requirements for landscaped islands for the respective parking areas shall be satisfied. ~~In unique circumstances, materials suitable for the parking lot island other than natural plant materials may be approved by the Director, such as crushed granite, river rock, or pavers.~~

~~iii. *Parking lot swales*. The use of landscaped swales in lieu of curbs may be allowed on a case-by-case basis, as approved by the Director. Associated drainage plans must be submitted and approved by the Director of Engineering if this option is proposed.~~

~~iv. *Earthen berms*. Landscaped earthen berms in height of three (3) feet are encouraged as parking lot screening.~~

v. iii. ~~*Parking lot l*~~*Light poles*. All free-standing ~~parking lot~~ light poles shall have a maximum six (6) inch tall ~~metal~~ base. If a ~~larger~~ taller base is proposed, it shall be clad in masonry that matches the ~~adjacent~~ primary structure~~s~~. All ~~parking lot~~light poles shall be placed within a conforming landscaped area or other raised bed to distinguish it from the parking spaces and minimize vehicle contact.

(2) Drive Aisles.

i. *Divided driveways*. Developments ~~Commercial parking lots containing more than 100 parking spaces~~ shall construct a divided driveway at the main entrance when aligned with a ~~with~~ median break. ~~s at the main entrance and be subject to landscape entry features, described in (ii), below. All multi-family developments shall have a divided entrance drive and be subject to landscape entry features, described in (ii), below.~~.

~~ii. *Landscape entry features*. Landscape entrance features are required at the main entrances to the commercial parking lots over 100 spaces or any multi-family development and shall be within a platted lot located in the median of the divided entry access point, to be owned and maintained by the property owners association. These landscaped entryways shall each be a minimum of five (5) feet in width to allow for irrigation and landscaping. Landscaped entries shall include a significant entry feature or other focal point, which typically includes a monument entrance sign. Landscaped entry features may be subject to a licensing agreement and are shall be subject to the approval of the Director.~~

iii. ii. *Vehicular access drives*. Along major access lanes, ~~A~~ a 10' wide landscape buffer with a 5' wide concrete sidewalk and a small ornamental tree ~~is required along major access lanes~~ every thirty (30) linear feet is required. ~~within a development, subject to review and approval by the Director~~.

~~iv. *Curbs*. All landscaped areas will be protected by a raised four (4) inch concrete curb and/or wheel stop. Wheel stops are required for all perimeter parking spaces unless parking lot swales are used. Pavement will not be placed closer than four (4) feet from the trunk of a tree unless approved by the Director.~~

~~v. *Overhang zone*. Parking lot screening bushes shall not be planted in the "overhang zone" where they are likely to be damaged by vehicles' overhanging the parking space (see Section 14.04.202, *Landscaping Definitions*, for the definition of "overhang zone")~~

~~iii.~~ *Drive-thrus*. A raised, minimum 6' wide landscape island is required along the edge of drive-thrus to separate and screen them from other vehicular use areas. Comparable screening or landscaping may be considered by staff.

(3) Interior Sidewalks.

i. *Big Box* ~~*or shopping center parking lot*~~ *walkway*. "Big Box" stores or large shopping centers, in lieu of

providing a tree every twelve (12) parking spaces, may choose to provide a centralized, concrete pedestrian avenue ~~minimum ten (10) foot wide continuous landscape island every eight (8) single rows of parking~~, with a large canopy tree every thirty (30) linear feet, subject to review and approval by the Director. This does not waive the requirement for trees located at the terminus of each parking row.

ii. *Facade~~s of Big Box stores or shopping centers~~Trees*. In "big box" or shopping center developments of 50,000 square feet or more, or with long in-line facades, a ~~medium or~~ small ornamental tree shall be planted ~~placed in tree grates or tree wells~~ every forty (40) feet on center within a minimum twelve (12) foot wide sidewalk along active storefronts. ~~Trees may be clustered so not to block the primary entrance.~~

~~ii.~~ iii. *Storefront sidewalks*. Active retail storefronts shall maintain a minimum 10' wide concrete sidewalk. Entrances and crosswalks should receive decorative paving.

~~iii. *Pedestrian crosswalks*. All commercial developments submitted after the adoption of this ordinance shall be required to include stained and stamped crosswalks from parking lots or secondary structures to the main entrances of the buildings and other areas, as determined by the Director.~~

(4) Open Areas. ~~-~~Open spaces shall have one (1) large canopy tree planted every 5,000 square feet, in addition to amenties such as seating or other gathering opportunities. Staff may authorize minor modifications for tracts with extensive perimeter ROW tree requirements, tracts with extensive tree cover, or for areas intended for active recreation or detention.

(5) Exception to interior landscape requirements. Industrial uses ~~shall~~may be exempt from the interior landscape requirements, subject to review and approval by the Director, but perimeter landscaping requirements, listed below, must be met.

(c) ***Perimeter Landscape Requirements***.

(1) ~~Landscaping adjacent to r~~Right~~s~~-of-~~w~~Way Adjacencies.~~-~~

i. All non-residential developments (including multi-family) shall ~~be~~ screen~~ed~~ vehicular use areas from the public right-of-way with an evergreen hedge, berm, or other durable landscape barrier, or a combination of the above.

ii. Landscape easements adjacent to the public right-of-way shall contain at least one (1) large canopy tree for every forty (40) linear feet or fraction thereof of street frontage, inclusive of driveways.

iii. In addition, one (1) small ornamental tree shall be provided for every forty (40) linear feet or fraction thereof of street frontage, inclusive of driveways.

iv. ~~Trees may be grouped or clustered to facilitate design.~~

v. ~~See also Section 14.04.208, *Roadway Landscape Easements & Buffers* for setback and buffer requirements.~~

(2) ~~Perimeter landscaping adjacent to land uses other than single-family.~~ Non-Residential Adjacencies.

i. All non-residential developments (including multi-family) shall provide a landscape buffer of ten (10) feet when adjacent to land uses other than single-family.

ii. Landscape buffers adjacent to similar land uses shall contain at least one (1) large canopy tree for every forty (40) linear feet or fraction thereof of adjacency.

iii. In addition, one (1) small ornamental tree shall be provided for every forty (40) linear feet or fraction thereof of adjacency.

~~iii.~~ When the land uses are within the same shopping center, the landscape buffer between property lines may be reduced to a total of ten (10) feet (~~i.e~~e.g. five feet from each lot) and trees may serve as credit to both properties, in certain circumstances, with the approval of the Director.

~~iv.~~ The minimum landscape buffer adjacent to the railroad tracks is 20' wide when outside of Downtown.

(3) ~~Perimeter landscaping adjacent to residential.~~ Residential Adjacencies.

i. All non-residential developments (including multi-family) shall provide a minimum landscape buffer of twenty (20) feet when adjacent to single-family residential properties.

ii. Landscape buffers adjacent to single-family residential properties shall contain at least one (1) large evergreen canopy tree for every thirty (30) linear feet or fraction thereof of adjacency.

iii. In addition, one (1) small ornamental tree shall be provided for every thirty (30) linear feet or fraction thereof of adjacency.

(d) ***~~Enhanced Landscape~~ Site ~~Amenities~~Enhancements & Open Space***.

(1) Purpose. The purpose of the ~~enhanced landscape amenity~~ site enhancements & open space systems is to allow developers the freedom to design interesting and unique landscaping to augment the architecture and theme of the development. Developers are encouraged to be creative in selecting the amenity type to create unique and memorable features. Elements, both in terms of quality and quantity, shall be in scale with the development, as determined by the Director. The element lists in each category are not intended to be exhaustive, but provide general guidance for the expected level of quality for the development.

(2) Applicability Table.

Development Type	Site Enhancements	Minor Open Space	Signature Open Space	Amenity Center Open Space
Small, single-tenants or pad sites	X	X		
Large and/or multi-tenant	X	X	X	
Multi-family	X		X	X

~~(1)~~(3) Site Enhancements

~~(2)~~(4) ~~The following is a list of landscape elements that may be added to the required landscaping for all commercial developments.~~ Applicants shall choose three (3) of the following ~~amenities~~elements~~, subject to review and approval by the Director.~~.

i. Enhanced landscaping: one canopy and one ornamental tree every thirty (30) feet around the perimeter (instead of every forty (40) feet).

ii. Enhanced landscaping: one tree within an island every ten (10) parking spaces (instead of every twelve (12) spaces).~~.~~

iii. Enhanced streetscape elements (e.g. decorative lampposts, benches, trash receptacles, decorative bollards, etc.)

iv. ~~Use of street furniture (e.g. benches, tables & chairs)~~

v. iv. Buffer berms (providing 3-foot high berms along the street frontage)

vi. v. Shade structure for outdoor seating areas

vii. vi. ~~Use of decorative masonry planters with irrigation (minimum 4)~~\

viii. vii. Foundation plantings along seventy-five percent (75%) of the building's primary facade

ix. viii. Public art (e.g. obelisks, sculptures, murals, statues, clock towers, water fountains, etc.)

~~x.~~ix. Other - A ~~(a~~ developer may propose an unlisted landscape element if it meets the spirit and intent of the ordinance~~, subject to review and approval by the Director.)~~

~~(3)~~(5) Minor Open Space (MOS). Applicants shall choose three (3) of the following elements.

x. Min. 5' wide pathway connecting elements within the open space;

xi. Shade trees spaced in a manner to provide shade to the open space;

xii. Seating areas (benches, natural seating, tables and chairs, etc.);

xiii. Play areas (Play structures, sport courts, exercise equipment, etc.);

xiv. Shade structures (Pavilions, trellis, cabanas, overhead building extensions, etc.);

xv. Synthetic turf for gathering areas;

xvi. Jogging trails or connections into the trail system;

xvii. Entry monumentation (columns, plaques, signage, art, etc.);

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xviii. Sculpture and/or decorative fountains.
xix. Decorative fencing;
xx. Pollinator gardens or raised planter beds; and/or

~~xi.~~

~~(4) Developer discretion. These regulations are intended to encourage creativity, safety, visual diversity, and water conservation in landscaping.~~

~~(5) Scale, size, type. Elements, both in terms of quantity and quality, should be in scale with the development, as determined by the Director.~~

~~(6)~~ Signature Open Space (SOS). Improvements shall be required in conjunction with any commercial or multi-family building 15,000 square feet (cumulatively counted) or larger (excluding MF-3). Shared, regional approaches are encouraged. Applicants shall choose 4 of the following elements:

1. A decorative pathway with enhanced pavement traversing the open space with adequate illumination;
2. Patio/plaza/Synthetic Turf Space of adequate size for mass gathering space;
3. Signature tree;
4. Furniture and monuments, such as benches, low masonry seating walls, trash receptacles, and education plaques;
5. Overlook (in association with retention/detention ponds or other comparable situations);
6. Sculptures, and/or pedestrian entry monuments/gateways;
7. Water features, excluding required retention/detention ponds;
8. Shade structures such as pavilions or pergola;
9. Incorporation and integration of natural features, such as creeks, drainage areas, riparian woodlands, floodplains, and waterways, where and when practical, in compliance with all Engineering Design Standards.
10. Detention or retention ponds shall be considered if they are meaningfully incorporated into the SOS design, accessible to the public, and meet the base design regulations for detention/retention ponds.

(1) Amenity Center Open Space. Applicants shall choose 2 Major and 3 Minor of the following elements:

Major:

1. Swimming Pool (appropriately sized for the development)
2. Fitness Center
3. Sports Courts or fields (volleyball, baseball, tennis, pickleball, etc.).

Minor:

1. Dog Park (sufficiently sized with appropriate amenities)
2. Playground
3. Splash Pad or tot lot
4. Shade structures (gazebo or pavilion)
5. Improved picnic areas (with tables, grills, outdoor kitchens, shading)
6. Gathering areas (fire pits, lawn games, putting green, etc.)

14.04.208 .....**Roadway Landscape Easements & Buffers. A landscape** ~~B~~buffer~~s~~ ~~are~~is ~~defined as~~ an open, landscaped area~~s~~ that is adjacent to ~~between~~ the ultimate right-of-way line. ~~roadway pavement and any built~~

structure on a lot, and include both the "parkway" portion of the street right-of-way and the private land necessary to make up the minimum width required herein. The roadway parkway is the portion of right-of-way that is typically sodded and kept clear of trees or deep-rooted shrubs since this is often the location of underground or above-ground infrastructure, such as water and sewer lines and electrical wiring, respectively. Landscape buffers were adopted by City Council as part of Ordinance No. 2018-65 (11-13-18). The following buffer standards apply unless a more stringent standard applies due to the lot being located in an overlay district.

(p)(n) ***Minimum Width of Landscape Buffers Along Roadways as shown on the Master Thoroughfare Plan***.

(1) 6-lane divided roadway (or greater): 40' wide

(2) 4-lane divided roadway: 30' wide

(3) Adjacent to all other streets, the landscape buffer shall be a minimum twenty (20) feet wide: 20' wide.

(3)(4) Major public access drives within commercial centers shall provide a minimum 10' wide landscape buffer (and 5' wide concrete sidewalk) with associated landscaping.

(4) Adjacent to residential streets and other streets not called out on the Thoroughfare Plan, the landscape buffer shall be a minimum of ten (10) feet wide.

(5) ***Intent & Application of the Ordinance***.

(a) When circumstances exist that may restrict the ability of an applicant to comply with the letter of the minimum widths referenced above, the Director may allow some flexibility so long as the overall intent of the ordinance is met, such as when deceleration lanes are required or when existing, non-conforming situations are present.

(a)(6) ***Landscape ROW Buffer Corner Clips***. For For all nonresidential and multi-family parcels located at the intersection of two (2) dedicated public rights-of-way (ROW), a minimum twenty (20) foot landscape buffer shall be provided parallel to the corner clip right-of-way dedication. The twenty (20) feet shall be measured from the property line.

14.04.209 ..... **Xeriscaping.**

(b) ***Intent***. The intent of this xeriscaping section is to encourage the use of drought-resistant native plants in all or a portion of landscaped areas in order to conserve water.

(c) ***Native Plant Usage***. Texas has an abundance of native plants that are naturally adapted to the region. Most native or adapted plants are drought tolerant or have lower water demands, and by combining Texas natives with well-adapted exotic plants, water is conserved. The use of xeriscape can:

(1) Reduce landscape maintenance and water use by sixty percent (60%) or more, which helps extend limited water supplies and conserve water resources;

(1) Provide an enhanced regional identity for Celina;

(2) Lower pest problems and require less fertilizer than many non-adapted, exotic plants brought into Texas landscapes. By eradicating weeds, competition for available water resources is diminished;

(3) Lower monthly water bills for users;

(4) Reduce runoff through the plants root system, which helps water percolate into the soil, reducing erosion and runoff, improving water quality.

(d) ***Water Conservation***. In order to promote prudent use of the City's water resources and reduce the need for additional water system infrastructure, additional water resources and water purification systems, and to help ensure viability of required plantings during periods of drought, all required landscaping shall comply with the following requirements designed to reduce water usage:

(1) All landscaping shall be from the recommended plant material list, which is comprised of native and adapted vegetation, unless alternate plant materials are approved through the landscape plan.

(1) For maximum reduction in water usage, xeriscape plants shall not be interspersed in plant massing with plants requiring higher water usage.

(2) Irrigation systems shall be designed to provide the appropriate amount of water without over watering.

(3) Lawn or turf is not permitted in areas with a dimension of less than eight (8) square feet.

~~(e) ***Distance from Street Pavement***. Landscaping, except required grass and low groundcovers, shall not be located closer than three (3) feet from the edge of any access way pavement.~~

~~(f) ***Conflicts***. In the event other visibility obstructions are apparent in the proposed landscape plan, as determined by the Director, the minimum landscape area requirements set forth herein may be reduced to the extent to remove the conflict.~~

14.04.209 ..... **Tree Preservation.**

(a) ***Purpose***. The purpose of this section is to encourage the preservation of mature trees which, once removed, cannot be replaced by equivalent trees, to preserve the health and viability of retained trees during construction, and to control the removal of protected trees when necessary. It is the intent of this section to achieve the following:

(1) Prohibit the indiscriminate clearing of property;

(2) Protect and increase the value of residential and commercial properties within the City;

(3) Maintain and enhance a positive image for the attraction of new business enterprises to the City;

(4) Protect healthy quality trees and promote the natural ecological environmental and aesthetic qualities of the City; and

(5) Help provide needed shaded areas in order to provide relief from the heat by reducing the ambient temperature.

(b) ***Construction Regulations***.

(1) Tree pruning restrictions. No protected tree shall be pruned in such a manner which significantly disfigures the tree or in a manner which would reasonably lead to the death of a tree, except where such pruning is necessary for the safety of the public or to maintain utility service. Utility companies may prune trees as necessary to re-establish disrupted utility service. The practice of "topping" trees, either ornamental or canopy, is absolutely prohibited except when necessary for utility provision, public safety, or some other official nuisance.

(2) Fill & grading. The area within the drip line of a protected tree shall not be filled or graded.

(3) Maintenance after development. If any of the trees required to be retained or trees planted as a part of this division should die within a period of one year after completion of the activities associated with construction, the owner of the property shall replace the trees within six (6) months at a ratio of three-to-one (3:1) with an approved large canopy tree from the recommended plant materials chart, which is the same size as the tree removed.

(c) ***Regulations Prior to Construction***.

(1) Tree flagging. All protected trees on the subject property within forty (40) feet of a construction area or surface improvements such as driveway, walks, etc., shall be flagged with bright fluorescent colored vinyl tape wrapped around the main trunk at a height of five (5) feet or more such that the tape is highly visible to workers operating construction equipment. This shall not include the flagging of protected trees adjacent to ROW within approved residential subdivisions during the construction of the roadway.

(2) Protective fencing. Solid, protective fencing a minimum of three (3) feet in height will be located at the drip lines of all protected trees that border the limits of construction. In situations where a protected tree is located within the immediate area of intended construction, protective fencing will be located at or beyond the drip line.

(d) ***Regulations during Construction***. The following activities shall be prohibited within the limits of the critical root zone of any protected tree, subject to the requirements of this division:

(1) Material storage. No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the critical root zone of any protected tree.

(2) Equipment cleaning/liquid disposal. No equipment shall be cleaned or other liquids deposited or allowed to flow overland within the limits of the critical root zone of a protected tree. This would include paint, oil, solvents, asphalt, concrete, mortar or similar materials.

(3) Tree attachments. No signs, wires or other attachments, other than those of a protective nature shall be

attached to any protected tree.

(4) Vehicular traffic. No vehicular and/or construction equipment traffic or parking shall take place within the limits of the critical root zone of any protected tree other than on an existing street pavement. This restriction does not apply to single incident access within a critical root zone for purposes of clearing underbrush, emergency restoration of utility service, or routine mowing operations.

(5) Grade changes. No grade changes (cut or fill) shall be allowed within the limits of the critical root zone of any protected tree unless adequate construction methods are approved by the Director.

(6) Impervious paving. No paving with asphalt, concrete, or other impervious materials in a manner which may reasonably be expected to kill a tree shall be placed within the limits of the critical root zone of a protected tree.

(7) Removal of protective fencing. Protective fencing may only be removed from the construction site at the time of the installation of additional, permanent landscaping features.

(8) Landscape Protection. All landscaping shall be installed in a sound manner and in accordance with accepted good planting procedures. Landscape areas, both retained and proposed, shall be protected from vehicular encroachment during and after the construction phase by appropriate barriers.

~~(7)~~

(e) ***Permanent Construction Methods & Standards***.

(1) Boring. Boring of utilities under protected trees may be required in certain circumstances. When required, the length of the bore shall be the width of the critical root zone at a minimum and shall be a minimum depth of 48 inches.

(2) Trenching. All trenching where possible shall be designed to avoid trenching across the critical root zone of any protected tree. This shall not inhibit the placement of necessary underground services such as electric, telephone, gas, etc.

(3) Root pruning. It is recommended that all roots two (2) inches or larger in diameter which are exposed as a result of benching or other excavation be cut off square with a sharp medium tooth saw and covered with pruning compound within two (2) hours of initial exposure.

(4) Signage. It shall be unlawful and prohibited to cut trees or similar clearing of vegetation on public rights-of-way to provide better view of off-premises signs.

14.04.21~~10~~10 .....Tree ~~Mitigation~~Removal.

(1) ***Permit Required.*** Prior to the removal or the critical alteration of any protected tree in the City, an application for a tree removal permit must be submitted and approved, unless otherwise exempt under a provision of the ordinance from which this section derives. Prior to the issuance of any development related permits, including grading, an application for tree removal, or a note stating that no protected trees are located on-site, must be submitted to the City. The application of tree removal shall include a tree survey. Any tree survey proposing the removal of a protected tree or trees shall be accompanied by a tree removal application. The burden shall be upon the applicant to show the necessity for any and all trees proposed for removal.

(a) ***Fees***. In the event that it is necessary to remove a protected tree, the applicant shall be required to pay into the City's tree fund according to the Master Fee Chart, or, with the approval of the Director, replace the removed trees according to the City's Tree Valuation Schedule and governing State law, prior to the issuance of any development-related permits, including grading.~~.~~

(b) ***Mitigation***. ~~If the tree is not replaced on-site or other City-approved location,~~ Tree removal fees must be paid to the City based on the tree valuation schedule as listed in the Master Fee Schedule, using the ratio and percentages below. This fee shall be paid in addition to any tree removal permit fee and shall be held in a separate account (the Tree Fund) to be used exclusively for future installation of trees within public land owned by the City, or other City projects in conformance with the City's long range plans.

ARTICLE IV, PART TWO, TABLE 3

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TREES VALUATION SCHEDULE FOR MITIGATION		
TYPE 1 100% Value 5:1 Replacement Ratio	TYPE 2 50% Value 3:1 Replacement Ratio	TYPE 3 10% Value 1:1 Replacement Ratio
Floodplain Trees (~~all trees located within the floodplain,~~ regardless of species) All Oaks Pecan	All Ash Trees All Elms All Pines Hickory Black Walnut	Common Hackberry Bois d'Arc Cottonwood Junipers Cedars Mesquites Willows ~~All other trees~~
The Type and Value of any trees not listed in the chart will be determined by staff based upon industry standards and research.		

~~(b)~~(c) ~~***Landscape Plan***. All~~ When replacement trees ~~shall ba~~re utilized to satisfy mitigation requirements, the landscape plan shall distinguish the replacement trees from the required trees and include ~~shown with~~ their caliper size, species name, and common name ~~on the landscape plan~~.

~~(c)~~(d) ~~***Replacement Restriction***.~~ Any required replacement tree shall not be planted within an area such that the mature canopy of the tree will interfere with overhead utility lines, or that the mature root zone of the tree interferes with underground public utility lines.

~~(d)~~(e) ~~***Landscaping Limitation***.~~ Trees required to be added to the development per the landscaping requirements in the zoning ordinance or by virtue of deed restrictions shall not be considered or credited as replacement trees.

~~(e)~~(f) ***Enforcement***.

(1) Any person, property owner, firm, corporation, agent, or employee thereof who violates any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction hereof shall be fined a penalty of a sum not to exceed the amount listed in the Master Fee Schedule and allowed by State Law. A separate offense shall be deemed to be committed on each day during or on which a violation occurs. The unlawful destruction or removal of each protected tree shall be considered a separate offense and each offense subjects the violator to the maximum penalty not to exceed the amount listed in the Master Fee Schedule per tree for each day that the tree is not replaced. Unless otherwise specifically set forth herein, or in state law as adopted, allegation and evidence of culpable mental state are not required for the proof of an offense defined by this article.

(2) No acceptance of public improvements shall be authorized until all fines for violations of this ordinance have been paid to the City.

(3) No ~~c~~Certificate of O~~o~~ccupancy shall be issued until all fines for violations of the ordinance from which this article derives have been paid to the City.

(4) No ~~building~~ development related permit shall be issued unless the applicant signs an application or permit request which states that all construction activities shall meet the requirements of the tree preservation ordinance. ~~The building official shall make available to the applicant a copy of the tree preservation ordinance.~~

~~(f)~~(g) ~~***Tree Valuation Schedule***.~~ Tree replacement fees are listed in the Master Fee Schedule and shall apply to all tree mitigation.

(2) Denial. The Director shall deny a tree removal application if it is determined that any of the following conditions exist:

i. Removal of the tree is not reasonably required in order to conduct anticipated activities or to develop the property; or

ii. A reasonable accommodation can be made to preserve the tree; or

iii. The purpose and intent of this ordinance is not being met by the applicant.

(3) Appeals. Any decision made by the Director may be appealed to the Planning & Zoning Commission acting as the Tree Board. All decisions made by the Commission shall be final and binding.

(4) Permit expiration. Permits for tree removal issued in connection with a building permit shall be valid for the same period of time as that of the associated building permit's term. Permits for tree removal not issued in connection with a building permit shall become void 180 days after the issue date on the permit.

(f) ***Tree Survey Required***. Tree surveys shall include:

(1) All individual trees which have a DBH of six (6) inches or greater or which are otherwise noteworthy because of species, age, or rarity;

(2) A tree location map identifying each tree by its caliper size (at DBH), common name, scientific species categorization, whether the tree is located in a floodplain or not, and whether the tree is proposed to be removed, relocated, or preserved;

(3) The location of all existing and proposed buildings, structures, floodplains, pools, and other existing or proposed improvements for the site, including the limits of construction line, if applicable; and

(4) The name and phone number or arborist, licensed surveyor, landscape architect, or other professional who prepared the survey.

(5) These requirements may be modified by the Director as needed to administer the ordinance from which this section derives. Upon prior approval by the Director, the map exhibit may be limited only to the applicable portion of the site. An aerial photograph may be allowed if a mass of trees exists that makes individual counting impractical and it clearly meets the intent of the ordinance.

(g) ***Penalties for Unauthorized Tree Removal***.

(1) No protected trees shall be removed from any location without prior approval by the Director. Any such person who has removed trees or caused trees to be removed shall be in violation of the ordinance.

(2) Any person who removes or causes trees to be removed shall be subject to penalties including, but not limited to:

i. Payment of double the Tree Removal Permit fee, including any other penalties as determined by the Master Fee Chart.~~.~~

ii. Engage and pay costs for an arborist or landscape architect ~~(of the City's choosing)~~ to determine the value of the trees removed in violation of the Zoning Ordinance. ~~and pay double the amount determined to the City into the Tree Fund.~~

iii. All associated permits shall be withheld until tree mitigation has been resolved.

(h) ***Exceptions***. A tree removal permit and tree mitigation shall not be required under any of the following circumstances:

(1) Residential property. An individually platted parcel zoned for residential uses ~~and used as a homestead~~ shall be exempt from the tree protection and replacement requirements of this Article as long as the minimum number of trees required by the Zoning Ordinance is maintained~~, until such time as the property is no longer used as a single-family residence.~~.

(2) Damaged/diseased trees. The tree is dead, diseased, damaged beyond the point of recovery, in danger of falling, or endangers the public health, welfare or safety, as determined by the Director. This provision includes removal of a diseased tree by the City to reduce the chance of spreading the disease to adjacent healthy trees. This exception does not apply to newly planted trees that have died that are part of landscape plan, nor native trees that have short shelf lives.

(3) Public infrastructure. Rights-of-way as shown on the Master Thoroughfare Plan, capital improvement projects, bridges, utilities as shown on the Master Utility Plan, trails as shown on the Master Trail Plan, ~~and~~ or other activity conducted by or for a governmental entity.

(4) Utility service interruption. The tree has disrupted a public utility service due to a tornado, storm, flood, or other weather condition. Removal shall be limited to the portion of the tree reasonably necessary to reestablish and maintain reliable utility service.

(5) Existing Trees. Staff can require the applicant to remove any Type 2 or Type 3 tree(s) that may interfere with site design, whose longevity is in question, or is otherwise problematic.

~~(5)~~(6) Business interests. The following business ventures shall be exempt from the requirements specified herein

as follows:

i. *Landscape nursery:* All licensed plant or tree nurseries shall be exempt from the tree protection and replacement requirements and from the tree removal permit requirements.

ii. *Golf course:* Golf courses shall be exempt from the tree protection and replacement requirements and from the tree removal permit requirements for removal of protected trees within areas designated as tee boxes, fairways or greens. All other areas shall be subject to these requirements.

iii. *Property zoned Agricultural:* Property zoned Agricultural and being actively used for agricultural purposes shall be exempt from the requirements specified herein.

14.04.211~~2~~ – 14.06.300..... **Reserved.**

DRAFT

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Kari White
Date:	March 7, 2024
Re:	Updates to the Neighborhood Vision Book

Action Requested:
Discussion regarding updates to the Neighborhood Vision Book. (McAfee)

Background Information:
The Neighborhood Vision Book (NVB) provides detailed guidance on neighborhood design, open space, and screening/buffering for residential developments. Since the NVB's implementation in 2020, Staff has noted correction items in anticipation of a future update. The contract to draft the new Multi-Family & Commercial Vision Book, adopted in November 2023, included an opportunity to make minor revisions to the existing NVB.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Proposed Redline
3. Draft Vision Book

Financial Consideration:
N/A

Staff Recommendation:
N/A

NEIGHBORHOOD VISION BOOK REVISIONS

City Council Worksession
March 7, 2024

TIMELINE

- ~~February – Planning & Zoning Commission (Worksession)~~
- March – City Council (Worksession)
- March – Planning & Zoning Commission (Action)
- April – City Council (Action)

BACKGROUND

- It is best practice to periodically review and revise regulations
- The Comprehensive Plan directed Staff to proactively monitor development standards for improvements
- The contract to draft the new Multi-Family & Commercial Vision Book, adopted in November 2023, included an opportunity to make minor revisions to the existing Neighborhood Vision Book (NVB), which was adopted in November 2020

PURPOSE

- The NVB provides detailed guidance on neighborhood design, open space, and screening/buffering for residential developments
- Since the NVB's implementation in 2020, Staff has noted (and maintained a list of) correction items in anticipation of a future update
- Revisions will:
  - Remove redundant or conflicting language
  - Reflect updates to other City codes and regulations
  - Clarify internal policies
  - Clean-up typos, grammar, and formatting
  - Improve the overall quality of guidance to developers

NEXT STEPS

- ~~February – Planning & Zoning Commission (Worksession)~~
- ~~March – City Council (Worksession)~~
- March – Planning & Zoning Commission (Action)
- April – City Council (Action)

ATTACHMENT "A"
NEIGHBORHOOD VISION BOOK

CELINA
TEXAS
EST. 1876

Life Connected.

NEIGHBORHOOD VISION BOOK

November 10, 2020

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TABLE OF CONTENTS:

1 Introduction

8 Design of the Neighborhood (layout, location, connectivity, grid)

14 Lot Design (setbacks, encroachments, side and rear yards)

18 Open Space (typology, location, size, requirements)

36 Perimeter Screening and Buffering (location, setbacks, material)

38 Gifts to the Street (types, setbacks, locations)

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PURPOSE AND INTENT

The purpose of these Design Guidelines is to set forth a consistent standard of quality throughout the City of Celina community. In addition, these Design Guidelines are intended to guide the physical development of residential projects and help enforce that the design remains true to the developed vision and character of the City of Celina.

ORGANIZATION OF DESIGN GUIDELINES

These Design Guidelines are intended to address the built and public realm and include sections related to:

- General development layout, access and visibility
- Open space Requirements
- General lot conditions
- Residential screening and fencing

+ Addendum

RELATIONSHIP TO OTHER DOCUMENTS

The Design Guidelines are one of several documents providing design guidance and restrictions for Celina and will be the primary document for use by the master developer or developer/builder in undertaking any improvement, alteration, or remodel. Other documents relating to the physical development of Celina include but are not limited to:

- City of Celina Zoning Ordinance
- City of Celina Engineering ~~Standards~~ Design Standards
- City of Celina Subdivison Ordinance
- City of Celina ~~Celina~~ Downtown Master Plan & Code
- City of Celina ~~Celina~~ Trails Master Plan
- City of Celina ~~Celina~~ Parks Master Plan
- City of Celina ~~Celina~~ Comprehensive Plan
- International Model Construction Codes and Local Amendments

+ Street Best Practices
+ Multi-Family & Commercial Vision Book

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INTERPRETATION

Flexibility in interpretation and innovation is encouraged to create distinct individual Subdivision identities within the common vision for the City of Celina. All deviations from this Vision Book are subject to the approval of the Department of Development Services. Approved waivers/deviations do not set precedent except where provided herein for future Applications.

For purposes of interpretation of these Guidelines, the following provisions apply:

Except as specifically defined herein all words and terms used in this Vision Book shall have their customary dictionary definitions.

- The use of “may” or “should” means permissive, recommended or advised but not mandatory; the use of “shall”, “shall not”, “must,” “will,” “prohibited” or “not allowed” means compliance is mandatory and not voluntary or permissive.
- Where terms or phrases are subject to more than one reasonable interpretation, the more stringent interpretation shall apply.
- Where two or more provisions conflict between what is described in this document, the more specific controls the more general and the more stringent controls the less stringent.
- It is the obligation of the Applicant to request updated copies of the Design Guidelines.

+ Addendum

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The 8 Characteristics of a Great Neighborhood

1. COMPACT, SAFE, AND WALKABLE
   The layout of the community and the design of streets, pathways, trails and open space all contribute to a safe and walkable community. Parks and/or open space shall be located within walking distance of the surrounding homes and at regular walkable intervals within the community.

2. ELEMENTS OF SURPRISE, VARIETY, AND VARIABILITY
   Curved streets, an unexpected view, access to natural corridors, diversity in housing density, form and setbacks create elements of surprise within the community. These spaces provide spaces for impromptu events or neighborhood gatherings.

3. NETWORK OF CONNECTED STREETS AND PEDESTRIAN PATHS
   Streets shall connect to adjacent developments as well as provide a legible pattern for the residents, thus providing connection to the wider city and an easy sense of direction and safety. Open space shall be connected through sidewalks, trails and natural corridors. This provides connectivity to city services such as parks, schools and adjacent developments that contain commercial uses or differing densities.

4. RECOGNIZABLE IDENTITY AND BOUNDARIES
   It is important that projects within a district incorporate elements of that district's identity and vision. It is encouraged that new projects integrate with the surrounding district while maintaining Celina's unique identity. Respecting district boundaries and developing / enhancing these boundaries encourages connectivity to Celina's various districts (including downtown), as well as the City's parks, open space and trail networks.

5. HUMAN SCALE
   A crucial aspect of designing spaces in which people want to live and socialize is the scale. Setbacks from streets, density, sizes of walkways, heights of buildings and tree canopy are important in developing a sense of scale that is appropriate to the density of the district and the resident.

6. ENCOURAGE CHANCE MEETINGS AND PERSONAL PRIVACY
   Part of the excitement of places is the opportunity to run into a neighbor while walking or taking your children to a park. Chance encounters like these increase when there are multiple small places to meet and where the natural private boundaries of the home are respected. The front yard and public sidewalk provide a transition space and should be treated as elements of the entire system to connect from the private/semi-private zone to the public zone.

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7. CONNECTION TO NATURE
   Providing opportunities to connect to the natural environment is essential in a successful development. Whether it is adjacency to a natural corridor or the implementation of small parks in a neighborhood, these places are integral to creating healthy environments for all ages.

8. DENSITY DEVELOPMENT
   Understanding the impact of density on scale, open space, nature, streets, and walkability is crucial to developing a unified sense of place. Density can be good. When done correctly it provides roof tops, tax base, connectivity, access to nature, quality open spaces, and walkability. An increase in the density permitted (Density Bonus) shall be considered on a case by case basis and at the discretion of the City based on the Future Land Use Plan and Comprehensive Plan. Considerations for “Density Bonuses” should include an increase to the percent of open space and useable open space provided above the required open space percentages. The designs of the open space typologies should incorporate additional features that exceed the mandatory and suggested elements within the open space typologies.

This document focuses on 5 major elements of development that contribute to making a great neighborhood. The icons above are utilized to show which characteristics are impacted the most by the implementation of each element. The 5 elements make up the Table of Contents for this document and are as follows:

1. Design of the neighborhood (layout, location, connectivity, grid)
2. Lot Design (setbacks, encroachments, side and rear yards)
3. Open space (typology, location, size, requirements)
4. Gifts to the street (types, setbacks, locations)
5. Screening (setbacks, location)

DRAFT

GENERAL PROJECT LAYOUT

Developments shall take into consideration the project location and provide connections between adjacent residential or commercial developments and natural features.

1. Provide connections to neighboring residential streets.
2. Provide connections to city parks or schools by integrating neighborhood parks near to these elements to create a connected openspace network.
3. Establish right of ways for future city road planning.
4. Create pedestrian and vehicular connections to the wider Celina Community
   - Sidewalks and trails shall connect to existing sidewalks or trails as identified in the ~~Thoroughfare standards~~ Master Thoroughfare Plan or Trail MasterPlan to create walkable connections.
   - Where future trail or sidewalk conditions are planned and not yet built, the developer shall provide a stub out to these systems for future connections.
   - Pathways shall be provided to adjacent developments through natural corridors and/or other trails or sidewalk systems. These trails or sidewalks shall be stubbed out to the edge of the property for future connections.
   - Where possible; provide pedestrian connections from adjacent retail/commercial.
   - All ~~local~~ residential streets shall have a minimum 7.5' parkway and a 5' walk unless otherwise noted in the City Engineering Standards.

Legend:
- (A) Entrance boulevard
- (B) Connection to neighborhood
- (C) Natural trail network
- (D) Open space
- (E) School
- (F) Sports Field / recreation
- (G) Retail

Verrado Buckeye, AZ

Map data: Google, Maxar Technologies

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THE GRID

The size and layout of the property, topography and adjacent land uses help to influence the type of grid the development utilizes. Both curvilinear and linear grid types promote walkability and safety while preserving connection to natural corridors and view sheds. For the purposes of this document, block length is the length of the block face between two street intersections. Block break is a break within that length measurement where open green space may be located. Residential street length shall not exceed 1200 linear feet without a change in direction as defined in the Thoroughfare Guidelines. Street length is the total length of the street defined by street type in the Thoroughfare Guidelines.

1. Curvilinear grid
   - Streets shall curve to slow traffic, provide enclosed views and enhance the element of surprise in the development and shall relate to the topography or natural elements of the site.
   - This grid is the preferred layout method.
   - ~~Block length is limited to 600 LF without a break in the building layout or street grid.~~
   - ~~Breaks include block, pocket, or parklet style open space as well as trail corridor connections, alley crossings, or road intersections.~~

2. Linear Grid
   - A linear grid is to be utilized when creating an urban street typology, smaller patio homes, and town home style products; and to generate a higher density development.
   - ~~Block length is limited to 600 LF without a break in the building layout or street grid.~~
   - ~~Breaks include block, pocket, or parklet style open space as well as trail corridor connections, alley crossings, or road intersections.~~

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Curvilinear Grid

Linear Grid

CUL-DE-SACS

Cul-de-sacs are special components that shall be used in moderation to respond to topography, create open view corridors, or allow for access to parks and open space

- Cul-de-sac length shall not exceed engineering standards.
- Due to the lack of connectivity, the use of cul-de-sacs shall be limited.
- The terminus of cul-de-sacs shall create view corridors, provide access to trails, or other features.
- U-shape street design shall be used instead of cul-de-sacs when adjacent to arterials and collectors.

+ BFRs are required along cul-de-sacs and connecting to any trails

Overlooking Open Space

Map data: Google, Maxar Technologies

Responding to Topography

Map data: Google, Maxar Technologies

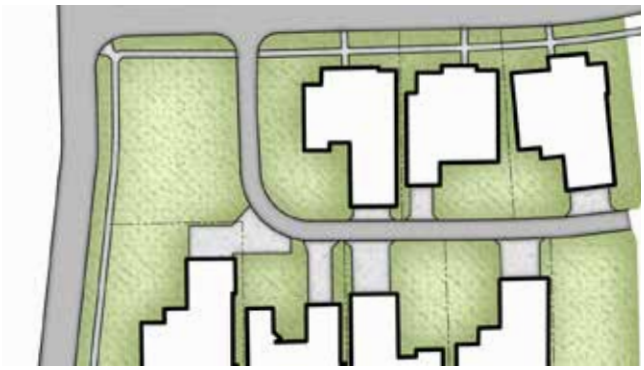
U-shaped Street

Map data: Google, Maxar Technologies

ALLEYS

- Any lot width less than 60' shall have a rear entry garage.
- Alley widths shall meet the City minimum standards
- There are 3 options for setbacks in the Alley:
  1. Fence setbacks shall be a minimum of 3' from back of pavement.
  2. Fence setbacks may be a minimum of 7' from the back of pavement to allow for planting and utilities within the alley.
  3. Garage setbacks for single family detached houses shall be a minimum of 20' from the back of pavement to allow for parking within the drive accessing the alley.
  4. Garage setbacks for duplexes and townhomes shall be a minimum of 7' from the back of pavement.
- Dead end alleys are permitted and will not exceed 100' in length. but cannot serve more than one house

Alley Street View Map data: Google, Maxar Technologies



Alley Plan

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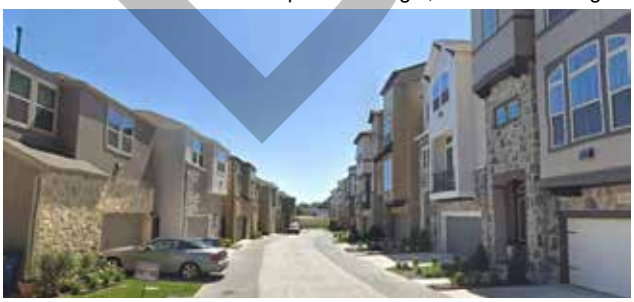
MEWS STREETS

- The mews street pavement shall be a minimum of 24' in width within a 30' right-of-way to allow for fire and other emergency vehicles to access the homes from the alley.
- The mews street shall be striped as a fire lane or indicated as a firelane with enhanced paving on the sides. No parking is permitted within the fire lane.
- The maximum mews street length is 600'. Ensure this matches Subdivision Ord
- Dead-ended mews streets and alleys longer than 100' in length are permitted with fire truck turn around provided.
- Garages shall be set back either a maximum of 20' to allow tandem parking or 3' where no ~~parking, tandem, or parallel~~ parking is allowed.
- No side yard shall be paved.
- There shall be a street name associated with the addressing mews. Wayfinding signs that include address numbers shall be provided at the end of the mews to direct emergency access vehicles to the houses facing the mews.
- Mews streets shall be designed to break up the visual width of the street with planting and enhanced paving.
- Fence setbacks shall be a minimum of 7' from back of pavement.

MEWS COMMON SPACE

- When adjacent to a street, the common area of the mews shall be a minimum of 40' in width measured from back of curb to property line of the houses facing the common space. When located between houses, the mews common space shall be measured from property line to property line of houses facing the common space.
- Sidewalks within the common space shall be a minimum of 6' in width if located at or near the center of the mews or a minimum of 5' if two sidewalks are provided on each side of the common space.
- Sidewalks shall provide connection to the entrance of the house facing the mews open space.
- Where the Mews Common Space follows the design criteria of a linear openspace, neighborhood park, or parklet park, the common space may be counted toward the useable open space calculation when designated as an HOA x lot.

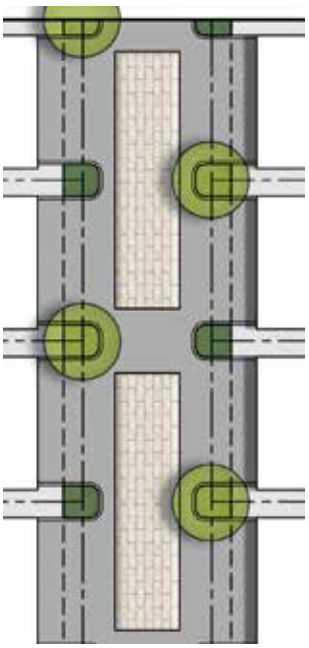
Map data: Google, Maxar Technologies



Mews Street Striping

Map data: Google, Maxar Technologies

Fence set backs



Mews Street Plan

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TYPICAL RESIDENTIAL STREET

Residential streets help to set the vision for the development and enhance pedestrian connection within and between developments. Well designed residential streets create a comfortable sense of scale through the use of street trees and pavement width, provide essential connections to nature and parks and provide safe routes to schools and parks. Residential streets shall include the following:

- 50’ Right of way
- 29’ pavement from back of curb to back of curb
- 6.5’ parkway
- 5’ sidewalk with a 1’ easement extending into the front yard of the private lot
- Street trees within the parkway shall be planted 3’ from the edge of sidewalk
- One large tree is required per lot and shall be planted within the parkway
- If a lot is 70’ wide or wider then 2 street trees shall be required per lot and shall be planted within the parkway
- One large tree shall be provided per 30 linear feet of road along the side yard on corner lots and shall be planted within the parkway of the side street

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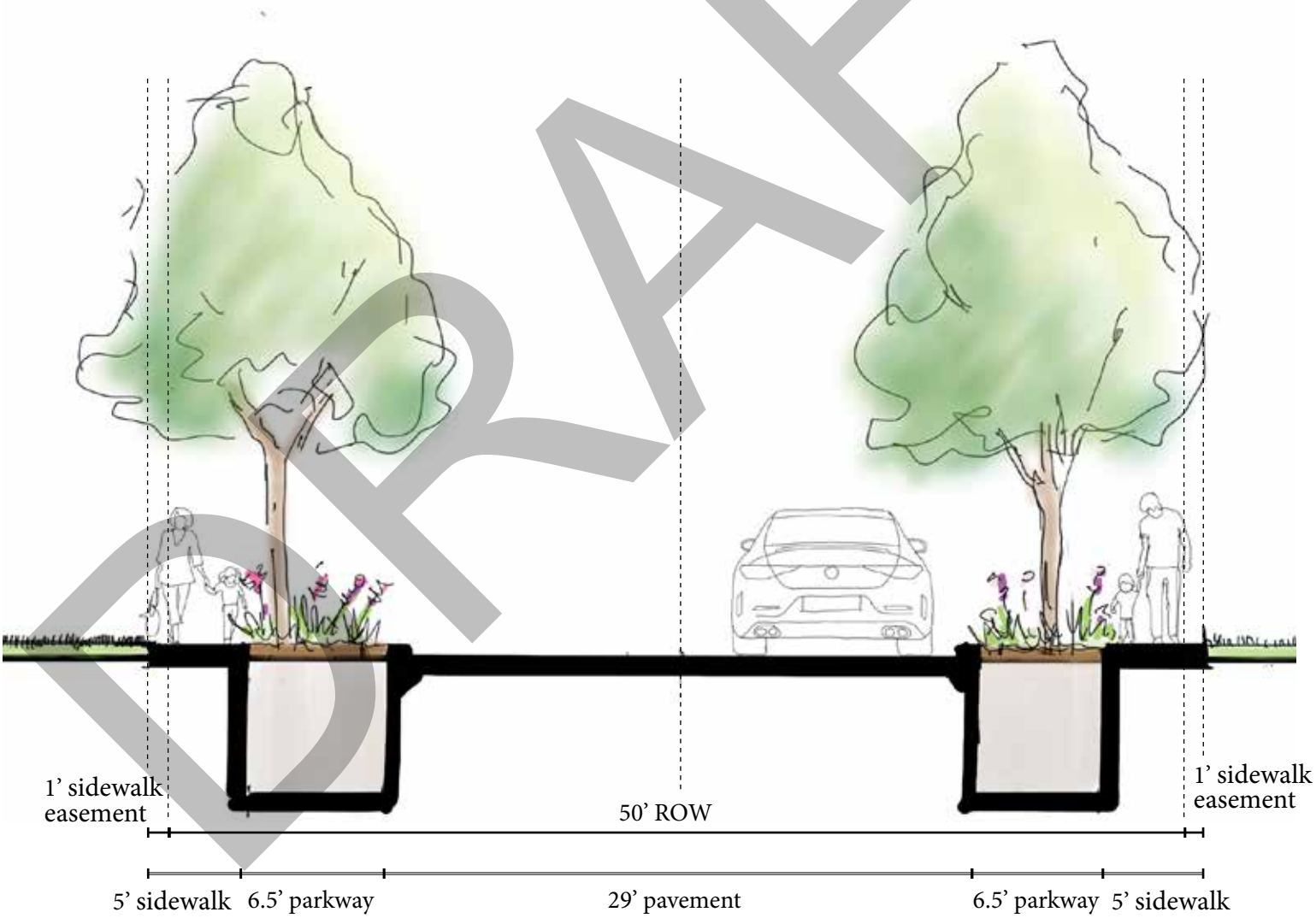
PLANTING TREES ON THE LOT

Trees are essential to creating a comfortable sense of place and provide shade and scale to the residential development. In addition to the street tree requirements, the following applies:

- 1 small ornamental tree is required in the front yard of every lot
- 1 large tree is required in the back yard of every lot

Replace w/ new table distinguishing between urban, suburban, and estate lots



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ENTRY CONDITIONS

These spaces help define the vision for the project and set the visual connection to the City of Celina. Primary entrances shall be enhanced and scaled appropriately to provide a sense of arrival. These elements include:

1. Roundabouts at entries
   - Ⓐ Mini roundabouts are encouraged to calm traffic and may be utilized at project entries or other areas of interest in the project.
   - Ⓑ The center of a roundabout shall have enhanced planting and may have a decorative vertical element, such as art or signage, and include Celina branding, located internal to the circle. Decorative walls or other vertical structures may be included in the circle but shall not obscure visibility at the intersection.
2. Divided boulevard entries
   - Ⓒ In order to reduce traffic congestion at entries and provide a nice environment for the development, divided entries with a planted 12' wide minimum median are encouraged.
   - Ⓓ Where divided boulevard entries are not provided or are less than 12' wide, an additional 10' landscape buffer on each side of the entry shall be provided and planted with trees and enhanced planting material.
3. Adjacency of housing
   - Ⓔ No houses shall immediately face the entry street within 150 LF of the intersection with the exterior road.
4. Useable Open Space
   - Ⓕ For houses adjacent to this entry, a 20' minimum landscape buffer shall be provided in the sideyard outside of the fenced area of the lot and shall count toward the useable open space calculation when the following requirements are met:
     - Minimum of 20' wide and minimum 300 SF in size. In order to be counted toward openspace calculations, this space shall be a minimum 20' wide and located outside of the R.O.W., and be designated as an HOA x lot.
     - Provide a pathway connection to the development as well as a current or future connection to a city sidewalk located on the intersecting street.
     - a 5' concrete pedestrian walk is provided with shade trees located at a rate of every one ~~30' to~~ 40' on center and enhanced landscape is provided at the entries. Trees placement may be designed in straight lines along the walk or may be clustered to reflect a more natural planting design.

Ensure these measurements match the Subdivision Ordinance

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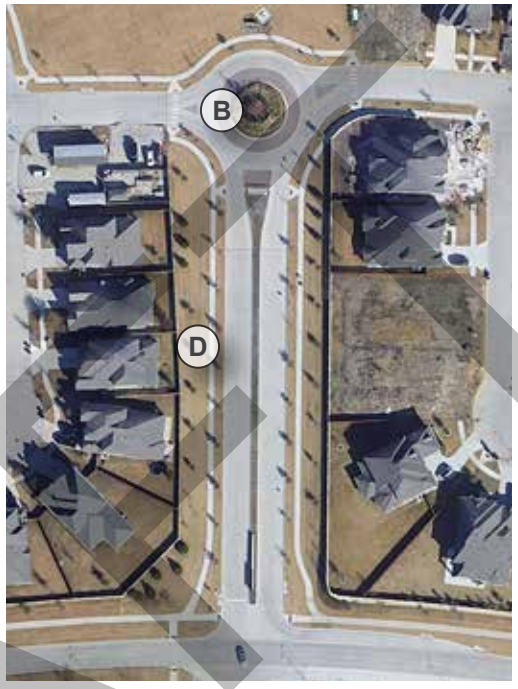
Divided boulevard

Map data: Google, Maxar Technologies

Mini round-a-bout



Map data: Google, Maxar Technologies

5. Project Signage
   - Project signage shall compliment the project theme while respecting the City of Celina's vision and incorporate Celina branding.
   - The signage should be similar in material and color to the project's screen walls.
   - Text area shall not exceed 45 SF in area and shall not be taller than 2' in height.
   - The sign may be a part of the development's entry structure, screen wall, or be free standing.
   - The maximum height of a free standing entry sign is 16' as measured from the adjacent side walk. Where grade changes occur, including natural grades and berms, the height of the sign with berms or natural grading may be increased to 20'.
   - Architectural elements such as towers, windmills etc. may be taller than the free standing sign ~~and shall be a maximum height of 40'.~~
   - Signs shall not be located within the right of way and shall not obstruct the view triangle at the intersection.

BAD - difference in material

GOOD - consistency in material

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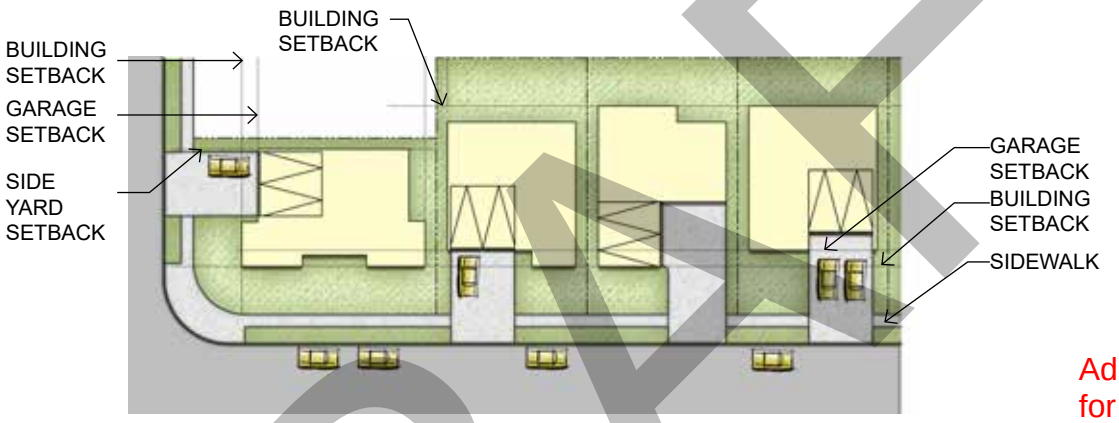
LOT DESIGN

The placement of a house on a lot impacts the safety, function and feeling of the street. In order to encourage friendly environments, the following shall be considered when developing lots.

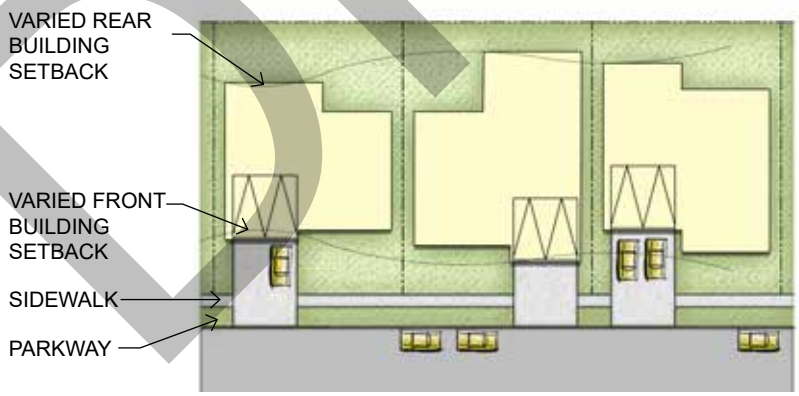
1. Minimum front yard set backs for single family homes shall follow~~ing~~ the zoning code unless otherwise stated.
   - ~~Patio homes and/or zero lot line products shall have a minimum front yard setback of 10' and 7' for town homes~~.
2. Encroachments such as stoops, awnings or balconies above are encouraged (reference Gifts to the Street section of this document for additional information).



Corner Lot & Varied Setback

Add key lot exhibit for building inspectors

3. Variable setbacks are permitted and encouraged so long as the minimum setbacks are respected and the maximum setback does not exceed more than 1.5 times the minimum set back allowed.



Varied Setback

*Setbacks are measured from lot lines. General setbacks shall comply with zoning ordinance unless otherwise stated above.

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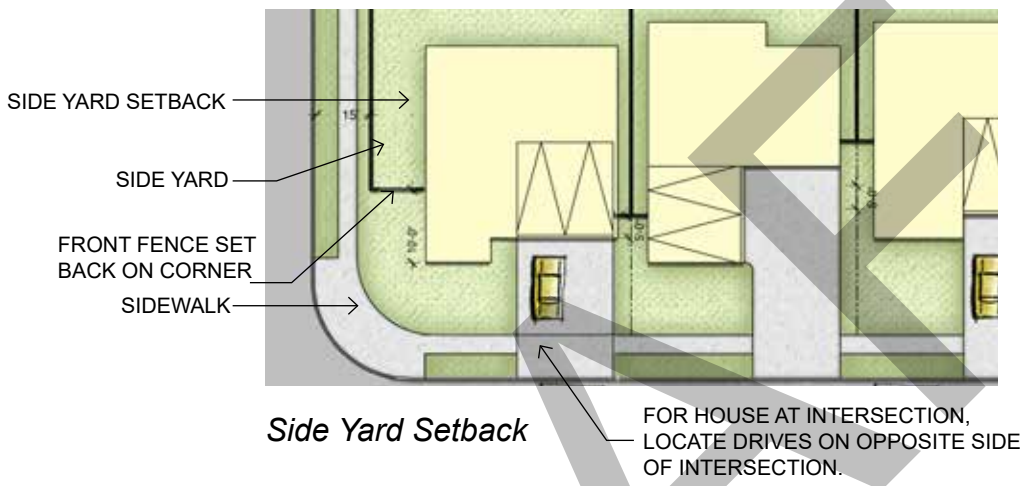
4. Side yard set back / design adjacent to streets
    - A 15’ side yard set back measured from the back of curb shall be provided on corner lots adjacent to streets.
5. Driveways for corner lots shall be located on the opposite side of the house from the adjacent intersection. Suburban lots shall provide only 1 drive cut.



Side Yard Setback

FENCING

Fencing is intended to provide privacy for residents and to screen unsightly elements.

In general, a development is encouraged to utilized open fencing as much as possible. Open fencing may be fully open to view or it may be architecturally accented with a low cheek wall not to exceed 36” in height. The material of open fencing shall be wrought iron in appearance. Chain link fencing material is not permitted.

Fencing Setbacks

- Fencing that faces the primary street shall be set back from the front facade a minimum of 5’.
- On corner lots, the front fence setback shall be increased to 10’.
- On corner lots, side yard fences shall be set back 15’ minimum from the curb on the side street.
- Wood fencing shall be board-on-board, installed with the finish side facing the public street. Posts and hardware shall be on the internal side of the fence ~~and not viewed from the public R.O.W.~~

Open fencing

- A minimum 5’ tall open fence is required in the side or rear of a lot that is adjacent to an open space, park, utility or natural corridor.

Reference fencing in the City of Celina Zoning ordinance for additional requirements.

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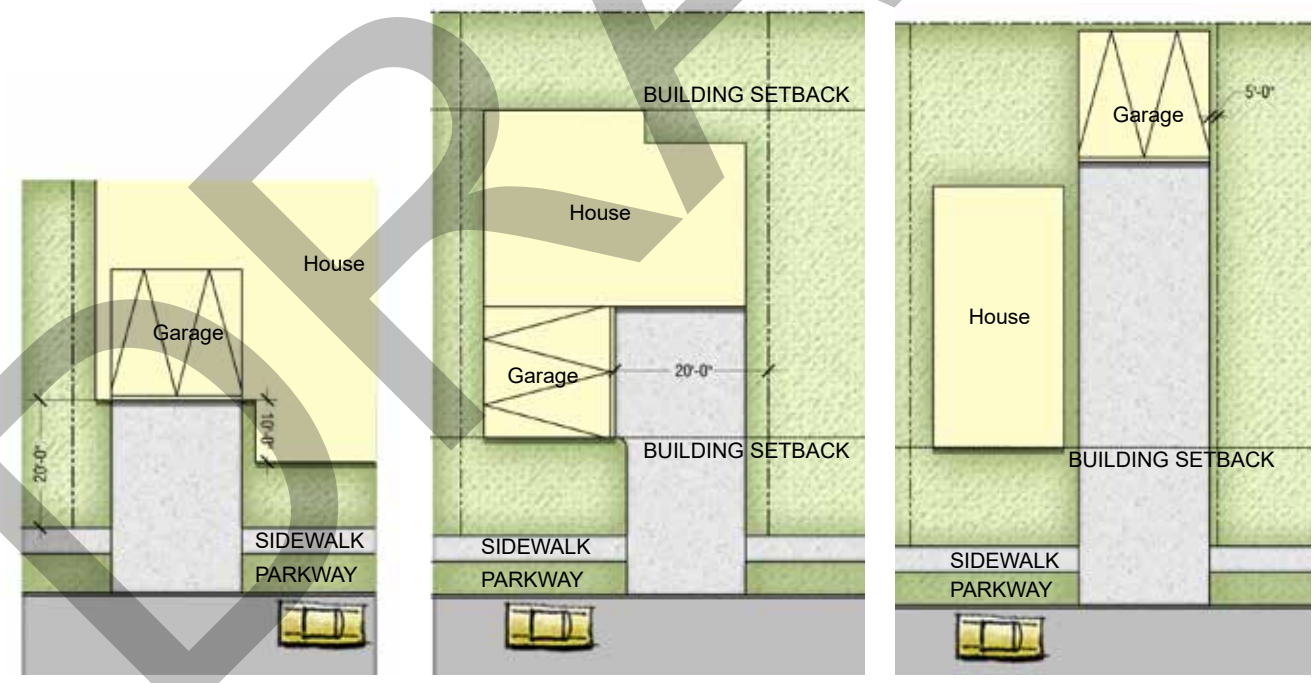
6. Garage setbacks
   - For front loaded garages a minimum setback of 20' shall be maintained between the garage door and a public right-of-way.
   - Front loaded garages shall not comprise more than 50% of the front building elevation.
   - Front loaded garages may extend up to a maximum of 8' beyond the front facade according to the general garage placement requirements of the zoning ordinance.
   - ~~All garage doors shall be set back an additional 4" from the facade of the building~~.
   - J-swing garages shall have a minimum of 20' from the door face of the garage to the side property line for maneuvering and tandem parking. The side of the garage adjacent to the street may align with the building set back.
   - Detached, front loaded garages placed at the back of the lot with drive access from the primary addressing street are encouraged.
   - Detached garages at the back of lot shall have a minimum side yard setback of 5'. Driveways that access a garage at the back of the lot shall have a maximum pavement width of 12'. Additional paved area for parking 2 cars in front of the garage is permitted. Paved wheel strips with planting or gravel between and pervious pavers are encouraged to reduce impervious surfaces in the development.

   + Mention no snout garages & that width of driveway shall match width of garage door



Garage Door Diagram *"J" Drive Diagram* *Garage in Back Diagram*

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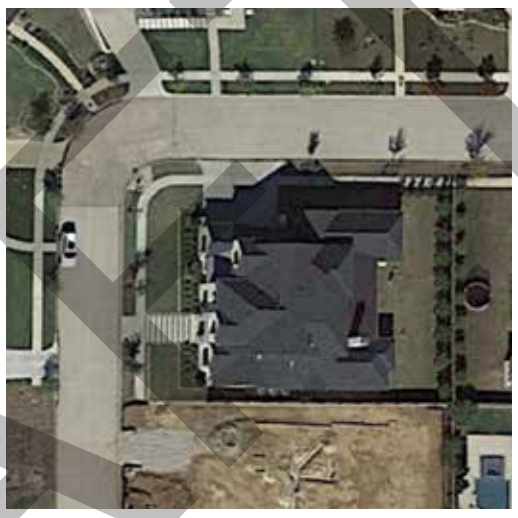
- Garages loaded from a side street may align with building set back on side street as long as a minimum setback of 20' is maintained between the garage door and public R.O.W. or a J-Swing garage entry is utilized.
- For Rear loaded garage set backs refer to the Alleys sectiion of this document.

Side loaded J-Swing

Map data: Google, Maxar Technologies

Side Loaded 20'



Map data: Google, Maxar Technologies

7. Varying lot sizes are encouraged and where applicable lot widths should vary along street frontage.

8. All lots that are located directly across a street from a park/open space shall face or side onto the park/open space, where feasible.

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open space

PURPOSE

To create usable and practical open space for the neighborhoods and communities of Celina.

Category 1: These requirements do not apply to developments in which the majority of lots are 1 acre or more in size.

~~Category 2: Developments in which over 85% of the lots range from 1/4 acre in size to 1 acre in size are subject to a 10% openspace requirement, 100% of which is required to be useable openspace.~~

Conflicts w/ Zoning Ord

Category 3:
All other residential developments are subject to 20% open space with a minimum of 50% of that open space being “usable open space”. Areas of “non-usable open space” may be allowed to be counted as a portion of the “usable open space” if the area is sufficiently amenitized, per Director approval. ~~Increases to the provided useable open space allocation may earn a “Density Bonus” per the approval of the Planning and Zoning Commission.~~

The type, size, and location of open spaces within the community are just as important as the amount of cumulative open space. Quality open space should provide the opportunity for neighbors to interact in small block size groups to neighborhood gatherings. Each space should have a unique quality and be located within reasonable walking distance of the designated capture group it serves as well as connected to the community’s system of pathways. Openspace shall be measured from the back of right of way and designated as an HOA x lot. Open Space dedication requirements are described in the Celina Subdivision Ordinance.

Legend:
- (A) Linear Designed Park
- (B) Parklet Park
- (C) Block Park
- (D) Neighborhood Park
- (E) Park Connections

Celebration

Map data: Google, Maxar Technologies

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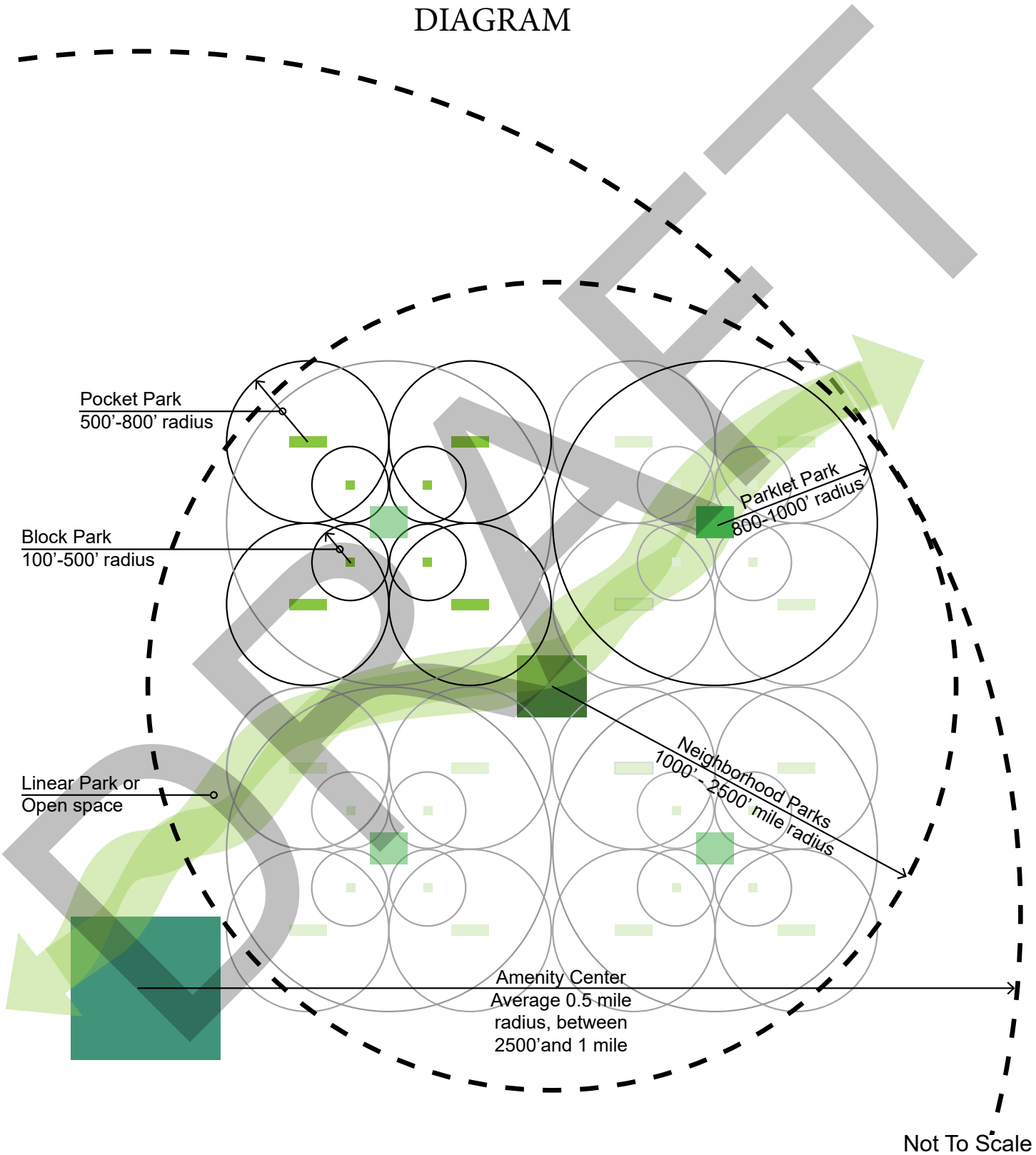
OPENSPACE TYPOLOGY DIAGRAM



* Circulation and capture zones shall not cross major thoroughfares.

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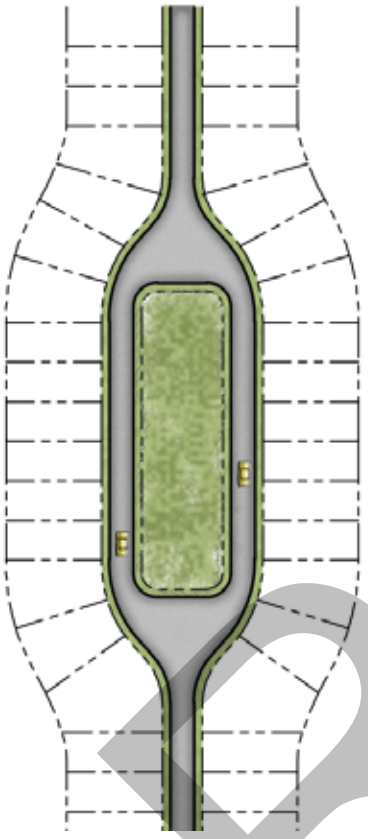
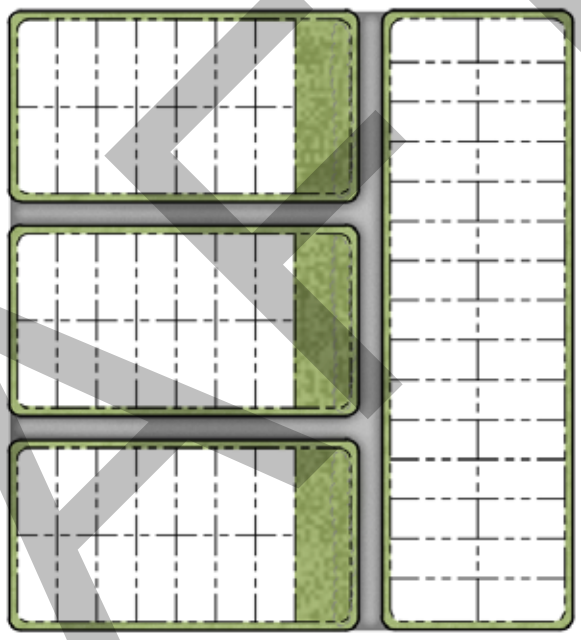
Detached “left-over” areas of space that do not fall into one of the following categories and/or do not provide connection from one point to another shall not be considered in the open space calculation. Minimum size of open space is defined by the open space type.



Example A - move open space to center of development



Example B - cluster open space on ends of blocks to create greener streets and areas for block, pocket, or parklet open space

North Las Vegas

Map data: Google, Maxar Technologies

BAD - isolated from development

Celebration, FL

Map data: Google, Maxar Technologies

GOOD - integrated into development

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OPEN SPACE TYPES

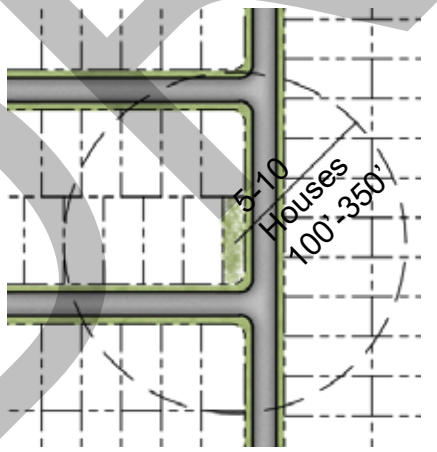
BLOCK PARK - END CAP

Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

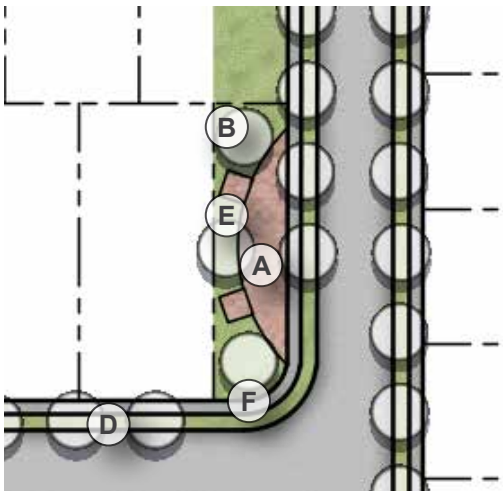
Size: 350 SF minimum
Capture Radius: Central to and walkable for the surrounding 5-10 houses.
# of Users: 5 - 10
Minimum Size Requirements: 15' width at entry point, area shall be contiguous and calculation may include area that is less than 15' wide but contiguous with the block park space.
Mandatory Elements:
- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, ~~asphalt or pavers, shall be accessible, shall connect to adjacent walks,~~ and ~~shall be~~ a minimum of 5' wide.

Additional Elements: Select 2
- Community garden plots.
- Community mail boxes - mail box locations shall be shown on the submitted lighting location plan.

Community garden plots
50% enhanced landscaping
String lighting
Fire pits
Picnic tables
Comparable element to be approved by the Director



Example A



Example A Enlargement

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BLOCK PARK - MID BLOCK

- Where street length exceeds 600', a mid-block park may be created to serve as a block park.
- Mid-block park depth shall align with the building set back line.
- For lots adjacent to mid-block parks, lot width shall be increased to accommodate for park adjacency.
- Mid-block park shall include area for community mail boxes
- Shade - may be trees or built structure.

Mandatory Elements:

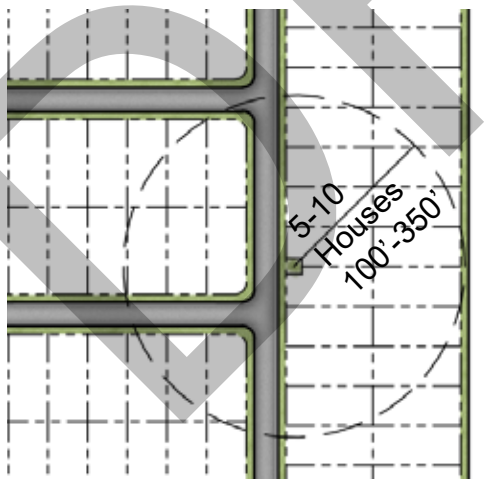
- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.

Additional Elements: Select 2

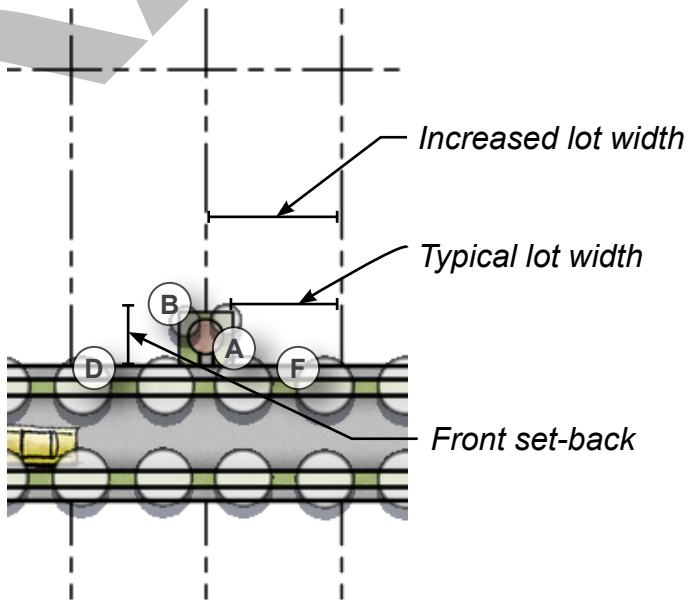
- Community garden plots.
- Community mail boxes - mail box locations shall be shown on the submitted lighting location plan.

Match previous page

Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk



Example B



Example B Enlargement

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OPEN SPACE TYPES

POCKET PARK

Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

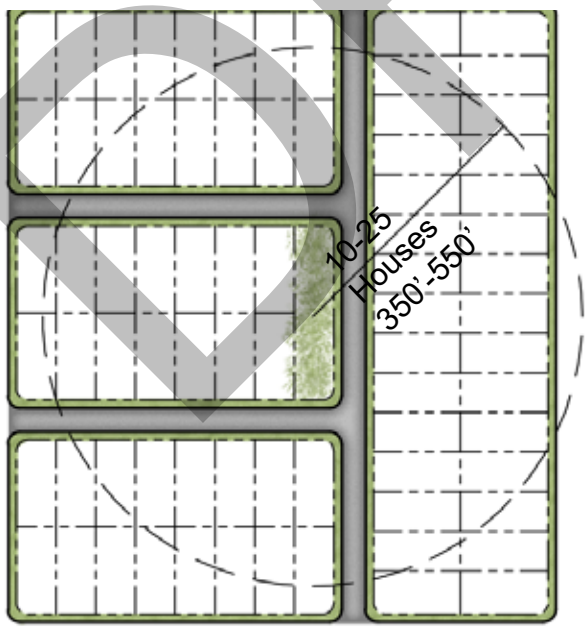
Size: 0.1 - 0.25 Acres
Capture Radius: Walkable for the surrounding 25 houses. May be a lot leave out or trail head to a larger system. May be a plaza for more dense urban products.
# of Users: 10 - 25
Minimum Size Requirements: 2,500 SF min., 20' width at entry point, area must be contiguous and calculation may include area that is less than 20' width but contiguous with the pocket park space. Mid-block pocket parks may be created on blocks greater than 600' in length.
Mandatory Elements:

- Seating - may be stationary or movable and should include a focal point such as a fire pit or planting group.
- Shade - may be trees or built structure.

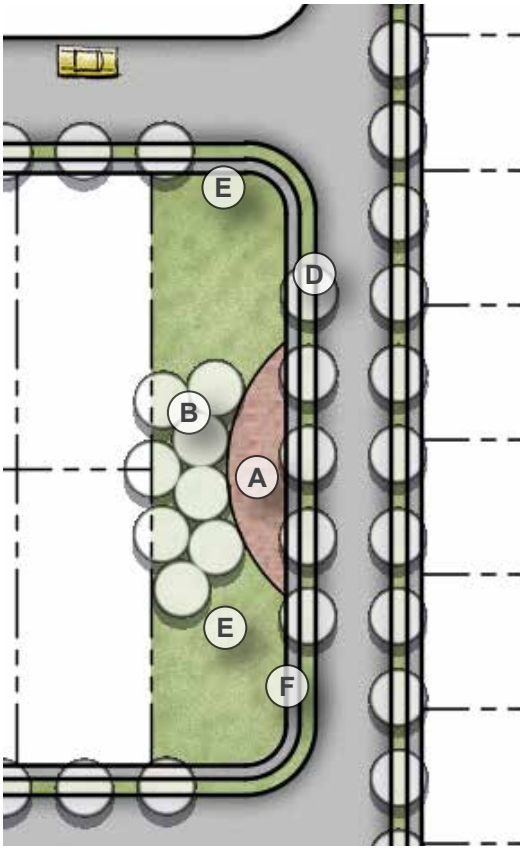
Additional Elements: Select 2

- Pathways - If provided, may be material other than concrete, asphalt and/or pavers, such as decomposed granite. Shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.
- Tot lot for young children.
- Community gardens.
- Community mailbox -- mail box locations shall be shown on the submitted lighting location plan.
- Outdoor quality games such as bocce ball, corn hole, chess, connect 4, etc.

+ Shrub row along sidewalk to protect parents and kids from roadway



Example A



Example A enlargement

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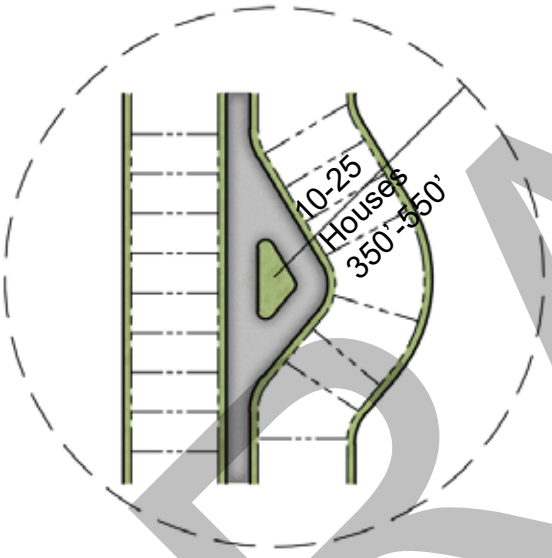
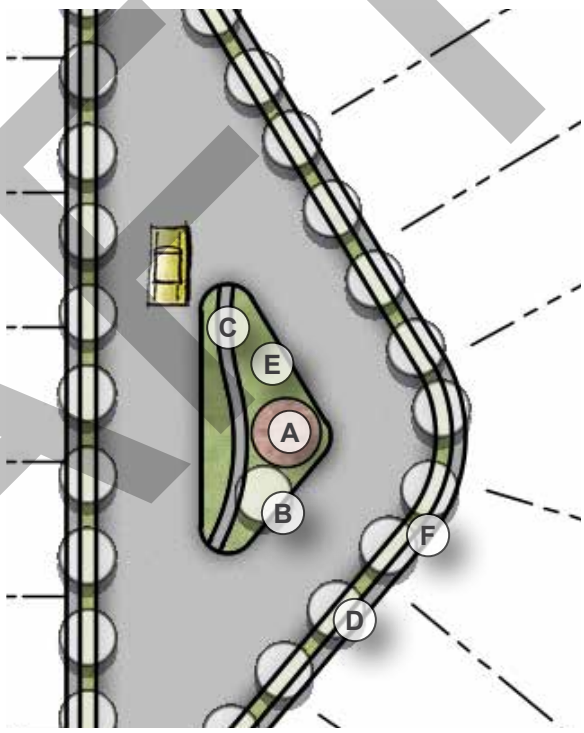
POCKET PARK

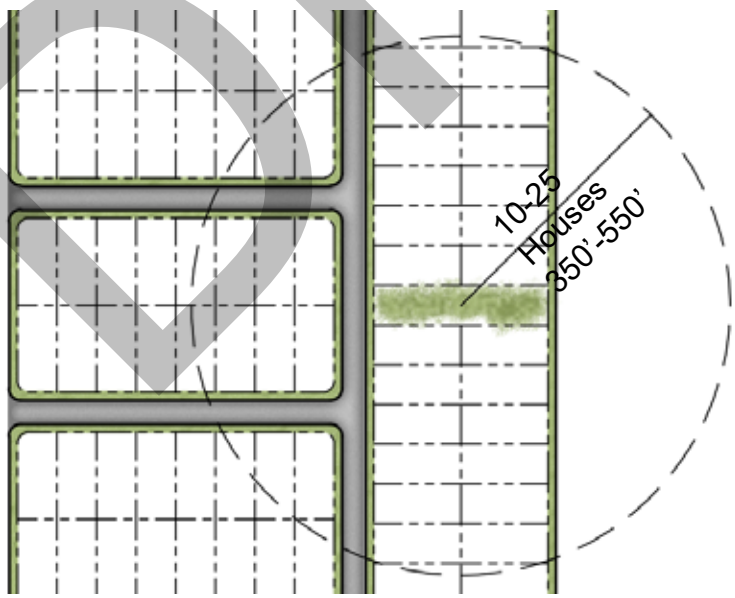
Legend:
- Ⓐ Seating Area
- Ⓑ Canopy Trees
- Ⓒ Pathway
- Ⓓ Parkway Trees
- Ⓔ Lawn
- Ⓕ Neighborhood Sidewalk



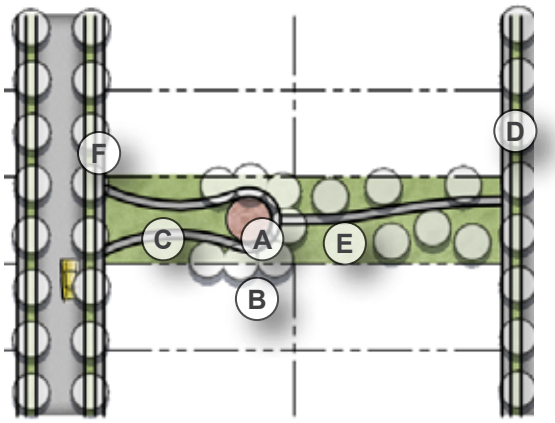
Example B



Example B enlargement



Example C



Example C enlargement

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OPEN SPACE TYPES

PARKLET PARK

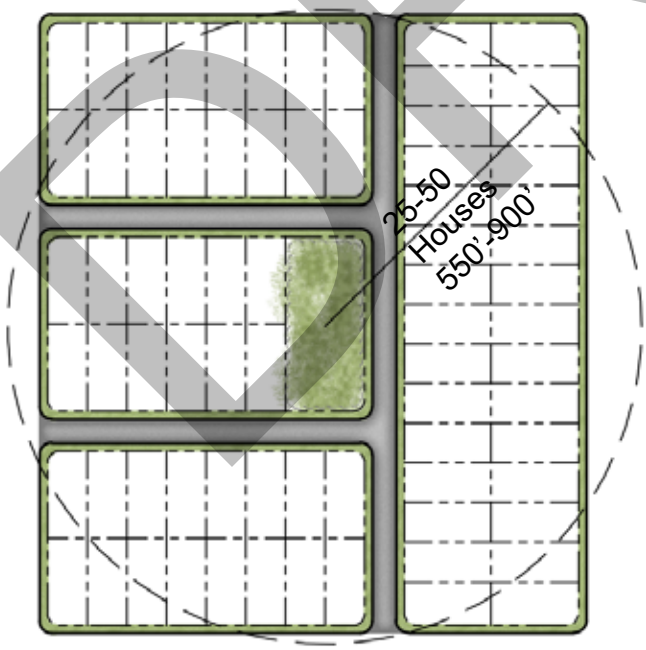
Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk
- (G) Play

Size: 0.25 - 1.0 Acres
Capture Radius: Walkable for less than a 5 minute walk
# of Users: 25 - 50
Minimum Size Requirements: 10,000 SF Min., 50' at entry point, area shall be contiguous, and calculation may include area that is less than 50' wide but contiguous with the parklet park space.
Mandatory Elements:

- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.
- Turf area for neighborhood events.

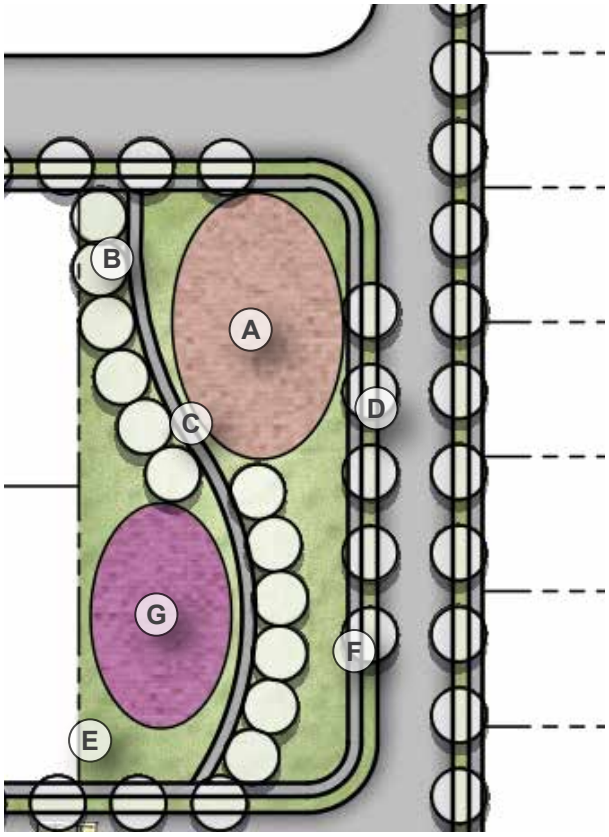
Additional Elements:

- At least 1 Play area or tot lot shall be provided for every 100 homes and shall be protected from adjacent streets by planting, low wall, or fencing not to exceed 36" in height.
- Community gardens.
- Community mailbox - mail box locations shall be shown on the submitted lighting location plan.
- Outdoor quality games such as bocce ball, corn hole, chess, connect 4, etc.



Example A

+ Fire pits & string lighting



Example A enlargement

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PARKLET PARK

Legend:
- Ⓐ Seating Area
- Ⓑ Canopy Trees
- Ⓒ Pathway
- Ⓓ Parkway Trees
- Ⓔ Lawn
- Ⓕ Neighborhood Sidewalk
- Ⓖ Play

Example B

Example B enlargement

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OPEN SPACE TYPES

NEIGHBORHOOD PARK

Legend:
- (A) Seating Area
- (B) Pathway
- (C) Canopy Trees
- (D) Lawn
- (E) Play
- (F) School
- (G) City Park
- (H) Parking
- (I) Trail gateway sign

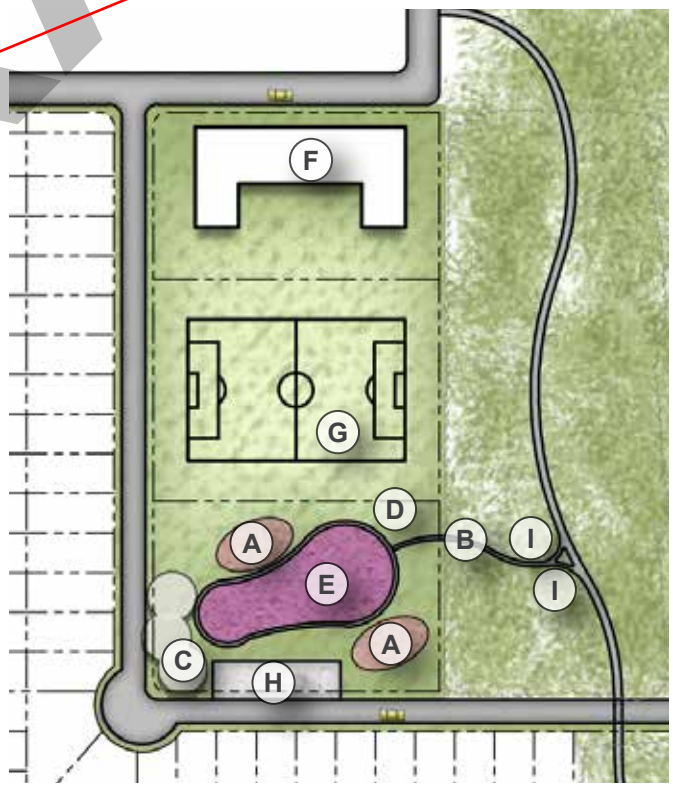
Size: 0.5 - 2.0 Acres
Capture Radius: Centrally located within a 1/4 mile to 1/2 mile distance. Provide multiple neighborhood parks for larger developments. Where applicable, neighborhood parks shall connect to city parks, schools, and/or natural corridors and these elements shall be designed to function well together and form the same space. Neighborhood Park may be surrounded by streets on all sides.
# of Users: 50 - 100
Minimum Size Requirements: 20,000 SF
Mandatory Elements:

- Parking - on-street parking is preferred in order to preserve open space land, off-street is permitted.
- City of Celina trail gateway signage shall be provided where neighborhood parks connect to hike and bike trails.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches and movable seating.
- Shade - required through trees and shade structures.
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play. The play ground equipment shall have a minimum of 30% shade coverage of the primary equipment measured at noon on June 21. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Play area - protected from adjacent streets by planting, low wall or fencing not to exceed 36" in height.
- Pathways - shall be provided throughout the park, shall connect park elements, shall connect to a neighborhood system of sidewalks or trails, shall be concrete, shall be accessible, and shall be a minimum of 5' wide.

Additional Elements:

- Picnic areas.
- Additional play areas or fields.
- Swimming pool or splash pad.
- Fountain.
- Gazebo.

One shade structure is required to provide full shade



Example A (Preferred)

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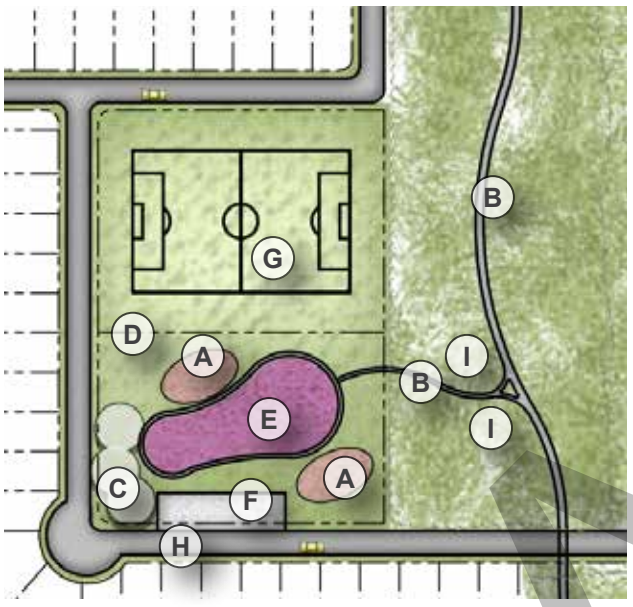
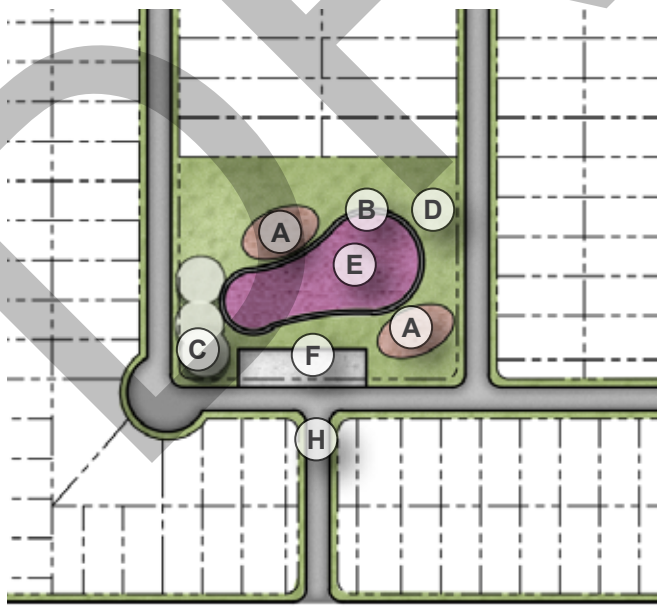
NEIGHBORHOOD PARK



Legend:
- (A) Seating Area
- (B) Pathway
- (C) Canopy Trees
- (D) Lawn
- (E) Play
- (F) Parking
- (G) City Park
- (H) Primary Street
- (I) Trail gateway sign

Example B (Adjacent to city park)



- Centrally located and embedded into the community
- Located at terminus of primary or entry streets where possible

Example C (Embedded in development)

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OPEN SPACE TYPES

AMENITY CENTER

Size: 0.25 Acres +

Capture Radius: Centrally located within a 1/2 mile radius. Where applicable, the amenity center shall be connected to city parks, schools and/or natural corridors through a neighborhood system of sidewalks or trails. An amenity center space shall be provided for developments with over 100 homes less than 1 acre in size. For larger communities, of 300 homes or more, a pool or splash pad and a commercial grade playground shall also be provided. An amenity center shall generally be included as part of the 1st Phase of development, unless otherwise adjusted by an associated development agreement or PD.

Multiple amenity centers also required if neighborhood is divided by a collector or arterial (so pedestrians don't have to cross busy roads)

# of Users: Varies per programming

Minimum Size Requirements: 20,000 SF

Mandatory Elements:

- Parking - number of spaces to be determined by amenity center program, on-street and off-street parking is permitted and both may count toward required number of spaces.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches and movable seating.
- Building may be open air or conditioned space.
- Shade - required through trees and/or shade structures.
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play. The playground equipment shall have a minimum of 30% shade coverage of the primary equipment measured at noon on June 21. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Play area - protected from adjacent streets by planting, low wall, or open fencing not to exceed 36” in height
- Pathways - shall be provided to connect a neighborhood system of sidewalks or trails. Shall be 5’ minimum, concrete, and must be accessible.

Additional Elements: Select 2

- Picnic areas.
- Additional play areas or fields.
- Swimming pool or splash pad.
- Fountain.
- Gazebo.
- Community Gardens.
- Outdoor quality games such as bocce ball, corn hole, chess, connect 4, etc.
- Hammocks.
- Art.
- Commercial Grade Fitness Equipment.

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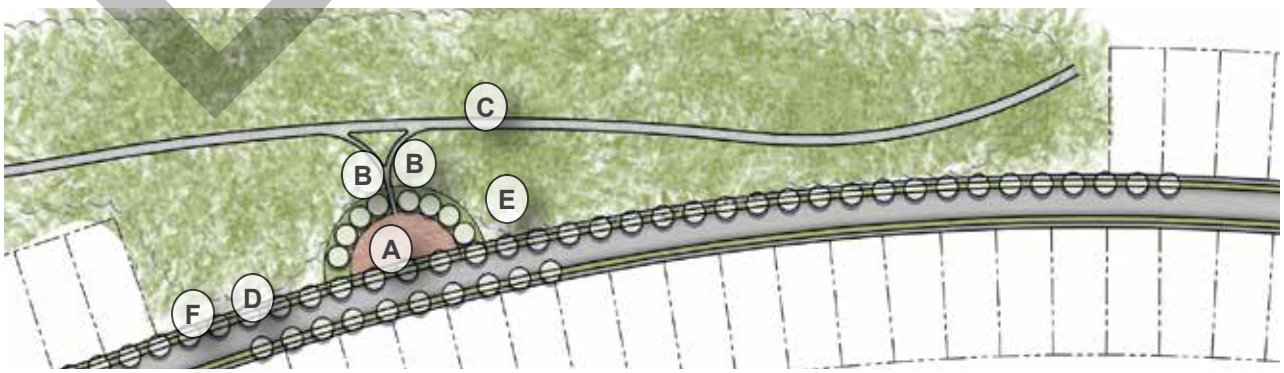
OPEN SPACE TYPES

LINEAR PARK

1. **Natural corridors:** Natural corridors that are not integrated into the development shall not be included in the usable open space calculations. In order to be included in the useable open space calculation the, following requirements shall apply:
   - Limit the number of houses that back to the corridor.
   - For lots or streets adjacent to floodplain and creeks, a minimum of 100' or 10% of street length, whichever is greater, shall be single loaded with houses facing the floodplain or creek.
   - A trail head connecting to a community or City of Celina trail system, overlook, pocket park, parklet or neighborhood park must be provided to encourage access to the corridor and increase value to homes facing the corridor. Trail head specification shall follow City of Celina sepcifications.
   - Floodplain and steep slope areas, such as erosion setbacks, may be counted for up to 50% of the total land designated in this type, provided the design meets the following criteria:
     - 10% of the floodplain and/or steep slope area must be physically usable and provide a minimum 10' accessible trail that connects to a City of Celina trail system if one is currently or future planned for the area.
     - The 10% area includes a 10' wide swath on either side of the 10' trail that is to be maintained for visibility and safety.
     - The 10% area includes preservation of natural zones that create view sheds and natural experiences within close proximity to the trail.
     - Additional improvements to the floodplain and steep slopes area are encouraged and may gain additional density credit per the discretion of the Department Development Services.
     - Trail may run parallel to adjacent lots or R.O.W.
     - The 10' trail may intersect with a 10' sidewalk located in the R.O.W.
     - Where additional amenities are included, this park type may overlap or be included as an additional park typology.
     - Trail widths may be larger in the Master Trails Plan. If a trail is defined as a spine trail in the in the Trails Masterplan, the entire width of the trail shall be 12'.

Legend:
- (A) Seating Area
- (B) Trail gateway sign
- (C) Trail
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk



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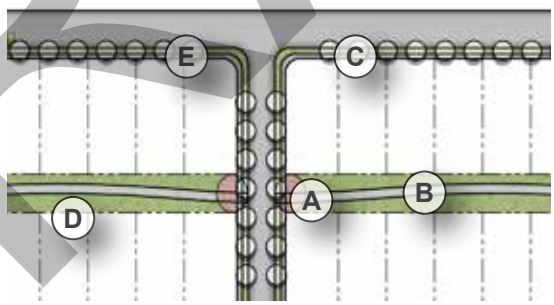
LINEAR PARK

2. **Utility corridor:** Includes gas, electric, rail and other corridors that are linear in form but restrictive in design elements. These corridors shall be enhanced to the degree that the utility company permits and may be counted toward the open space calculation, provided they are integrated into the development and not treated as “left-over” space. If these spaces are amenitized, they may count up to 10% of the useable open space allocation.
   - Provide access to the corridor via road crossings, cul-de-sacs, and peek-a-boos.
   - A minimum 10’ wide concrete trail shall be provided internal to the corridor. The edge of walk shall be at least 5’ away from the back of adjacent property lines.
   - Trail shall meander through the corridor to reduce monotony and increase areas of interest.
   - Enhanced planting areas shall be provided along the trail corridor as permitted by the utility company.
   - Where enhanced planting areas are not permitted, an additional 10’ landscape easement shall be provided on each side of the easement and shall include shade trees at a rate of 1 tree for every 40 linear feet of walk. Trees may be clustered in natural formations, staggered on either side of the walk, or spaced evenly along the walk.
   - Trail heads with accent planting and signage shall be located at street intersections or corridor entry points.
   - Access to the trail shall be permitted from adjacent properties.
   - The rear of the lots adjacent to the utility corridor shall have open fencing.



Legend:
- (A) Seating Area
- (B) Trail
- (C) Parkway Trees
- (D) Lawn
- (E) Neighborhood Sidewalk

Map data: Google, Maxar Technologies

DRAFT

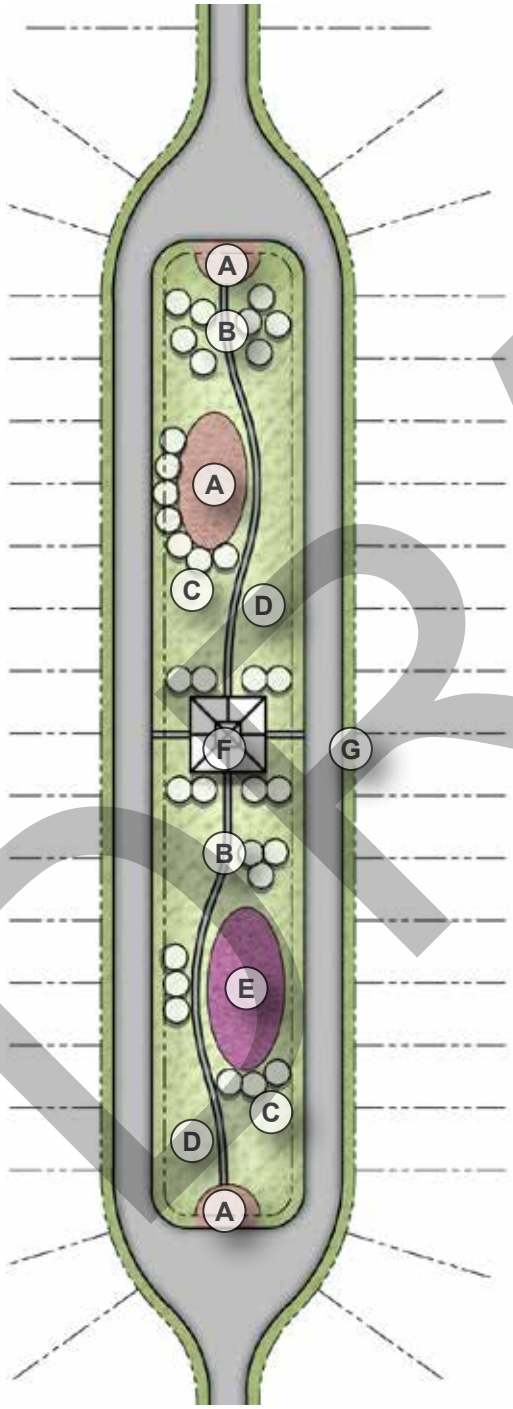
OPEN SPACE TYPES

LINEAR PARK

3. **Designed linear park:** These parks are specifically designed to be integrated into the community and connect to the City of Celina trails system.
   - Limit the number of houses that back to this corridor.
   - Where possible, houses front facade shall face on to the park.

Celebration, FL

Map data: Google, Maxar Technologies



Legend:
- Ⓐ Seating Area
- Ⓑ Pathway
- Ⓒ Canopy Trees
- Ⓓ Lawn
- Ⓔ Play
- Ⓕ Shade
- Ⓖ Neighborhood Sidewalk

Mandatory Elements:
- Parking - on-street parking is preferred in order to preserve open space land, off-street is permitted.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches and movable seating.
- Shade - required through trees and shade structures.
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play.The play ground equipment shall have a minimum of 30% shade coverage of the primary equipment measured at noon on June 21. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Play area to be protected from adjacent streets by planting or low wall, open fencing not to exceed 36" in height.
- Pathways - shall be provided throughout the park, connect park elements and connect to a neighborhood system of sidewalks or trails. Shall be concrete and must be accessible.and 5' wide

Additional Elements: Select 2
- Picnic areas
- Additional play areas or fields
- Fountain
- Gazebo

Enhanced planting
Enhanced paving
String lighting

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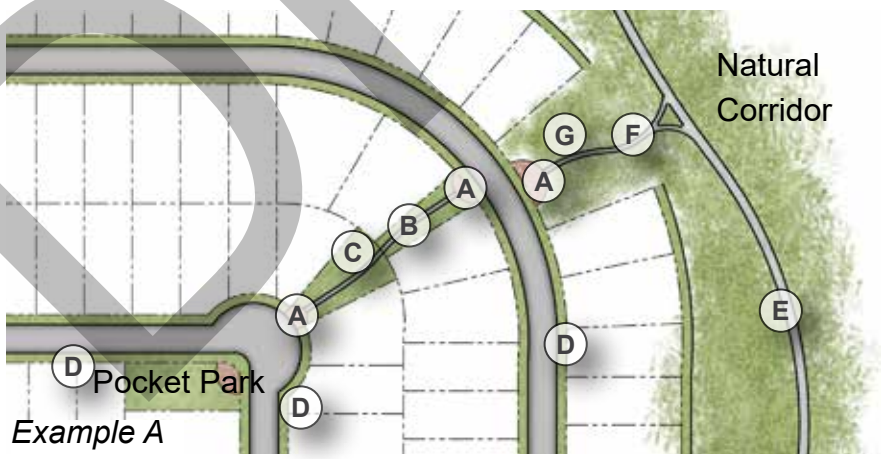
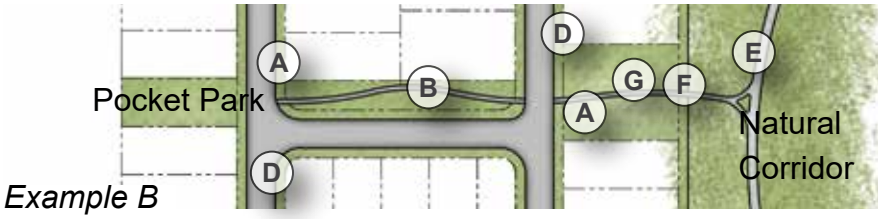
LINEAR PARK

4. **Trail connectors:** These elements are intended to provide safe connection between open space elements, parks and trails, and may be counted as open space if the following is provided:

- Safe and well lit environment.
- Minimum 20' wide corridor.
- Minimum 6' wide sidewalk may meander through the space but shall not be closer than 5' to an adjacent property line.
- Where spine trails are identified on the Trails Master Plan, the trail shall follow the specifications of the Trail Master Plan and shall be a minimum of 12' in width.
- Internal access connection walks shall be provided and shall be 6' minimum in width when connecting a trail to a 5' - 6' wide neighborhood walk. When connection to a spine trail, this connecting trail shall be increased to 8' in width.
- Where future trails are not yet built, connecting trails shall be stubbed out to meet future trail build-out.
- Multi-use trails shall follow recommendations of the Trails Master Plan and shall be no less than 10' in width.
- The area outside of the side walk shall contain 50% enhanced planting (small or large trees) other than sod or ground cover. Native grasses and/ or wildflower seeding count toward this calculation.
- Trees or shade along the trail shall be provided to create 50% shade coverage for the walkway.
- Signage at entry - That corresponds with the overall project signage in material and design intent shall follow City of Celina standards and include the following language
  - Identification of trail safety markers as provided by the City of Celina
  - Identification of trail destination or intersection point
  - Identification of trail entrance
  - City of Celina trail gateway signage shall be provided where neighborhood parks connect to hike and bike trails.



Example A



Example B

Legend:
- (A) Trail entry
- (B) 6' walk
- (C) Planting
- (D) Neighborhood Sidewalk
- (E) 12' spine trail
- (F) 8' walk
- (G) Trail gateway sign

DRAFT

OPEN SPACE TYPES

DETENTION POND

A detention or retention pond area may count toward open space calculations if they are designed to be used during non-flood events. The useable area of the detention open space shall be located outside of the flooding zone in areas that provide viewing to the pond area. Areas with a 6:1 slope or less may be counted as useable open space if they contain the following:

- (A) Seating with shade.
- (B) Enhanced planting.
- (C) Lighting in the non-flooding zones.
- (D) ~~Coordinated street tree planting with adjacent streets.~~
- (E) Pathway that provides access to elements in the flooding zone if applicable. Pathway shall be concrete and a minimum of 5' in width.
- (F) Flooding zone may be designed to provide practice fields and neighborhood events in non-flood times.
- (G) Additional improvements may gain a "Density Bonus" per the discretion of the Department of Development Services.

+ Provide a minimum 10' flat surface at the top of the bank suitable for a concrete trail
+ 1:50' trees
+ Masonry cladding on concrete headwalls, bridges, walls, etc.

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SCREENING

In order to mitigate the adjacency of perimeter collector and arterial roadways, the following conditions shall be met:

1. All perimeters of residential subdivisions, including alleys, adjacent to a ROW that is 60' or wider shall provide an HOA landscape buffer with quality landscaping and plantings along with a 6' masonry wall, also owned and maintained by the HOA. The width of landscape buffers, along with associated landscaping and sidewalks, shall be as detailed in the Zoning Ordinance or Subdivision Ordinance.
2. Decorative metal fencing (with masonry columns and associated landscaping) may be provided in lieu of the masonry wall along open spaces, floodplains, cul-de-sacs, and U-shaped streets.
3. In lieu of decorative metal fencing outlined in #2 above, berms with associated landscaping and trees may be installed, with slopes appropriate for maintenance and vegetation.
4. Where collectors or arterials are adjacent to floodplains or large expanses of open space, no perimeter screening device is required.
5. Wood fencing is allowed along neighborhood streets within the development, with the smooth side facing out, and with enhanced fencing (cedar, board-on-board with decorative cap) on corner lots and side yard returns between homes.

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ADDENDUM (add after Gifts to the Street, or incorporate within document)

Celebratory Entries -
+ One divided entrance (typ. associated w/ median breaks) shall be a Celebrated Entry
+ Enhanced planting on sides
+ Illuminated signage
+ Decorative elements: towers, guard houses, ornamental gates, fountains, art, decorative walls or columns, planters, etc.
+ Celina branding

Mews Streets -
+ Wayfinding signage for Police, Fire, guests, and deliveries
+ Shall be decorative (masonry, lit, thematic, etc.)

Open Space -
+ Areas shall be sufficiently programmed to qualify as open space
+ Enhanced landscaping, additional trees, seating areas, shaded trails, etc.

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Screening -
+ Wide, planted landscape buffers to prevent tunnel effect
+ Add a table of different screening options
+ Add requirements for berms, and ensure it aligns with Landscaping section of Zoning Ord

Residential Street -
+ Add diagram for updated street section vs. previous street section (planting in parkway vs. planting in front yard)

Photos -
+ Overall, add example imagery, particularly if there are good local or regional examples
+ Add splash pages with images of different park types and amenities (for example, commercial-grade playgrounds)

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GIFTS TO THE STREET

Gifts to the street are those elements that help to create an environment that encourages neighborhood interaction. These elements may count toward the 4 elements required in the architectural section of the Zoning Ordinance14.04.107 and include but are not limited to:

1. Front porches
   - May encroach into the front setback up to 10' provided there is a minimum 5' of front yard space from the back of side walk to the front facing facade of the porch.
   - May be up to 2'-6" above the elevation of the front yard.
   - Minimum front porch size is 60 SF and shall met the standards set forth in the Subdivision Regulations.
   - Minimum front porch depth is 5'.

2. Front stoops
   - May encroach into the front setback up to 5'.
   - For town homes and patio homes, this distance may be reduced to 3' from the back of sidewalk to the first riser of the stoop .
   - May be up to 2'-6" above the surrounding elevation.
   - May be inset into the building or covered with an architectural feature or awning.

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3. Architectural accents on the front facade
    - Refer to Section 14.04.107 of the Zoning Ordinance

4. Front gardens
    - The incorporation of enhanced plant material elevates the pedestrian experience along the street. These are highly encouraged to be provided at both the foundation of the home and at the edge of the sidewalk where possible.

5. Elevated front yards
    - Steps from street are encouraged where topography permits.

6. Front yard fences
    - May be viewed as gifts to the street, reference Fencing section in this document.

Architectural accents

Front Gardens

Front yard fence

Elevated front yard

DRAFT

Life Connected.

NEIGHBORHOOD VISION BOOK

October 08,2020

Addendum 1 : April, 2024

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TABLE OF CONTENTS:

1 Introduction

8 Design of the neighborhood (layout, location, connectivity, grid)

16 Lot Design (setbacks, encroachments, side and rear yards)

20 Open space (typology, location, size, requirements)

38 Perimeter Screening and Buffering (location, setbacks, material)

40 Gifts to the street (types, setbacks, locations)

42 Addendum 1, April 2024

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PURPOSE AND INTENT

The purpose of this Neighborhood Vision Book is to set forth a consistent standard of quality throughout the City of Celina. In addition, this Book is intended to guide the physical development of residential projects and help enforce that the design remains true to the developed vision and character of the City.

ORGANIZATION OF DESIGN GUIDELINES

The Neighborhood Vision Book is intended to address the built and public realm and include sections related to:

- General development layout, access, and visibility
- Open space requirements
- General lot conditions
- Residential screening and fencing

RELATIONSHIP TO OTHER DOCUMENTS

The Neighborhood Vision Book is one of several documents providing design guidance and restrictions for Celina and will be the primary document for use by the master developer or developer/builder in undertaking any improvement, alteration, or remodel. Other documents relating to the physical development of Celina include but are not limited to:

- Zoning Design
- Engineering Standards
- Subdivison Ordinance
- Downtown Master Plan
- Trails Master Plan
- Parks Master Plan
- Comprehensive Plan
- International Model Construction Codes and Local Amendments
- Street Best Practices

DRAFT

INTERPRETATION

Flexibility in interpretation and innovation is encouraged to create distinct individual Subdivision identities within the common vision for the City of Celina. All deviations from this Vision Book are subject to the approval of the Planning Director. Approved waivers/deviations do not set precedent except where provided herein for future Applications.

For purposes of interpretation of the Neighborhood Vision Book, the following provisions apply:

Except as specifically defined herein all words and terms used in this Vision Book shall have their customary dictionary definitions.

- The use of “may” or “should” means permissive, recommended or advised but not mandatory; the use of “shall”, “shall not”, “must,” “will,” “prohibited” or “not allowed” means compliance is mandatory and not voluntary or permissive.
- Where terms or phrases are subject to more than one reasonable interpretation, the more stringent interpretation shall apply.
- Where two or more provisions conflict between what is described in this document, the more specific controls the more general and the more stringent controls the less stringent.
- It is the obligation of the Applicant to request updated copies of the Neighborhood Vision Book.

ADDENDUMS:

Updates to this document are identified within the original text with a reference to the dated addendums as follows:

- Addendum 1: April 2024

DRAFT

The 8 Characteristics of a Great Neighborhood

1. COMPACT, SAFE, AND WALKABLE
   The layout of the community and the design of streets, pathways, trails and open space all contribute to a safe and walkable community. Parks and/or open space shall be located within walking distance of the surrounding homes and at regular walkable intervals within the community.

2. ELEMENTS OF SURPRISE, VARIETY, AND VARIABILITY
   Curved streets, an unexpected view, access to natural corridors, diversity in housing density, form and setbacks create elements of surprise within the community. These elements provide spaces for impromptu events or neighborhood gatherings.

3. NETWORK OF CONNECTED STREETS AND PEDESTRIAN PATHS
   Streets shall connect to adjacent developments as well as provide a legible pattern for the residents, thus providing connection to the wider city and an easy sense of direction and safety. Open space shall be connected through sidewalks, trails, and natural corridors. This provides connectivity to city services such as parks, schools, and adjacent developments that contain commercial uses or differing densities.

4. RECOGNIZABLE IDENTITY AND BOUNDARIES
   It is important that projects within a district incorporate elements of that district's identity and vision. It is encouraged that new projects integrate with the surrounding district while maintaining Celina's unique identity. Respecting district boundaries and developing / enhancing these boundaries encourages connectivity to Celina's various districts (including downtown), as well as the City's parks, open space, and trail networks.

5. HUMAN SCALE
   A crucial aspect of designing spaces in which people want to live and socialize is the scale. Setbacks from streets, density, sizes of walkways, heights of buildings, and tree canopy are important in developing a sense of scale that is appropriate to the density of the district and the resident.

6. ENCOURAGE CHANCE MEETINGS AND PERSONAL PRIVACY
   Part of the excitement of places is the opportunity to run into a neighbor while walking or taking your children to a park. Chance encounters like these increase when there are multiple small places to meet and where the natural private boundaries of the home are respected. The front yard and public sidewalk provide a transition space and should be treated as elements of the entire system to connect from the private/semi-private zone to the public zone.

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7. CONNECTION TO NATURE
   Providing opportunities to connect to the natural environment is essential in a successful development. Whether it is adjacency to a natural corridor or the implementation of parks in a neighborhood, these places are integral to creating healthy environments for all ages.

8. DENSITY DEVELOPMENT
   Understanding the impact of density on scale, open space, nature, streets, and walkability is crucial to developing a unified sense of place. When done correctly, density can provide roof tops, tax base, connectivity, access to nature, quality open spaces, and walkability. An increase in the density permitted (Density Bonus) shall be considered on a case by case basis and at the discretion of the City based on the Future Land Use Plan and Comprehensive Plan. Considerations for “Density Bonuses” should include an increase to the percent of open space and useable open space provided above the required open space percentages. The designs of the open space typologies should incorporate additional features that exceed the mandatory and suggested elements within the open space typologies.

This document focuses on 5 major elements of development that contribute to making a great neighborhood. The icons above are utilized to show which characteristics are impacted the most by the implementation of each element. The 5 elements make up the Table of Contents for this document and are as follows:

1. Design of the neighborhood (layout, location, connectivity, grid)
2. Lot Design (setbacks, encroachments, side and rear yards)
3. Open space (typology, location, size, requirements)
4. Perimeter Screening and Buffering (location, setbacks, material)
5. Gifts to the street (types, setbacks, locations)

DRAFT

GENERAL PROJECT LAYOUT

Developments shall take into consideration the project location and provide connections between adjacent residential or commercial developments and natural features.

1. Provide connections to neighboring residential streets.
2. Provide connections to city parks or schools by integrating neighborhood parks near to these elements to create a connected open space network.
3. Establish right of ways for future city road planning.
4. Create pedestrian and vehicular connections to the wider Celina community
   - Sidewalks and trails shall connect to existing sidewalks or trails as identified in the Thoroughfare Master Plan or Trail Master Plan to create walkable connections.
   - Where future trail or sidewalk conditions are planned and not yet built, the developer shall provide a stub out to these systems for future connections.
   - Pathways shall be provided to adjacent developments through natural corridors and/or other trails or sidewalk systems. These trails or sidewalks shall be stubbed out to the edge of the property for future connections.
   - Where possible; provide pedestrian connections from adjacent retail/commercial.
   - All residential streets shall have a minimum 7.5' parkway and a 5' walk unless otherwise noted in the City Engineering Standards.

Legend:
- Ⓐ Entrance boulevard
- Ⓑ Connection to neighborhood
- Ⓒ Natural trail network
- Ⓓ Open space
- Ⓔ School
- Ⓕ Sports Field / recreation
- Ⓖ Retail

Verrado Buckeye, AZ

Map data: Google, Maxar Technologies

DRAFT

THE GRID

The size and layout of the property, topography, and adjacent land uses help to influence the type of grid the development utilizes. Both curvilinear and linear grid types promote walkability and safety while preserving connection to natural corridors and view sheds. For the purposes of this document, block length is the length of the block face between two street intersections. Block break is a break within that length measurement where open green space may be located. Residential street length shall not exceed 1200 linear feet without a change in direction as defined in the Thoroughfare Guidelines. Street length is the total length of the street defined by street type in the Thoroughfare Guidelines. Block length is limited to 600 LF without a break in the building layout or street grid. Block breaks include block, pocket, or parklet style open space as well as trail corridor connections, alley crossings, or road intersections.

1. Curvilinear grid
    - Streets shall curve to slow traffic, provide enclosed views and enhance the element of surprise in the development and shall relate to the topography or natural elements of the site.
    - This grid is the preferred layout method

2. Linear Grid
    - A linear grid is to be utilized when creating an urban street typology, smaller patio homes, and town home style products; and to generate a higher density development.

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Curvilinear Grid

Linear Grid

CUL-DE-SACS

Cul-de-sacs are special components that shall be used in moderation to respond to topography, create open view corridors, or allow for access to parks and open space

- Due to the lack of connectivity, the use of cul-de-sacs shall be limited.
- The terminus of cul-de-sacs shall create view corridors, provide access to trails, or other features.
- U-shape street design shall be used instead of cul-de-sacs when adjacent to arterials and collectors.
- BFRs are required along cul-de-sacs and connecting to any trails.

Overlooking Open Space

Map data: Google, Maxar Technologies

Responding to Topography

Map data: Google, Maxar Technologies

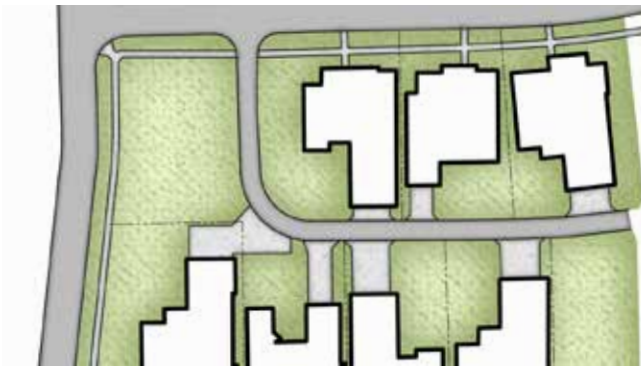
U-shaped Street

Map data: Google, Maxar Technologies

ALLEYS

- Any lot width less than 60' shall have a rear entry garage.
- Alley widths shall meet the City minimum standards
- There are 3 options for setbacks in the Alley:
  1. Fence setbacks shall be a minimum of 3' from back of pavement.
  2. Fence setbacks may be a minimum of 7' from the back of pavement to allow for planting and utilities within the alley.
  3. Garage setbacks for single family detached houses shall be a minimum of 20' from the back of pavement to allow for parking within the drive accessing the alley.
  4. Garage setbacks for duplexes and townhomes shall be a minimum of 3' from the back of pavement.
- Dead end alleys are permitted and will not exceed 100' in length, but cannot serve more than one house

Alley Street View Map data: Google, Maxar Technologies



Alley Plan

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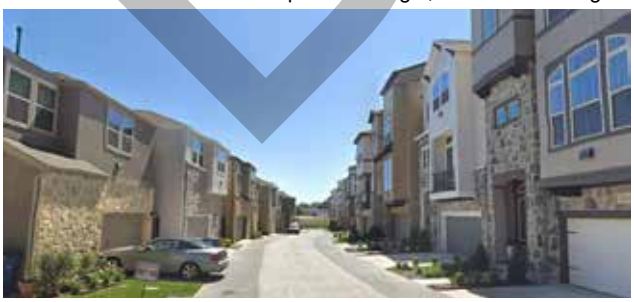
MEWS STREETS

- The mews street pavement shall be a minimum of 24’ in width within a 30’ right-of-way to allow for fire and other emergency vehicles to access the homes from the alley.
- The mews street shall be striped as a fire lane or indicated as a firelane with enhanced paving on the sides. No parking is permitted within the fire lane.
- The maximum mews street length is 600’.
- Dead-ended mews streets and alleys longer than 100’ in length are permitted with fire truck turn around provided.
- Garages shall be set back either a maximum of 20’ to allow tandem parking or 3’ where no parking is allowed.
- No side yard shall be paved.
- There shall be a street name associated with the addressing mews. Wayfinding signs that include address numbers shall be provided at the end of the mews to direct emergency access vehicles to the houses facing the mews. Ref. Addendum 1 / B : Mews Alley
- Mews streets shall be designed to break up the visual width of the street with planting and enhanced paving.
- Fence setbacks shall be a minimum of 7’ from back of pavement.

MEWS COMMON SPACE

- When adjacent to a street, the common area of the mews shall be a minimum of 40’ in width measured from back of curb to property line of the houses facing the common space. When located between houses, the mews common space shall be measured from property line to property line of houses facing the common space.
- Sidewalks within the common space shall be a minimum of 6’ in width if located at or near the center of the mews or a minimum of 5’ if two sidewalks are provided on each side of the common space.
- Sidewalks shall provide connection to the entrance of the house facing the mews open space.
- Where the Mews Common Space follows the design criteria of a linear open space, neighborhood park, or parklet park, the common space may be counted toward the useable open space calculation when designated as an HOA x lot.

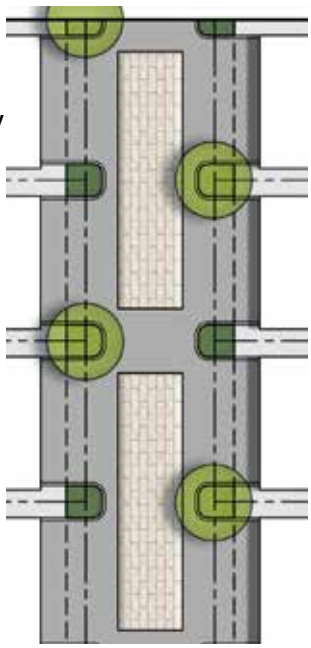
Map data: Google, Maxar Technologies



Mews Street Striping

Map data: Google, Maxar Technologies

Mews Common Space



Mews Street Plan

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TYPICAL RESIDENTIAL STREET

Residential streets help to set the vision for the development and enhance pedestrian connection within and between developments. Well designed residential streets create a comfortable sense of scale through the use of street trees and pavement width, provide essential connections to nature and parks, and provide safe routes to schools and parks. Residential streets shall include the following:

- 50’ Right of way
- 29’ pavement from back of curb to back of curb
- 6.5’ parkway
- 5’ sidewalk with a 1’ easement extending into the front yard of the private lot

Ref. Addendum 1 / E : Residential Streets

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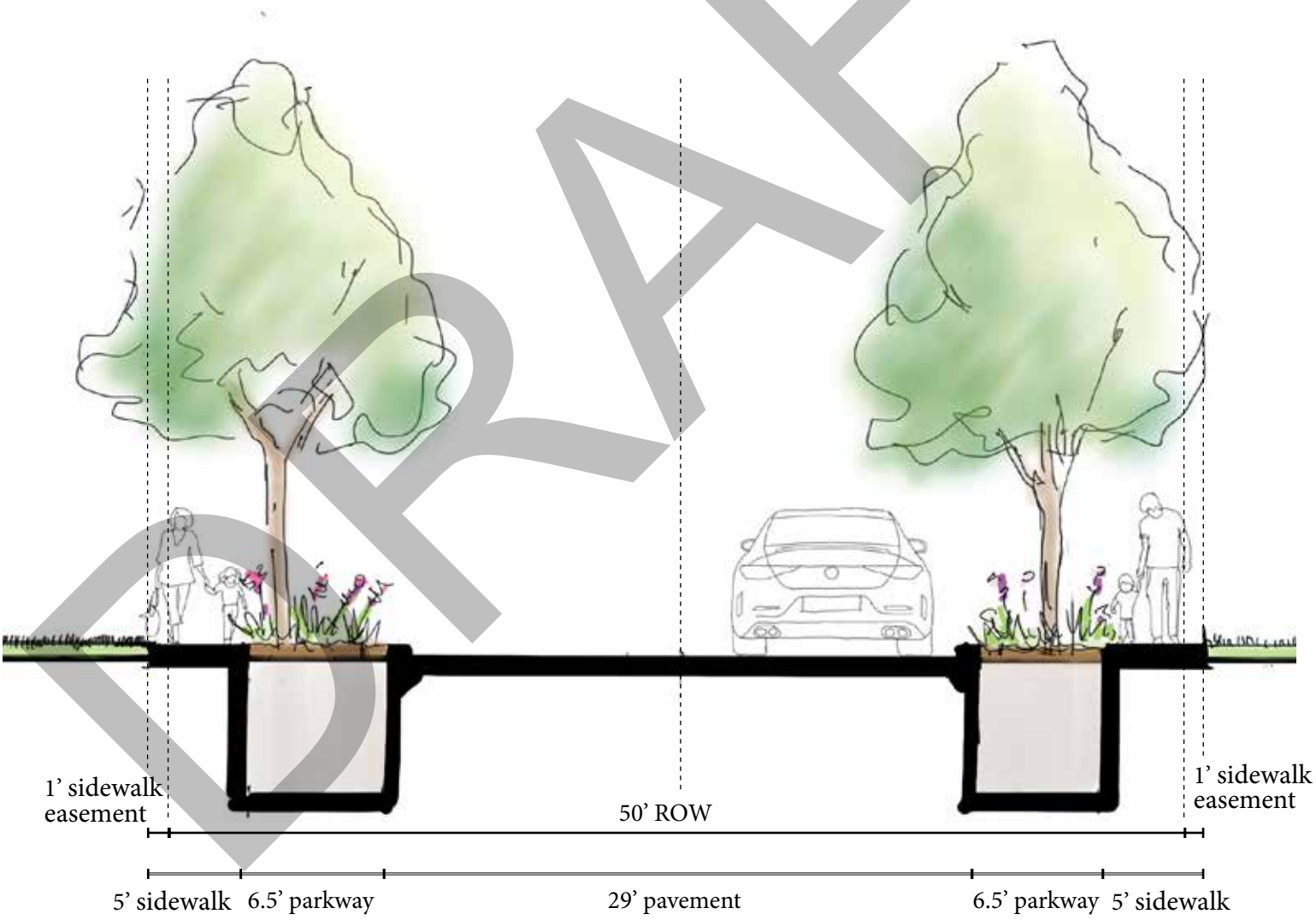
PLANTING TREES ON THE LOT

Trees are essential to creating a comfortable sense of place and provide shade and scale to the residential development. In addition to the street tree requirements, the following applies:

- 1 small ornamental tree is required in the front yard of every lot
- 1 large tree is required in the back yard of every lot



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ENTRY CONDITIONS

These spaces help define the vision for the project and set the visual connection to the City of Celina. Primary entrances shall be enhanced and scaled appropriately to provide a sense of arrival. These elements include:

1. Roundabouts at entries
   - Ⓐ Mini roundabouts are encouraged to calm traffic and may be utilized at project entries or other areas of interest in the project.
   - Ⓑ The center of a roundabout shall have enhanced planting and may have a decorative vertical element, such as art or signage, and include Celina branding, located internal to the circle. Decorative walls or other vertical structures may be included in the circle but shall not obscure visibility at the intersection.
2. Divided boulevard entries
   - Ⓒ In order to reduce traffic congestion at entries and provide a nice environment for the development, divided entries with a planted 14' wide minimum median are encouraged.
   - Ⓓ Where divided boulevard entries are not provided or are less than 14' wide, an additional 10' landscape buffer on each side of the entry shall be provided and planted with trees and enhanced planting material.
3. Adjacency of housing
   - Ⓔ No houses shall immediately face the entry street within 150 LF of the intersection with the exterior road.
4. Useable Open Space
   - Ⓕ For houses adjacent to this entry, a 20' minimum landscape buffer shall be provided in the sideyard outside of the fenced area of the lot and shall count toward the useable open space calculation when the following requirements are met:
     - Minimum of 20' wide and minimum 300 SF in size. In order to be counted toward openspace calculations, this space shall be a minimum 20' wide and located outside of the R.O.W., and be designated as an HOA x lot.
     - Provide a pathway connection to the development as well as a current or future connection to a city sidewalk located on the intersecting street.
     - A 5' concrete pedestrian walk is provided with shade trees located at a rate of every one every 40' on center and enhanced landscape is provided at the entries. Tree placement may be designed in straight lines along the walk or may be clustered to reflect a more natural planting design.

Ref. Addendum 1 / A : Entry Conditions

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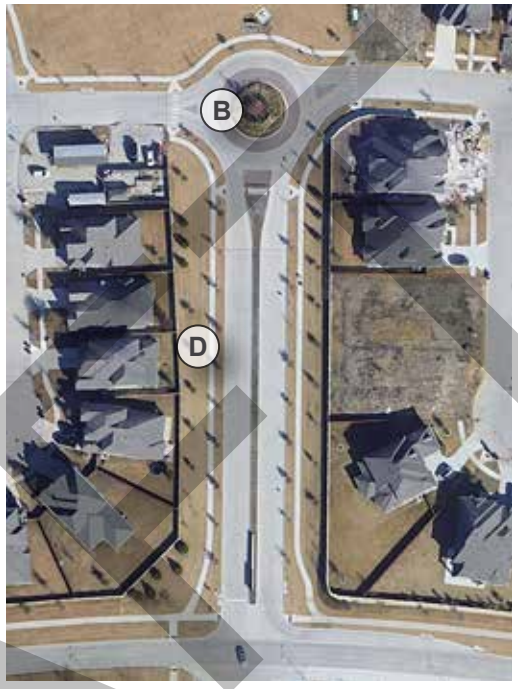
Divided boulevard

Map data: Google, Maxar Technologies

Mini round-a-bout



Map data: Google, Maxar Technologies

5. Project Signage
   - Project signage shall compliment the project theme while respecting the City of Celina's vision and incorporate Celina branding.
   - The signage should be similar in material and color to the project's screen walls.
   - Architectural elements such as towers, windmills, etc. may be taller than the free standing sign.
   - Signs shall not be located within the right of way and shall not obstruct the view triangle at the intersection.

BAD - difference in material

GOOD - consistency in material

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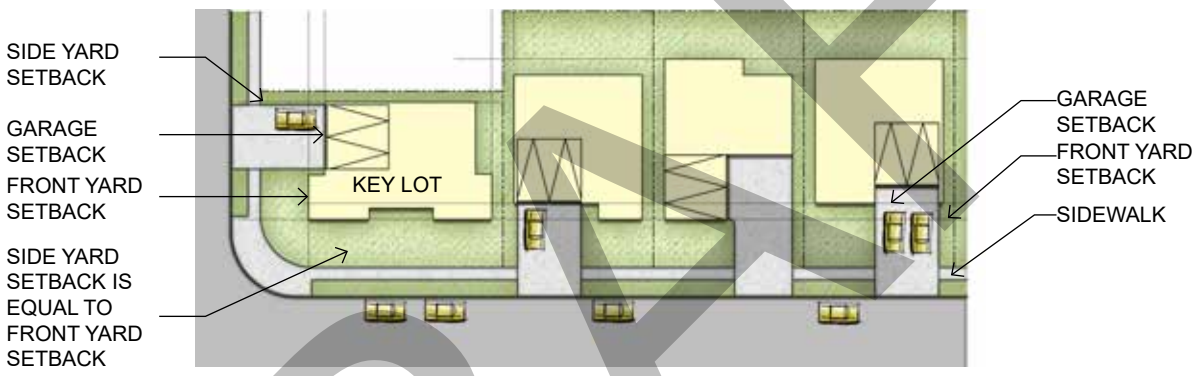
LOT DESIGN

The placement of a house on a lot impacts the safety, function, and feeling of the street. In order to encourage friendly environments, the following shall be considered when developing lots.

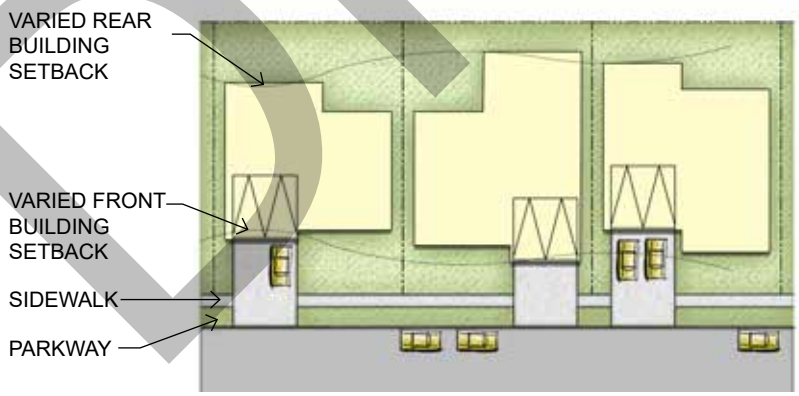
1. Minimum front yard set backs for single family homes shall following the zoning code unless otherwise stated.
2. Encroachments such as stoops, awnings or balconies above are encouraged (reference Gifts to the Street section of this document for additional information).

Key Lot- A corner lot that is so designed that the lots located directly behind it face the side street of the corner lot and are not seperated by an alley.



Key Lot Setback

3. Variable setbacks are permitted and encouraged so long as the minimum setbacks are respected and the maximum setback does not exceed more than 1.5 times the minimum set back allowed.



Varied Setback

*Setbacks are measured from lot lines. General setbacks shall comply with zoning ordinance unless otherwise stated above.

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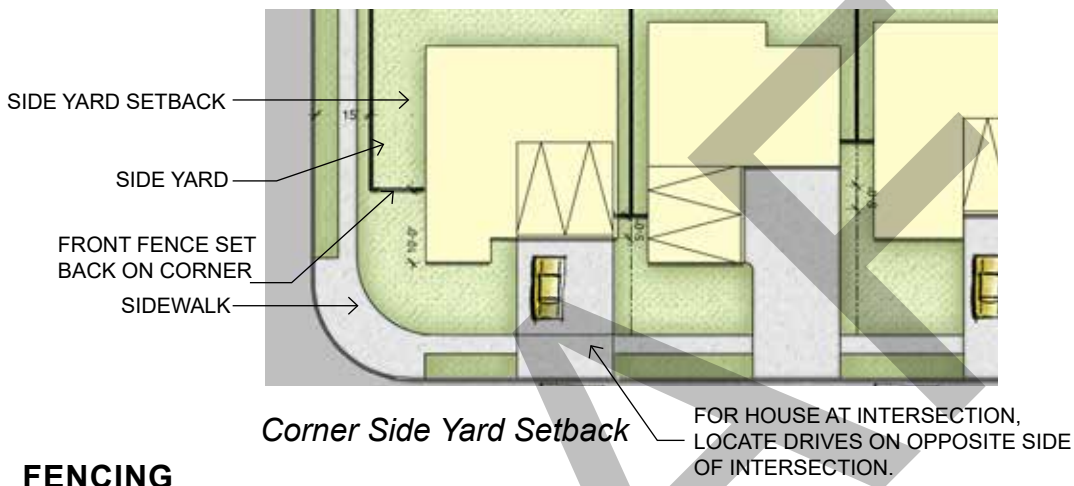
4. Side yard set back / design adjacent to streets
   - A 15’ side yard set back measured from the back of curb shall be provided on corner lots adjacent to streets.
5. Driveways for corner lots shall be located on the opposite side of the house from the adjacent intersection. Suburban lots shall provide only 1 drive cut.



Corner Side Yard Setback

FENCING

Fencing is intended to provide privacy for residents and to screen unsightly elements.

In general, a development is encouraged to utilize open fencing as much as possible. Open fencing may be fully open to view or it may be architecturally accented with a low cheek wall not to exceed 36” in height. The material of open fencing shall be wrought iron in appearance. Chain link fencing material is not permitted.

Fencing Setbacks
- Fencing that faces the primary street shall be set back from the front facade a minimum of 5’.
- On corner lots, the front fence setback shall be increased to 10’.
- On corner lots, side yard fences shall be set back 15’ minimum from the curb on the side street.
- Wood fencing shall be board-on-board, installed with the smooth side facing the public street. Posts and hardware shall be on the internal side of the fence.

Open fencing
- A minimum 6’ tall ornamental open fence is required in the side or rear of a lot that is adjacent to an open space, park, utility or natural corridor

Amenity Center
- Amenity center lots with pools and/or enclosed spaces require masonry screening walls where adjacent to residential uses. Alternative fencing materials may be considered for other amenity center lots, as determined by Staff.

Reference fencing in the City of Celina Zoning ordinance for additional requirements.

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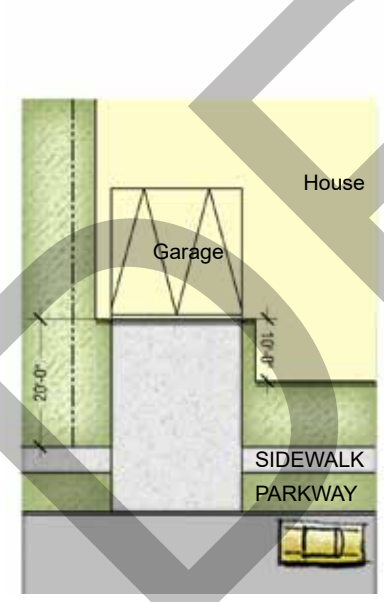
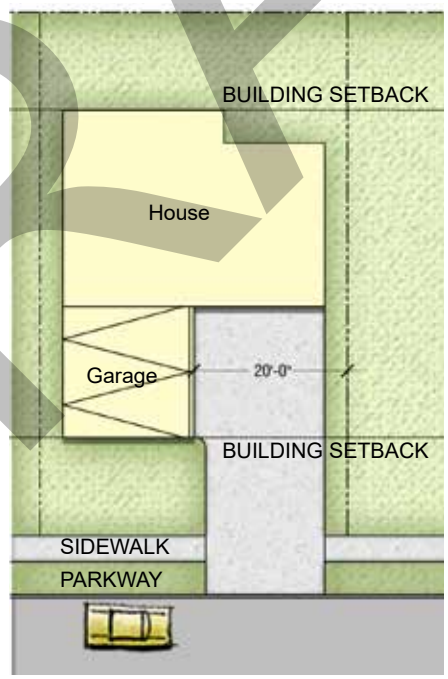
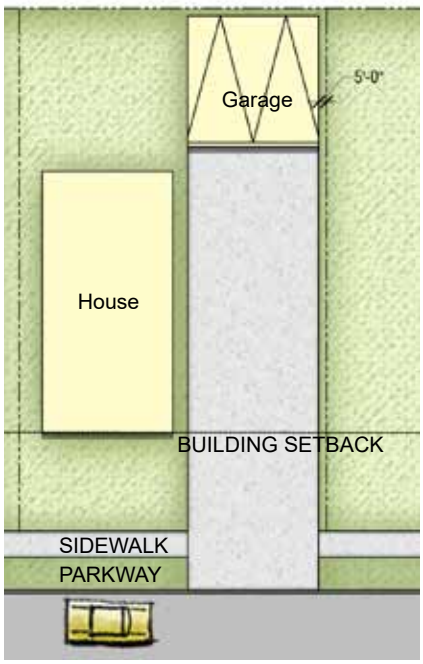
6. Garage setbacks
   - For front loaded garages a minimum setback of 20’ shall be maintained between the garage door and a public right-of-way.
   - Front loaded garages shall not comprise more than 50% of the front building elevation.
   - J-swing garages shall have a minimum of 20’ from the door face of the garage to the side property line for maneuvering and tandem parking. The side of the garage adjacent to the street may align with the building set back.
   - Detached, front loaded garages placed at the back of the lot with drive access from the primary addressing street are encouraged.
   - Detached garages at the back of lot shall have a minimum side yard setback of 5’. Driveways that access a garage at the back of the lot shall have a maximum pavement width of 12’. Additional paved area for parking 2 cars in front of the garage is permitted.
   - No snout garages
   - Width of driveway shall match width of garage. No extra concrete/flatwork allowed.



Garage Door Diagram



“J” Drive Diagram



Garage in Back Diagram

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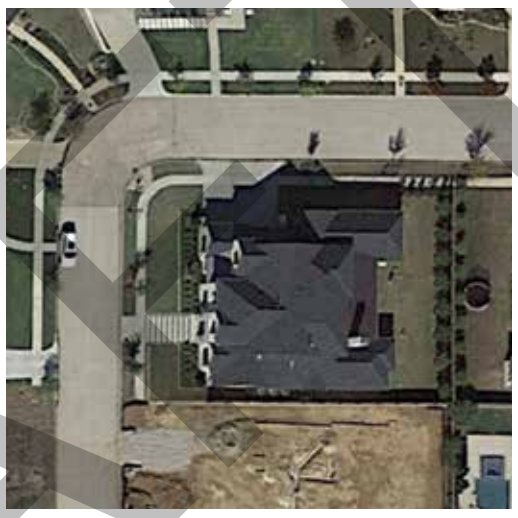
Garages loaded from a side street may align with building set back on side street as long as a minimum setback of 20' is maintained between the garage door and public R.O.W. or a J-Swing garage entry is utilized.

- For Rear loaded garage set backs, refer to the Alleys section of this document.

Side loaded J-Swing

Map data: Google, Maxar Technologies

Side Loaded 20'



Map data: Google, Maxar Technologies

7. Varying lot sizes are encouraged and where applicable lot widths should vary along street frontage.

8. All lots that are located directly across a street from a park/open space shall face or side onto the park/open space, where feasible.

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open space

PURPOSE

To create usable and practical open space for the neighborhoods and communities of Celina.

Category 1: These requirements do not apply to developments in which the majority of lots are 1 acre or more in size.

Category 2: All other residential developments are subject to 20% open space with a minimum of 50% of that open space being “usable open space”. Areas of “non-usable open space” may be allowed to be counted as a portion of the “usable open space” if the area is sufficiently amenitized, per Director approval.

The type, size, and location of open spaces within the community are just as important as the amount of cumulative open space. Quality open space should provide the opportunity for neighbors to interact in small block size groups to neighborhood gatherings. Each space should have a unique quality and be located within reasonable walking distance of the designated capture group it serves as well as connected to the community’s system of pathways. Open space shall be measured from the back of right of way and designated as an HOA x lot. Open Space dedication requirements are described in the Celina Subdivision Ordinance.

Legend:
- (A) Linear Designed Park
- (B) Parklet Park
- (C) Block Park
- (D) Neighborhood Park
- (E) Park Connections

Celebration

Ref. Addendum 1 / C : Open Space 1,2

Map data: Google, Maxar Technologies

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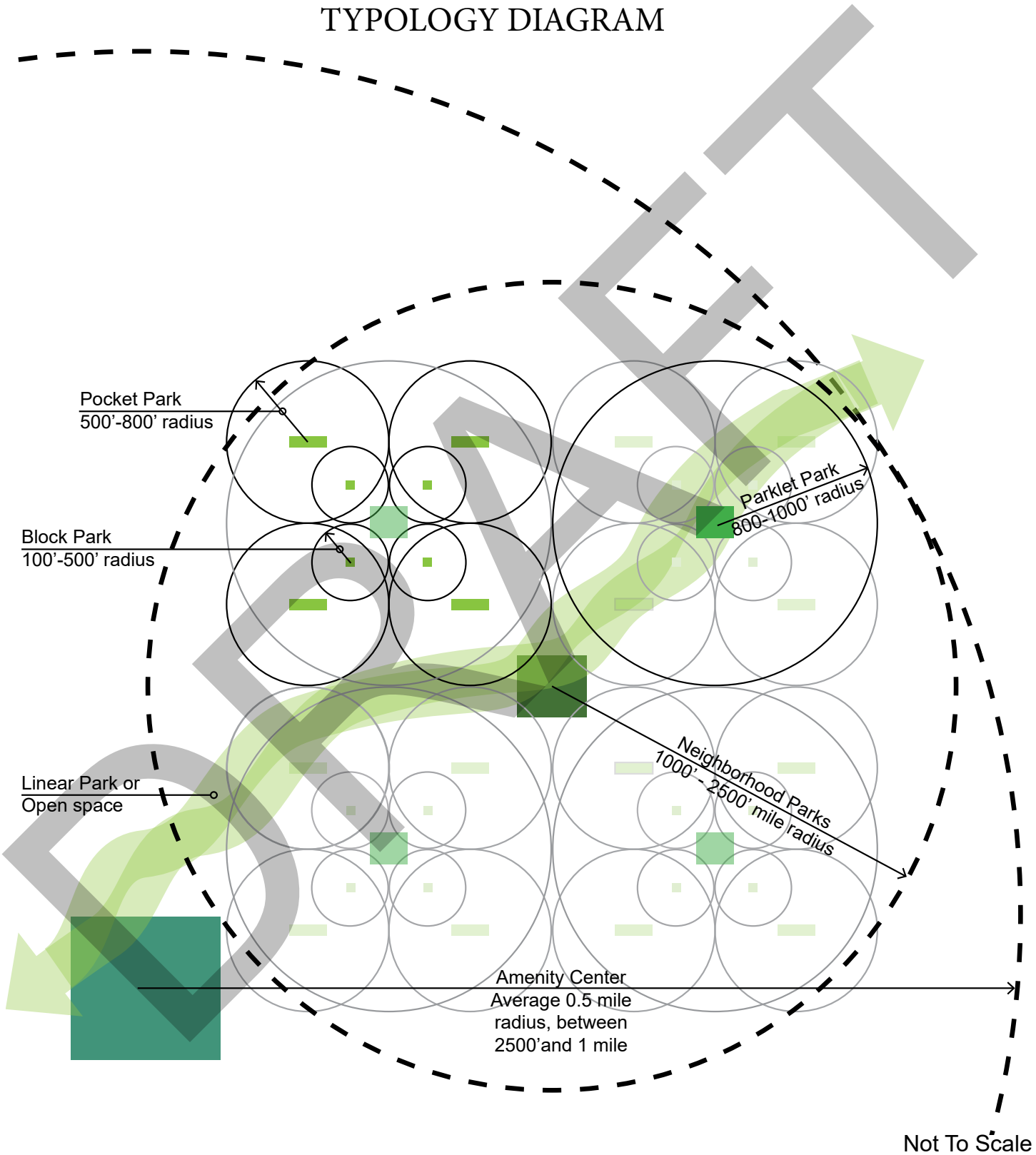
OPEN SPACE TYPOLOGY DIAGRAM



* Circulation and capture zones shall not cross major thoroughfares.

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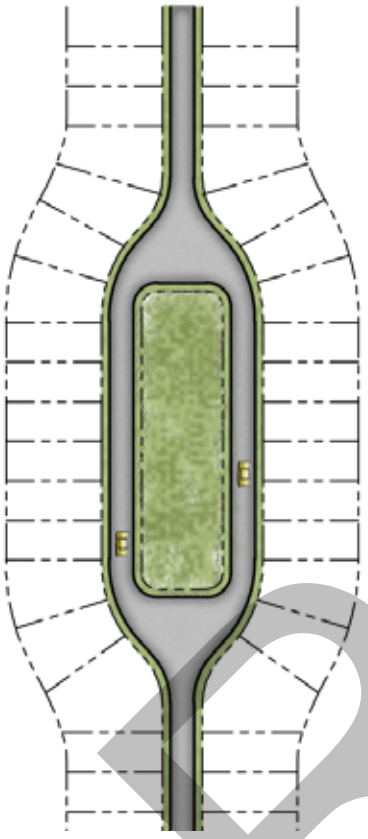
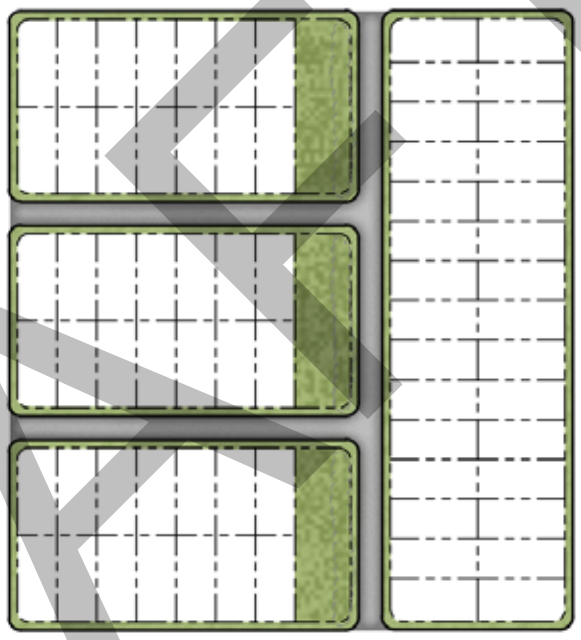
Detached “left-over” areas of space that do not fall into one of the following categories and/or do not provide connection from one point to another shall not be considered in the open space calculation. Minimum size of open space is defined by the open space type.



Example A - move open space to center of development



Example B - cluster open space on ends of blocks to create greener streets and areas for block, pocket, or parklet open space

North Las Vegas

Map data: Google, Maxar Technologies

BAD - isolated from development

Celebration, FL

Map data: Google, Maxar Technologies

GOOD - integrated into development

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OPEN SPACE TYPES

BLOCK PARK - END CAP

Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

Size: 350 SF minimum
Capture Radius: Central to and walkable for the surrounding 5-10 houses.
# of Users: 5 - 10
Minimum Size Requirements: 15' width at entry point, area shall be contiguous and calculation may include area that is less than 15' wide but contiguous with the block park space.
Mandatory Elements:
- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - must be concrete, but Staff may consider alternative materials, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide. Ref. Addendum 1 / C: Open Space 3

Additional Elements: Shall include at least 2 of the following.
- Community garden plots.
- 50% enhanced planting
- String lighting
- Fire or planting pits
- Picnic tables
- or comparable element to be approved by Director of Planning

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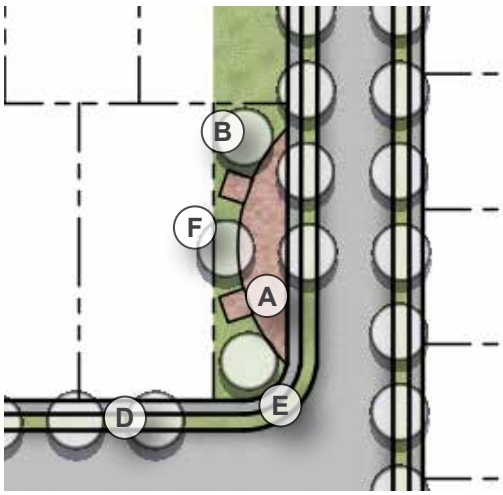
Example A



Example A Enlargement

BLOCK PARK - MID BLOCK

- Where street length exceeds 600', a mid-block park may be created to serve as a block park.
- Mid-block park depth shall align with the building set back line.
- For lots adjacent to mid-block parks, lot width shall be increased to accommodate for park adjacency.
- Mid-block park can include area for community mail boxes
- Shade - may be trees or built structure.

Mandatory Elements:

- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide. Ref. Addendum 1 / C : Open Space 3

Additional Elements:Shall include at least 2 of the following.

- Community garden plots.
- 50% Enhanced planting
- Fire pit
- Picnic tables
- or comparable element to be approved by Director of Planning

Legend:
Ⓐ Seating Area
Ⓑ Canopy Trees
Ⓒ Pathway
Ⓓ Parkway Trees
Ⓔ Lawn
Ⓕ Neighborhood Sidewalk

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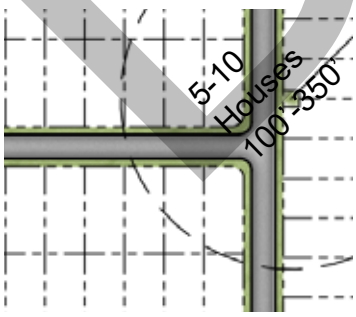
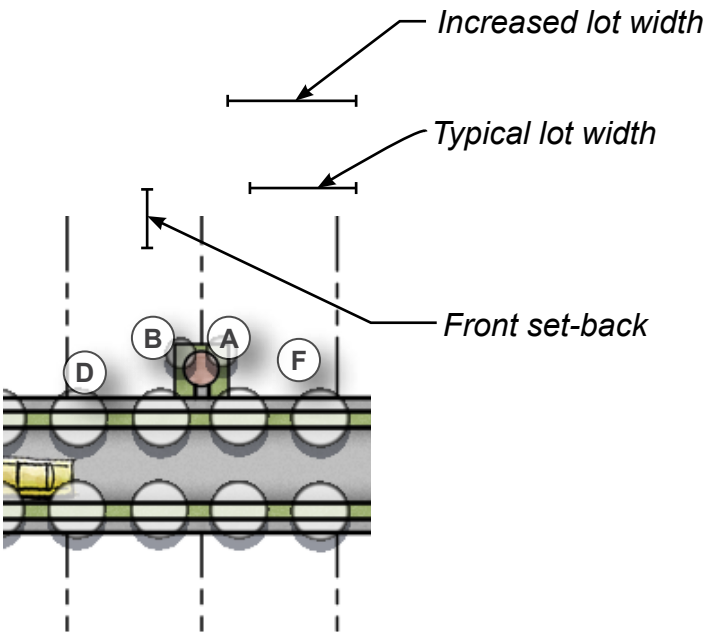


Example B



Example B Enlargement

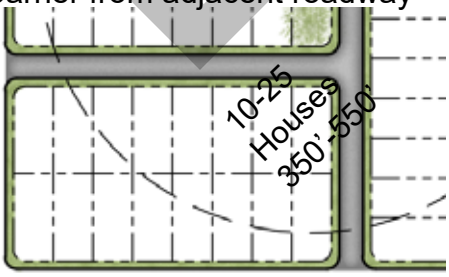
OPEN SPACE TYPES

POCKET PARK

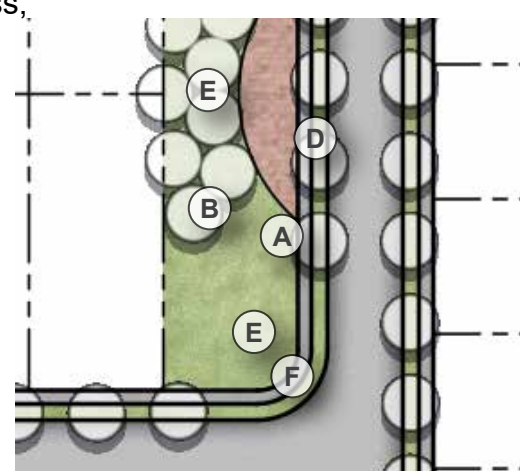
Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

Size: 0.1 - 0.25 Acres
Capture Radius: Walkable for the surrounding 25 houses. May be a lot leave out or trail head to a larger system. May be a plaza for more dense urban products.
# of Users: 10 - 25
Minimum Size Requirements: 2,500 SF min., 20' width at entry point, area must be contiguous and calculation may include area that is less than 20' width but contiguous with the pocket park space. Mid-block pocket parks may be created on blocks greater than 600' in length.
Mandatory Elements:
- Seating - may be stationary or movable and should include a focal point such as a fire pit or planting group.
- Shade - may be trees or built structure. Ref. Addendum 1 / C : Open Space 3

Additional Elements:Shall include at least 2 of the following.
- Pathways - If provided, may be material other than concrete, asphalt and/or pavers, such as decomposed granite. Shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.
- Tot lot for young children.
- Community gardens.
- Provide for a 10' minimum flat surface at the top of the bank suitable for a concrete sidewalk or trail;
- Provide an additional landscape area on the outside of the trail for perimeter trees;
- Perimeter trees shall be planted on the perimeter of the facility at a rate of one large canopy tree for every 50 linear feet;
- Natural stone or brick veneer is required on headwalls, bridges, wall, culverts, retaining walls, and like structures
- Outdoor quality games such as bocce ball, corn hole, chess, connect 4 Ect.
- or comparable element to be approved by Director of planning
- Shrub row along right-of-way sidewalk to provide a soft barrier from adjacent roadway



Example A



Example A enlargement

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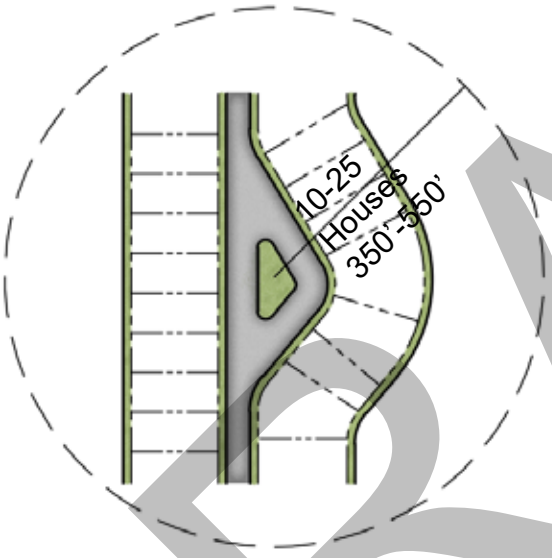
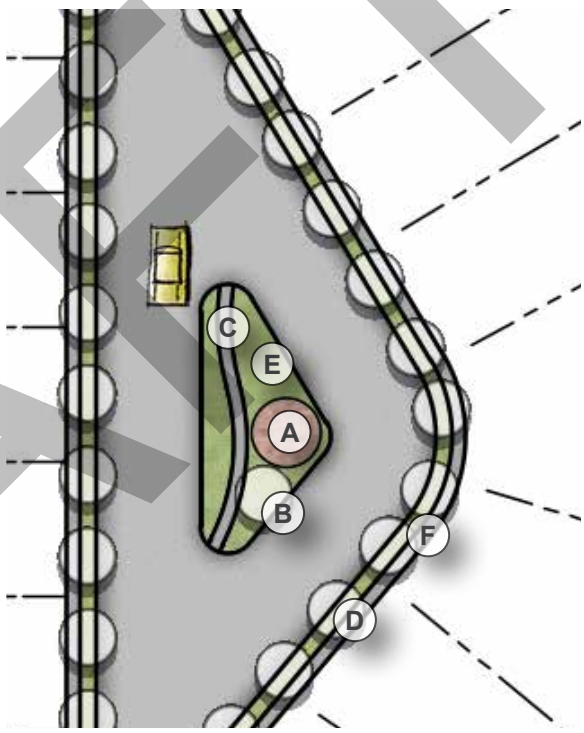
POCKET PARK

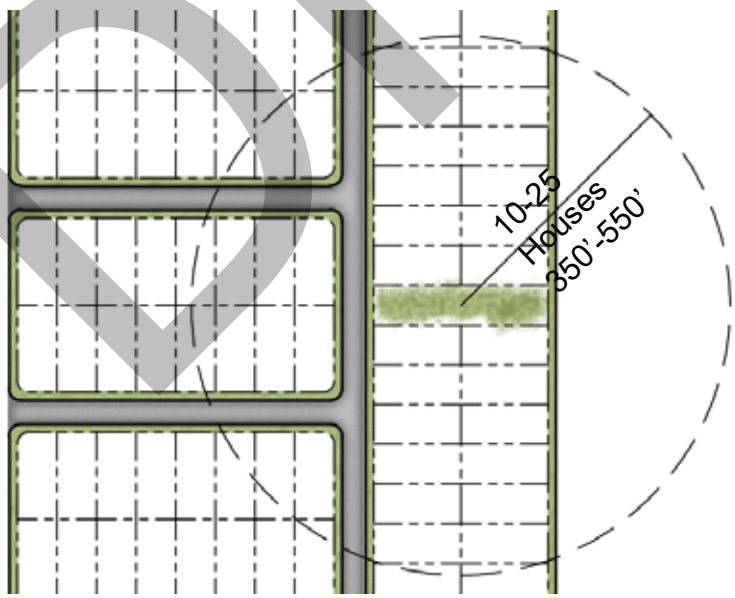
Legend:
- Ⓐ Seating Area
- Ⓑ Canopy Trees
- Ⓒ Pathway
- Ⓓ Parkway Trees
- Ⓔ Lawn
- Ⓕ Neighborhood Sidewalk



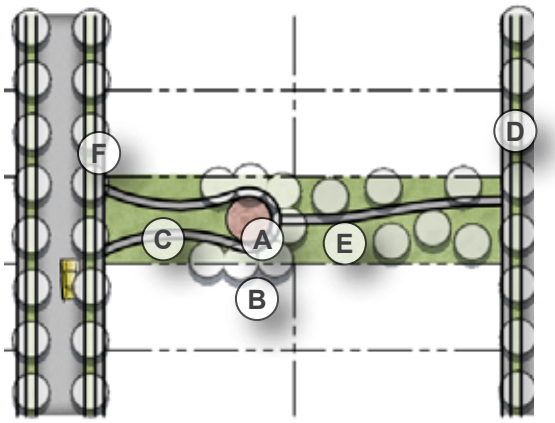
Example B



Example B enlargement



Example C



Example C enlargement

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OPEN SPACE TYPES

PARKLET PARK

Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk
- (G) Play

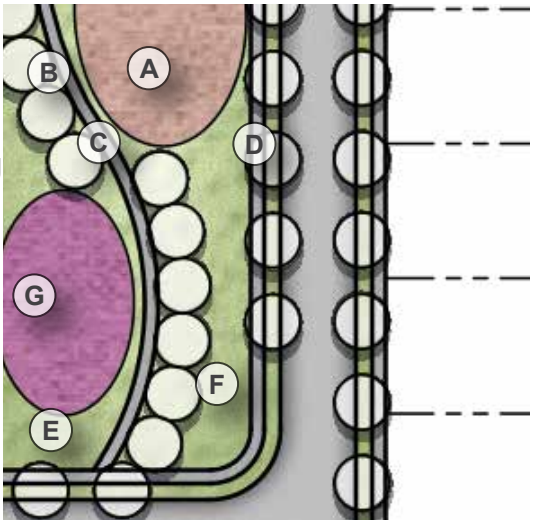
Size: 0.25 - 1.0 Acres
Capture Radius: Walkable for less than a 5 minute walk
# of Users: 25 - 50
Minimum Size Requirements: 10,000 SF Min., 50' at entry point, area shall be contiguous, and calculation may include area that is less than 50' wide but contiguous with the parklet park space.
Mandatory Elements:

- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.
- Turf area for neighborhood events. Ref. Addendum 1 / C : Open Space 3

Additional Elements:Shall include at least 2 of the following.

- At least 1 Play area or tot lot shall be provided for every 100 homes and shall be protected from adjacent streets by planting, low wall, or fencing not to exceed 36" in height.
- Community gardens.
- Provide for a 10' minimum flat surface at the top of the bank suitable for a concrete sidewalk or trail;
- Provide an additional landscape area on the outside of the trail for perimeter trees;
- Perimeter trees shall be planted on the perimeter of the facility at a rate of one large canopy tree for every 50 linear feet;
- Natural stone or brick veneer is required on headwalls, bridges, wall, culverts, retaining walls, and like structures
- Outdoor quality games such as bocce ball, corn hole, chess, connect 4, etc.
- Fire Pit
- String Lighting
- or Comparable element to be approved by Director of Planning

Example A



Example A enlargement

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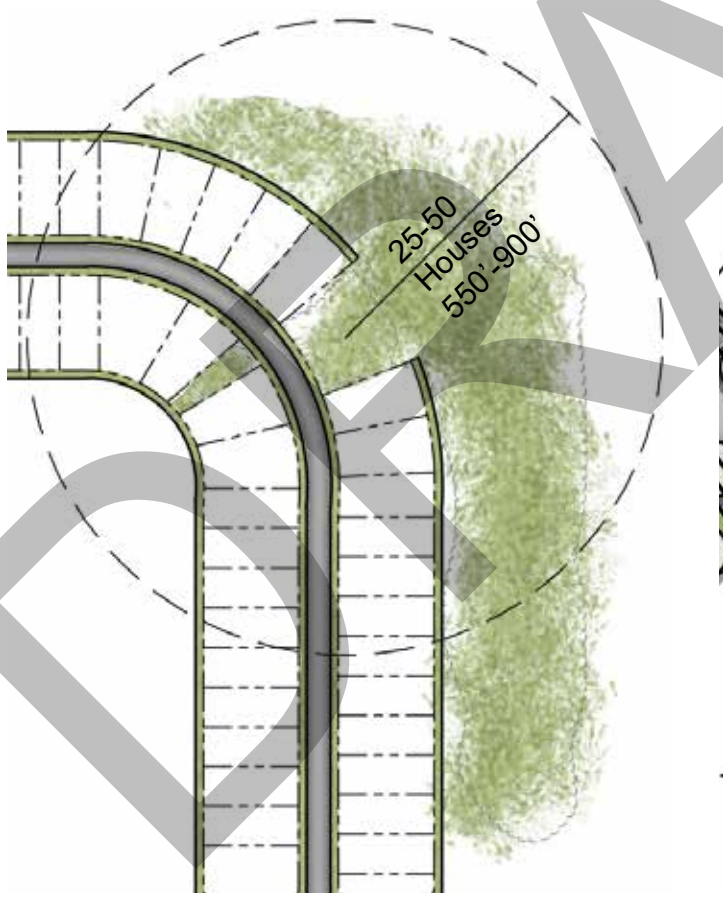
PARKLET PARK

Legend:
- Ⓐ Seating Area
- Ⓑ Canopy Trees
- Ⓒ Pathway
- Ⓓ Parkway Trees
- Ⓔ Lawn
- Ⓕ Neighborhood Sidewalk
- Ⓖ Play



Example B

Example B enlargement

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OPEN SPACE TYPES

NEIGHBORHOOD PARK

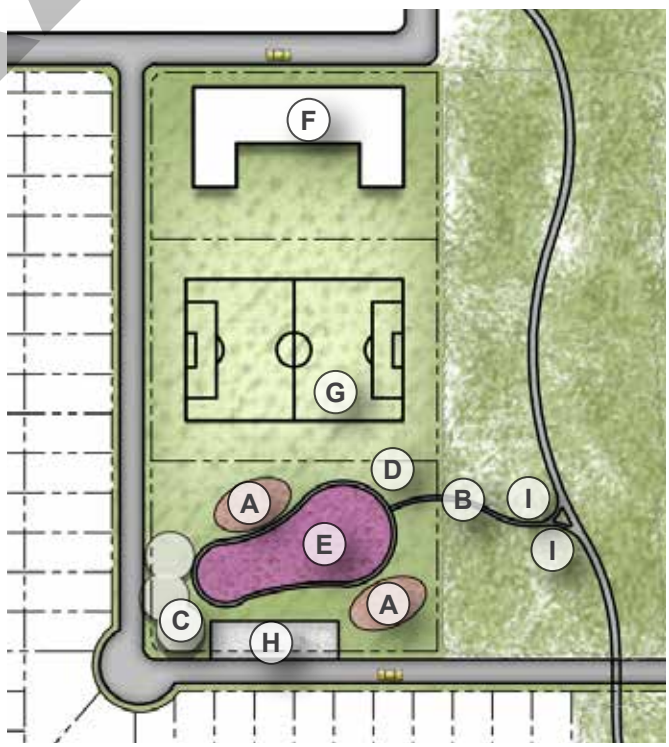
Legend:
- (A) Seating Area
- (B) Pathway
- (C) Canopy Trees
- (D) Lawn
- (E) Play
- (F) School
- (G) City Park
- (H) Parking
- (I) Trail gateway sign

Size: 0.5 - 2.0 Acres
Capture Radius: Centrally located within a 1/4 mile to 1/2 mile distance. Provide multiple neighborhood parks for larger developments. Where applicable, neighborhood parks shall connect to city parks, schools, and/or natural corridors and these elements shall be designed to function well together and form the same space. Neighborhood Park may be surrounded by streets on all sides.
# of Users: 50 - 100
Minimum Size Requirements: 20,000 SF
Mandatory Elements:

- Parking - on-street parking is preferred in order to preserve open space land, off-street is permitted.
- City of Celina trail gateway signage shall be provided where neighborhood parks connect to hike and bike trails.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches, and movable seating.
- Shade - required through trees and shade structures.
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play. The playground equipment shall be made with commercial-grade materal. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. One non-porous shade structure is required. Metal slides are prohibited.
- Play area - protected from adjacent streets by planting, low wall or fencing not to exceed 36” in height.
- Pathways - shall be provided throughout the park, shall connect park elements, shall connect to a neighborhood system of sidewalks or trails, shall be concrete, shall be accessible, and shall be a minimum of 5’ wide.

Additional Elements:Shall include at least 2 of the following.

- Picnic areas.
- Additional play areas or fields.
- Swimming pool or splash pad.
- Fountain.
- Gazebo.



Example A (Preferred)

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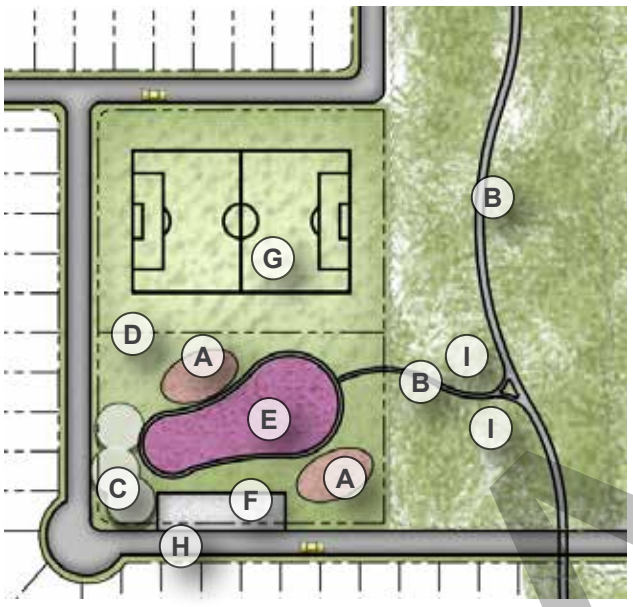
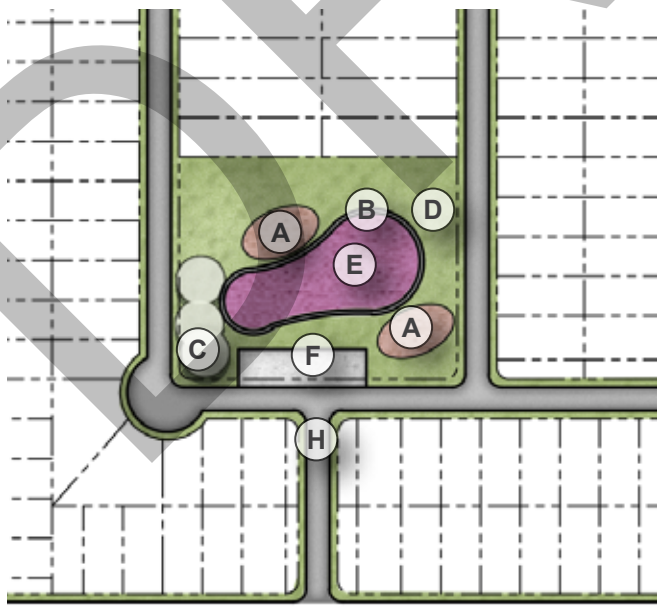
NEIGHBORHOOD PARK



Legend:
- A Seating Area
- B Pathway
- C Canopy Trees
- D Lawn
- E Play
- F Parking
- G City Park
- H Primary Street
- I Trail gateway sign

Example B (Adjacent to city park)



- Centrally located and embedded into the community
- Located at terminus of primary or entry streets where possible

Example C (Embedded in development)

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OPEN SPACE TYPES

AMENITY CENTER

Size: 1.5 Acres +
Capture Radius: Centrally located within a 1/2 mile radius. Where applicable, the amenity center shall be connected to city parks, schools, and/or natural corridors through a neighborhood system of sidewalks or trails. An amenity center shall generally be included as part of the 1st Phase of development, unless otherwise adjusted by an associated development agreement or PD.
Generally, multiple amenity centers are required if a neighborhood is divided by a collector/ arterial, or approximately every 600 lots.

# of Users: Varies per programming
Minimum Size Requirements: 20,000 SF
Mandatory Elements:

- Parking - number of spaces to be determined by amenity center size, on-street and off-street parking is permitted and both may count toward required number of spaces.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches and movable seating.
- Building may be open air or conditioned space.
- Shade - required through trees and/or shade structures.
- At least one shade structure shall have a solid roof to provide full shade
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play. Playground equipment shall be made of commercial grade material. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Play area - protected from adjacent streets by planting, low wall, or open fencing not to exceed 36” in height
- Pathways - shall be provided to connect a neighborhood system of sidewalks or trails. Shall be 5’ minimum, concrete, and must be accessible.

Additional Elements:Shall include at least 2 of the following.

- Picnic areas.
- Additional play areas or fields.
- Swimming pool or splash pad.
- Fountain.
- Gazebo.
- Community Gardens.
- Outdoor quality games such as bocce ball, corn hole, chess, connect 4, etc.
- Hammocks.
- Art.
- Commercial Grade Fitness Equipment.

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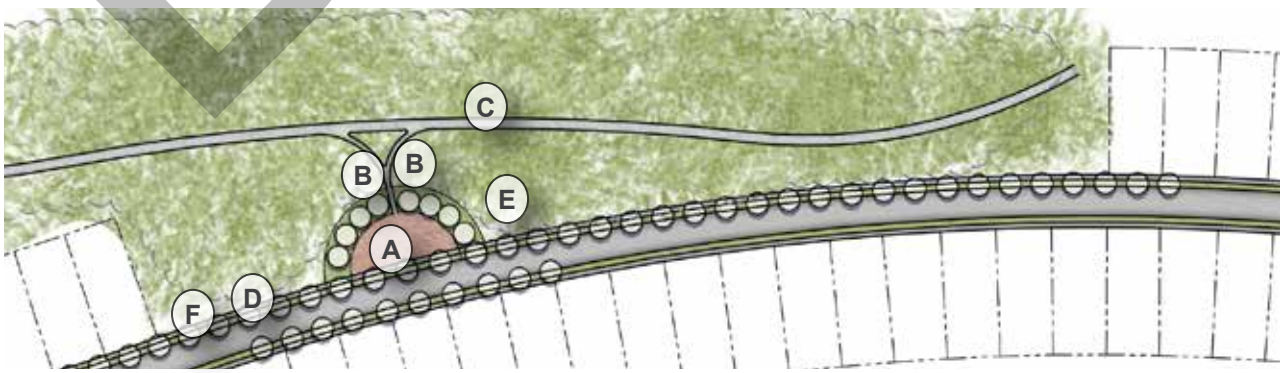
OPEN SPACE TYPES

LINEAR PARK

1. **Natural corridors:** Natural corridors that are not integrated into the development shall not be included in the usable open space calculations. In order to be included in the useable open space calculation the, following requirements shall apply:
   - Limit the number of houses that back to the corridor.
   - For lots or streets adjacent to floodplain and creeks, a minimum of 100’ or 10% of street length, whichever is greater, shall be single loaded with houses facing the floodplain or creek.
   - A trail head connecting to a community or City of Celina trail system, overlook, pocket park, parklet or neighborhood park must be provided to encourage access to the corridor and increase, value to homes facing the corridor. Trail head specification shall follow City of Celina specifications.
   - Floodplain and steep slope areas, such as erosion setbacks, may be counted for up to 50% of the total land designated in this type, provided the design meets the following criteria:
     - 10% of the floodplain and/or steep slope area must be physically usable and provide a minimum 10’ accessible trail that connects to a City of Celina trail system if one is currently or future planned for the area.
     - The 10% area includes a 10’ wide swath on either side of the 10’ trail that is to be maintained for visibility and safety.
     - The 10% area includes preservation of natural zones that create view sheds and natural experiences within close proximity to the trail.
     - Additional improvements to the floodplain and steep slopes area are encouraged and may gain additional density credit per the discretion of the Director.
     - Trail may run parallel to adjacent lots or R.O.W.
     - The 10’ trail may intersect with a 10’ sidewalk located in the R.O.W.
     - Where additional amenities are included, this park type may overlap or be included as an additional park typology.
     - Trail widths may be larger in the Master Trails Plan. If a trail is defined as a spine trail in the in the Trails Master Plan, the entire width of the trail shall be 12’.

Legend:
- Ⓐ Seating Area
- Ⓑ Trail gateway sign
- Ⓒ Trail
- Ⓓ Parkway Trees
- Ⓔ Lawn
- Ⓕ Neighborhood Sidewalk



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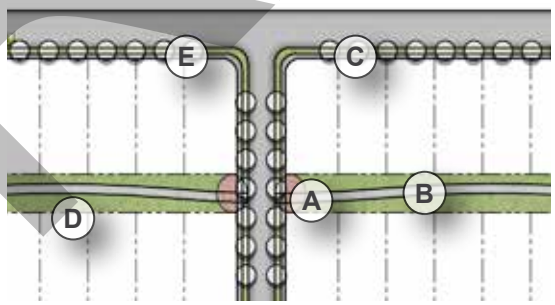
LINEAR PARK

2. **Utility corridor:** Includes gas, electric, rail, and other corridors that are linear in form but restrictive in design elements. These corridors shall be enhanced to the degree that the utility company permits and may be counted toward the open space calculation, provided they are integrated into the development and not treated as “left-over” space. If these spaces are amenitized, they may be counted as part of the 10% of the useable open space allocation.
    - Provide access to the corridor via road crossings, cul-de-sacs, and peek-a-boos.
    - A minimum 10’ wide (12’ wide if identified in the Master Trail Plan) concrete trail shall be provided internal to the corridor. The edge of walk shall be at least 5’ away from the back of adjacent property lines.
    - Trail shall meander through the corridor to reduce monotony and increase areas of interest.
    - Enhanced planting areas shall be provided along the trail corridor as permitted by the utility company.
    - Where enhanced planting areas are not permitted, an additional 10’ landscape easement shall be provided on each side of the easement and shall include shade trees at a rate of 1 tree for every 40 linear feet of walk. Trees may be clustered in natural formations, staggered on either side of the walk, or spaced evenly along the walk. Trees shall be irrigated.
    - Trail heads with accent planting and signage shall be located at street intersections or corridor entry points.
    - Access to the trail shall be permitted from adjacent properties.
    - The rear of the lots adjacent to the utility corridor shall have open fencing.



Legend:
- (A) Seating Area
- (B) Trail
- (C) Parkway Trees
- (D) Lawn
- (E) Neighborhood Sidewalk

Map data: Google, Maxar Technologies

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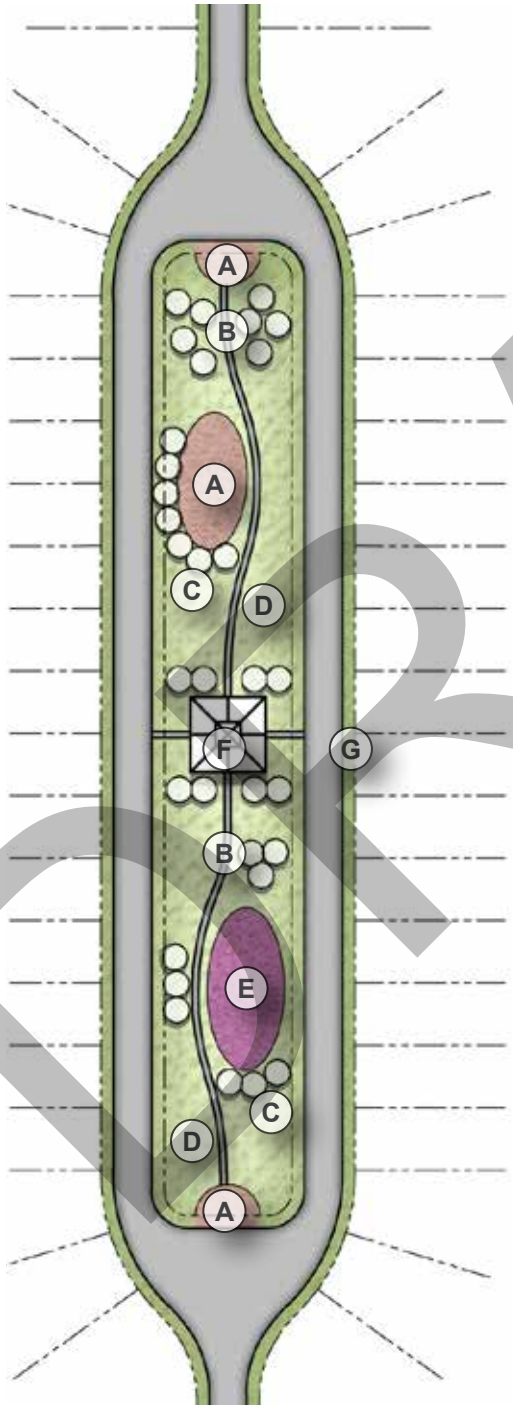
OPEN SPACE TYPES

LINEAR PARK

3. **Designed linear park:** These parks are specifically designed to be integrated into the community and connect to the City of Celina trails system.
   - Limit the number of houses that back to this corridor.
   - Where possible, The front facades shall face onto the park.



Legend:
- Ⓐ Seating Area
- Ⓑ Pathway
- Ⓒ Canopy Trees
- Ⓓ Lawn
- Ⓔ Play
- Ⓕ Shade
- Ⓖ Neighborhood Sidewalk

Celebration, FL

Map data: Google, Maxar Technologies

Mandatory Elements:
- Parking - on-street parking is preferred in order to preserve open space land, off-street is permitted.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches, and movable seating.
- Shade - required through trees and shade structures.
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Play area to be protected from adjacent streets by planting or low wall, open fencing not to exceed 36” in height.
- Pathways - shall be provided throughout the park, connect park elements and connect to a neighborhood system of sidewalks or trails. Shall be concrete, accessible and 5’ wide.

Additional Elements: Shall include at least 2 of the following.
- Picnic areas
- Festoon lighting
- Enhanced planting
- Enhanced paving
- Additional play areas or fields
- Fountain
- Gazebo

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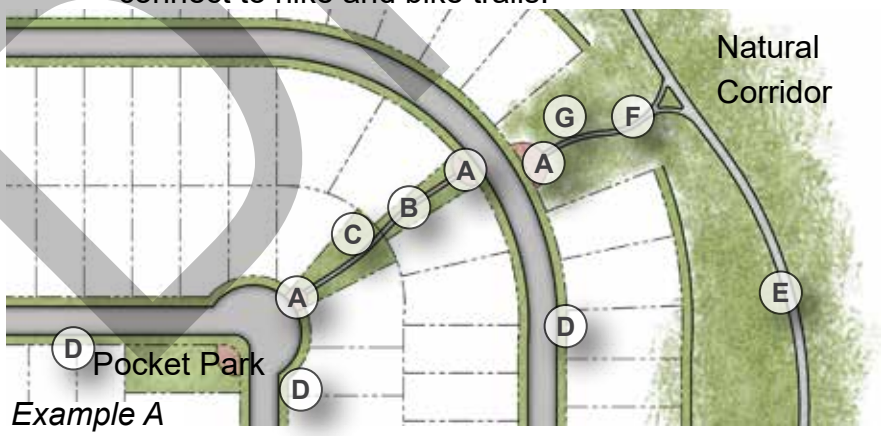
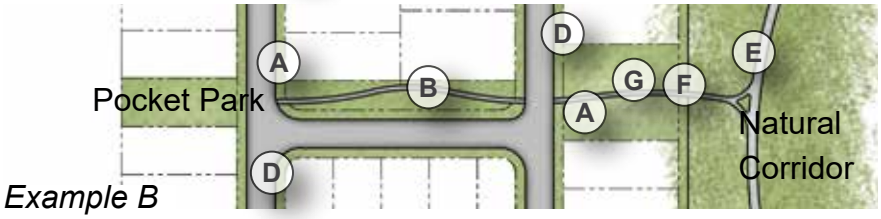
LINEAR PARK

4. **Trail connectors:** These elements are intended to provide safe connection between open space elements, parks and trails, and may be counted as open space if the following is provided:

- Safe and well lit environment.
- Minimum 20’ wide corridor.
- Minimum 5’ wide sidewalk may meander through the space but shall not be closer than 5’ to an adjacent property line.
- Where spine trails are identified on the Trails Master Plan, the trail shall follow the specifications of the Trail Master Plan and shall be a minimum of 12’ in width.
- Internal access connection walks shall be provided and shall be 5’ minimum in width when connecting a trail to a 5’ wide neighborhood walk. When connection to a spine trail, this connecting trail shall be increased to 8’ in width.
- Where future trails are not yet built, connecting trails shall be stubbed out to meet future trail build-out.
- Multi-use trails shall follow recommendations of the Trails Master Plan and shall be no less than 10’ in width.
- The area outside of the sidewalk shall contain 50% enhanced planting (ornamental or canopy trees) other than sod or ground cover. Native grasses and/ or wildflower seeding count toward this calculation.
- Trees or shade along the trail shall be provided to create 50% shade coverage for the walkway.
- Signage at entry - That corresponds with the overall project signage in material and design intent shall follow City of Celina standards and include the following language:
  - Identification of trail safety markers as provided by the City of Celina
  - Identification of trail destination or intersection point
  - Identification of trail entrance
  - City of Celina trail gateway signage shall be provided where neighborhood parks connect to hike and bike trails.



Example A



Example B

Legend:
- (A) Trail entry
- (B) 6’ walk
- (C) Planting
- (D) Neighborhood Sidewalk
- (E) 12’ spine trail
- (F) 8’ walk
- (G) Trail gateway sign

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OPEN SPACE TYPES

DETENTION POND

A detention or retention pond area may count toward open space calculations if they are designed to be used during non-flood events. The useable area of the detention open space shall be located outside of the flooding zone in areas that provide viewing to the pond area. Areas with a 6:1 slope or less may be counted as useable open space if they contain the following:

Ⓐ Seating with shade.
Ⓑ Enhanced planting.
Ⓒ Lighting in the non-flooding zones.
Ⓓ Coordinated street tree planting with adjacent streets.
Ⓔ Looping trail around pond that provides access to elemnts in the flooding zone, if applicable. Pathway shall be concrete and a minimum 5’ in width, depending on the size of the pond, as determined by Staff.

- Provide a 10’ flat surface at the top of the bank suitable for a concrete sidewalk or trail;
- Provide an additional landscape area on the outside of the trail for perimeter trees, planted at a rate of one large canopy tree for every 50 linear feet;
- Natural stone or brick veneer is required on headwalls, bridges, walls, culverts, retaining walls, and like structures taller than 6” in height.

Ⓕ Flooding zone may be designed to provide practice fields and neighborhood events in non-flood times.
Ⓖ Additional improvements may gain a “Density Bonus” per the discretion of the Department of Development Services.

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Reference page 36 for key labels

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SCREENING

In order to mitigate the adjacency of perimeter collector and arterial roadways, the following conditions shall be met:

1. All perimeters of residential subdivisions, including alleys, adjacent to a ROW that is 60' or wider shall provide an HOA landscape buffer with quality landscaping and plantings along with an 8' masonry wall, also owned and maintained by the HOA. The width of landscape buffers, along with associated landscaping and sidewalks, shall be as detailed in the Zoning Ordinance or Subdivision Ordinance.
2. Decorative metal fencing (with masonry columns and associated landscaping) may be provided in lieu of the masonry wall along open spaces, floodplains, cul-de-sacs, and U-shaped streets.
3. In lieu of decorative metal fencing outlined in #2 above, berms with associated landscaping and trees may be installed, with slopes appropriate for maintenance and vegetation.
4. Where collectors or arterials are adjacent to floodplains or large expanses of open space, no perimeter screening device is required.
5. Wood fencing is allowed along neighborhood streets within the development, with the smooth side facing out, and with enhanced fencing (cedar, board-on-board with decorative cap) on corner lots and side yard returns between homes.

Ref. Addendum 1, D : Screening

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GIFTS TO THE STREET

Gifts to the street are those elements that help to create an environment that encourages neighborhood interaction. These elements may count toward the 4 elements required in the architectural section of the Zoning Ordinance, and include but are not limited to:

1. Front porches
   - May encroach into the front setback up to 10' provided there is a minimum 5' of front yard space from the back of side walk to the front facing facade of the porch.
   - Minimum front porch size is 60 SF and shall met the standards set forth in the Subdivision Regulations.
   - Minimum front porch depth is 5'.

2. Front stoops
   - May encroach into the front setback up to 5'.
   - For townhomes and patio homes, this distance may be reduced to 3' from the back of sidewalk to the first riser of the stoop.
   - May be inset into the building or covered with an architectural feature or awning.

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3. Architectural accents on the front facade
    - Refer to the Zoning Ordinance

4. Front gardens
    - The incorporation of enhanced plant material elevates the pedestrian experience along the street. These are highly encouraged to be provided at both the foundation of the home and at the edge of the sidewalk where possible.

5. Elevated front yards
    - Steps from street are encouraged where topography permits.

6. Front yard fences
    - May be viewed as gifts to the street, reference Fencing section in this document.

Architectural accents

Front Gardens

Front yard fence

Elevated front yard

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A : ENTRY CONDITIONS

- At least one primary entry (a divided entrance, typically in association with a median break) shall be considered a Celebratory Entry and shall include the following:
  - Design of the entry boulevard shall include a divided entry with a central median.
  - The Celebratory sign may be located inside of the right of way within the central median, and outside of any visibility triangles with permission from the Director of Planning and Engineering.
  - Enhanced planting shall be provided at the front of the sign and on both sides of a 2- sided sign to the back of curb. Enhanced planting shall extend to either side of the right-of-way and contribute to a unified vision for the entry.
  - Signage shall be illuminated at night.
  - A minimum of 2 decorative elements shall be provide and may include
    - Towers
    - Architectural elements
    - Architecturally enhanced guard houses
    - Ornamental metal gates/gate like structures or fencing that provides accent
    - Fountains
    - Art
    - Retaining walls
    - Decorative columns
    - Decorative planters
    - Other elements as approved by the Director of Planning
  - Branding/ theme of neighborhood and/or Celina shall be incorporated

Map data: Google, Maxar Technologies

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B : MEWS STREETS

- Units that are rear loaded shall have an addressing wayfinding sign located at the alley entrances for fire fighting purposes and shall comply with the following:
  - May be mounted on the building or freestanding.
  - Shall be well lit at night.
  - Shall fit the architectural style of the building it serves.
  - If free standing, shall be monument style and landscaped in such a way that the landscape does not block the sign information
  - Shall have a stone or brick base
  - Decorative metal that fits an approved motif.

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C : OPEN SPACE

1. A larger percentage of open space shall be located internal to the development to encourage use of the space by the residents.
2. Areas with significant topography and/or steep grades may be counted toward the open space calculation, if the area that is too steep for normal recreational use is modified through the use of terracing, walkways with accessible routes, and amphitheater style seating. Other types of modifications may be utilized with approval of the Director of Planning.
3. To improve the use of these spaces: The following shall be provided in addition to the requirements of the base zoning.
   - 20% of the total area of the HOA lot shall be enhanced landscape
   - Shall include a minimum of 4 canopy trees located to provide shade for the seating area if no built structure is provided.
   - Shall include a minimum of 6 ornamental trees.
   - Seating areas shall be designed to promote conversational seating and located to provide an enhanced viewing experience that is not focused on the street, but focused on a view shed, sculpture, planting area or other enhancement.
   - Where a trail is provided within an openspace canopy trees shall be provided at a rate of 1 tree for every 40 linear feet of trail. This may be reduced if the trail meanders through or adjacent to existing tree canopy providing adequate shade protection.

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D : SCREENING

To reduce a “tunnel” affect along thoroughfares adjacent to development the following shall be considered:

1. Utilize u-shaped, single loaded streets or cul-de-sacs adjacent to the landscape buffer.
    - U-shaped and cul-de-sacs that open to the landscape buffer do not require a screen wall or screen fence.

Map data: Google, Maxar Technologies

Map data: Near Maps

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2. The following table represents the types of acceptable screening and landscape requirements within the required landscape buffer. Reference the Zoning Ordinance for specifics related to plant spacing and material.

Screen fence	Canopy Tree Requirement	Ornamental Tree Requirement	6' tall evergreen shrub Requirement	** % Enhanced planting
Masonry Wall	*1 per 40 linear feet	*1 per 40 linear feet	Encourage	50% of the length of screen wall shall have a bed of shrubs and ground cover
Wrought Iron or Tube steel; masonry columns per code	1 per 40 linear feet	1 per 40 linear feet	Where screening is required, as determined by Staff, a min. 6' evergreen opaque shrub row is required	25% of the length of screen wall shall have a bed of shrubs and ground cover
Where u-shaped or cul-de-sac no wall is required	1 per 40 linear feet	1 per 40 linear feet		50% of the length of landscape buffer shall have a bed of shrubs and ground cover

* Ref. the City of Celina zoning ordinance

3. Berms are encouraged within the required landscape buffer per the following:
   - Shall be a minimum of 3' tall.
   - Side slopes of berms shall not exeed 25% and shall be easy to maintain.
   - Consideration shall be given to the vertical and horizontal alignment of sidewalks that intersect with or weaves between berms.

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E: RESIDENTIAL STREET

Planting along residential streets shall follow the standard below:

Master Planned Communities Phase 1 platted prior to Nov. 10, 2020

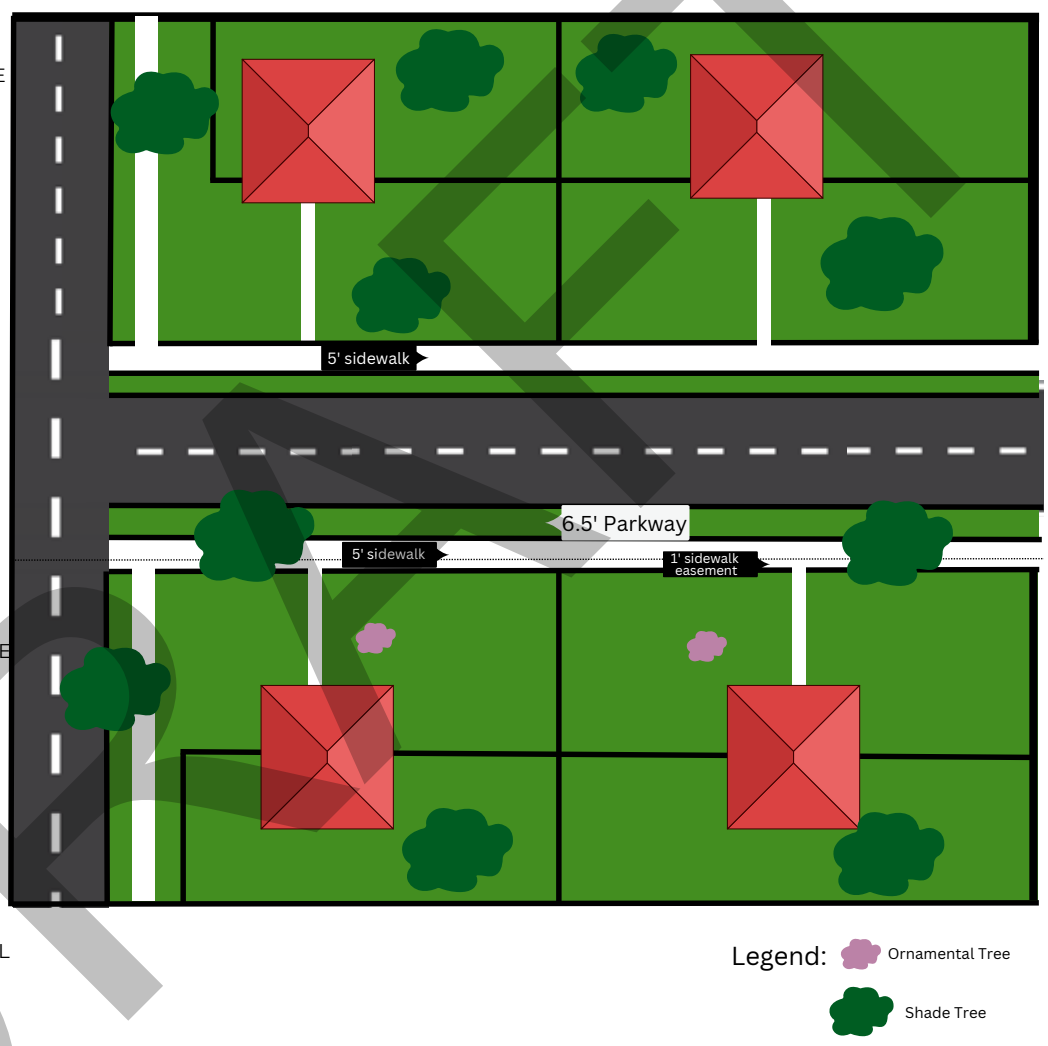
Old Standard

- 2 TREES (AT LEAST 1 IN THE FRONT YARD)
- FOR CORNER LOTS, 1 ADDITIONAL TREE PLANTED ON THE SIDE FACING THE STREET

Master Planned Communities Phase 1 platted after Nov. 10, 2020

New Standard

- 2 TREES (AT LEAST 1 IN THE FRONT PARKWAY)
- FOR CORNER LOTS, 1 ADDITIONAL TREE PLANTED WITHIN THE SIDE PARKWAY
- ORNAMENTAL BETWEEN HOUSE AND SIDEWALK



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Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Drew Jenks
Date:	March 7, 2024
Re:	Doe Branch expansion contract with UTRWD

Action Requested:
Discussion regarding the contract with UTRWD for Doe Branch Water Reclamation Plant. (Brawner)

Background Information:
Upper Trinity Regional Water District (UTRWD) serves as a regional water and wastewater collection and treatment provider. The Doe Branch plant treats wastewater for the City of Celina (City), Town of Prosper, Elm Ridge Utility District, and Mustang Special Utility District (MSUD). These three entities are considered the Participants. As the Participant's populations have continued to grow, the Doe Branch Water Reclamation Plant (DBWRP) has reached and exceeded the TCEQ 75/90 rules for plant capacity. Flows to the DBWRP have surpassed the 75% of treatment capacity rule (the next phase of the plant's expansion must be in design) and are currently surpassing the 90% mark (the next phase of the plant's expansion must be under construction).

Due to similar population growth by the Participants, the DBWRP was recently expanded from 2.0 MGD to 4.0 MGD. This expansion was substantially completed in late 2021. The City has a current subscribed treatment capacity of 1.385 million gallons per day (MGD) and is currently sending approximately 2.1 MGD to DBWRP. Table 1 summarizes the average daily flow for the last five years.

Table 1: Average Daily Flow

Year	Average Daily Flow (MGD)
2020	0.92
2021	1.09

2022	1.33
2023	1.79
2024	2.47*

*January 2024 average

Staff has been meeting monthly with UTRWD since 2020. In 2021, UTRWD and staff started discussing flow trends and projected wastewater flows. In May 2021, staff discussed with UTRWD the need for an increase of capacity to 3.35 MGD by 2025. The City was notified by UTRWD that they were in the permitting process to amend the plant's rated total capacity to 20 MGD. In June 2021, UTRWD received comments from TCEQ for the plant rating of 20 MGD.

No costs were provided by UTRWD at this stage because the plan was still in design. The Legacy Hills plant cost the city $33M for a 0.95 MGD plant or about $35/gallon. With that value, city staff projected the cost of an additional 8 MGD for DBWRP at ~$280M to be divided between the three participants – Celina, Prosper, and Mustang. Staff projected Celina's cost to be 1/3 of the total cost at about $70M. Staff also projected Celina's portion of the pipeline construction cost at $10M for a total Celina investment of about $80M.

The monthly meetings continued in 2022. UTRWD received TCEQ approval for the amended DBWRP permitted capacity to 20 MGD in February 2022. This permit allowed for a plant expansion beyond the previous permit limit of 5.225 MGD. UTRWD began requesting updated flow projections from the Participants in June of 2022. UTRWD awarded a task order for planning and preliminary design services at the September 2022 Board Meeting. City staff understood the DBWRP plant was to expand to 6 MGD. Costs for the trunk line and DBWRP expansion were not provided in 2022 since the projects were in preliminary design and planning. At the end of 2022, staff was still under the impression the projected cost was ~$80M.

DBWRP Participants met in January 2023 to discuss the flow projections and current flows. UTRWD awarded the final design, CMAR services and construction phase services task order at the February 2023 Board Meeting. UTRWD awarded the preliminary CMAR services contract at the June 2023 Board Meeting. The trunk line from DBWRP to the junction structure near Fishtrap Road was included with the plant expansion in one CMAR project (NE System Expansion). After analyzing the flow projections provided by the Participants, UTRWD determined the best approach would be to design an 8 MGD expansion (plant capacity from 4.0 to 12.0 MGD).

In January 2023, UTRWD provided the engineer's opinion of probable construction cost (OPCC) that estimated a $150M construction cost which included the CMAR fee. Celina's portion of the proposed 8 MGD plant expansion was still 2 MGD; therefore, Celina's proportional cost was estimated to be $37.5M subscribed (25% of the plant construction). An additional $20M was projected for the construction of the trunk line. Since both construction estimates were carrying a contingency, staff was comfortable with the $50M construction estimate. The $50M estimated cost was also included in the recent utility rate study.

In April 2023, Celina notified UTRWD that the City would subscribe to 2 MGD with the expectation that the City would need additional capacity in the future. The preliminary plant expansion schedule was to complete 90% design by December 2023 and finish construction by June 2027. In August 2023, UTRWD verified the City would subscribe to 2 MGD of the designed 8 MGD expansion. The Participants in the expansion were still Celina, Prosper, and MSUD.

In September 2023, MSUD made the decision to withdraw from the Doe Branch plant and expand the Sandbrook plant due to cost. The City met with MSUD about the possibility of participating in an expansion to the Sandbrock plant located off FM 1385. Staff evaluated this option; however, to redirect 2 MGD from Doe Branch would require the acquisition of over two miles of easements from vested property owners, the installation of almost three miles of pipe, over 20 manholes, and at least one and possibly two lift stations. Based on the City's engineer's estimate, the projected construction cost to redirect 2 MGD of flow would be approximately $20M. This cost did not include easement acquisition costs or the plant expansion cost of ~$70M. In order to pump the remainder of future growth for the Doe Branch basin (~12.5 MGD), the cost was projected near $100M due to larger pipes and much larger lift stations. This estimate did not include plant expansion construction costs. As a result, the City decided not to pursue this option.

Staff met with UTRWD on multiple occasions from September 2023 to December 2023 and reiterated that 2 MGD worth of treatment capacity was all the subscribed capacity the City intended to take. The contract between UTRWD and the City states that unsubscribed capacity is shared by all the Participants in the expansion project. With an 8 MGD plant, there would have been 4 MGD of unsubscribed capacity in the 8 MGD plant that would have been shared between Celina and Prosper (2 MGD each). After much discussion, UTRWD agreed to consider a reduction in the expansion capacity from 8 MGD to 4 MGD. Based on current flow trends, a plan was developed to design the 8 MGD plant but build it in two, 4 MGD phases. Celina requested the 2 MGD subscription, and Prosper maintained their 2 MGD subscription request as well.

In November 2023, staff received the 30% estimated construction cost from UTRWD at an amount of $187M. The increased estimate resulted in Celina's proportional cost increasing from approximately $50M to approximately $90M. Based on the significant increase in cost, staff worked with UTRWD to evaluate alternatives to reduce the overall cost of the project. The most feasible engineering solution is to break the overall 8 MGD expansion into two, 4 MGD phases. Further, UTRWD provided updated cost estimates which increased the projected cost of a single phase, 8 MGD to approximately $245M (including design cost, UTRWD overhead cost, CMAR cost, and construction cost for both the plant expansion and the necessary trunk line). Breaking the project into two, 4 MGD phases resulted in a revised cost estimate of $272M.

The UTRWD Board of Directors approved the contract amendment to proceed with the plant expansion at its February 1, 2024 meeting. Following the February 1 UTRWD Board meeting, representatives from UTRWD attended the February 13, 2024 Celina City Council meeting to brief the Council about the project cost increases and answer questions. Based on the presentation, Council had several outstanding questions. These questions are addressed in the attached presentation. Some of the Council's outstanding questions will also be addressed in the executive session of the March 7, 2024 Council meeting.
UTRWD is requesting the contract amendment between the City of Celina and UTRWD be executed as quickly as possible due to flows beyond the TCEQ 90% rule being sent to DBWRP. UTRWD has received a notice of violation from TCEQ for exceeding the plant permit capacity. The primary points of the contract amendment are as follows:

- The City will be obligated for its proportional share of costs for the design of the full 8 MGD expansion.
- The City will be obligated to pay its proportional share for its initial 2 MGD subscription, as well as its share of capacity in the potential second phase of the expansion.

- The Doe Branch trunk line from Doe Branch Plant to approximately Fishtrap Rd. will occur simultaneous to the expansion of the plant.
- Construction of the potential second phase (4 MGD) would commence when the DBWRP's flows exceed 75% of the plant's total capacity.

Staff is seeking Council's feedback and direction regarding moving forward with the contract amendment.

Legal Review:
The City's legal team is reviewing the contract. A final contract has not been approved.

Supporting Documents:
1. Doe Branch Expansion 03.01.24

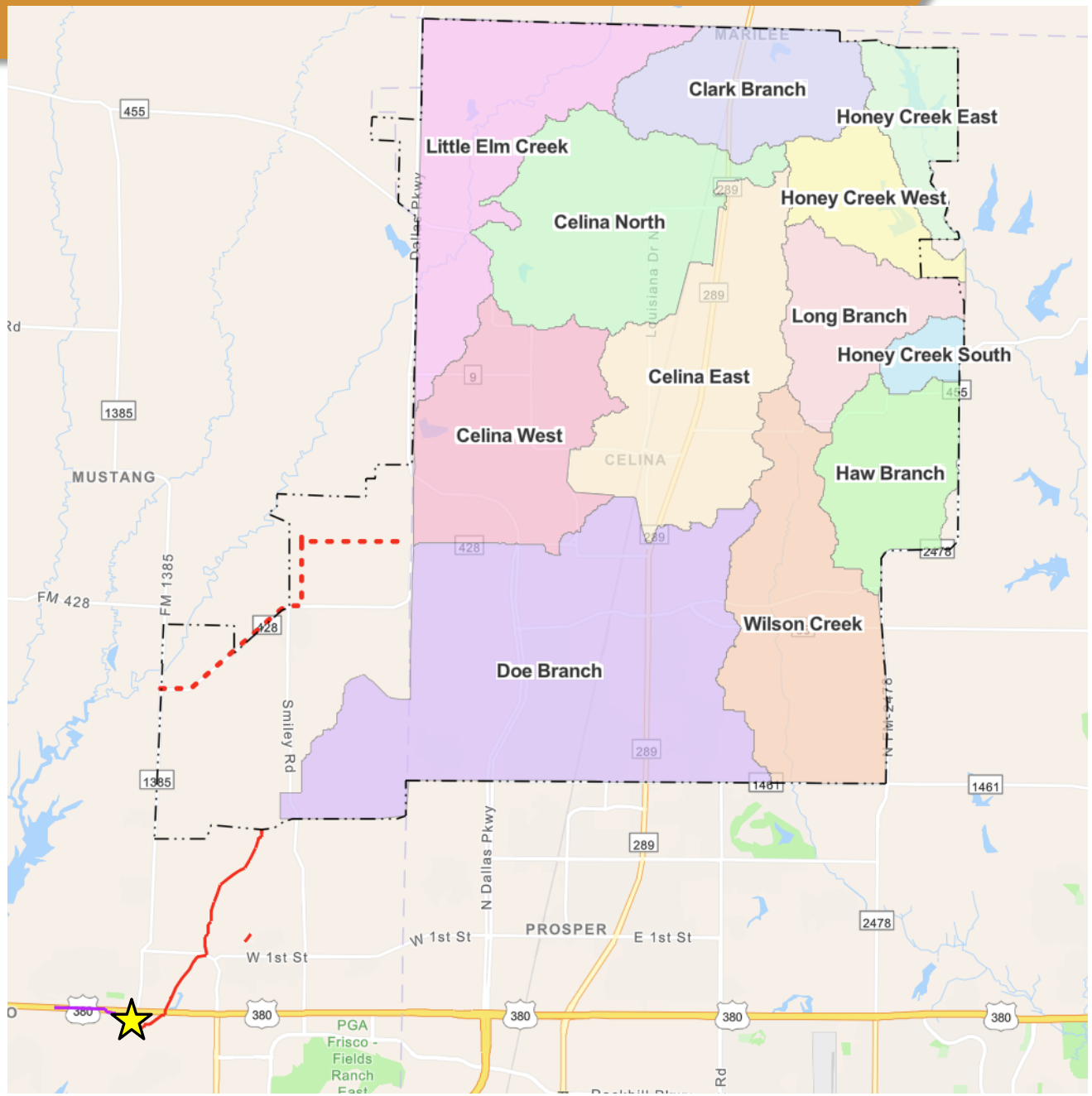
Financial Consideration:
NA

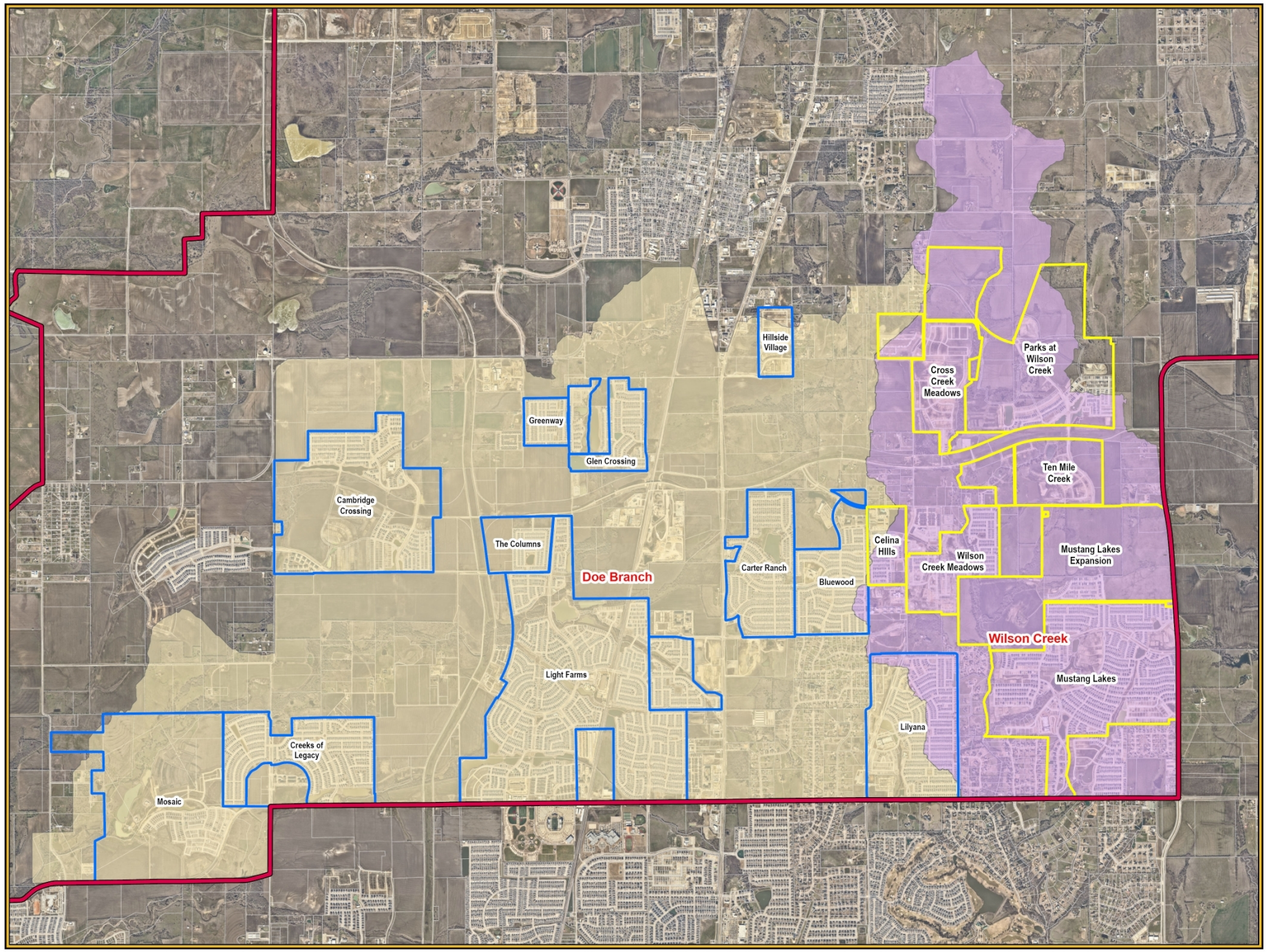
Staff Recommendation:
NA

Discussion regarding UTRWD Doe Branch Expansion

BACKGROUND INFORMATION

Doe Branch Water Reclamation Plant


Clark Branch
Honey Creek East
Little Elm Creek
Celina North
Honey Creek West
Long Branch
Honey Creek South
Celina East
Celina West
Haw Branch
Wilson Creek
Doe Branch
MARILEE
CELINA
MUSTANG
PROSPER
FM 428
FM 1385
Smiley Rd
N Dallas Pkwy
W 1st St
E 1st St
PGA Frisco - Fields Ranch East



CELINA TEXAS est. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Parcels
- Doe Branch Subdivisions
- Wilson Creek Subdivisions

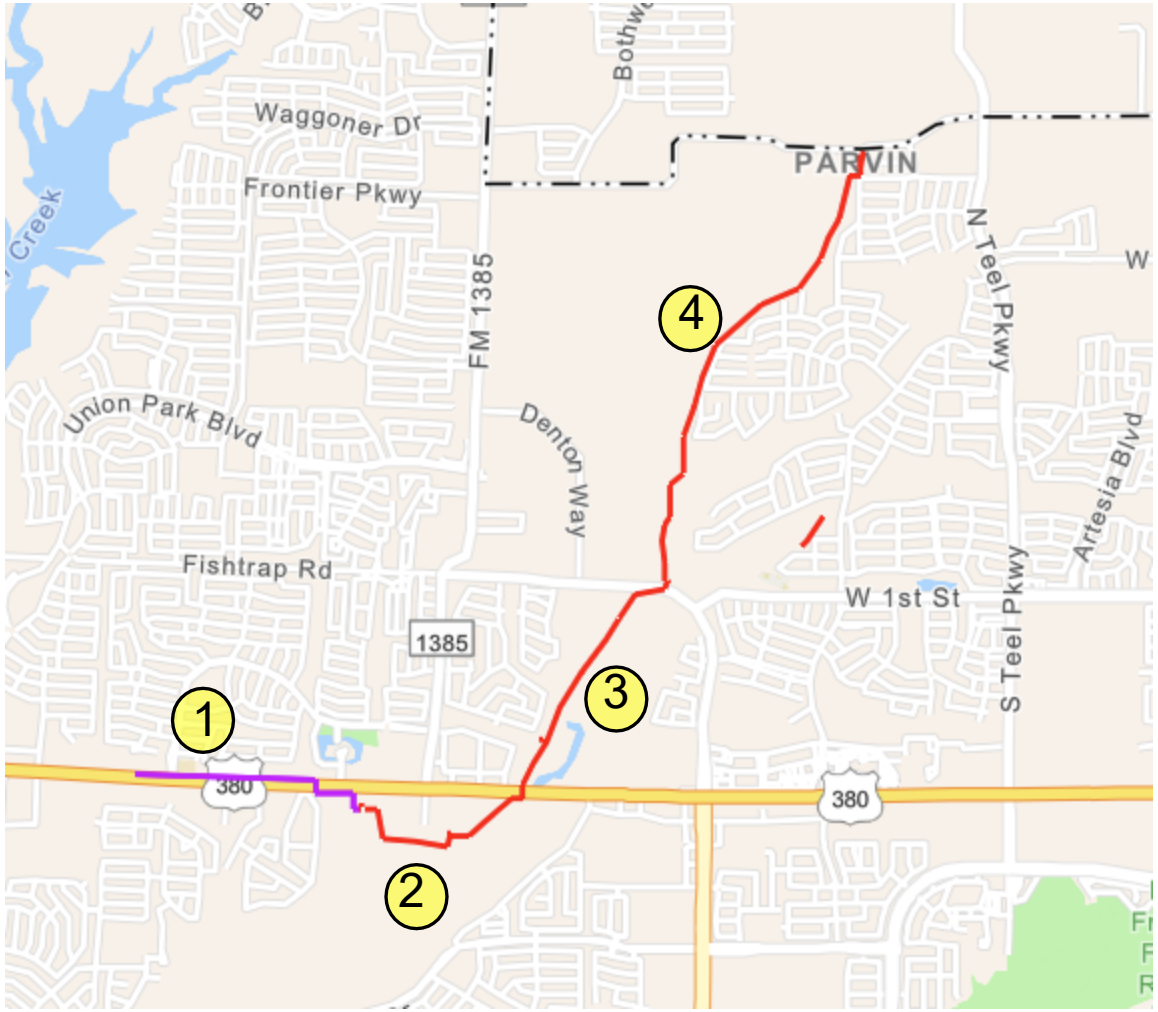
Basin Name

- Doe Branch
- Wilson Creek

N W E S

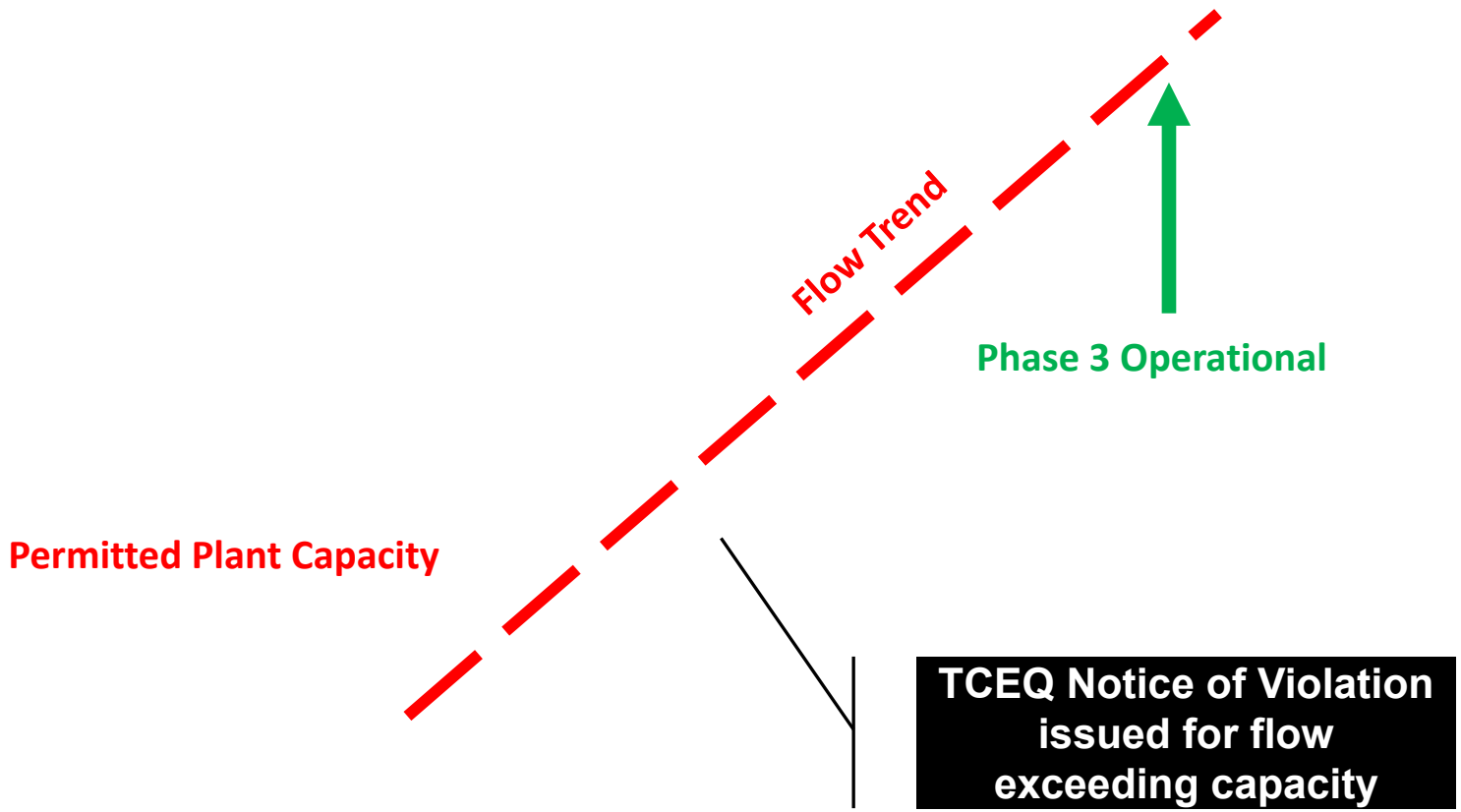
0 2,000 4,000 Feet

2/12/2024



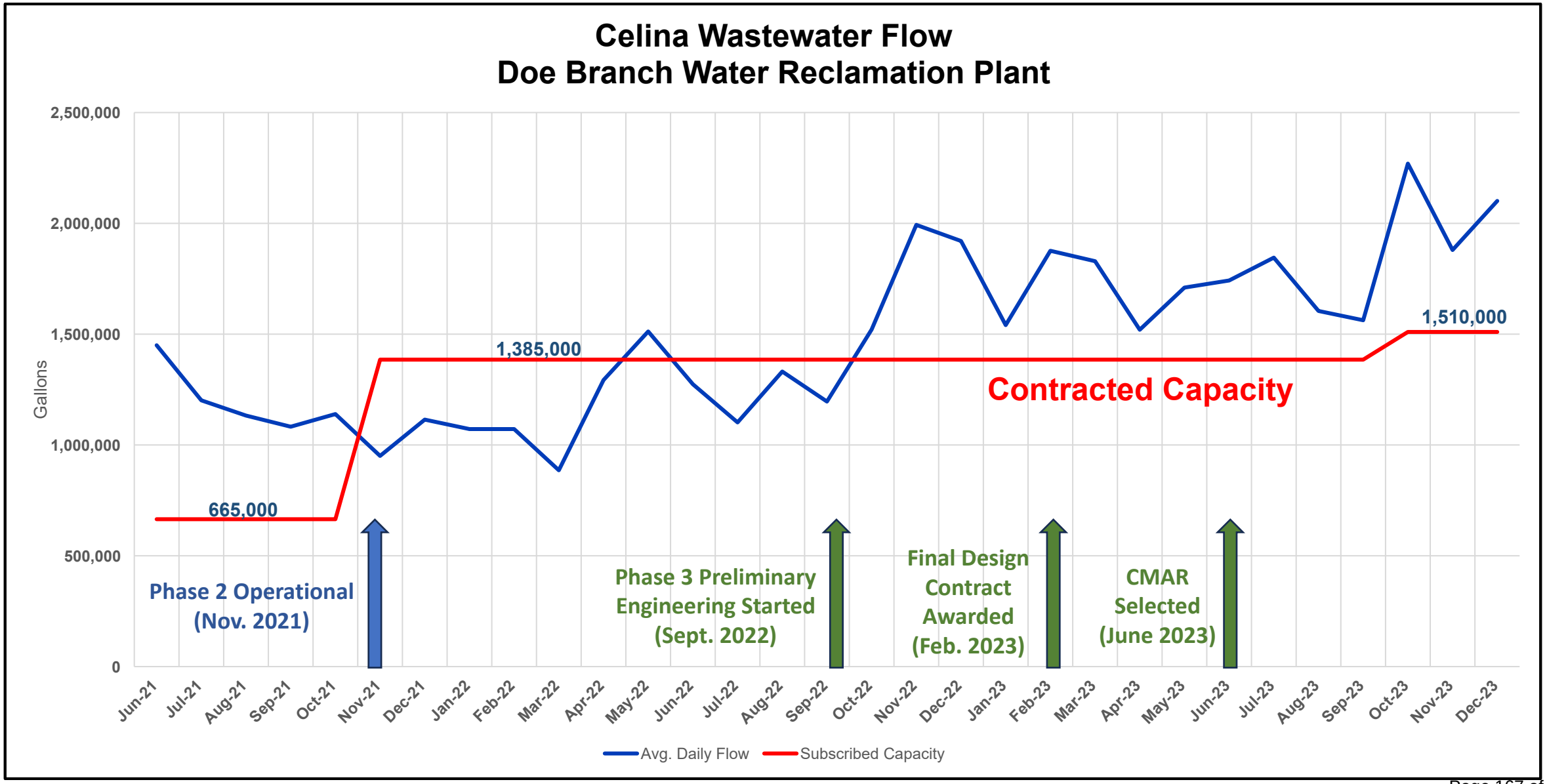
#	Project	$
1	US 380 Relocation	$200k $4.6M total
2	Doe Plant Expansion	$210M (Celina $105M)
3	Doe Branch Interceptor US 380 – Fishtrap (~1.46 mi)	~$30M (Celina $15M)
4	Parvin Interceptor Fishtrap to Parvin (~1.9 mi)	Cost TBD Future project

Doe Branch WRP flows & trends



UPPER TRINITY
REGIONAL WATER DISTRICT

Doe Branch WRP - - Celina flows



PROJECT COST

Doe Branch Water Reclamation Plant

Doe Branch WRP expansion budget estimates

Description	Conceptual Estimate (8.0 mgd)	CMAR 30% (8.0 mgd)	CMAR 30% Phase 3A (8.0 mgd phased)	CMAR 30% Phase 3B (8.0 mgd phased)
AACE Estimate Class	4	3	3	3
Direct costs	$ 74,524,302	$ 136,284,270	$ 105,651,332	$ 44,050,577
Indirect costs	$ 72,237,174	$ 50,162,138	$ 38,887,075	$ 16,213,691
Estimated construction cost	**$ 146,761,476**	**$ 186,446,408**	**$ 144,538,407**	**$ 60,264,268**
Engineering & PM	-	$23,446,146	$30,949,584	
Total Cost (8.0 MGD)	**-**	**$209,892,554**	**$235,752,259**	

Notes:

1) OPCC is before design and without plans and specs
2) Based on 30% design plans

UPPER TRINITY REGIONAL WATER DISTRICT

Wastewater treatment construction costs

Project	Estimate or Award Date	Construction Cost ($)	Design/ Expansion capacity (mgd, AADF)	Unit construction cost ($ / gallon)	Comments
Bids					
The Colony Stewart Creek WWTP Expansion Ph. 1 + 2A	2015 2020	$30,329,266 ($17,797,000 +$12,532,226)	0.9	$ 33.70	Expand from 3.6 mgd to 4.5 mgd and new dewatering facility in phases
NTMWD Sister Grove WWRF	2020	$368,192,252	16	$ 23.01	CMAR including fees, EBPR process similar to DB
Celina Legacy Hills WRF	2023	$33,051,795	0.95	$ 34.79	SBR does not have clarifiers
Estimates					
Hutto WWTP	2023	$143,654,226	6	$ 23.94	90% CMAR cost model
UTRWD Doe Branch WRF Ph. 3	**2023**	**$186,446,408**	**8**	**$ 23.31**	**CMAR 30% including fees, New plant with dewatering**
UTRWD Doe Branch WRF Ph. 3A	**2023**	**$144,538,407**	**4**	**$ 36.13**	**Similar outcome as the Colony, overall cost increases**

UPPER TRINITY
REGIONAL WATER DISTRICT

COST ALLOCATION OF PROJECT

- Single Phase - $209.9mm
  - Celina – $104,946,277
  - Prosper – $104,946,277

- Two Phase - $235.8mm
  - Celina – $117,876,130
  - Prosper – $117,876,130

- Trunk Line - $30.0mm
  - Celina – $15,000,000
  - Prosper – $15,000,000

Update Cost Estimate

	Construction ($ Million)	MGD	Design Cost	OH, PM (7%)	Total Project	Cost per Gallon ($/Gal)	Celina Proportional Cost
Single Phase							
8 MGD	$186.40	8	$10.40	$13.05	$209.85	$26.23	$104.92
Two Phase							
Phase 3A (4 MGD)	$145.50	4	$11.60	$10.19	$167.29	$29.59	$83.64
Phase 3B (4 MGD)	$60.30	4	$4.90	$4.22	$69.42		$34.71
Trunk Line							
Trunk line	$30		$3	$2.10	$35.10		$17.55
Total							
Single Phase	$216.40	8	$13.40	$15.15	$244.95	$30.62	$122.47
Two Phase	$235.80	8	$19.50	$16.51	$271.81	$33.98	$135.90

All Cost in Million

PROJECT ANALYSIS

Doe Branch Water Reclamation Plant

Single Family Flow Projections

Subdivision	# of lots In construction	Inventory	Entitled
Mosaic	91	279	1992
Light Farms	198	202	0
Celina Hills	12	59	0
Parks at Wilson Creek	126	181	1642
Wilson Creek Meadows	25	115	0
Mustang Lakes	135	299	1333
Cambridge	169	212	431
Total	756	1,347	5,398
			7,501

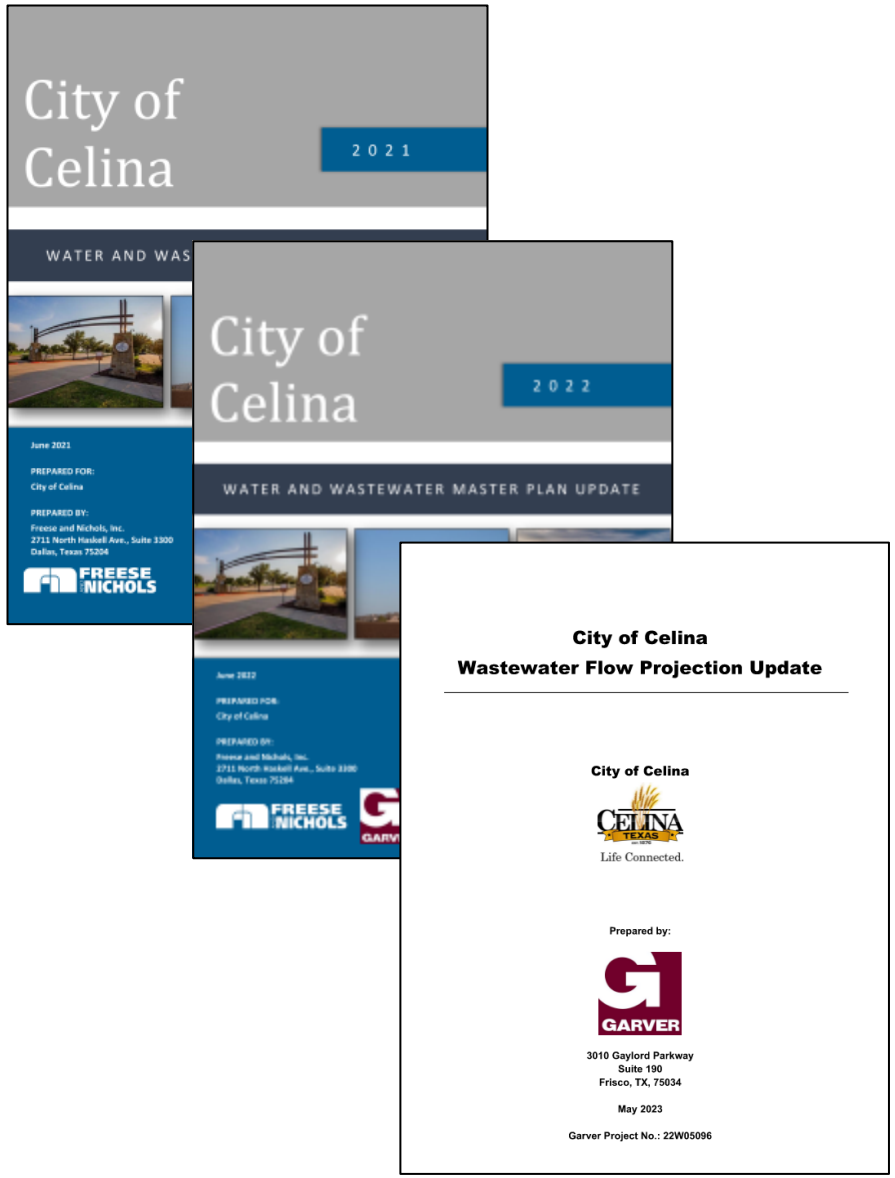
Wastewater basis = 102 gallon/person
Average home = 3.3 person/house

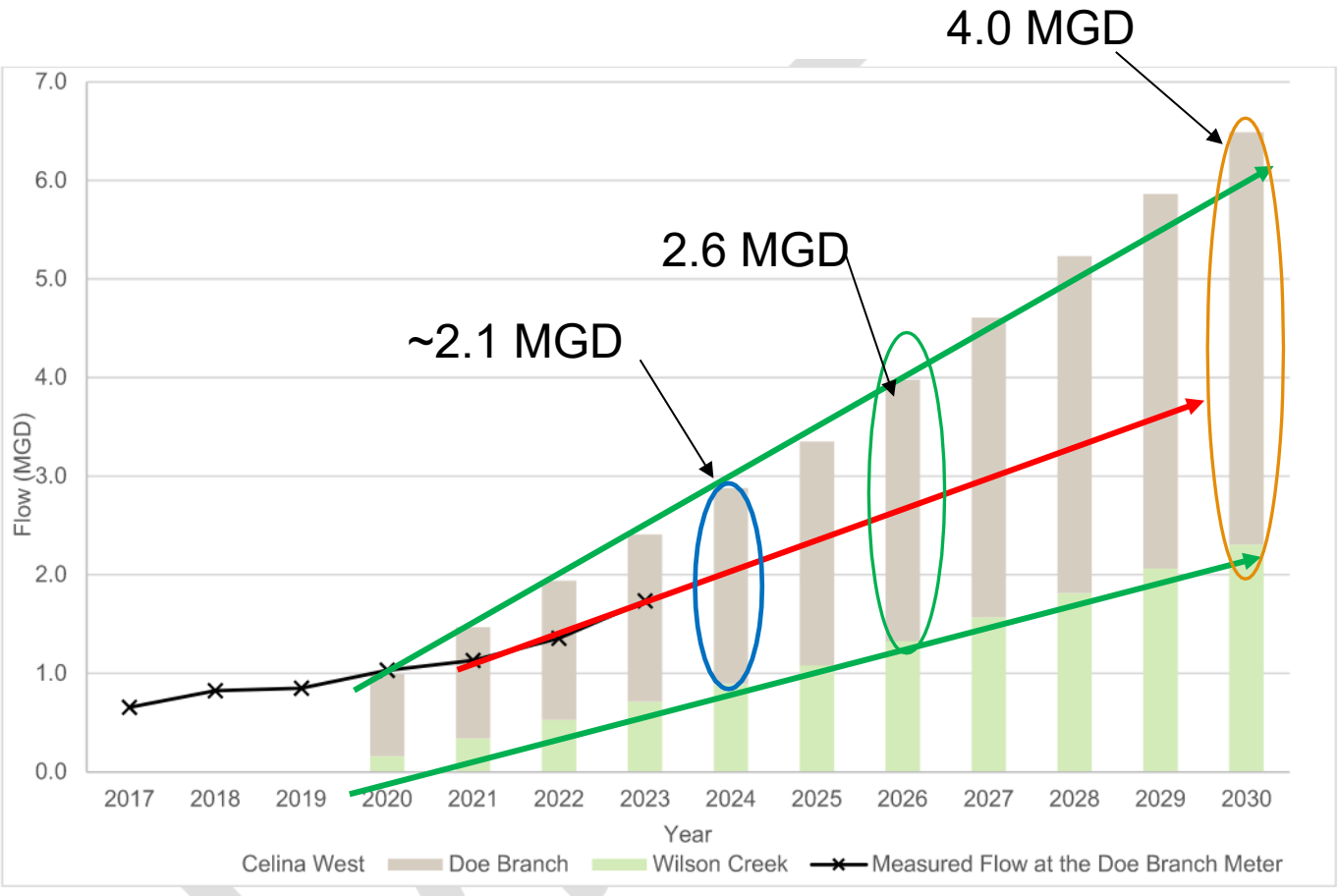
3.3 people/home * 102 gal/person
= 336 gallons/house

336* 7501 homes = 2,524,836 gallons
= 2.5 MGD

Current flow	2.1 MGD
+ new flow	2.5 MGD
Total flow	4.6 MGD

WWTP Projections





RATE IMPACT ANALYSIS

Doe Branch Water Reclamation Plant

Update Cost Estimate

	Construction ($ Million)	MGD	Design Cost	OH, PM (7%)	Total Project	Cost per Gallon ($/Gal)	Celina Proportional Cost
Single Phase							
8 MGD	$186.40	8	$10.40	$13.05	$209.85	$26.23	$104.92
Two Phase							
Phase 3A (4 MGD)	$145.50	4	$11.60	$10.19	$167.29	$29.59	$83.64
Phase 3B (4 MGD)	$60.30	4	$4.90	$4.22	$69.42		$34.71
Trunk Line							
Trunk line	$30		$3	$2.10	$35.10		$17.55
Total							
Single Phase	$216.40	8	$13.40	$15.15	$244.95	$30.62	$122.47
Two Phase	$235.80	8	$19.50	$16.51	$271.81	$33.98	$135.90

All Cost in Million

DEBT SCHEDULE – SINGLE PHASE 8 MGD

- Issue Debt - $104.95mm + $15mm trunk line
  - 2024 – $27 million
  - 2025 – $36 million ($30 million + $6 million for trunk line)
  - 2026 – $32.975 million ($23.975 million + $9 million for trunk line)
  - 2027 – $23.975 million
- Repayment begins the following year
- 5 years of interest-only payments
  - Provides additional time to grow our rate payer base and finish project

DEBT SCHEDULE – TWO PHASE 8 MGD

- Issue Debt - $117.875mm + $15mm trunk line
  - 2024 – $27mm
  - 2025 – $36mm ($30mm + $6mm for trunk line)
  - 2026 – $21.765mm ($12.765mm + $9mm for trunk line)
  - 2027 – $12.765 mm
  - 2028 – $17.675mm
  - 2029 – $17.675mm
- Repayment begins the following year
- 5 years of interest-only payments
  - Provides additional time to grow our rate payer base and finish project

DEBT SCHEDULE – TWO PHASE 8 MGD

- Issue Debt - $117.875mm + $15mm trunk line
  - 2024 – $27mm
  - 2025 – $36mm ($30mm + $6mm for trunk line)
  - 2026 – $21.765mm ($12.765mm + $9mm for trunk line)
  - 2027 – $12.765 mm
  - 2028 – $17.675mm
  - 2029 – $17.675mm
- Repayment begins the following year
- 5 years of interest-only payments
  - Provides additional time to grow our rate payer base and finish project

Phase 2 issuance can be adjusted to match growth needs

PROJECTED RATE IMPACT

- Staff is working with rate consultant to provide updated models. Updated models will be presented at March 7 Council meeting.

ALTERNATIVES & OTHER CONSIDERATIONS

POTENTIAL ALTERNATIVES

Alternative	Projected Cost (2 MGD)	Timeline to operation	Notes
Pump to downtown plant	$74M (land acquisition, design, plant cost)	3 years	Short term solution. Insufficient capacity in downtown for long term
Mustang- Sandbrock Treatment Plant	$20 M (piping) + $70M (plant cost)	3 years	Perpetual maintenance cost not included. Easement acquisition will be challenging due to developed areas
Celina only WWTP (2 MGD)	$100M (permitting, land acquisition, design, plant cost)	3 years	Permit must be approved. Expected higher discharge requirements
Celina & Prosper WWTP (4 MGD)	$150M (permitting, land acquisition, design, plant cost)	3 years	Permit must be approved. Expected higher discharge requirements
UTRWD Doe Branch Plant	$122 M	2 years	Provide 2 MGD. City will need another 2 MGD in 3-4 years. No additional easements required. Future piping requirement from Parvin to Fishtrap.

SINGLE PHASE VS TWO PHASE – COST/ BENEFIT ANALYSIS

Single Phase

- Lowest overall cost
- 8 MGD expansion will be complete earliest
- Greatest impact to current rate payers short-term
- Provides more capacity than currently needed

Two Phase

- Provides flexibility to match capacity with growth
- Reduces impact to current rate payers
- Higher total cost

DISCUSSION QUESTIONS

- Does City Council have questions regarding the information presented?
- Does Council prefer a two-phase approach or a one phase approach?
- Does Council direct staff to continue pursuing the Doe Branch expansion, or does Council prefer an alternative option?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Drew Jenks
Date:	March 7, 2024
Re:	Batch plant location related to the North Dallas Tollway

Action Requested:
Discussion regarding the proposed location of the temporary batch plant associated with the North Dallas Tollway Construction. (Brawner)

Background Information:
The North Texas Tollway Authority (NTTA) awarded two construction projects for the expansion of the North Dallas Tollway from US 380 to FM 428 to Mario Sinacola, Inc. in November and December 2023. The project is divided into two sections. The southern section begins at US 380 and extends to Frontier Parkway and is valued at $208 million. The northern section begins at Frontier Parkway and extends to FM 428. This section is valued at $184 million. The project will take approximately four (4) years to construct.

As part of the construction process, a temporary batch plant permit must be obtained. The City is working with Sinacola to determine an appropriate site for the batch plant. A presentation was made to the Celina City Council on February 13, 2023 showing a site for the batch plan in the Dallas Parkway median near FM 428 immediately to the west of the new Methodist Celina Medical Center (MCMC). Following the February 13 Council meeting, Sinacola met with representatives from MCMC and continued to meet with City staff to ensure the appropriate location for the batch plant site. Based on conversations with MCMC representatives, Sinacola updated it proposed batch plant site layout to move the batch plant equipment further from the MCMC facility (an image of the proposed site layout is included in the attached presentation) MCMC representatives have expressed support for the updated site layout.

The updated proposed site layout maintains at least 1,000 feet distance from the nearest occupied building. Additionally, Sinacola has agreed to several conditions to the temporary permit

focused on increasing screening for the site, maintaining roadway safety, and providing consistent updates and transparency to the community during the construction of the project.

This presentation will provide an update to the City Council about the proposed location and recent communication with Sinacola.

Legal Review:
NA

Supporting Documents:
1. Additional Permit Conditions
2. DNT Batch Plant 03.07.24.4

Financial Consideration:
NA

Staff Recommendation:
NA

ADDITIONAL REQUIREMENTS FOR
TEMPORARY CONDITIONAL USE PERMIT
24-00XXXX

1. Install / maintain erosion control measures for the site throughout the term of this permit;
2. Provide a copy of TCEQ Air Permit when issued;
3. Maintain Temporary Concrete Batch Plant to maintain emission limits approved by TCEQ;
4. Construct a deceleration/ left turn lane for north bound truck entry and exit off DNT frontage road;
5. Modify the existing south bound entry to DNT frontage road to accommodate an entry/acceleration lane to help truck traffic merge onto frontage roads;
6. Install a 8-ft chain link (with a vinyl / PVC screening inserts) fence along the South boundary, a 3-ft chain-link fence (with vinyl or PVC screening inserts) on top of the concrete traffic barriers along the East and West boundaries up to the northbound entry and southbound exit gates. The remaining fence along the north boundary and north of the SB & NB entry gates will be 6-ft chain link. Both Entry gates will be chain link.
7. Keep brooms on the project site for sweeping as necessary to minimize debris on the frontage roads and around the batch plant site;
8. Place asphalt or concrete on the entry and exits to the site as shown on the site plan exhibit;
9. Place all-weather flex base material around the batch plant and stockpile areas;
10. Maintain the all weather flex base areas to mitigate dust;
11. Secure the entire plant and office site with the fencing noted in #5 above;
12. Install site lighting at both entrances for greater visibility at exits and entry during low-light hours;
13. In addition to broom sweeping the roadways as noted in #6 above, perform a weekly sweep of the main cross roadways from DNT with a street sweeper truck to sweep:
    a. With County approval, Outer Loop East to the entrance of Martin Marietta Aggregate Terminal;
    b. With County approval, Outer Loop West to Huddleston Dr.;
    c. Punk Carter West to CR50;
    d. Punk Carter East to Light Farms Way;
    e. Light Farms Way East to Sage Way;
    f. Frontier West to Doe Branch Blvd.;
    g. Frontier East to CR50; and
    h. With permission of Methodist Hospital, once open, sweep their main entrance roadway off of the northbound DNT frontage road to their main entrance;
14. Work with City Staff to establish a form of communication to residences and city businesses for planned roadway closures, or other traffic disruption activities
15. Have a monthly meeting (or as necessary) with City Staff, Police and Fire to keep updated of project schedules;
16. Every six (6) months, hold a “Town Hall” presentation for the public to inform of current schedule, and coming six (6) month’s activities (location TBD and at low or no cost to Sinacola)
17. Do the same with the Methodist Hospital staff, City of Prosper City staff, Police and Fire Departments for coordination of project activities
18. Work with City Staff, Police and Fire Departments to establish a means of communication for planned roadway disruption activities;
19. Work with City Staff to establish an emergency number or email contact for any unforeseen conditions or issues on the project (such as barricades/ traffic control devices out of place, roadway cleanliness, etc):
20. Monitor all Sinacola & Third-Party trucks entering or existing the facility to minimize spillage on the roadways:
21. Install signage/ barricades for all trucks/ vehicles entering or existing the facility:
22. At all times, maintain two (2) northbound and southbound frontage road lanes from Outer Loop to FM 428 except for necessary closures as required for project roadway improvements.
23. Once the project is completed, all the site modifications, plant, equipment and temporary utilities will be removed, and the site will be restored in a condition similar to its original conditions prior to Sinacola’s use.

DRAFT

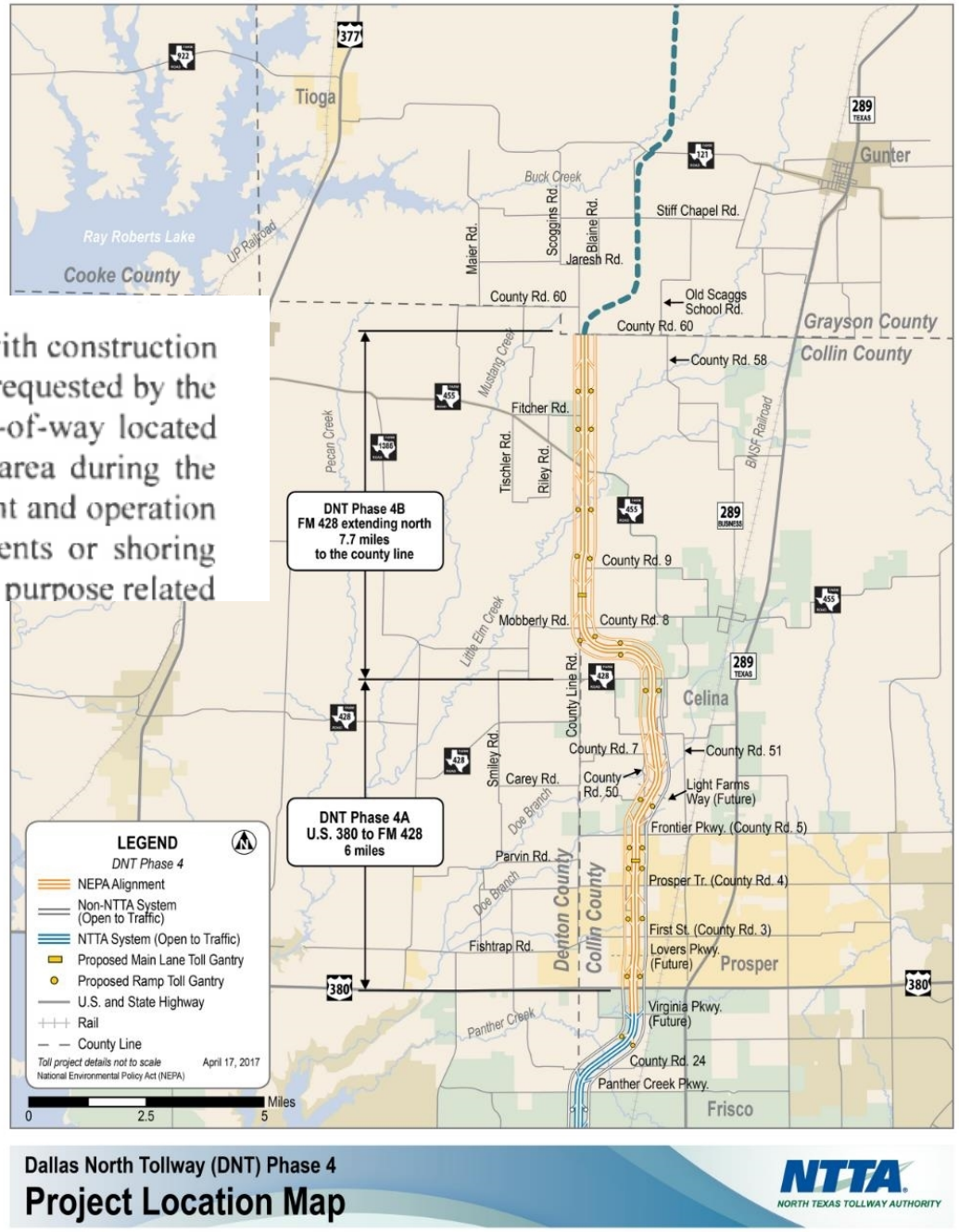
DNT BATCH PLANT

March 7, 2024

DISCUSSION POINTS

4.2 Construction Staging Areas. If the Authority elects to proceed with construction of the Phase 4A Extension as a turnpike project, the City and the County shall, if requested by the Authority, provide on a temporary basis as described below any available right-of-way located along the Phase 4A Extension for the Authority's exclusive use as a staging area during the construction of the Phase 4A Extension. Such areas may be used for the placement and operation of construction site trailers, temporary material disposal, temporary embankments or shoring structures, the operation of a concrete and/or asphalt batch plant, and for any other purpose related

- NTTA award
- Construction will take approximately 3.5 years
- Frontage Roads are the city's responsibility
- Typical ESAL for a passenger car is 0.003
- Typical ESAL for a concrete truck is 18,000

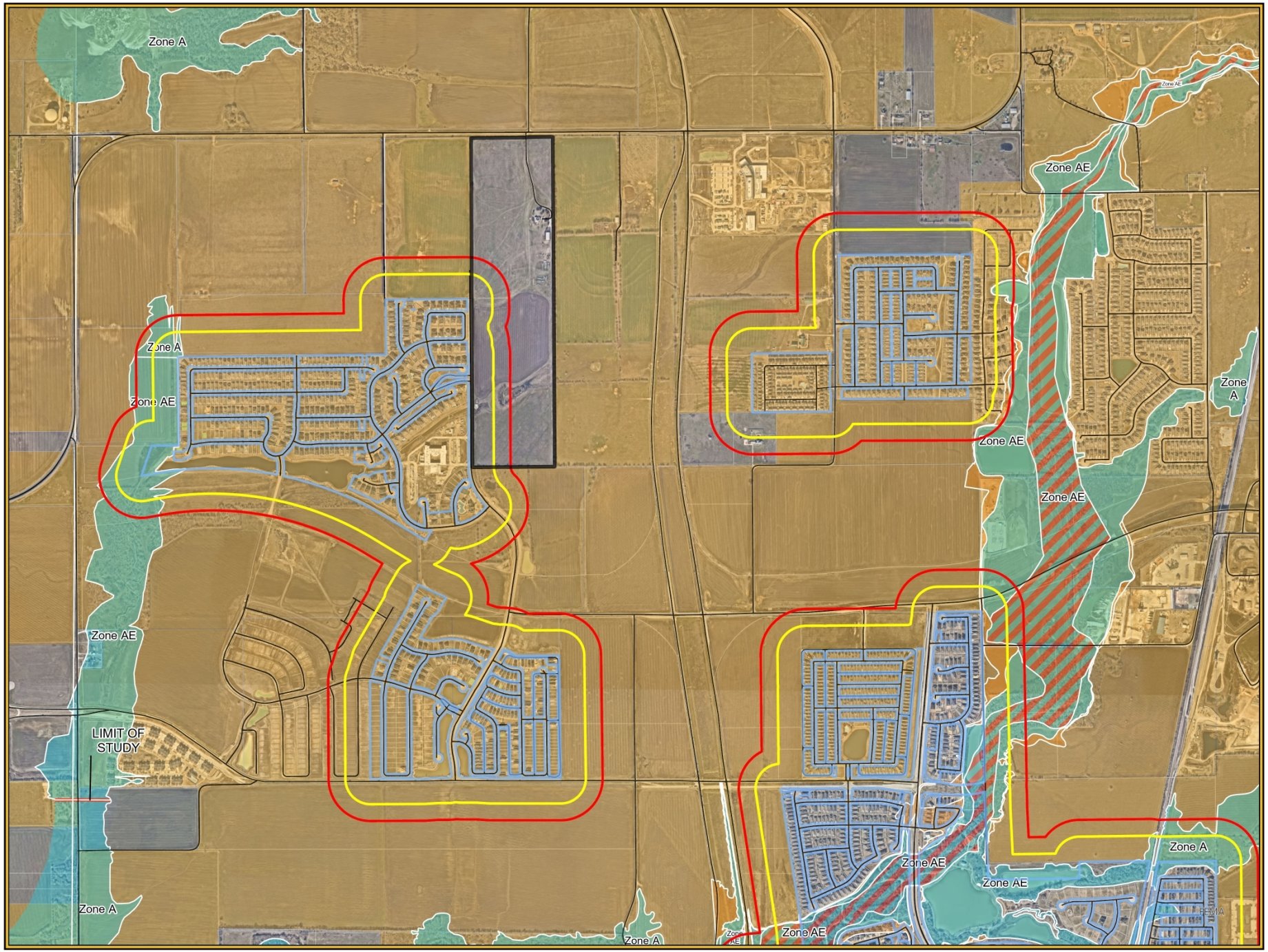


BATCH PLANT

(7) Construction/maintenance/industrial work.

(A) Operating or permitting to be operated any motorized or non-motorized equipment used in construction, maintenance, repair, alteration, erection or demolition of buildings, structures, improvements, streets, alleys, lawns, golf courses, or appurtenances thereto within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 7:00 p.m. and 7:00 a.m.

(E) Operating or permitting the maintenance, servicing and fueling of construction equipment, and the delivery of construction related materials and/or equipment within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 7:00 p.m. and 7:00 a.m.



CELINA TEXAS est.1876
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Exhibit
City of Celina

Legend

- City Limits
- Roads
- Parcels
- Homes
- Potential Batch Plant Site
- State Setback - 300 FT
- City Setback - 500 FT

Flood Hazard Boundaries

- Limit Lines
- NP
- SFHA / Flood Zone Boundary
- Flowage Easement Boundary

Flood Hazard Zones

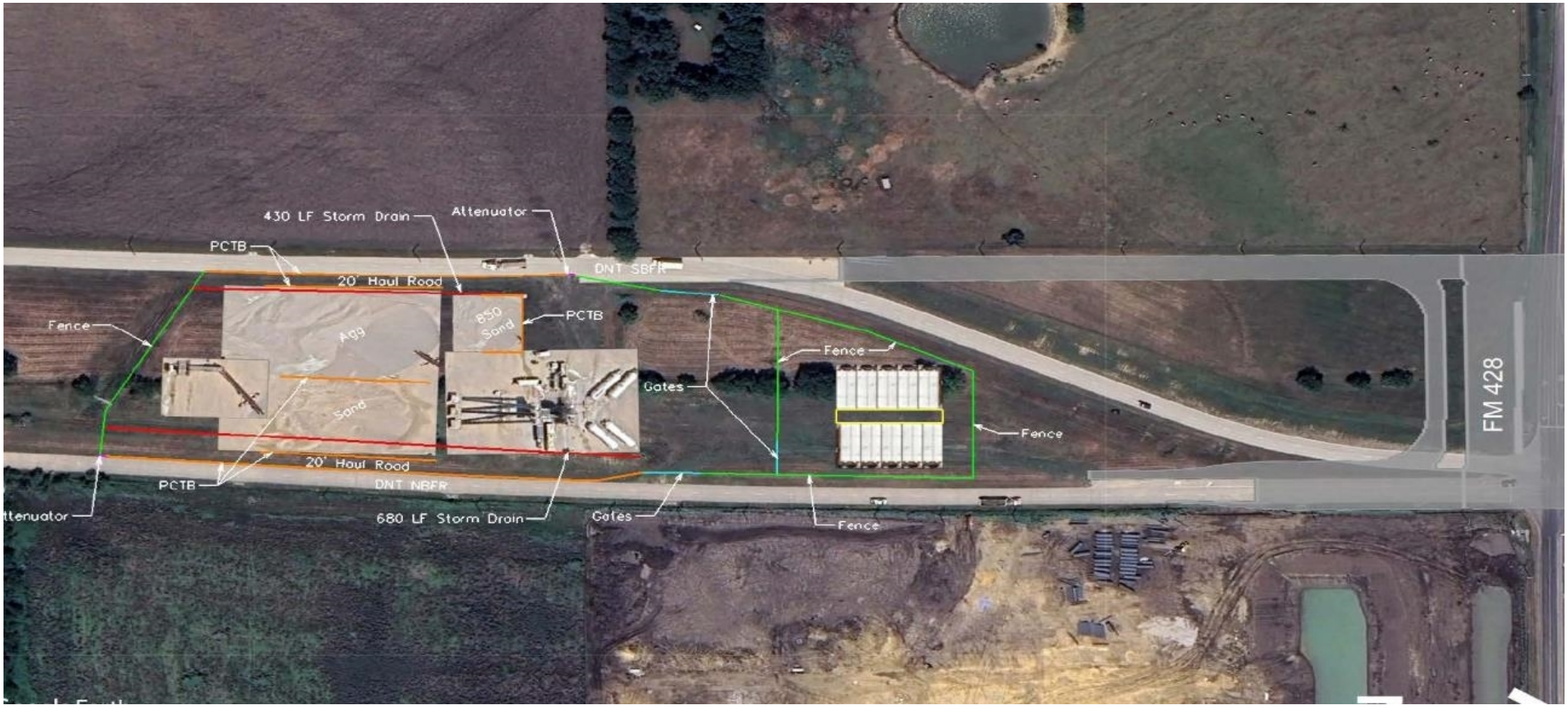
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee

N W E S

0 500 1,000 Feet

2/13/2024

Option 02/2024



Option 02/2024

Option 03/2024

Option 03/2024

UPDATED INFORMATION

1. Proposed location is within project limits so not public notification is required.
2. Proposed location is over 2000’ south of the hospital.
3. Proposed location meets city requirements

SINACOLA RESPONSE

1. Install / maintain erosion control measures for the site throughout the term of this permit;
2. Provide a copy of TCEQ Air Permit when issued;
3. Maintain Temporary Concrete Batch Plant to maintain emission limits approved by TCEQ;
4. Construct a deceleration/ left turn lane for north bound truck entry and exit off DNT frontage road;
5. Modify the existing south bound entry to DNT frontage road to accommodate an entry/acceleration lane to help truck traffic merge onto frontage roads;
6. Secure the site with a combination concrete traffic barrier, fencing (chain-link or barb wire depending on the location) and gates.
7. Keep brooms on the project site for sweeping as necessary to minimize debris on the frontage roads and around the batch plant site;
8. Place asphalt or concrete on the entry and exits to the site as shown on the site plan exhibit;
9. Place all-weather flex base material around the batch plant and stockpile areas;
10. Maintain the all weather flex base areas to mitigate dust;

SINACOLA RESPONSE

11. Secure the entire plant and office site with the fencing noted in #5 above;
12. Install site lighting at both entrances for greater visibility at exits and entry during low-light hours;
13. In addition to broom sweeping the roadways as noted in #6 above, perform a weekly sweep of the main cross roadways from DNT with a street sweeper truck to sweep:
    a. With County approval, Outer Loop East to the entrance of Martin Marietta Aggregate Terminal;
    b. With County approval, Outer Loop West to Huddleston Dr.;
    c. Punk Carter West to CR50;
    d. Punk Carter East to Light Farms Way;
    e. Light Farms Way East to Sage Way;
    f. Frontier West to Doe Branch Blvd.;
    g. Frontier East to CR50; and
    h. With permission of Methodist Hospital, once open, sweep their main entrance roadway off of the northbound DNT frontage road to their main entrance;

SINACOLA RESPONSE

14. Work with City Staff to establish a form of communication to residences and city businesses for planned roadway closures, or other traffic disruption activities
15. Have a monthly meeting (or as necessary) with City Staff, Police and Fire to keep updated of project schedules;
16. Every six (6) months, hold a “Town Hall” presentation for the public to inform of current schedule, and coming six (6) month’s activities (location TBD and at low or no cost to Sinacola)
17. Do the same with the Methodist Hospital staff, City of Prosper City staff, Police and Fire Departments for coordination of project activities
18. Work with City Staff, Police and Fire Departments to establish a means of communication for planned roadway disruption activities;

SINACOLA RESPONSE

19. Work with City Staff to establish an emergency number or email contact for any unforeseen conditions or issues on the project (such as barricades/ traffic control devices out of place, roadway cleanliness, etc):
20. Monitor all Sinacola & Third-Party trucks entering or existing the facility to minimize spillage on the roadways:
21. Install signage/ barricades for all trucks/ vehicles entering or existing the facility:
22. At all times, maintain two (2) northbound and southbound frontage road lanes from Outer Loop to FM 428 except for necessary closures as required for project roadway improvements.
23. Once the project is completed, all the site modifications, plant, equipment and temporary utilities will be removed, and the site will be restored in a condition similar to its original conditions prior to Sinacola's use.

QUESTIONS?

Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From:
CC:
Intiated by:
Date: March 7, 2024
Re: Minutes Approval:

1. City Council - Special Meeting - May 16, 2023, 5:00 PM
2. City Council - Special Meeting - June 29, 2023, 5:00 PM
3. City Council - Regular Meeting - February 13, 2024, 5:00 PM

Action Requested:
Minutes Approval:

1. City Council - Special Meeting - May 16, 2023 5:00 PM
2. City Council - Special Meeting - June 29, 2023 5:00 PM
3. ~~City Council - Special Meeting - February 9-10, 2024~~
4. City Council - Regular Meeting - February 13, 2024 5:00 PM

Background Information:

Legal Review:

Supporting Documents:
1. 05_16_2023 City of Celina Special Called Meeting Minutes
2. 062923_special called meeting Minutes
3. 02_13_2024 Minutes

Financial Consideration:

Staff Recommendation:

Life Connected.

SPECIAL CALLED MEETING
CITY COUNCIL
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 16, 2023
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Pro Tem Pierce called the Special Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, May 16, 2023 and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Absent	
Ryan Tubbs	City of Celina	Mayor	Present	5:01 PM
Tony Griggs	City of Celina	Place 6	Present	

II. CANVAS OF ELECTION RESULTS:

Conduct the canvass and consider and act to adopt a Resolution declaring the results of the Joint General Election held on May 6, 2023. (Vaughns)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2023-41R. The motion carried.

RESULT: **Passed**
MOVER: Councilmember, Wigginton
SECONDER: Councilmember, Hopkins
AYES: Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Tony Griggs
NAYES: None

III. OATHS OF OFFICE

A. Lauren Vaughns, City Secretary, administered the oath to Ryan Tubbs for Mayor.

B. Lauren Vaughns, City Secretary, administered the oath to Wendie Wigginton for Councilmember, Place 4.

IV. OPEN FORUM

No one wished to speak.

V. EXECUTIVE SESSION

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

The City Council did not enter into Executive Session.

VI. CONSENT AGENDA

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve all items on the Consent Agenda. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Mayor Pro Tem, Place 2 Jay Pierce
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Tony Griggs
NAYES:	None

A. Consider and act to approve the fourth amendment to the Old Celina Reimbursement Agreement, Reinvestment Zone Number 5. (Satarino)

VII. ADJOURNMENT:

Mayor Tubbs adjourned the Special Meeting of the Celina City Council at 5:08 p.m. on Tuesday, May 16, 2023.

_____
Ryan Tubbs, Mayor

_____
Lauren Vaughns, City Secretary

Life Connected.

SPECIAL CALLED MEETING
CITY COUNCIL
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
THURSDAY, JUNE 29, 2023
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Special Meeting of the Celina City Council to order at 5:00 PM on Thursday, June 29, 2023 and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Absent	
Ryan Tubbs	City of Celina	Mayor	Present	
Tony Griggs	City of Celina	Place 6	Present	

II. EXECUTIVE SESSION

As authorized by Section 551.071 of the Texas Government Code, the Special Meeting will be Convened into Closed Executive Session for the Purpose of Consulting with the City's Attorney. (Closed to Public as Provided in the Texas Government Code.)

The Celina City Council convened into Executive Session at 5:00 p.m.

Texas Government Code Section 551.071 Consultation with Attorney and Texas Government Code Section 551.072 Deliberations Regarding Real Property:

A. City-owned property at 11901 County Road 58, including deed to City and leases

The Celina City Council reconvened into Open Session at 6:07 p.m.

Under advisement from the City Attorney, the City Council will take appropriate action.

III. ADJOURNMENT:

Mayor Tubbs adjourned the Special Meeting of the Celina City Council at 6:07 PM on Thursday, June 29, 2023.

_____
Ryan Tubbs, Mayor

_____
Lauren Vaughns, City Secretary

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 13, 2024
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Regular Meeting of the Celina City Council to order at 5:01 p.m. on Tuesday, February 13, 2024, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Left
Ryan Tubbs	City of Celina	Mayor	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	10:54 PM
Andy Hopkins	City of Celina	Place 3	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Brandon Grumbles	City of Celina	Place 6	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. **(Closed to Public as Provided in the Texas Government Code.)**

The Celina City Council convened into Executive Session at 5:03 p.m.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Senate Bill 2038 of the 88th Regular Legislative Session

B. Discussion regarding Shea Scott v. City of Celina - Cause No. DC-20-18195

C. Discussion regarding The City of Celina v. Blue Angus Ranch, LP.

D. Discussion of DNT Batch Plant locations

E. Discussion of Upper Trinity Regional Water District Doe Branch Contract

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.087 Deliberation of Economic Development Negotiations:

F. Discussion regarding Project Spark.

G. Discussion regarding Project Heyday.

H. Discussion regarding Project Celina Gateway.

I. Discussion regarding a potential incentive agreement with a new downtown office building in the Entertainment District.

J. Discussion regarding land acquisition generally located south of Ash Street and west of Oklahoma Dr.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:

K. Discussion regarding possible land acquisition of 10317 CR 106 (Brawner)

L. Discussion of land acquisition for water and sewer easements related to Serenade residential development (Brawner)

M. Discussion regarding right-of-entry to 15963 Parvin Road (Brawner)

N. Discussion of Lifeway Church Development Agreement. (McAfee)

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.075 Personnel Matters:

O. Duties of City Attorney.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

The Celina City Council reconvened into Open Session at 6:01 p.m.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE: (to begin at 6:00 PM)

A. Check presentation for Celina Gift Tour nonprofit recipient. (McCarroll)

Josh McCarroll, Business Retention & Expansion Specialist, presented the Celina Gift Tour check to Donkey & Equine Haven USA.

B. Proclamation for Engineers Week (Tubbs)

Mayor Tubbs proclaimed February 18-24, 2024 as Engineers Week.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the designation of paths for multi-modal transportation to include golf carts, e-bikes, electric scooters, etc. (Satarino)

Anthony Satarino, Strategic Services Director, led the discussion of the designation of paths for multi-modal transportation.

B. Discussion regarding rental registration (McAfee)

Dusty McAfee, Executive Director of Development services, and Mike Green, Community Services Director, led the discussion of rental registrations.

C. Discussion of 2024 CIP Projects (Brawner)

Kimberly Brawner, Assistant City Manager, led the discussion of the 2024 CIP projects.

D. Discussion regarding Upper Trinity Regional Water Utility District Doe Branch Expansion Contract (Brawner)

Kimberly Brawner, Assistant City Manager, led the discussion of the Upper Trinity Regional Water Utility District Doe Branch Expansion Contract.

E. Discussion regarding batch plant location related to North Dallas Tollway (Brawner)

Kimberly Brawner, Assistant City Manager, led the discussion of a batch plant relatively located on the North Dallas Tollway.

F. Discussion of Boards and Commission Policy (Satarino)

Anthony Satarino, Strategic Services Director, led the discussion of the Boards and Commission Policy.

VI. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign one of the "Speaker Cards" and present to the City Secretary prior to the beginning of the City Council meeting. Speakers are limited to three (3) minutes. The Council can take no action. No charges and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.

The following individuals spoke regarding a batch plant location:
Zill Khan
Anna Moore
Vijay Reddy
Frank Alamo

Renen Riback spoke regarding Project Celina Gateway.
Danan Quigley and Matthew Ruiz spoke regarding the Thomas Tract.
Eddie Cawlfield spoke regarding City staff.
Melissa Gresham spoke regarding Run Celina 2024 events.
Matthew Kiran spoke regarding TIRZ.

VII. CONSENT AGENDA:

Items are considered self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the City Council.

Item K was removed from Consent by Deputy Mayor Pro Tem Wigginton.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) and none (0) opposed to approve all remaining items (A, B, C, D, E, F, G, H, I, J, L, M, and N) on the Consent Agenda. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Jay Pierce
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

A. Minutes Approval:

1. City Council - Special Meeting - August 19, 2023 9:00 AM
2. City Council - Regular Meeting - January 9, 2024 5:00 PM
3. City Council - Special Meeting - January 29, 2024 3:00 PM

B. Consider and act to award Bid 2024-085 for Earthman Park Signage to Legacy Signs of Texas in an amount not to exceed $99,325.00. (Quigley)

C. Consider and act to award RFP 2024-090 to BSN Sports for Soccer Uniforms, at the unit process

listed, in an estimated annual amount of $45,000.00 for a contract term not to exceed $225,000.00 for five years. (Quigley)

D. Consider and act to approve amendment #1 for Sunset Blvd. Street Improvements with Westwood Professional Services, for an amount not to exceed $64,600.00. (Quigley)

E. Consider and act to authorize the City Manager to execute an agreement with Oncor Electric Delivery, LLC for the burial of electric lines on the Downtown Inner Loop Phase 1 project in for an amount not to exceed $255,094.96. (Glasgow)

F. Review and acceptance of the Quarterly Investment Report for the period ended December 31, 2023. (Bromiley)

G. Consider and act to approve the acceptance of the sub-grant for the Hazard Mitigation Grant Program (HMGP) for the Celina Warning Siren System and authorize the City Manager to sign the terms and conditions of the grant. (Metdker)

H. Consider and act to approve a work authorization for the design of the Arizona Drive Improvements from Walnut Street to Pecan Street with Kimley Horn and Associates for the amount not to exceed $145,400.00. (Berry)

I. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 64 acres within the Extraterritorial Jurisdiction (ETJ); generally located at the southwest and southeast corners of Dallas Parkway and Light Farms Way. (Celina 64 – C-3 Expedited Annexation Service Agreement) (Mohan)

J. Consider and act to authorize a Partnership Agreement between the City of Celina and First Celina Baptist Church for the annual Easter Egg Hunt to be held at Old Celina Park on Saturday, March 30, 2024. (Monaco)

L. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a Councilmember for Place 2 and a Councilmember for Place 3 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 4, 2024. (Quinn)

RESOLUTION NO. 2024-6R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ORDERING AND CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR PLACE 2, AND A COUNCILMEMBER FOR PLACE 3 FOR THREE (3) YEAR TERMS EACH; AUTHORIZING A JOINT ELECTION WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATOR, DENTON COUNTY ELECTIONS ADMINISTRATOR AND THE POLITICAL SUBDIVISIONS LOCATED ENTIRELY OR PARTIALLY INSIDE THE BOUNDARIES OF EACH COUNTY TO BE HELD ON MAY 4, 2024; PROVIDING FOR ALL NECESSARY ACTIONS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

M. Consider and act upon a Resolution of the City Council authorizing the execution by the City of Celina of conveyance documents necessary to effectuate the acquisition of right-of-way and easements for Coit Road and Glendenning Extension project; and providing for an effective date. (Glasgow)

RESOLUTION NO. 2024-7R

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT OF WAY AND EASEMENTS FOR THE COIT ROAD AND OLD GLENDENNING PARKWAY EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

N. Consider and act upon an Ordinance of the City of Celina amending Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023 and ending September 30, 2024, and make appropriations for each department, project, and account, by

adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (City - Bromiley)

ORDINANCE NO. 2024-3

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2023-108, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2023-2024 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

ITEM REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION

K. Consider and act to authorize a Change Order with Quality Excavation to add a new alley on Colorado for an amount not to exceed $73,587.99. (Berry)
Mayor Pro Tem Pierce left the dais temporarily.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to authorize a Change Order with Quality Excavation for an amount not to exceed $73,587.99. The motion carried.

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 1.2 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO); generally located west of Preston Road and approximately 825 feet north of Founders Lane, within the City Limits. (910 N Preston – Rezoning) (Mohan)
Mayor Pro Tem Pierce returned to the dais.

Mayor Tubbs opened the public hearing at 8:54 PM.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:54 PM.

Upon a motion by Councilmember Ferguson and a second by Councilmember Hopkins, the

Council voted six (6) for and none (0) to approve Ordinance 2024-4. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 1 Philip Ferguson
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 1.2 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 170, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF PRESTON ROAD AND APPROXIMATELY 825 FEET NORTH OF FOUNDERS LANE; AS DESCRIBED IN EXHIBIT "A" AND INCOPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG) TO COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) WITH THE PRESTON ROAD OVERLAY (PRO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

B. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 64 acres; generally located at the southwest and southeast corners of Dallas Parkway and Light Farms Way, within the Extraterritorial Jurisdiction (ETJ). (Celina 64 – C-3 Expedited Annexation) (Mohan)

Mayor Tubbs opened the public hearing at 8:56 PM.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:56 PM.

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-5. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-5

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 64 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE SOUTHWEST AND SOUTHEAST CORNERS OF DALLAS PARKWAY AND LIGHT FARMS WAY, AND ALL ADJACENT RIGHTS-OF- WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A

SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

C. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 64 acres to the Dallas North Tollway Overlay District (DNTO); generally located at the southwest and southeast corners of Dallas Parkway and Light Farms Way. (Celina 64 – Zoning) (Mohan)

Mayor Tubbs opened the public hearing at 8:57 PM.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:57 PM.

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted six (6) for and none (0) to approve Ordinance No. 2024-6. The motion carried.

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 5 Mindy Koehne
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 64 ACRES LOCATED IN THE SPENCER RICE SURVEY, ABSTRACT NO. 787, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHWEST AND SOUTHEAST CORNERS OF DALLAS PARKWAY AND LIGHT FARMS WAY; AS DESCRIBED IN EXHIBIT □□□ AND INCORPORATED HEREIN TO BE ZONED TO THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

D. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 12 acres; generally located west of FM 455 and approximately 435 feet south of future J Fred Smith Parkway, within the Extraterritorial Jurisdiction (ETJ). (Legacy Townhomes – C-3 Expedited Annexation) (Mohan)

Mayor Tubbs opened the public hearing at 8:59 PM.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:59 PM.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-8. The motion carried.

RESULT:	**Passed**

MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-7

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 12 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED WEST OF FM 455 AND APPROXIMATELTY 435 FEET SOUTH OF FUTURE J FRED SMITH PARKWAY, AND ALL ADJACENT RIGHTS-OF- WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 12 acres to a Planned Development (PD) with Single-Family Residential, Attached District (SF-A) or Multi-Family, Horizontal District (MF-0) base zoning, and modified development standards; generally located west of FM 455 and approximately 435 feet south of future J Fred Smith Parkway. (Legacy Townhomes – PD Zoning) (Mohan)

Mayor Tubbs opened the public hearing at 9:00 PM.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:00 PM.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-8. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 2 Jay Pierce
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-8

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 12 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 168, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF FM 455 AND APPROXIMATELY 435 FEET SOUTH OF FUTURE J FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 149 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL,

ATTACHED DISTRICT (SF-A) OR MULTI-FAMILY, HORIZONTAL DISTRICT (MF-0), AND MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

F. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 641 acres of Planned Development (PD) No. 70 with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Mixed-Use District (MU) base zoning, and modified development standards; generally located west and east of Custer Road and north of County Road 130, within the City Limits. (Rainwater (O'Donnell Tract) – PD Amendment) (Mohan)

Mayor Tubbs opened the public hearing at 9:02 PM.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:02 PM.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-9. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 2 Jay Pierce
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE REZONING OF LAND THAT IS APPROXIMATELY 641 ACRES LOCATED IN THE B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 130, THE H. CULWELL SURVEY, ABSTRACT NO. 186, THE J. CULWELL SURVEY, ABSTRACT NO. 208, THE G. JOY SURVEY, ABSTRACT NO. 488, AND THE B. HAILE SURVEY, ABSTRACT NO. 397, COLLIN COUNTY, TEXAS; GENERALLY LOCATED WEST AND EAST OF CUSTER ROAD AND NORTH OF COUNTY ROAD 130; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND PLANNED DEVELOPMENT NO. 70 (PD-70), WITH SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), AND MIXED-USE DISTRICT (MU) BASE ZONING, AND MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

G. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 33 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R) base zoning, and modified development standards; generally located west of Legacy Drive and approximately 775 feet south of Punk Carter Parkway, within the City Limits. (Stiles Tract (Estates on Legacy) – PD Zoning)

(McAfee)
Mayor Tubbs opened the public hearing at 9:10 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:10 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-10. The motion carried.

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 33 ACRES LOCATED IN THE R. COWAN SURVEY, ABSTRACT NO. 211, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF LEGACY DRIVE AND APPROXIMATELY 775 FEET SOUTH OF PUNK CARTER PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 150 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), AND MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

H. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 30 acres of Planned Development (PD) No. 17 with the Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located east of Dallas Parkway and approximately 1,200 feet south of future Glendenning Parkway, within the City Limits. (Thomas Tract – PD Amendment) (McAfee)
Mayor Tubbs opened the public hearing at 9:33 p.m.

Rob Daake spoke regarding the item.
Rex Glendenning spoke regarding the item.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted five (5) for and one (1) opposed to table the item until the April 9, 2024, City Council meeting. The motion carried.

RESULT:	**Tabled – April 9, 2024**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	Jay Pierce

ORDINANCE NO. 2024-11

BECAUSE THIS ITEM WAS TABLED, THIS ORDINANCE NO. WAS NOT USED..

I. Conduct a public hearing to consider and act upon an Ordinance of the City of Celina, abandoning County Road 50 from Frontier Parkway to approximately 1,672 feet north, as more particularly described and depicted in Exhibit "A", to the abutting owners; and providing an effective date. (Glasgow)

Mayor Tubbs opened the public hearing at 9:50 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:50 p.m.

Upon a motion by Councilmember Ferguson and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024- 12. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 1 Philip Ferguson
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-12

AN ORDINANCE ABANDONING AND VACATING APPROXIMATELY 1.151 ACRE UNIMPROVED RIGHT-OF-WAY GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF FRONTIER PARKWAY AND DALLAS PARKWAY AND WEST OF CARLISLE COURT, SITUATED IN THE COLLIN COUNTY JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, COLLIN COUNTY, TEXAS, AND COLLIN COUNTY F.D. GARY SURVEY, ABSTRACT NO. 361, COLLIN COUNTY, TEXAS.

IX. ACTION ITEM:

A. Consider and act to authorize the City Manager to execute an Agreement by and between the City of Celina, Texas, and Buffalo Ridge Homeowner Association for a Neighborhood Integrity Program Grant. (2023 NIP - Buffalo Ridge HOA) (Satarino)

Upon a motion by Councilmember Hopkins and Councilmember Wigginton, the Council voted (6) for and none (0) opposed to approve to execute an Agreement by and between the City of Celina and the Buffalo Ridge Homeowner Association for a Neighborhood Integrity Grant. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

B. Consider and act to approve a work authorization for engineering services from TRC Engineers, Inc. for the 2024 Annual Street Maintenance (ASM) Program at an amount not to exceed $204,940.00. (Berry)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve a work authorization for engineering services from TRC Engineers Inc. for the 2024 Annual Street Maintenance Program. The motion carried

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

C. Consider and act upon a Resolution accepting the results of the 2023 Tax Increment Reinvestment Zone Impact Study. (Stovall)

Upon a motion by Councilmember Koehne and a second by Councilmember Hopkins, the Council voted five (5) for and one (1) opposed to approve Resolution No. 2024-8R. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 2 Jay Pierce
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Jay Pierce, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	Wendie Wigginton

RESOLUTION NO. 2024-8R

A RESOLUTION ACCEPTING THE RESULTS OF THE 2023 COMPREHENSIVE TAX INCREMENT REINVESTMENT ZONE IMPACT STUDY.

D. Consider and act upon an amendment to the Amended and Restated Articles of Incorporation of the Celina Economic Development Corporation. (Bissett)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to accept the amendment to the Amended and Restated Articles of Incorporation of the Celina Economic Development Corporation. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 2 Jay Pierce
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

E. Consider and act upon a Resolution selecting an artist and their mural concept to appear on Celina Fire Station #3 located at 4400 FM1385 (Satarino)

Upon a motion by Councilmember Wigginton and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to accept Resolution No. 2024-9R.

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Mayor Pro Tem, Place 2 Jay Pierce
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

RESOLUTION NO. 2024-9R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE SELECTION OF ODESSA HELM AND THEIR MURAL CONCEPT TO APPEAR ON CELINA FIRE STATION #3 LOCATED AT 4400 FM1385.

Mayor Pro Tem Pierce retired from the meeting.

The Celina City Council reconvened into Executive Session at 10:54 PM.

X. EXECUTIVE SESSION: (CONTINUED)

The Celina City Council reconvened into Open Session at 11:58 PM.

K. Consider and act upon a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of real property at 10317 CR 106. (Brawner)
Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, The Council voted five (5) for and none (0) opposed to approve Resolution No. 2024-4R. The motion carried.

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

RESOLUTION NO. 2024-4R

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

L. Consider and act on a resolution of the city council of the city of Celina, Texas finding that a public necessity exists and authorizing condemnation to acquire sewer easements totaling 1.338 acres and temporary construction easements totaling 3.113 acres for municipal purposes to install a public project, including but not limited to, public wastewater line, grading, drainage, such appurtenant facilities as may be necessary, and other public uses, on two real properties as portions of tracts of land generally described as being located in the Williams C Lewis survey, abstract A0533, property IDs #2133702 and #2718653, Collin County, Texas, such properties are generally located on the northeast corner of future Stallcup Boulevard and Preston Road, and being more particularly described herein; providing notice of an official determination to acquire real properties for sewer easements and temporary construction easements, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the easements; ratifying prior documents made for acquisition of the easements; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the easements on said tracts if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date. (Brawner)

Councilmember Ferguson moved that the City Council of the City of Celina adopt Resolution No. 2024-5R and authorize the use of the power of eminent domain to acquire sewer easements totaling 1.338 acres and temporary construction easements totaling 3.113 acres on two real properties as portions of tracts of land generally described as being located in the Williams C Lewis Survey, Abstract A0533, Property ID's #2133702 AND #2718653, Collin County, Texas, such properties are generally located on the northeast corner of future Stallcup Boulevard and Preston Road (as more fully described and depicted in Exhibits "A" and "B" of the proposed resolution for this item) for a public purpose and use to install and maintain public utilities, including but not limited to, the municipal purpose of public wastewater line, grading, drainage, such appurtenant facilities as may be necessary, and other public uses, with this motion and record vote applying to all units of property to be condemned. The results of the Roll Call Vote on Resolution No. 2024-5R were: Mayor Pro Tem Jay Pierce (absent), Deputy Mayor Pro Tem Wendie Wigginton (for), Councilmember Philip Ferguson (for), Councilmember Andy Hopkins (for), Councilmember Mindy Koehne (for), Councilmember Brandon Grumbles (for) Motion to

approve Resolution No. 2024-5R passed 5 to 0. The motion carried.

RESOLUTION NO. 2024-5R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE SEWER EASEMENTS TOTALING 1.338 ACRES AND TEMPORARY CONSTRUCTION EASEMENTS TOTALING 3.113 ACRES FOR MUNICIPAL PURPOSES TO INSTALL A PUBLIC PROJECT, INCLUDING BUT NOT LIMITED TO, PUBLIC WASTEWATER LINE, GRADING, DRAINAGE, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES, ON TWO REAL PROPERTIES AS PORTIONS OF TRACTS OF LAND GENERALLY DESCRIBED AS BEING LOCATED IN THE WILLIAMS C LEWIS SURVEY, ABSTRACT A0533, PROPERTY IDS #2133702 AND #2718653, COLLIN COUNTY, TEXAS, SUCH PROPERTIES ARE GENERALLY LOCATED ON THE NORTHEAST CORNER OF FUTURE STALLCUP BOULEVARD AND PRESTON ROAD, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR SEWER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES; AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE EASEMENTS; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE EASEMENTS; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE EASEMENTS ON SAID TRACTS IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

M. Consider and act to authorize legal action for right of entry related to 15963 Parvin Road (Brawner)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council five (5) for and none (0) opposed to approve the legal action for right of entry related to 15963 Parvin Road. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

XI. ADJOURNMENT:

Mayor Tubbs adjourned the Regular Meeting of the Celina City Council at 12:01 AM.

Ryan Tubbs, Mayor

Susie Quinn, Interim City Secretary **Date**

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Drew Jenks
Date:	March 7, 2024
Re:	Waterline Upsize Cost Sharing Agreement with Rayburn Country Electric Cooperative, Inc

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Action Requested:
Consider and act to authorize the City Manager to execute a cost-sharing agreement with the Rayburn Country Electric Cooperative, Inc; a Texas electric cooperative corporation ("REC") to upsize the waterline from 12" to 18" per City's Water Master CIP for the amount of $101,608.00. (Glasgow)

Background Information:
The City's 2030 water master plan outlines the need for an eighteen-inch (18") waterline from Collin County Outer Loop to Sunset Boulevard. Rayburn Electric Cooperative is currently constructing an electricity substation along the Outer Loop with a twelve-inch (12") waterline through their site. To install the eighteen-inch (18") waterline as outlined in the 2030 master plan, the City requested Rayburn to increase the size of the twelve-inch (12") waterline to an eighteen-inch (18"). This waterline will be connected to the proposed eighteen-inch (18") waterline through the Parks at Wilson Creek subdivision's Phase 2 and ultimately will connect to the existing 18" WL at Sunset Blvd. The cost of the upsizing is $101,608.00.

Legal Review:
Cost share agreement was reviewed and approved by the City Attorney's office.

Supporting Documents:
1. Cost Sharing Agreement Water Main (Celina Outer Loop)
2. Exhibit Rayburn & Parks Water Line

Financial Consideration:
Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.

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COST SHARING AGREEMENT

FOR WATER UTILITY IMPROVEMENTS

THIS COST SHARING AGREEMENT FOR WATER UTILITY IMPROVEMENTS (herein this "AGREEMENT"), is made and entered into on this the _____ day of _____, 2024, and between the City of Celina, Texas, a Texas home-rule municipality (herein "CITY"), and Rayburn Country Electric Cooperative, Inc., a Texas electric cooperative corporation ("REC"); CITY and REC may hereinafter collectively be referred to as the "PARTIES" or individually as a "PARTY".

WHEREAS, CITY and REC propose to share in the costs of constructing an 18-inch Water Main in and near the city of Celina, Texas ("MAIN"), generally located in the Celina Tap Substation Addition subdivision of the CITY (the "PROPERTY"); and

WHEREAS, the City's Subdivision Ordinance requires REC to construct the MAIN in a size of 12-inches, but REC has agreed to upsize the MAIN to 18-inches with the City's participation in costs; and

WHEREAS, CITY desires to set forth the manner in which CITY and REC may share in the actual costs of constructing the MAIN (hereinafter referred to as "CONSTRUCTION COSTS" or individually as a "CONSTRUCTION COST").

NOW, THEREFORE, for and in consideration of the promises and the consideration herein recited, the receipt of which is expressly acknowledged by the PARTIES, the PARTIES hereby mutually agree as follows:

I.

REC shall design and construct the MAIN at its own expense across the PROPERTY from the point of connection to the existing water utility system at The Parks at Wilson Creek. Attached and incorporated as **Exhibit "A"** is a drawing showing the route of the proposed MAIN with reference points relating to the approved engineering plans. **Exhibit "A"** to which further reference is made herein shall be a part of this AGREEMENT for all purposes.

II.

By the execution of this AGREEMENT, it is expressly understood that the CITY does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by REC with a third party for the construction of the subject MAIN.

III.

The subject MAIN shall upon completion of all or any segment, section, or portion thereof become the property of the CITY and subject to its jurisdiction and control.

IV.

The PARTIES agree to contribute their proportionate share of the CONSTRUCTION COSTS in the manner and amount depicted in **Exhibit "B"**, attached hereto and incorporated herein, with the CITY paying "City Costs" and REC paying "REC Costs", all upon written acceptance by the CITY of the MAIN into the CITY's water utility system. City Costs are equivalent to the costs of oversizing the MAIN from 12-inches to 18-inches.

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No later than 60 days following written acceptance of the MAIN by the CITY into the CITY'S water utility system, each Party shall pay their share of the CONSTRUCTION COSTS according to **Exhibit "B"**.

If the CITY disapproves of the CONSTRUCTION COSTS, the CITY shall provide written notice to REC specifying the amount disapproved and reasons for such disapproval. In this event, CITY shall provide a reasonable opportunity for REC to correct the disapproved CONSTRUCTION COSTS. If the CONSTRUCTION COSTS are approved only in part, the CITY shall process the approval of such partial work for payment in the manner provided herein.

V.

REC agrees to obtain and make available any necessary easements, permits, and rights of way, together with necessary working space as required to construct the subject MAIN wherever the MAIN crosses private property. The CITY shall review plans involving construction of the subject MAIN across or parallel to any public utility easement, street or property owned or controlled by the CITY. The City will reasonably approve and provide permission to construct in such areas, after review.

VI.

The MAIN shall be designed, installed, and accepted in accordance with current CITY ordinances, standards, and specifications. Construction and installation of the MAIN shall not begin until complete and accurate plans and specifications have been approved by the CITY. Each contract for construction of the MAIN shall require a two-year maintenance bond following completion of the MAIN, which bond shall run in favor of the CITY. The City Engineer or his/her representative will determine that subject MAIN is constructed in accordance with approved engineering plans and specifications and upon completion and acceptance of the MAIN shall become the property of the CITY and an integral part of the CITY's system and subject to maintenance, jurisdiction, and control of the CITY. The CITY shall have the right to inspect, at any time, the constriction of the MAIN. The CITY's inspections shall not release REC from its responsibility to construct, or ensure the construction of, the MAIN in accordance with approved engineering plans, construction plans, and other approved plans. If, for any reason, this MAIN should be commenced but not completed, that portion having been constructed and accepted by the CITY shall become the property of the CITY and subject to maintenance, jurisdiction, and control of the CITY.

VII.

No ad valorem tax, revenue or income is or shall ever be encumbered by the terms of this AGREEMENT, and no appropriation by the CITY is required therefrom when this AGREEMENT is authorized and executed. Further, this AGREEMENT shall in no manner be construed to create a debt against the CITY or charge against any of its revenues from whatever source derived.

VIII.

Should any provision of this AGREEMENT be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this AGREEMENT shall not in any way be affected and all provisions of this AGREEMENT which are not declared to be illegal shall be binding upon the PARTIES; REC agrees that in the event that a court determines all or a portion of this AGREEMENT is unenforceable, REC shall have the option to discontinue further work on the subject MAIN and if the MAIN has not been completed, refuse to make any further expenditures in the way of furnishing labor, materials and supplies. It is specifically agreed, however, that the portion of this MAIN which may have been constructed and accepted by the CITY shall become the property of the CITY for all purposes and REC shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the MAIN.

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The CITY shall not be liable for any costs expended by REC prior to the court's decision. Should REC continue work after such court decision, REC does so at their own risk, cost and expense unless PARTIES agree otherwise in writing.

IX.

REC ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE MAIN CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND REC ALSO AGREES AND DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. REC WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF THE DISCHARGE OF SUCH CLAIMS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR NEGLIGENCE OF THE CITY.

X.

Any notice, payment or instrument required or permitted by this AGREEMENT to be given or delivered to any party shall be deemed to have been received when personally delivered, transmitted by e-mail (with confirmation of delivery) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Celina, Texas Attn: City Manager 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Messer & Fort, PLLC Attn: Julie Fort 6371 Preston Road, Suite 200 Frisco, Texas 75034
To REC:	Rayburn Country Electric Cooperative, Inc. Attn: Stephen Geiger, COO PO Box 37 Rockwall, Texas 75087 sgeiger@rayburnelectric.com

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

XI.

REC'S ACKNOWLEDGEMENT OF CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES,

RULES AND REGULATIONS/REC'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(i) REC ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE ESCROWED FUNDS EXPRESSLY SET FORTH IN THIS AGREEMENT FOR CONSTRUCTION OF THE IMPROVEMENTS UNDER THIS AGREEMENT, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF REC'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE MAIN EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT REC'S ANTICIPATED IMPROVEMENTS AND REC'S DEVELOPMENT ON THE PROPERTY PLACES ON CITY'S WATER INFRASTRUCTURE.

(III) REC HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY FUNDS WHICH IT EXPENDS PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY REC, AND REC HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY CITY RELATIVE TO SAID FUNDS IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON CITY'S WATER INFRASTRUCTURE. REC FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE DEVELOPMENT.

(ii) THIS SECTION XI SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

XII.

1. **Term.** The term of this AGREEMENT shall be for a period of ten (10) years after the date of last signature of all of the Parties (the "Effective Date"). The Parties may extend the term of this Agreement if they execute an agreement in writing.

2. **Recitals.** The representations, covenants and recitations set forth in the beginning of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of CITY and REC.

3. **Binding Agreement**. This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. **Amendments**. This AGREEMENT shall not be modified, amended, or otherwise varied, except in writing signed by the CITY and REC.

5. **Governmental Powers; Waivers of Immunity**. By execution of this AGREEMENT, CITY does not waive or surrender any of its governmental powers, immunities, or rights. Nothing in this AGREEMENT shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this AGREEMENT is intended to delegate or impair the performance by CITY of its governmental functions.

6. **Governing Law**. This AGREEMENT is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall lie in Collin County, Texas.

7. **Form 1295 Certificate**. REC represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, REC has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. REC further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the CITY at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the CITY and the contract identification number, the CITY is not responsible for the information contained in the Form 1295 completed by REC. The information contained in the From 1295 completed by REC has been provided solely by REC and the CITY has not verified such information.

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CITY OF CELINA, TEXAS

By: _____
Robert Ranc ,City Manager

Date:_____

ATTEST:

_____
Susie Quinn , Interim Deputy City Secretary

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.

DocuSigned by:
By: David Naylor
54DA47B7B5304D4...
Name: David A. Naylor
Title: President/CEO

Date: 2/7/2024

EXHIBIT A
PROPERTY AND MAIN

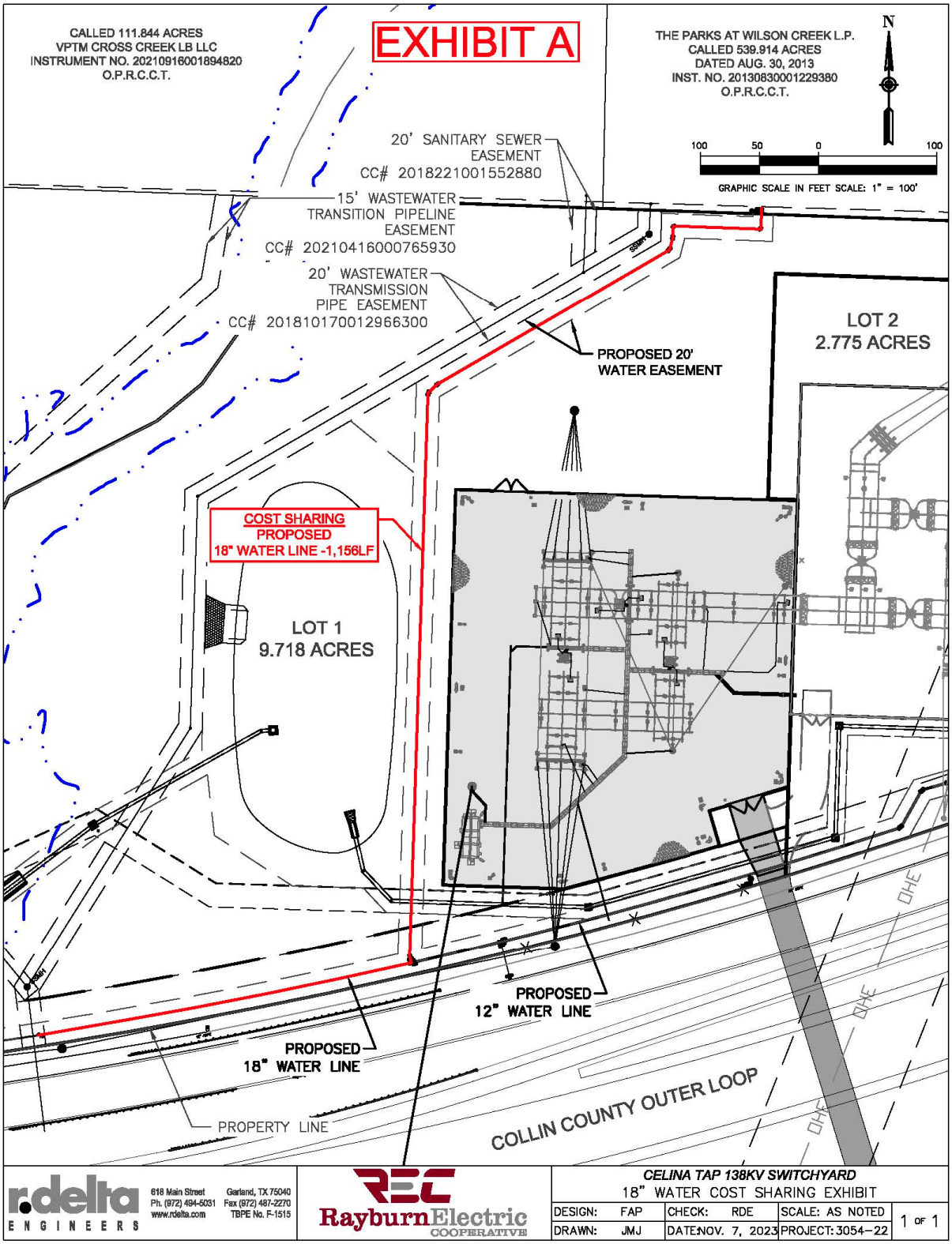


EXHIBIT B
CONSTRUCTION COSTS

Exhibit B to Cost Sharing Agreement
REC Celina Tap Switchyard
Cost Sharing Calculation for 18-Inch Water Main Construction
R-Delta Engineers, Inc. TBPE Firm No. F-1515
November 7, 2023

Bid Item	Description	Quantity	Unit	Unit Cost	REC Unit Cost (2)	City Unit Cost (3)	Total Cost	REC Cost	City Cost
CLT-14	Furnish and install 18-inch diameter PVC C-900-16 DR18 water main (1)	1156	LF	$209.00	$141.00	$68.00	$241,604.00	$162,996.00	$78,608.00
CLT-23	Furnish and install 18-inch gate valve, box, and concrete pad	1	EA	$29,000.00	$6,000.00	$23,000.00	$29,000.00	$6,000.00	$23,000.00
						Totals:	**$270,604.00**	**$168,996.00**	**$101,608.00**
						Cost Percentages:	**100.00%**	**62.45%**	**37.55%**

Notes:
(1) Price bid for 18-inch water main includes all excavation, embedment, DI fittings, thrust blocking, backfilling and all incidentals.
(2) REC unit costs taken from Contractor's bid for 12-inch water main and 12-inch gate valve.
(3) City unit costs calculated as difference between 18-inch and 12-inch water main bid pricing.
(4) Unit costs per Tri-Con Services, Inc. bid dated October 12, 2023.

CELINA TEXAS est.1876
Life Connected.

Exhibit

City of Celina

Legend

- Roads
- Parcels

Future Parks Water Line

- Future Parks Water Line
- Rayburn Under Construction
- Existing Water Line

N
W E
S

0 500 1,000 Feet

2/22/2024

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Ryan Quigley
Date:	March 7, 2024
Re:	FM 428 Water Line Relocation between Dallas Pkwy and Preston Rd (W71)

Action Requested:
Consider and act to authorize the City Manager to execute a work authorization with Freese and Nichols, Inc for the amount of $370,690.00 for the design of the relocation of waterlines along FM 428. (Glasgow)

Background Information:
The Texas Department of Transportation (TxDOT) will be realigning and reconstructing Glendenning Parkway (FM 428) as a six-lane roadway from approximately 1300 feet west of southbound Dallas Parkway to Preston Road (SH 289). Portions of the existing 36" transmission water line and 12" distribution line will be encroached upon with the widening of the road. TxDOT is obligated to compensate the City for the relocation of utilities that are in city's easements. A Standard Utility Agreement (template attached for reference) will be signed between the City and TxDOT once design plans and easement documents are completed.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Work Authorization - 2023-12-19_FM 428 WL Relocation Scope-Combined
2. Sections of water line to be relocated
3. Standard Utility Agreement Form

Financial Consideration:
Funding is available through the Water/Wastewater Escrow Fund (204). Expenditure will not exceed funds appropriated and will be committed by issuing a purchase order. TxDOT will reimburse the funds for easement acquisition, design, and construction.

Staff Recommendation:
Staff recommends approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 FNI	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Freese and Nichols, Inc.** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	FM 428 WL Relocations		
Engineer Project #:		**Work Authorization Date:**	
Engineer:	Freese and Nichols, Inc..		
Purchase Order#:		**Project #:**	
Engineer Representative	Clayton Barnard	**Owner Representative:**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celnia-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings/Plans _____are _____ are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other: Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attach as Exhibit A**
2. **Compensation:** **Attach as Exhibit B**
3. **Timeline / Schedule:** **Attach as Exhibit C**
4. **Deliverables:** **Attach as Exhibit D**

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

Execution of this Work Authorization by Owner and Consultant makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

CITY OF CELINA	**ENGINEER**
	Clayton Barnard Digitally signed by Clayton Barnard DN: C=US, E=ccb@freese.com, CN=Clayton Barnard Date: 2023.12.20 10:00:20-06'00'
Signature	Signature
	Clayton Barnard, PE
Printed Name & Title	Printed Name & Title
	12/20/2023
Date	Date

EXHIBIT A
SCOPE OF SERVICES

Project Description

The widening of FM 428 (Glendenning Parkway) is currently under design between Dallas Parkway and Preston Road by TxDOT. The City of Celina has an existing 12-inch, 18-inch, and 36-inch water lines adjacent and outside of the existing right-of-way, approximately 2,250, 2,050, and 2,050 linear feet, respectively. Most of the water line is located within the City of Celina easements. The proposed roadway (by TxDOT) is in conflict for a portion of the roadway alignment. This project will relocate the existing water line to avoid conflict with the proposed roadway. Where feasible the water line will be relocated outside the proposed right-of-way within new easements. If a new easement is not feasible the water line will be located within TxDOT right-of-way.

The project and final design will include both preliminary and final design submittals. The project will continue through bid and construction phase services. This scope of services is based upon the preparation of one set of construction contract documents (plans and specifications) for the project.

General Requirements

1. Meetings. Participate in scheduled progress meetings with the City for the anticipated duration of the project, providing minutes for each meeting denoting all decision points and/or action items agreed upon. This scope includes six (6) monthly virtual meetings for the preliminary and final design phases.

2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.

3. FNI shall coordinate with other engineering consultants as needed, as well as utility companies, franchise utilities, City of Celina, pipeline companies, or any other entity which has facilities within or adjacent to the Project, for any and all exposure, removal, and/or relocation work necessary for implementation of Project. This shall not include the preparation of additional plans and paperwork necessary to obtain any permits required by any of these entities.

4. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.

5. Prepare monthly reporting including status report, recent activities, schedule updates, and scope changes. Prepare monthly invoices and submit by the 10th of each month.

6. Deliverables related to General Requirements include:

    a. Monthly Status reports.
    b. Minutes and decision log following meetings and workshops.

Basic Services

Task 1 – Preliminary 60% Design – FNI will begin final design of the water line relocations as follows:

1. Prepare letters of permission for access to private properties for surveying. These letters are to be put on the City of Celina letterhead and sent to the appropriate landowners.

2. FNI will prepare a 60% design submittal using available TxDOT, Franchise Utility, Survey, and SUE data. The submittal will include electronic set of half size (11"x17") construction drawings, updated schedules and updated opinion of probable construction cost. These items will be submitted to the City at the 60% submittal date. In addition, the submittals will include electronic copies of the construction drawings in pdf format. Typical sheets used in the project will be:

    a. Cover Sheet
    b. General Notes
    c. Project layout control
    d. Plan and Profile sheets
    e. Details

3. Prepare draft project manual and technical specifications.

4. Upon receipt of the City's comments on the 60% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 60% plans.

5. Deliverables for the 60% Design Phase shall include:

    a. 60% submittal of Plans, Specifications and OPCC

Task 2 – 90% and Final Design Phase - After approval of the 60% plans, FNI shall provide professional services in this phase as follows:

1. Once the Preliminary comments have been received from the City, FNI will prepare 90% documents. The submittal will include electronic set of half size (11"x17") construction drawings, technical specifications, list of bid items, updated schedule, and updated opinion of probable construction cost. In addition, the submittals will include electronic copies of the construction drawings in pdf format.

2. Upon receipt of the City's comments on the 90% submittal, one (1) review meeting will be held to discuss the review comments and recommendations based on the 90% plans.

3. Once the 90% comments have been received from the City, FNI will prepare 100% documents. The submittals will include electronic set of half size (11"x17") construction drawings, technical specifications, list of bid items, updated schedule, and updated opinion of probable construction cost. In addition, the submittal will include electronic copies of the construction drawings in pdf format.

4. Upon receipt of the City's comments on the 100% submittal, one (1) review meeting will be held to discuss the review comments and recommendations based on the 100% plans.

5. Once the 100% comments have been received from the City, FNI will prepare "final" documents. Provide "final" plans, specifications, and bid proposals for construction contracts to complete this project and in accordance with the City's bidding procedures. Updated electronic set of half size (11"x17") construction drawings, technical specifications, bid

proposal and opinion of probable construction costs will be provide to the OWNER during the bidding process. In addition, the submittal will include electronic copies of the construction drawings in pdf and dwg format.

6. Deliverables for the Final Design Phase shall include:

   a. 90% submittal of Plans, Specifications and OPCC
   b. Final submittal of Plans, Specifications and OPCC

Task 3 - Bid Phase - Upon completion of the design services and approval of "Final" drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:

1. Assist City by responding to questions and interpreting bid documents. Assist in issuing addenda to the bid documents to plan holders if necessary.

2. Attend a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference, if necessary.

3. Assist City in the preparation of Construction Contract Documents for construction contracts.

Task 4 – Record Drawings

1. Prepare record drawings for the project based on information furnished by the Contractors. Provide the City AutoCAD and pdf files of the project plans.

2. Provide GIS shape files of the pipeline record drawing alignments to the City.

SPECIAL SERVICES

Task 5 - Construction Phase - Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the City by providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist City in conducting pre-construction conference with the Contractor.

2. Interpret the drawings and specifications for the City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by the City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.

3. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. FNI shall provide electronic files in PDF and a DWG copy of the Record Drawings to the City in accordance with the City’s spatial submission requirements.

Task 6 - Topographical Survey - Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.

1. Research properties and obtain copies of the existing City of Celina easements within the project area.

2. Provide digital copies of the existing easements and written Abstractor Certificate to confirm that all easements of record have been searched on each property (12 properties).

3. Research current property owners and obtain copies of subdivision plats and ownership deed within the project area.

4. Locate existing property corners and right-of-way corners to establish property lines, existing and proposed FM 428 rights-of-way and easement lines.

5. Update TxDOT boundary files to address new deeds, plats and property owners from the time the TxDOT project was surveyed.

6. Provide a digital property map in AutoCAD format showing property lines, rights-of-way lines, easements and ownership with recording information, digital copies in pdf format of plats and ownership deeds, an ASCII point file, and a written Abstractor Certificate to confirm that all documents of record have been searched on each property (12 properties).

7. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface using the Texas Department of Transportation grid to surface factor for Collin County (1.000152710). the vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B. Control Points will also be tied into the City of Celina Geodetic Control Network.

8. Gather topographical survey from the south edge of pavement of FM 428 to 75 feet past the proposed TxDOT right-of-way line, from the centerline of Glendenning Parkway to 50 feet, to include pavement edges, curb and gutter, buildings driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.

9. Request Texas 811 Ticket and mark utilities as marked by others.

10. Coordinate with the City of Celina to have City utilities marked and survey the location of the City utilities.

11. Provide a digital design survey drawing in AutoCAD format showing visible surface features located, an ASCII point file and a copy of field notes and field sketches.

Task 7 - Easement Documents: – In the event the alignment does not share an easement with the proposed Transfer Pipeline, FNI shall retain (as a subconsultant) and monitor the services of a surveying firm to perform easement document services for the project. The following shall be provided.

1. Prepare up to thirteen (13) parcel exhibits with legal descriptions for easements, signed and sealed by a Registered Professional Land Surveyor.

Task 8 - Subsurface Utility Engineering (SUE): - FNI shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).

1. As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

    a. Quality Level D (QL "D") – Information derived from existing records.

    b. Quality Level C (QL"C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).

    c. Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.

    d. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

2. For this project, QL's "B" and "A" SUE, as previously defined, will be provided. The QL "B" will be within the areas of FM 428 and Glendenning Parkway rights-of ways.

3. The QL "A" will consist of up to eight (8) test holes, along the proposed water line alignment.

4. FNI and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

Task 9 - Environmental Services: – In the event that the proposed water lines relocations do not parallel the proposed Transfer Pipeline, FNI will render the following professional environmental services in connection with the project.

Desktop Evaluation

FNI will conduct a desktop evaluation of the proposed 12-inch, 18-inch, and 36-inch diameter waterline relocation alignments. The types of information that will be utilized will include field data from the previous environmental site visit, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the proposed project areas. The evaluation will include the identification of potential waters of the U.S. and an assessment regarding potential federally listed threatened and endangered species habitats. The evaluation will be summarized in a Technical Memorandum. The draft Memorandum will be submitted to the City for review

and comments from the City will be incorporated into the final document.

Coordinate with the Texas Historical Commission

Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed one or both of these thresholds, coordination with THC is expected to be required. FNI will draft a consultation letter to the THC for the City's review and comment. FNI will incorporate the City's comments and submit the consultation letter to the THC for their review.

Task 10 – Geotechnical Engineering: Consultant will render the following geotechnical engineering professional services in connection with the project for purposes of providing geotechnical data. The services will include field exploration, laboratory testing, and reporting.

Field Exploration

1. Select appropriate locations for exploratory borings for evaluation and identification of subgrade soils according to the following:

    a. 36- and 18-inch Diameter Water Lines: Two (2) borings to a depth of 35 feet

2. Conduct one (1) site visit to mark proposed boring locations and determine and coordinate access. The Engineer will coordinate with the City and will notify Texas 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area.

3. Subcontract with a drilling contractor to drill the borings and collect samples of the subsurface materials. It is assumed that all boring locations are accessible with a truck-mounted drilling rig.

    a. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.

    b. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.

    c. The borings will be backfilled with soil cuttings.

4. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

Laboratory Testing

1. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.

2. The Engineer will select samples for laboratory testing, assign tests, and review the test results.

3. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:

    a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)

    b. Moisture content

    c. Unit dry weight

    d. Unconfined compressive strength (soil)

Reporting

1. Prepare a Geotechnical Data Technical Memorandum summarizing the investigation and data. The report will include the following:

    a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.

    b. General discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.

2. Submittals will include an electronic PDF copy of the Geotechnical Data Technical Memorandum.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by the City, which are not included in the above described scope of services, are described as follows:

A. Alignment Study

B. Preparation of the TxDOT Utility Installation Request Package (UIR)

C. Preparation of the TxDOT Standard Utility Agreement (SUA)

D. Section 404 Nationwide or Individual Permit Application

E. Cultural Resources survey(s)

F. Phase I Environmental Site Assessment

G. Federally listed Threatened/Endangered Species presence/absence survey

H. Any other environmental services not listed in the above scope of work

I. Field layouts or the furnishing of construction line and grade surveys.

J. Mitigation planning required by the USACOE 404 permit.

K. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.

L. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the City.

M. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

N. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

O. Preparing Operation and Maintenance Manuals or conducting operator training.

P. Assisting the City in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

Q. Performing investigations, studies, and analysis of substitutions of equipment and/or materials or deviations from the drawings and specifications.

R. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.

S. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.

T. Services required to resolve bid protests or to rebid the projects for any reason.

U. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.

V. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

W. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.

X. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.

Y. Provide follow-up professional services during Contractor's warranty period.

Z. Furnishing the services of a Resident Project Representative to act as the City’s on-site representative during the Construction Phase.

AA. Detailed settlement studies or other engineering issues resulting from soft soil conditions or other unexpected site conditions.

BB. Cathodic control design and construction consisting of field evaluations, engineering analysis and construction services.

CC. Providing easement acquisition services.

DD. TXDOT coordination for reimbursement.

III. DELIVERABLES

Task 1 & 2 – Preliminary Design, & Final Design	Provide Preliminary design and Final design plans and specifications for the 12-inch, 18-inch, and 36-inch water lines along FM428 and Glendenning Parkway.
Task 3 – Bid Phase	Assist the City in securing bids and issuing construction plans and specifications for the design of the project.
Task 4 – Record Drawing	Provide PDF and DWG Record Drawings.
Task 5 – Construction Phase	Provide limited general construction representative services throughout the construction of the project.
Task 6 – Topographical Survey	Provide all Plats and Easement Documents dedicated to the City within the proposed TxDOT ROW to be included in TxDOT reimbursement package. Confirm TxDOT Boundary Survey is accurate and complete and prepare written Easements where necessary. AutoCAD file with horizontal and vertical control points, property lines, existing easements, existing utilities and 1-foot contours.
Task 7 – Easement Documents	Exhibits and legal descriptions for the proposed permanent and temporary easements for the pipeline.
Task 8 – Subsurface Utility Engineering (SUE)	AutoCAD file with horizontal locations of Level B locations and vertical elevation of Level A locations.
Task 9 – Environmental Services	Technical memorandum documenting the conclusions and recommendations of the environmental permitting evaluation.
Task 10 – Geotechnical Engineering	Technical memorandum documenting the conclusions and recommendations of the geotechnical investigation logs.

EXHIBIT B
COMPENSATION SCHEDULE

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	December 2023	-
Task 1 – Preliminary 60% Design	January 2024	$111,000
Task 2 - Preliminary 90% Design & Final Design	May 2024	$118,200
Task 3 - Bid Phase	June 2024	$9,640
Task 4 – Record Drawings	June 2025	$12,500
Task 5 - Construction Phase	June 2025	$10,650
Task 6 - Topographical Survey	January 2024	$26,850
Task 7 - Easement Documents	February 2024	$35,400
Task 8 - Subsurface Utility Engineering (SUE)	February 2024	$24,900
Task 9 - Environmental Services	March 2024	$5,750
Task 10 – Geotechnical Engineering	January 2024	$15,800
Total Compensation		**$370,690**

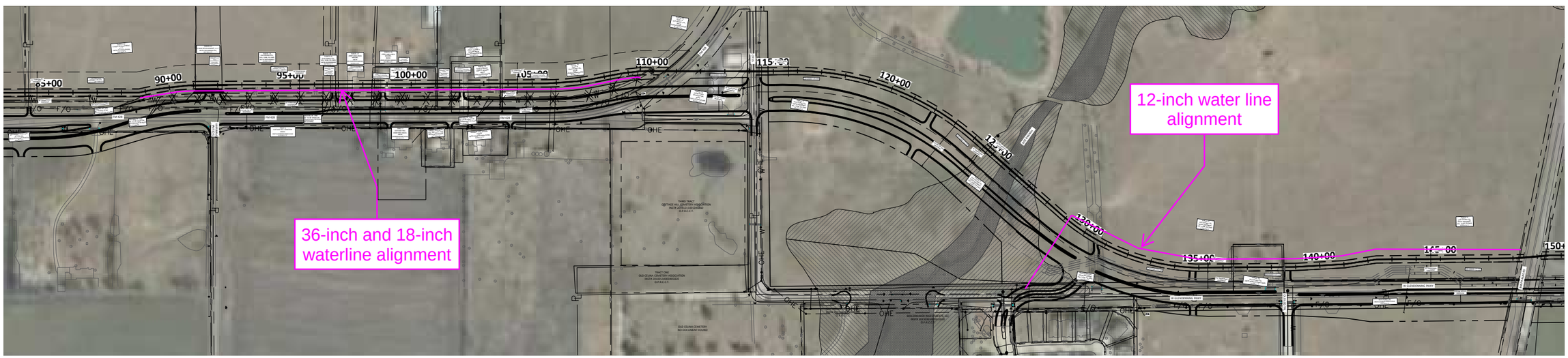
EXHIBIT C
COMPENSATION SUMMARY

I. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Preliminary 60% Design	$111,000
Task 2 - Preliminary 90% Design & Final Design	$118,200
Task 3 - Bid Phase	$9,640
Task 4 – Record Drawings	$12,500
Total Basic Services:	**$251,340**

Special Services (Hourly Not-to-Exceed)	Amount
Task 5 - Construction Phase	$10,650
Task 6 - Topographical Survey	$26,850
Task 7 - Easement Documents	$35,400
Task 8 - Subsurface Utility Engineering (SUE)	$24,900
Task 9 - Environmental Services	$5,750
Task 10 – Geotechnical Engineering	$15,800
Total Special Services:	**$119,350**

Direct Expenses	Amount
None	$0
Total Direct Expenses:	**$0**


12-inch water line alignment
36-inch and 18-inch waterline alignment
65+00
90+00
95+00
100+00
105+00
110+00
115+00
120+00
125+00
130+00
135+00
140+00
145+00
150+

Texas Department of Transportation®

DALLAS DISTRICT
DESIGN SCHEMATIC
CEASON G. CLEMENS, P.E.
DISTRICT ENGINEER

FM 428

FROM: DALLAS PARKWAY TO SH 289/PRESTON ROAD
CSJ: 2678-01-011
COLLIN COUNTY

FUNCTIONAL CLASS: URBAN MAJOR ARTERIAL

DESIGN SPEED: 45 MPH

DESIGN SPEED MEETS OR IMPROVES EXISTING CONDITIONS
GLEN OAKS DRIVE TO SH 289
PROJECT LENGTH: 2.03 MILES

NOVEMBER 2022

LOCATION MAP

DESIGN PROJECT
CSJ: 2678-01-011

END PROJECT
CSJ: 2678-01-011

100% SUBMITTAL

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND MAY NOT BE SUFFICIENT/ADEQUATE FOR PERMITTING, PROCUREMENT, OR CONSTRUCTION PURPOSES. PREPARED FOR THE REVIEW OF UNDER THE SUPERVISION OF:

COLLIN COUNTY

TEXAS COUNTY MAP
N/A

RYAN J. LASSEIGNE 11/30/21 NOVEMBER 30, 2022
P.E. NO. DATE

HNTB CORPORATION
FIRM # TBPE-F-2165

HNTB
HNTB Corporation
The HNTB Companies
Engineers. Architects. Professionals.

ROLL 1 OF 3

0 100 200
SCALE: 1" = 100'

DATE SUBMITTED
DATE APPROVED

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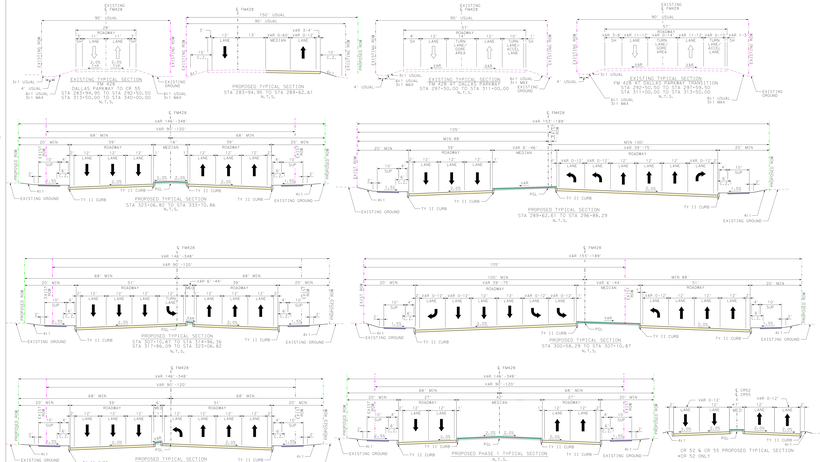


GENERAL NOTES:

1.FINAL LOCATION OF MEDIAN OPENINGS WILL BE DETERMINED IN THE PSAC DEVELOPMENT PHASE IN COORDINATION WITH TXDOT AND THE CITY OF COLLIN.

2.DIMENSIONS ARE TO THE EDGE OF PAVEMENT OR NOMINAL FACE OF CURB, RAIL, BARRIER, OR WALL.

3.APPROXIMATE 100 YEAR FLOODPLAIN LIMITS ARE BASED UPON FEMA FLOOD INSURANCE RATE MAPS FIRM PANEL 48085C0215J DATED 06/06/2013.

4.OWNERSHIP INFORMATION SHOWN ON SCHEMATIC OBTAINED FROM COLLIN COUNTY APPRAISAL DISTRICT (APRIL, 2020).

5.SIDE RAMPS AND SIDEWALKS ARE DIAGRAMMATIC ONLY AND WILL BE DESIGNED DURING PSAC.

6.BUILDINGS ARE SHOWN AS POTENTIAL DISPLACEMENT IF THE PROPOSED ROW PHYSICALLY INTERSECTS THE EXISTING BUILDING FOOTPRINT.

7.CURBS ARE TYPE II (8").

8.CONVENTIONAL ROADWAY SIGNAGE (SMALL SIGNS) WILL BE DEVELOPED DURING THE PSAC PHASE OF THE PROJECT.

9.TYPICAL DRIVEWAY CURB RETURN RADII IS 15 FEET,UNLESS NOTED OTHERWISE.

10.DRAINAGE FACILITIES WILL BE DESIGNED TO COMPLY WITH CRITERIA AGREED WITH BOTH THE CITY OF CELINA AND THE NORTH TEXAS TOLLWAY AUTHORITY (NTTA) DRAINAGE DESIGN CRITERIA MANUAL. THE PROPOSED DRAINAGE DIMENSIONS, TURN BAYS NOT COMPLIANT WITH 45 MPH MEET TXDOT ROADWAY DESIGN MANUAL ALLOWANCE FOR 35 MPH.

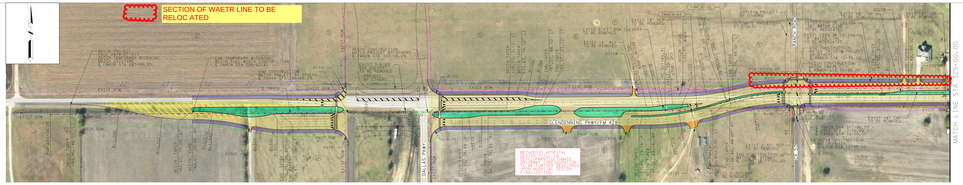
LEGEND
- PROPOSED PAVEMENT
- PROPOSED MEDIAN
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY
- PROPOSED BRIDGE
- PROPOSED ROW
- POTENTIAL DISPLACEMENT
- PAVEMENT REMOVAL
- EXISTING CENTERLINE
- EXISTING ROW
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED ROW
- EXISTING DRAINAGE
- FDM FLOOD ZONE AE
- FDM FLOODWAY SECTION
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING WATER LINE
- EXISTING SANITARY SEWER
- EXISTING TURN LINE
- EXISTING TELECOM LINE
- EXISTING FIBER OPTIC
- EXISTING GAS LINE
- CURVE NUMBER
- PARCEL ID

PARCEL ID	OWNER NAME	PARCEL ID	OWNER NAME
1	TEXAS REPUBLIC REALTY LTD	19	OVU CELINA LLC
2	BLUE STAR LAND LP	20	OVU CELINA LLC
3	BLUE STAR LAND LP	21	CHARLES RAY
4	BLUE STAR LAND LP	22	OVUNDERWOOD REA & SHERRIE W
5	BLUE STAR LAND LP	23	OVU CELINA LLC
6	BLUE STAR LAND LP	24	OVU TRAILS HOMEOWNERS ASSOCIATION INC
7	OVU CELINA LLC	25	OVUN CREEKS OWNERS ASSOCIATION INC
8	UNITED STATES OF DALLAS D/B/A	26	OVU CELINA LLC
9	OVU CELINA LLC	27	OVU CELINA LLC
10	OVU CELINA LLC	28	HOMLAND HOMES - DALLAS LLC
11	OVU CELINA LLC	29	HOMLAND HOMES - DALLAS LLC
12	WOODS JERRY L & LINDA	30	HOMLAND HOMES - DALLAS LLC
13	WOODS JERRY L	31	HOMLAND HOMES - DALLAS LLC
14	WOODS JERRY L & KATHY KANELL	32	OVUNDERWOOD REA & SHERRIE W
15	WOODS JERRY L	33	OVUN CREEKS OWNERS ASSOCIATION INC
16	WOODS JERRY L	34	OVU CELINA LLC
17	WOODS JERRY L	35	OVU CELINA LLC
18	WOODS JERRY L & RAQUEL	36	OVU CELINA LLC
19	OVU CELINA LLC	37	BEAR CREEK NORTHSIDE LP
20	OVU CELINA LLC	38	BEAR CREEK NORTHSIDE LP RAIL
21	OVUNDERWOOD REA & SHERRIE W	39	WILLIAMS PROPERTIES LP
22	OVU CELINA LLC	40	WILLIAMS PROPERTIES LP
23	OVUN CREEKS OWNERS ASSOCIATION	41	WILLIAMS PROPERTIES LP
24	OVU TRAILS HOMEOWNERS ASSOCIATION	42	CELINA 97 PRESTON LLC
25	OVUN CREEKS OWNERS ASSOCIATION	43	CELINA 97 PRESTON LLC
26	OVU TRAILS HOMEOWNERS ASSOCIATION	44	WATTUMAR 2 GFR LLC

CURVE NO	STATION	COORDINATE	BEARING / DELTA	LENGTH	TANGENT	RADIUS
0	PI					
0	PCC					
FM428-01	PCC 283+00.00	7167600.000 2482564.0988	N 89 37 30.00" E	1866.95		
	PT 302+66.95	7167601.000 2484430.9988	N 89 37 30.00" E			
	PCC 302+66.95	7167601.000 2484430.9988	N 89 37 30.00" E	291.39	146.55	1100.00
	PRC 311+58.34	7167571.000 2484727.1376	N 76 26 55.00" E			
	PRC 311+58.34	7167571.000 2484727.1376	N 76 26 55.00" E			
FM428-02	PT 314+04.55	7167591.592 2484945.5686	S 87 16 54.57" E	245.42	147.58	1100.00
	PCC 314+04.55	7167591.592 2484945.5686	S 87 16 54.57" E			
	PT 317+66.36	7167590.000 2485306.0000	S 87 16 54.57" E			
0 SZ (DESIGN SPEED: 45 MPH)						
	PCC 317+66.36	7167590.000 2485306.0000	S 87 16 54.57" E	120.00		
	PRC 319+06.82	7167591.000 2485426.0000	S 87 16 54.57" E			

NOTES:
1.DESIGN SPECIFICATIONS BASED ON AASHTO'S "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" (2011) AND TXDOT'S ROADWAY DESIGN MANUAL (2020) UNLESS OTHERWISE NOTED.
2.DESIGN SCHEMATIC IS PRELIMINARY REVIEW AND APPROVAL BY TTI.

LEGEND:
PCC = PVC (VCP) SCT
PRC = VCP (VCP) ACT
PT = PVT (VCP) ECT
PI = PIVT (VCP) ICT
PC = PVC (VCP) CT
PT = PVT (VCP) CT
PI = PIVT (VCP) IT


SECTION OF WAETR LINE TO BE RELOC ATED
EXISTING PROJECT ROW
PROPOSED PROJECT ROW
EXISTING PROJECT ROW
PROPOSED PROJECT ROW
GLENDONCHE PKWY/FM 428
PROPOSED ROW
EXISTING PROJECT ROW
PROPOSED PROJECT ROW
EXISTING PROJECT ROW
PROPOSED PROJECT ROW
EXISTING PROJECT ROW
PROPOSED PROJECT

Texas Department of Transportation®

DALLAS DISTRICT
DESIGN SCHEMATIC
CEASON G. CLEMENS, P.E.
DISTRICT ENGINEER

FM 428

FROM: DALLAS PARKWAY TO
SH 289/PRESTON ROAD
CSJ: 2678-01-011
COLLIN COUNTY

FUNCTIONAL CLASS: URBAN MAJOR ARTERIAL

DESIGN SPEED: 45 MPH

DESIGN SPEED MEETS OR IMPROVES EXISTING CONDITIONS
GLEN CROSSING DRIVE, SB STA

PROJECT LENGTH: 2.03 MILES

NOVEMBER 2022

LOCATION MAP

DESIGN PROJECT
STA 320+00.00

END PROJECT
STA 381+71.92

100% SUBMITTAL

PRELIMINARY

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND SUBMITTED FOR REGULATORY APPROVAL, REVIEW PURPOSES ONLY AND NOT FOR CONSTRUCTION, BIDDING, RECORDING OR ORDER THE SUPERVISION OF.

COLLIN COUNTY

TEXAS COUNTY MAP

RYAN G. LASSERE — 11/30/22
P.E. NO. — DATE

NOVEMBER 30, 2022
DATE TIME PLOTTED

HNTB CORPORATION
THE HNTB COMPANIES

HNTB

ROLL 2 OF 3

DATE
SUBMITTED

DATE
APPROVED

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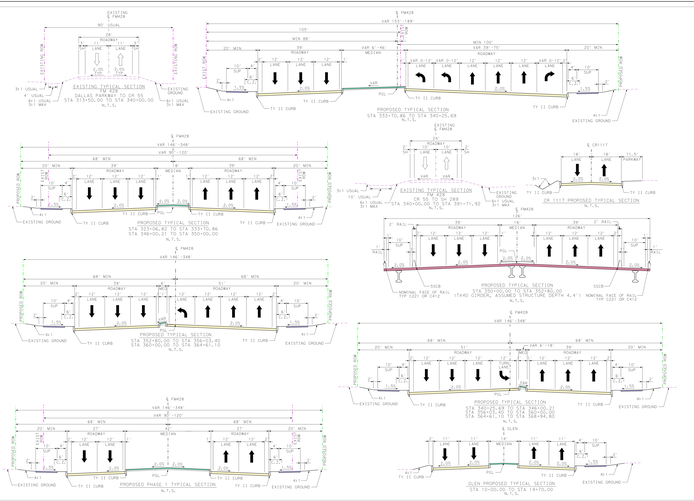


GENERAL NOTES:

1.FINAL LOCATION OF MEDIAN OPENINGS WILL BE DETERMINED IN THE PSAE DEVELOPMENT PHASE IN COORDINATION WITH TXDOT AND THE CITY OF COLLINA.

2.DIMENSIONS ARE TO THE EDGE OF PAVEMENT OR NOMINAL FACE OF CURB, RAIL, BARRIER, OR WALL.

3.APPROXIMATE TO YEAR 2100FLOOD LIMITS ARE BASED UPON FEMA FLOOD INSURANCE RATE MAPS FIRM PANEL 48085C0330J, EFFECTIVE 06/05/2009.

4.OWNERSHIP INFORMATION SHOWN ON SCHEMATIC OBTAINED FROM COLLIN COUNTY APPRAISAL DISTRICT (APRIL, 2020).

5.RDA RAMPS AND SIDEWALKS ARE DIAGRAMMATIC ONLY AND WILL BE DESIGNED DURING PSAE.

6.BUILDINGS ARE SHOWN AS POTENTIAL DISPLACEMENT IF THE PROPOSED ROW PHYSICALLY INTERSECTS THE EXISTING BUILDING FOOTPRINT.

7.CURVES AND TYPE II (8') CURB RAMPS ARE DIAGRAMMATIC ONLY AND WILL BE DESIGNED DURING PSAE.

8.CONVENTIONAL ROADWAY SIGNAGE (SMALL SIGNS) WILL BE DEVELOPED DURING THE PSAE PHASE OF THE PROJECT.

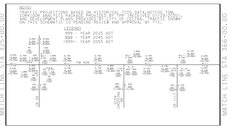
9.TYPICAL DRIVEWAY CURB RETURN RADII 15 TO 15 FEET UNLESS NOTED OTHERWISE.

10.ALL CONSTRUCTION WITHIN THE CITY OF COLLINA LIMITS WILL BE COORDINATED WITH BOTH THE CITY OF COLLINA AND TXDOT. ALL CONSTRUCTION WITHIN TXDOT RIGHT OF WAY WILL BE COORDINATED WITH TXDOT. DIMENSIONS, TURN BAYS NOT COMPLIANT WITH 45 MPH WILL MEET TXDOT ROADWAY DESIGN MANUAL ALLOWANCE FOR 35 MPH.

CURVE NO	STATION	COORDINATE	BEARING / DELTA	LENGTH	RADIUS	DEGREE
FM428-03	PC 331+26.40 PT 334+52.80	X=6767.8423 X=6767.8423	S88°56'55.33"E S88°56'55.33"E	W RP=0°35'35.0" W RP=0°35'35.0" L=326.40	250.0	10.74
FM428-04	PC 337+00.00 PT 339+71.92	X=6767.8423 X=6767.8423	S88°56'55.33"E S88°56'55.33"E	W RP=0°35'35.0" W RP=0°35'35.0" L=271.92	195.34	14.31
FM428-05	PC 341+71.92 PT 343+43.26	X=6767.8423 X=6767.8423	S88°56'55.33"E S88°56'55.33"E	W RP=0°35'35.0" W RP=0°35'35.0" L=171.34	811.58	2°05'15.1" 2°05'15.1"
FM428-06	PC 346+00.00 PT 348+43.26	X=6767.8423 X=6767.8423	S88°56'55.33"E S88°56'55.33"E	W RP=0°35'35.0" W RP=0°35'35.0" L=243.26	824.30	2°11'41" 2°11'41"
FM428-07	PC 350+00.00 PT 352+00.00	X=6767.8423 X=6767.8423	S88°56'55.33"E S88°56'55.33"E	W RP=0°35'35.0" W RP=0°35'35.0" L=200.00	1668.28	
GLEN CROSSING	PC 10+00.00 PT 14+70.00	X=6767.4417 X=6767.4417	S88°56'55.33"E S88°56'55.33"E	W RP=0°35'35.0" W RP=0°35'35.0" L=470.00	150.00	
GLEN-01	PC 11+26.00 PT 12+26.00	X=6504.3969 X=6504.3969	S89°09'06.41"E S89°09'06.41"E	W RP=0°47'45.5" W RP=0°47'45.5" L=100.00	150.14	38.21 38.21
GLEN-02	PC 13+76.14 PT 14+76.14	X=6504.4164 X=6504.4164	S89°07'13.59"E S89°07'13.59"E	W RP=0°52'15.9" W RP=0°52'15.9" L=100.00	136.66	38.26 38.26
OR 11117 (SECTION SPEED: 30 MPH)						
OR	PC 0+00.00 PT 0+50.00	X=6504.1129 X=6504.1129	S89°06'13.96"E S89°06'13.96"E	W RP=0°17'15.9" W RP=0°17'15.9" L=50.00	200.00	

NOTES:
TRAFFIC PROJECTIONS BASED ON SCHEDULE 1 WITH DEVELOPMENTS FROM THE CITY OF COLLINA DATED 10/31/2022 AND TXDOT DATA DATED 11/14/2022 PROVIDED BY THE CITY OF COLLINA. SEE TRAFFIC REPORT FOR ADDITIONAL INFORMATION.

LEGEND
2022 - YEAR 2025 ADT
2042 - YEAR 2045 ADT
2099- YEAR 2055 ADT

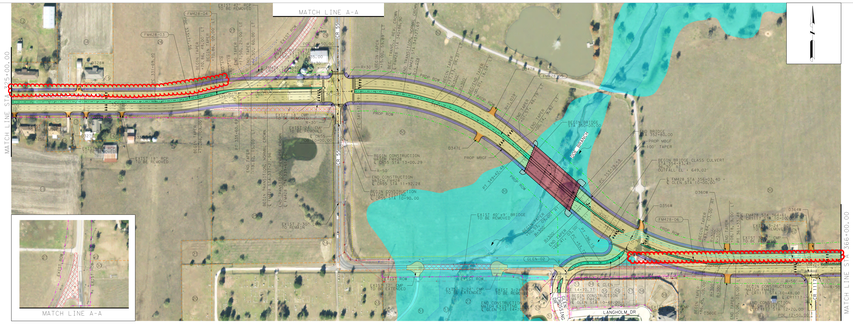


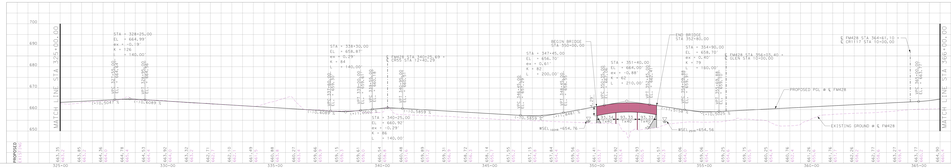
LEGEND

- PROPOSED PAVEMENT
- PROPOSED MEDIAN
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY
- PROPOSED BRIDGE
- PROPOSED CURB RAMP
- POTENTIAL DISPLACEMENT
- PAVEMENT REMOVAL
- EXISTING CENTER LINE
- EXISTING RAIL
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED ROW
- EXISTING ROW LINE
- FEMA FLOOD ZONE AE
- FEMA FLOOD0x1 SECTION
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING STORM LINE
- EXISTING TELECOM LINE
- EXISTING FIBER OPTIC
- EXISTING GAS LINE
- CURVE NO.
- CURVE NUMBER
- PARCEL ID

PARCEL ID	OWNER NAME
1	TEXAS REPUBLIC REALTY, LTD.
2	ONE 428 LAND LP
3	ONE 428 LAND LP
4	ONE 428 LAND LP
5	ONE 428 LAND LP
6	ONE 428 LAND LP
7	NORTHEAST HOSPITALS OF DALLAS D/B/A
8	MC PRESTON SUTTON
9	WOOD, STEVEN
10	WOOD, STEVEN
11	WOOD, STEVEN
12	WOOD, STEVEN
13	WOOD WALL A & A FAMA KAMLEY
14	WOOD, STEVEN
15	WOOD, STEVEN
16	FIORE ANDREW & V RAGHU
17	FIORE ANDREW & V RAGHU
18	COTTAGE ROW
19	COTTAGE ROW CEMETERY ASSOCIATION
20	COTTAGE ROW
21	COTTAGE ROW CEMETERY ASSOCIATION
22	BRIO FINANCE INVESTMENTS LLC
23	BRIO FINANCE INVESTMENTS LLC
24	COTTAGE ROW
25	COTTAGE ROW CEMETERY ASSOCIATION
26	COTTAGE ROW
27	COTTAGE ROW CEMETERY ASSOCIATION
28	COTTAGE ROW
29	PRESTON PLACE LLC
30	PRESTON PLACE LLC & A & SHERRIE W
31	PRESTON PLACE LLC
32	CLEAR CREEK OWNERS ASSOCIATION INC
33	CLEAR CREEK OWNERS ASSOCIATION INC
34	CLEAR CREEK OWNERS ASSOCIATION INC
35	MIDLAND HOMES DALLAS LLC
36	MIDLAND HOMES DALLAS LLC
37	MIDLAND HOMES DALLAS LLC
38	MAA LITTLE ELM LP
39	MAA LITTLE ELM LP
40	CLEAR CREEK OWNERS ASSOCIATION INC
41	CLEAR CREEK OWNERS ASSOCIATION INC
42	CLEAR CREEK OWNERS ASSOCIATION INC
43	CLEAR CREEK OWNERS ASSOCIATION INC
44	DOS VIENTOS LLC
45	DOS VIENTOS LLC
46	WILLIAMS WESLEY & CHERYL A JT WROS
47	WILLIAMS WESLEY & CHERYL A JT WROS
48	WILLIAMS WESLEY
49	WILLIAMS WESLEY
50	PRESTON PLACE LLC
51	PRESTON PLACE LLC & PRESTON LLC
52	STONE, GARY & JANA
53	STONE, GARY & JANA

SECTION OF WAETR LINE TO BE RELOCATED





Texas Department of Transportation®

DALLAS DISTRICT
DESIGN SCHEMATIC
CEASON G. CLEMENS, P.E.
DISTRICT ENGINEER

FM 428

FROM: DALLAS PARKWAY TO
SH 289/PRESTON ROAD
CSJ: 2678-01-011
COLLIN COUNTY

FUNCTIONAL CLASS: URBAN MAJOR ARTERIAL

DESIGN SPEED: 45 MPH

DESIGN SPEED MEETS OR IMPROVES EXISTING CONDITIONS
GLEN CROSSING DRIVE, SB STA

PROJECT LENGTH: 2.03 MILES

NOVEMBER 2022

LOCATION MAP

DESIGN PROJECT
STA 320+00.00

END PROJECT
STA 381+71.92

100% SUBMITTAL

PRELIMINARY

FOR INTERIM REVIEW ONLY

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COLLIN COUNTY

TEXAS COUNTY MAP

RYAN G. LASSERE — 11/30/22
P.E. NO. — DATE

NOVEMBER 30, 2022
DATE TIME PLOTTED

HNTB CORPORATION
THE HNTB COMPANIES

HNTB

ROLL 2 OF 3

DATE
SUBMITTED

DATE
APPROVED

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Texas Department of Transportation®

DALLAS DISTRICT
DESIGN SCHEMATIC
CEASON G. CLEMENS, P.E.
DISTRICT ENGINEER

FM 428

FROM: DALLAS PARKWAY TO SH 289/PRESTON ROAD
CSJ: 2678-01-011
COLLIN COUNTY

FUNCTIONAL CLASS: URBAN MAJOR ARTERIAL

DESIGN SPEED: = 45 MPH

DESIGN SPEED MEETS OR IMPROVES EXISTING CONDITIONS: GLEN CROSSING DRIVE, CR 1117

PROJECT LENGTH: 2.03 MILES

NOVEMBER 2022

LOCATION MAP

100% SUBMITTAL

PRELIMINARY

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVISION ONLY. THEY ARE NOT TO BE RELEASED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THEY ARE PRELIMINARY IN NATURE UNTIL THE SUPERVISION OF:

COLLIN COUNTY
TEXAS COUNTY MAP
N/A

RYAN D. LASSIGNE 11/30/21 NOVEMBER 30, 2022
P.E. NO. DATE

HNTB CORPORATION
TBPE FIRM NO. F-2127

HNTB Corporation
The HNTB Companies
Delivering Solutions for Communities

ROLL 3 OF 3

0 100 200
SCALE IN FEET

DATE SUBMITTED
DATE APPROVED

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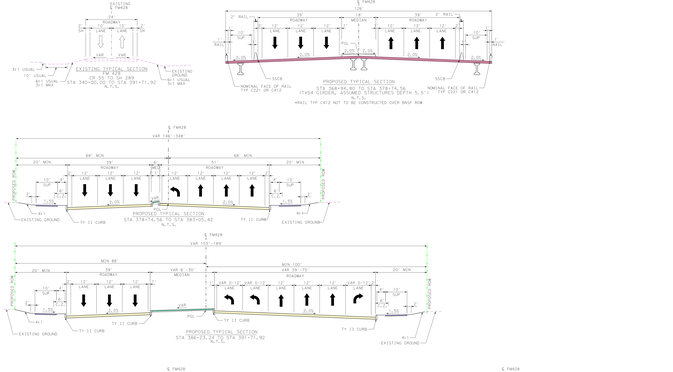

GENERAL NOTES:

1.FINAL LOCATION OF MEDIAN OPENINGS WILL BE DETERMINED IN THE PS&E DEVELOPMENT PHASE IN COORDINATION WITH TXDOT AND THE CITY OF CELINA.

2.DIMENSIONS ARE TO THE EDGE OF PAVEMENT OR NOMINAL FACE OF CURB, RAIL, BARRIER, OR WALL.

3.APPROXIMATE 100 YEAR FLOODPLAIN LIMITS ARE BASED UPON FEMA FLOOD INSURANCE RATE MAPS FIRM PANEL 48085C0215J, EFFECTIVE 06/02/2014.

4.OWNERSHIP INFORMATION SHOWN ON SCHEMATIC OBTAINED FROM COLLIN COUNTY APPRAISAL DISTRICT (APRIL, 2020).

5.ADA RAMPS AND SIDEWALKS ARE DIAGRAMMATIC ONLY AND WILL BE DESIGNED DURING PS&E.

6.BUILDINGS AND SHOWN AS POTENTIAL DISPLACEMENT IF THE PROPOSED ROW PHYSICALLY INTERSECTS THE EXISTING BUILDING FOOTPRINT.

7.CURVES ARE TYPE II (B-4).

8.CONVENTIONAL ROADWAY SIGNAGE (SMALL SIGNS) WILL BE DEVELOPED DURING THE PS&E PHASE OF THE PROJECT.

9.TYPICAL DRIVEWAY CURB RETURN RADII IS 15 FEET UNLESS NOTED OTHERWISE.

10.FUTURE CONSTRUCTION PROJECTS (SIGNALIZED INTERSECTIONS) IN VICINITY WITHIN BOTH THE CITY OF CELINA AND THE CITY OF PRINCETON WILL BE DESIGNED TO ACCOMMODATE THE FUTURE WIDENING OF FM 428 AS SHOWN IN THE DIMENSIONS. TURN BAYS NOT COMPLIANT WITH 45 MPH MEET TXDOT ROADWAY DESIGN MANUAL ALLOWANCE FOR 35 MPH.

CURVE NO	STATION	COORDINATE		BEARING / DELTA	LENGTH	TANGENT	RADIUS
		X	Y				
	POB 398+01.17	7143573.3963	2493829.4945	N, 89°29'50.1"-	1368.28		

MATCH LINE - SEE SHEET 2 OF 3
POB 398+01.17
N 7143573.3963
E 2493829.4945
N 89°29'50.1"E
1368.28'

STANDARD UTILITY AGREEMENT

U Number: Utility ID:

District:	County:
Federal Project No.:	Highway:
ROW CSJ:	From:
Highway Project Letting Date:	To:

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, (**"State**"), and , ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: [Enter scope of work here or submission will not be complete] ; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

_____	_____	_____	_____
Initial	Date	Initial	Date
TxDOT		Utility	

acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of $ as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");

_____	_____		_____	_____
Initial	Date		Initial	Date
TxDOT			Utility	

- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

_____	_____		_____	_____
Initial	Date		Initial	Date
TxDOT			Utility	

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: _____
Name of Utility

By: _____
Authorized Signature

_____
Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
Director of TP&D (or designee), District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

_____ Initial _____ Date TxDOT

_____ Initial _____ Date Utility

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☐ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "B"
Accounting Method

☐ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "C"
Schedule of Work

Estimated Start Date: , (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days):

Estimated Completion Date:

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "D"
Statement Covering Contract Work

(ROW–U–48)
(ROW–U–48–1, if applicable)

Construction Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☐ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☐ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure utility consultant.

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

☐ Utility Joint Use Agreement (ROW–U–JUA)

☐ Utility Installation Review/Permit Number:

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: %

☐ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

Initial _____ Date _____ TxDOT

Initial _____ Date _____ Utility

Attachment "G"
Betterment Calculation and Estimate

☐ Elective Betterment Ratio established: %
(Calculation attached and justification below)

☐ Forced Betterment
(Provide supporting documentation)

☐ Not Applicable

Elective betterment justification statement:

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "H"
Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial	Date	Initial	Date
TxDOT		Utility	

Life Connected.

Parks
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Cody Webb, Director of Parks & Recreation
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Drew Jenks
Date:	March 7, 2024
Re:	2024-084 CMAR Services for Wilson Creek Park Phase 1

Action Requested:
Consider and act to award RFP 2024-084 for Construction Management Services (CMAR) to Dean Construction for Wilson Creek Park Phase 1 (P31) for a pre-construction fee of $8,000 and a construction services fee of 2.5%. (Webb)

Background Information:
On January 4th, 2024, the City received responses to RFP 2024-084 for a Construction Manager at Risk for Wilson Creek Park Phase 1. The CMAR service includes demolition, site clearing, excavation, fill, select fill and backfill, site utilities including water, sewer, storm drainage along with fiber, cable, natural gas, telephone, and electrical lines, concrete sidewalks, decomposed granite trails, curbs and gutters, asphalt and concrete paving, rough and finish grading, topsoil and seeding, irrigation, tree and shrub planting, concrete slab-on-grade, stone or masonry exterior veneer, structural steel or cast in place concrete frame (columns and joists), metal roof deck, miscellaneous metals and metal fabrications, rough and finish carpentry, millwork and casework, damp proofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, metal soffit panels, modified bitumen, standing seam metal or clay tile roofing solid core wood doors and frames, metal doors and frames, aluminum doors and frames, prefinished aluminum door frames, glass and glazing, architectural hardware, acoustical ceilings, metal studs and support systems, painting and special coatings, interior and exterior signage, metal louvers and miscellaneous specialties, fire protection, lightning protection, and mechanical, plumbing and electrical systems.

The bid invitation was advertised in the local paper and posted to the City's eProcurement system in which (524) vendors were notified. (1) No-Bids and (7) responses were received.

The submittals were reviewed by a committee. Procurement evaluated the financial aspects of the solicitation. The committee reviewed each firm's experience and qualifications of the proposed team. Upon completion of the evaluation, staff unanimously recommended Dean Construction.

Staff is requesting authorization to contract with Dean Construction for pre-construction services. Dean Construction will work with staff to manage and oversee the construction process for this project. Once the design is complete, staff will present the guaranteed maximum price (GMP) for Council consideration.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Scoring Summary
2. Bid Tabulation by Line
3. CMAR_Contract_Dean Construction_Wilson Creek Park Phase 1 - unsigned
4. wilson creek phase 1

Financial Consideration:
Funding is available through Bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends awarding the contract as presented.

Supplier Scoring Summary		2024-084 Addendum 3 - CMAR for Wilson Creek Park Phase 1 - Scoring Round Purchasing										
Supplier	Rank	Score		Bid Evaluation	Cost - Subjective	Overall Ability to Meet City's Objectives	Experience with Similar Facility Construction	Experience with construction modification	Qualification of Project Personnel	References	Financial Statements	
		100			40.00	10.00	10.00	10.00	10.00	10.00	10.00	
Dean Construction	1	84.67			26.00	9.67	10.00	9.33	9.67	10.00	10.00	
AUI Partners, LLC	2	83.67			33.00	8.67	8.67	8.00	8.33	10.00	7.00	
Crossland Construction Company	3	78.00			31.00	8.67	7.33	8.33	7.67	8.00	7.00	
Lee Lewis Construction, Inc.	4	72.67			19.00	9.00	9.00	8.33	8.33	10.00	9.00	
CORE Construction	5	72.33			21.00	9.00	10.00	8.67	8.67	10.00	5.00	
Byrne Construction Services	6	72.00			29.00	7.33	6.67	6.67	7.33	10.00	5.00	
Hill & Wilkinson General Contr	7	69.67			22.00	8.00	6.33	8.33	8.00	10.00	7.00	
Tegrity Contractors	8	68.00			23.00	6.33	5.67	6.67	6.33	10.00	10.00	
The Fain Group, Inc.	9	66.33			15.00	8.00	7.67	7.67	8.00	10.00	10.00	
		74.15			24.33	8.30	7.93	8.00	8.04	9.78	7.78	

Bid Tabulation

2024-084 Addendum 3
CMAR for Wilson Creek Park Phase 1

				AUI Partners, LLC		Lee Lewis Construction, Inc.		Tegrity Contractors	
				Total Price	$1,500.00	Total Price	$5,000.00	Total Price	$7,777.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Pre-Construction Fee	1	EA	**$1,500.00**	$1,500.00	$5,000.00	$5,000.00	$7,777.00	$7,777.00
2	Construction Services Fee	1	Percentage	2.65%		3.75%		2.77%	

				Dean Construction		Byrne Construction Services		Crossland Construction Co.	
				Total Price	$8,000.00	Total Price	$15,000.00	Total Price	$15,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Pre-Construction Fee	1	EA	$8,000.00	$8,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
2	Construction Services Fee	1	Percentage	2.5%		2.15%		1.99%	

				Hill & Wilkinson General Cont.		CORE Construction		The Fain Group, Inc.	
				Total Price	$19,500.00	Total Price	$25,000.00	Total Price	$48,500.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Pre-Construction Fee	1	EA	$19,500.00	$19,500.00	$25,000.00	$25,000.00	$48,500.00	$48,500.00
2	Construction Services Fee	1	Percentage	2.75%		3.0%		4.0%	

The summary reflects all submissions received. This document acknowledges receipt of the submission and does not acknowledge responsiveness or acceptance. The City will review and determine the responsiveness based on applicable laws, procurement policy and specifications. The City provides notification to the successful firm in writing and inspection of all submissions is available at that time.

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas,** a home rule municipality (Owner) and **Dean Construction** ("Contractor" or "Construction Manager"), to provide construction services to the City of Celina, Texas. This Agreement is effective on March 8,2024, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of the performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the **Wilson Creek Park Phase 1**("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. The Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 ed.;
3. Supplementary Conditions to EJCDC C-700, Standard General Conditions of the Construction Contract;
4. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
5. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
7. Other documents that form part of the Contract Documents:
    a. Contractor's Qualification Statement;
    b. Advertisement for Bids;
    c. Instruction to Bidders;
    d. Bid form;
    e. Contractor's Response to RFP 2024-084; and
8. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise

ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. Contractor's Representative:

Contact: Gregory Firebaugh
Address: 701 Hall Street, Cedar Hill, TX 75146
Phone #: 972-291-7153
Email: Greg@dean-construction.com

2. Owner's Representative:

Andy Glasgow
142 N. Ohio | Celina, TX 75009
972-382-2686 x 1081
Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

Gregory Firebaugh Project Executive providing a minimum of 25 % time commitment to the Project(s).

Tyler Firebaugh Project Manager providing a minimum of 25 % time commitment to the Project(s).

Kelly Mayfield Project Superintendent providing a minimum of 100 % time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as necessary for the Project including but not limited to the tasks enumerated in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement, or fail to diligently provide construction manager at risk construction services as specified in the Contract Documents, in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES

OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' prior written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' prior written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' prior written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable requirements as listed in Exhibit 1.

ARTICLE 10. MISCELLANEOUS

A. Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

B. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

C. Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor: Dean Construction
701 Hall Street
Cedar Hill, TX 75146

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

D. Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

E. Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as

part of the final payment. This Subsection E shall comply with and shall be construed in accordance with S.B. 692 enacted by the 87th Texas Legislature in 2021.

F. No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

G. Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

H. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

I. Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

J. No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

K. Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	Gregory Firebaugh (Feb 28, 2024 11:10 CST)
Signature	Signature
_____	Gregory Firebaugh - President
Printed Name & Title	Printed Name & Title
Date: _____	Date: 2/28/2024

Signature:

Email: rquigley@celina-tx.gov

Signature:

Email: rranc@celina-tx.gov

Wilson Creek Park Master Plan - Phase 1

February 2024

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Ryan Quigley
Date:	March 7, 2024
Re:	2024-086 Utility Bill Printing and Distribution

Action Requested:
Consider and act to award bid 2024-086 for Utility Bill Printing and Distribution to Dataprose, Inc. in an estimated annual amount of $135,000 for a 5-year contract term total estimated amount of $675,000.00. (Bromiley)

Background Information:
On January 18th, 2024, the City received responses to bid 2024-086 for Utility Bill Printing and Distribution. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which 227 vendors were notified. 7 responses were received.

The initial review was completed by Purchasing to verify submissions met the minimum requirements. All vendors moved forward and were evaluated by a committee using the criteria set forth in the specification. Upon completion of the evaluation, two interviews were conducted, and final evaluations were completed. Staff unanimously recommends Dataprose.

The services provided under this agreement include printing and delivery of utility bills and fliers. Additional delivery methods and notifications include mail, email, and text.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Bid Tabulation by Line
2. Scoring Summary

3. 2024-086 Agreement with Dataprose Revised

Financial Consideration:
Funding is available through the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends awarding the contract as presented.

Bid 2024-086 Utility Bill Printing and Distribution Bid Tabulation				PrintMail Solutions		Preferred Direct Marketing Services, Inc		DataProse, LLC. (Matrix Imaging Solutions, LLC.)		InfoSend, Inc		Towne Mailer (Peak Postal Services)		Texas Mail Center		360S2G	
				Total Price	$106,920.01	Total Price	$116,640.00	Total Price	$123,120.03	Total Price	$132,840.01	Total Price	$144,680.00	Total Price	$148,050.03	Total Price	$278,430.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid	1	EA	$106,920.01	106920.01	$116,640.00	116640	**$123,120.03**	123120.03	$132,840.01	132840.01	$144,680.00	144680	$148,050.03	148050.03	$278,430.00	278430
1.1	Statement Mailing Services to include labor and materials	162000	Each	$0.14		$0.08		**$0.12**		$0.12		$0.24		$0.30		$0.35	
1.2	Set up Charge for Statement Layout and Design	1	Each	$0.00		$0.00		**$0.00**		$0.00		$500.00		$2,250.00		$4,650.00	
1.3	Search and View Bills	1	Each	$0.01		$0.00		**$0.03**		$0.01		$0.00		$0.03		$0.00	
1.4	Email bill statement to customers	162000	Each	No Bid		$0.08		**$0.05**		$0.07		$0.05		$0.03		$0.06	
1.5	Text bill statement to customers	162000	Each	No Bid		No Bid		**$0.05**		$0.10		$0.04		No Bid		$0.09	
1.6	Postage per customer	162000	Each	$0.51		$0.50		**$0.51**		$0.50		$0.56		$0.55		$0.50	
1.7	Printing directly on envelope	162000	Each	$0.01		$0.06		**$0.03**		$0.03		No Bid		$0.02		$0.69	
2	Inserts	1	EA	$0.54		$0.40		**$0.32**		$0.70		$0.80		$0.84		$1.20	
2.1	Vendor provided inserts to be insterted: 1/3 page; one color ink;double sided	1	Each	$0.03		$0.05		**$0.03**		$0.05		$0.05		$0.06		$0.15	
2.2	Vendor provided inserts to be insterted: 1/3 page; two color ink;double sided	1	Each	$0.05		$0.05		**$0.03**		$0.06		$0.05		$0.06		$0.15	
2.3	Vendor provided inserts to be insterted: 1/3 page; three color ink;double sided	1	Each	$0.05		$0.05		**$0.03**		$0.07		$0.05		$0.06		$0.15	
2.4	Vendor provided inserts to be insterted: 1/3 page; four color ink;double sided	1	Each	$0.05		$0.05		**$0.03**		$0.08		$0.05		$0.06		$0.15	
2.5	Vendor provided inserts to be inserted: Full page; one color ink;double sided	1	Each	$0.06		$0.05		**$0.05**		$0.09		$0.15		$0.15		$0.15	
2.6	Vendor provided inserts to be inserted: Full page; two color ink;double sided	1	Each	$0.10		$0.05		**$0.05**		$0.10		$0.15		$0.15		$0.15	
2.7	Vendor provided inserts to be inserted: Full page; three color ink;double sided	1	Each	$0.10		$0.05		**$0.05**		$0.12		$0.15		$0.15		$0.15	
2.8	Vendor provided inserts to be inserted: Full page; four color ink;double sided	1	Each	$0.10		$0.05		**$0.05**		$0.13		$0.15		$0.15		$0.15	

Supplier Scoring Summary | 2024-086 Utility Bill Printing and Distribution - Scoring Round

Supplier	Rank	Score		Bid Evaluation	Cost	Experience of the Firm	Capabilities and Overall Ability to Meet City's Objectives
		100			40.00	30.00	30.00
DataProse, LLC.	1	87.00			34.00	28.33	24.67
InfoSend, Inc	2	85.33			29.00	28.33	28.00
Texas Mail Center	3	60.00			27.00	18.33	14.67
Towne Mailer	4	59.33			29.00	16.67	13.67
Preferred Direct Marketing Ser	5	58.33			29.00	16.67	12.67
PrintMail Solutions	6	52.00			23.00	18.33	10.67
360S2G	7	49.67			17.00	20.00	12.67
		64.52			26.86	20.95	16.71

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (City) and **DataProse, LLC.** (Provider) for **Utility Bill Printing and Distribution**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Utility Bill Printing and Distribution Bid # 2024-086** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A- Request for Proposal.** Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.

3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.

4. **CONTRACT PERIOD.** The contract period for this Agreement is twenty-four (24) months from April 1, 2024 to March 30, 2026. All pricing is to remain firm during this contract period. This Agreement is renewable for up to three (3) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.

5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B- Supplier Response**, attached hereto and incorporated herein by reference.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A.**

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.

8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.

9. **INFORMATION PROVIDED BY THE CITY**. Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.

10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit A.** Failure to maintain the required insurance may result in immediate termination of this Agreement.

11. **INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND**

EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure

such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.

17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.

1. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.

19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina Attn: Contracts 142 N. Ohio Celina, TX 75009 contracts@celina-tx.gov	**Provider** _____ _____ _____ _____

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **CONFLICT.** If a conflict exists between this Agreement, and an Exhibit, the Solicitation and/or the Response, then such conflicts shall be resolved as follows:

    (a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.

    (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

    (c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

27. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.

28. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

29. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this 8th of March, 2024.

CITY OF CELINA	**PROVIDER**
_____ Signature	_____ Signature
Rober Ranc, City Manager	_____ Type/Print Name and Title
_____ Date	_____ Date

Life Connected.

Fire
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Mark Metdker, Fire Chief
CC:	Robert Ranc, City Manager
Intiated by:	Eric Everson
Date:	March 7, 2024
Re:	Authorize an Interlocal Arson Task Force Agreement by and between the City of Celina and Denton County

---

Action Requested:
Consider and act to authorize an Interlocal Arson Task Force Agreement by and between the City of Celina and Denton County. (Metdker)

Background Information:
Denton County Fire Marshal's office set up a regional task force for all Arson investigations. This agreement allows Celina to participate and receive the services of the Task Force if needed in any Arson investigations.

Legal Review:
Legal has reviewed

Supporting Documents:
1. Fire Arson Task Force Interlocal Agreement v2 CS comments 2.19.24

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

FIRE/ARSON TASK FORCE INTERLOCAL AGREEMENT

STATE OF TEXAS) (
COUNTY OF DENTON) (

THIS AGREEMENT is entered into by and among the City of Aubrey, City of Carrollton, City of Celina, City of Coppell, City of Denton, City of Frisco, City of Highland Village, City of Lewisville, City of Pilot Point, City of Roanoke, City of Sanger, City of The Colony, Denton County, Lake Cities Fire Department, Town of Flower Mound, Town of Little Elm, Town of Prosper, and Town of Trophy Club, by and through the Denton County Fire Marshal's Office (hereinafter referred to collectively as the "Parties"). The Parties execute this Agreement as hereinafter provided pursuant to the Interlocal Agreement Act, Texas Government Code, section 791. 011, et seq., and the Texas Local Government Code, section 362.002, et seq, and all other applicable statutes.

WHEREAS, there is a need for investigative and prosecutorial cooperation in suspected arson cases in Denton County; and

WHEREAS, the Parties hereto have determined that the best possible method for attacking the fire and arson problem within Denton County is an agreement establishing such cooperation by way of a Task Force; and

WHEREAS, the Parties desire to enter into this Agreement to provide investigative and prosecutorial cooperation in connection with fire and arson cases; and

WHEREAS, each party is authorized to perform the services contemplated herein; **NOW THEREFORE,**

In consideration of the mutual covenants and the terms and conditions set forth below, the Parties do hereby agree as follows:

I.

The Parties execute this Agreement for the purpose of providing arson detection, investigative, and prosecutorial capabilities to each other as the need arises.

II.

The Denton County Fire Marshal will be the coordinator of the Fire and Arson Task Force created by this Agreement, and the Denton County Fire Marshal's Office will be the central repository of the Parties' executed counterparts of this Agreement.

III.

When requested by one party to this Agreement, another party to this Agreement may provide available members of its arson investigative unit to investigate and perform follow- through prosecution duties regarding fires of suspicious origin or unknown causes within the requesting jurisdiction. While engaged in such activities, employees of the responding party shall be under the rules of the requesting party and the direction and supervision of the requesting party's officer in charge of the investigation. The availability of a party's officers shall be determined by the responding party.

IV.

While any responding party investigative officer is in the service of the requesting party, he or she shall be considered an investigative officer of the requesting member and be under the command of the requesting party's fire chief and/or designee or the officer in charge, with all the powers of a regular investigative officer of the requesting party, as fully as though he or she were within the territorial limits of the governmental entity where he or she is regularly employed shall constitute his or her qualifications for the position within the territorial limits of the requesting member, and no other oath, bond, or compensation need be made.

V.

In performing duties under this Agreement, each party will comply with all necessary federal, state and local laws, regulations and ordinances, including those relating to disposal of property acquired from grant funds.

VI.

The party regularly employing the investigative officer shall pay all wages and disability payments, pension payments and payments for damages to equipment and clothing of that officer while he or she is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the investigative officer is regularly employed. The requesting party shall have no obligation to reimburse the responding party for such costs unless reimbursement is required under the Local Government Code§ 362.003(c).

VII.

Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding party's fire chief or fire chiefs designee.

VIII.

The fire chief of the responding party, or fire chiefs designee, in his or her sole discretion, may at any time withdraw his or her personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

IX.

A party to this Agreement may unilaterally terminate its participation in this Agreement only after providing not less than ninety (90) days' written notice of termination to the other Patties. This Agreement may be terminated at any time by the written mutual agreement of the Parties.

X.

In the event that any person performing services pursuant to this Agreement shall be cited as a party to a state or federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as a member of the department where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.

XI.

Each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

XII.

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate state statutes, municipal ordinances or laws of the State of Texas or any political subdivision thereof.

XIII.

This agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas.

XIV.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this agreement.

XVI.

This Agreement may be signed in multiple - counterparts and shall be binding on the Parties when duly authorized by the governing bodies of such Parties and such Parties' duly authorized representatives and delivered to the Fire and Arson Task Force Coordinator.

XVII.

This Agreement contains all commitments and agreements of the Parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

XVIII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have all necessary authority to execute this Agreement on behalf of the Parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by all of the Parties. This Agreement shall be subject to renewal in five year terms at the discretion of the Denton County Commissioners Court.

EXECUTED this _____day of _____,20

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By _____
Andy Eads, County Judge
Denton County, Texas

ATTEST:

By:_____
Denton County Clerk

APPROVED AS TO CONTENT:

By----------
Denton County Fire Marshal

City of Aubrey, Texas

_____
City Manager
Date: _____

Attest:

_____
City Secretary
Date: _____

Approved As To Form:

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City Attorney
Date: _____

City of Carrollton, Texas

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City Manager
Date: _____

Attest:

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City Secretary
Date: _____

Approved As To Form:

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City Attorney
Date: _____

City of Celina, Texas

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City Manager
Date: _____

Attest:

_____
City Secretary
Date: __ __ __ __ __ __ __

Approved As To Form:

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City Attorney
Date: _____

City of Coppell, Texas

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City Manager
Date: _____

Attest:

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City Secretary
Date: _____

Approved As To Form:

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City Attorney
Date: _____

City of Denton, Texas

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City Manager
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Attest:

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City Secretary
Date: _____

Approved As To Form:

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City Attorney
Date: _____

City of Frisco, Texas

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City Manager
Date: _____

Attest:

_____
City Secretary
Date: __ __ __ __ __ __ __

Approved As To Form:

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City Attorney
Date: _____

City of Highland Village, Texas

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City Manager
Date: _____

Attest:

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City Secretary
Date: _____

Approved As To Form:

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City Attorney
Date: _____

City of Lewisville, Texas

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City Manager
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Attest:

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City Secretary
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Approved As To Form:

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City Attorney
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City of Pilot Point, Texas

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City Manager
Date: _____

Attest:

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City Secretary
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Approved As To Form:

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City Attorney
Date: _____

City of Roanoke, Texas

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City Manager
Date: .....

Attest:

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City Secretary
Date: .....

Approved As To Form:

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City Attorney
Date: .....

City of Sanger, Texas

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City Manager
Date: _____

Attest:

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City Secretary
Date: _____

Approved As To Form:

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City Attorney
Date: _____

City of The Colony, Texas

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City Manager
Date: _____

Attest:

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City Secretary
Date: _____

Approved As To Form:

_____
City Attorney
Date: .....

Lake Cities Fire Department
City of Corinth, Texas

_____
City Manager
Date: _____

Attest:

_____
City Secretary
Date: _____

Approved As To Form:

_____
City Attorney

Town of Flower Mound, Texas

_____
Town Manager
Date: _____

Attest:

_____
Town Secretary
Date: _____

Approved As To Form:

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Town Attorney
Date: _____

Town of Little Elm, Texas

_____
Town Manager
Date: _____

Attest:

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Town Secretary
Date: _____

Approved As To Form:

_____
Town Attorney
Date: _____

Town of Prosper, Texas	**Attest:**
_____	_____
Town Manager	Town Secretary
Date: _____	Date: _____
Approved As To Form:	
_____	
Town Attorney	
Date:	

Town of Trophy Club, Texas	**Attest:**
_____	_____
Town Manager	Town Secretary
Date:	Date: .....
Approved As To Form:	
_____	
Town Attorney	
Date: _____	

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Kari White
Date:	March 7, 2024
Re:	North 6 (Ousley Tract) - C-3 Expedited Annexation Service Agreement

---

Action Requested:
Consider and act to authorize a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 1 acre within the Extraterritorial Jurisdiction (ETJ); generally located at the northeast corner of Preston Road and FM 455. (North 6 – C-3 Expedited Annexation Service Agreement) (Mohan)

Background Information:
This item is related to the annexation of approximately 1 acre; generally located at the northeast corner of Preston Road and FM 455. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Legal Review:
N/A

Supporting Documents:
1. Draft Agreement

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection
   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.
   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
2) Fire Protection
   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2024.

CITY OF CELINA

By: _____
Name: Robert Ranc
Title: City Manager
Date: _____

OWNER: OUSLEY JON COX FAMILY PARTNERSHIP LTD

By: _____
Name: James B. Ousley
Title: Owner
Date: _____

Exhibit A
Legal Description

SITUATED in Collin County, Texas, a part of the J. K. Rice Survey, Abstract No. 767 and being out of the East portion of a 105.153 acre tract as described in a deed from E. R. Timmerman to Maxine Ousley, dated February 8, 1963, and recorded in Volume 613, Page 604 of the Collin County Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in the East line of the said tract in the West line of a 36 feet wide public road, Said stake bears North 0 degrees 29 minutes East 328.8 feet from the Southeast corner of the said tract;

THENCE NORTH 89 degrees 31 minutes West a distance of 208.9 feet to an iron stake;

THENCE NORTH 0 degrees 29 minutes East a distance of 208.9 feet to an iron stake;

THENCE SOUTH 89 degrees 31 minutes East a distance of 208.9 feet to an iron stake in the East line of the said tract;

THENCE SOUTH 0 degrees 29 minutes West with the East line of the said tract a distance of 208.9 feet to the place of beginning, CONTAINING 1.0 acre of land.

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IT
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Amy Alexander
Date:	March 7, 2024
Re:	Purchase of Dell Laptops and Monitors

Action Requested:
Consider and act to authorize the purchase of computer hardware from GTS Technology Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) in an amount not to exceed $175,000.00. (Alexander)

Background Information:
Staff requests authorization for an open purchase order for an amount not to exceed $175,000.00 to GTS Technology Solutions for Dell hardware. These funds will be used to replace end-of-support computers that are no longer in warranty and new computers and monitors for the Law Enforcement Center. All items will be purchased through the following cooperative agreement.

· State of Texas Department of Information Resources
· Contract #: DIR-TSO-3763

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Legal Review:
N/A

Supporting Documents:
1. DIR-TSO-3760 Expires 2024 0409

Financial Consideration:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Authorize the purchase as recommended.

dir.texas.gov/contracts/dir-tso-3763

MBudget | Clock | State of Texas | Login - PaymentNet - JP Morgan | JustFOIA Enter Your Credentials

IT Solutions and Services | Policy and Guidance | Resource Library | I am a _____ | Search DIR

Home › Explore DIR Contracts

Contract Number

DIR-TSO-3763

Contract Term Date: **04/09/24**

Contract Expiration Date: **04/09/24**

Vendor Information

Dell Marketing LP

Vendor ID: **1742616805400**

HUB Type: **Non HUB**

RFO: **DIR-TSO-TMP-251**

Contract Status: **Active**

VENDOR CONTACT:

JoAnn Tamez

Phone: (512) 813-1905

Vendor Website

DIR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

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Library
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Linda Shaw, Director of Library
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Ryan Quigley
Date:	March 7, 2024
Re:	2024-091 Bookmobile Outfitting Reject All Bids

Action Requested:
Consider and act to reject all bids relating to bid 2024-091 for Bookmobile Outfitting. (Shaw)

Background Information:
On February 1, 2024, the City received responses to RFP 2024-091 Bookmobile Outfitting. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which 151 vendors were notified and two (2) responses were received. An initial review was completed by Purchasing. It was found that one vendor failed to submit a price and the other vendor's price was drastically over the budget outlined in the request for proposal. As a result, staff recommends rejecting all bids and re-issuing the bid at a later date.

Legal Review:
N/A

Supporting Documents:
None

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends to reject all bids.

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Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Dawn Berry
Date:	March 7, 2024
Re:	Bid 2024-079 Downtown Street Maintenance Improvements - Arizona & Colorado Reject All Bids

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Action Requested:
Consider and act to reject all bids relating to bid 2024-079 Downtown Street Maintenance Improvements for Arizona & Colorado (D56). (Glasgow)

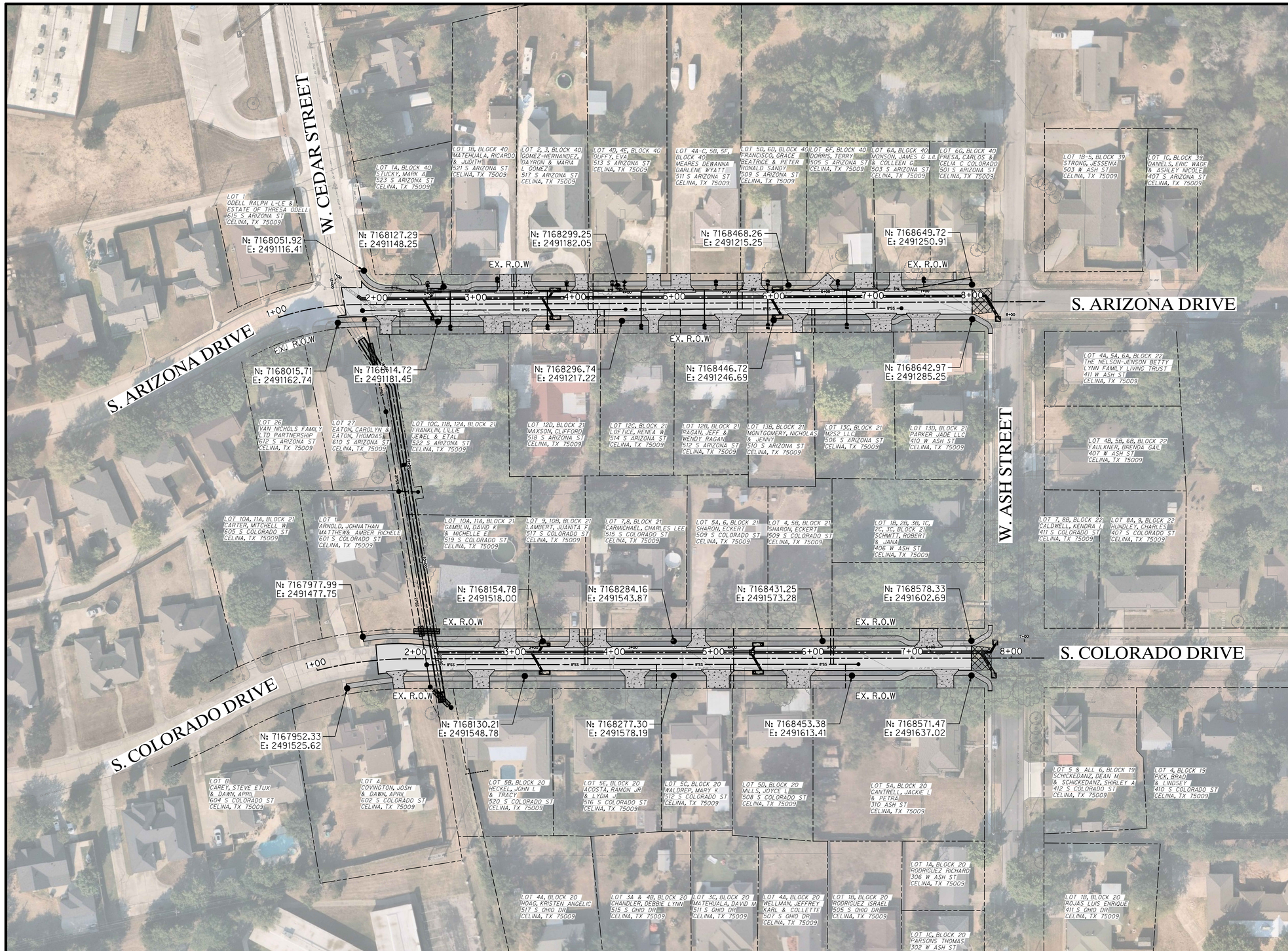
Background Information:
On December 14, 2023, the City received responses to bid 2024-079 for the Downtown Street Maintenance Improvements - Arizona & Colorado project (D56). The bid was advertised in the local paper and posted on the City's eProcurement system in which four hundred ninety-nine vendors were notified. Two (2) no-bids and three (3) responses were received. An initial review was completed by Purchasing and sent to the engineer of record for review. While reviewing, the engineer of record found that two line items were left out and not included in the vendor totals. As a result, staff recommends rejecting all bids and re-issuing the bid.

Legal Review:
N/A

Supporting Documents:
1. 20230216 - Pave Exhibit

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends rejecting all bids.



0 25 50 100
HORIZONTAL SCALE: 1" = 50'

LEGEND:

- CONTROL POINT
- EXISTING PROPERTY LINE
- EXISTING R.O.W. LINE
- PROPOSED EASEMENT LINE
- PROPOSED PROJECT PAVING (CONCRETE)
- PROPOSED PROJECT PAVING (ASPHALT)
- STAKE POINT

NOTES:

1. THE BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR: 1.00015271.

NO.	REVISION	DATE

BB DESIGNED
DRAWN
BB CHECKED

SCALE 1"=50'
AVO: 52335
FILE: 52335-EXHIBIT-03.dgn

HALFF®
3803 PARKWOOD BLVD, SUITE 800
FRISCO, TEXAS 75034-8641
TEL (214) 618-4570
FAX (214) 739-0095

PRELIMINARY - FOR INTERIM REVIEW ONLY
These documents are for Interim Review and not Intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of:
Brent A. Billington PE# 121874 2/16/2023
TBPELS FIRM #F-312 Date

CELINA TEXAS EST. 1876
Life Connected.

STAKE POINTS
EDGE OF SIDEWALK

DOWNTOWN STREET AND DRAINAGE IMPROVEMENTS

SHEET 1

CITY BID No. RFB11-###

DOWNTOWN STREET AND DRAINAGE IMPROVEMENTS

I:\52000s\52335\001\CADD\SheetsFRC\52335-EXHIBIT-03.dgn 2/16/2023 12:52:00 PM ah4304

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Melissa Thomas, Interim EDC Director
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	March 7, 2024
Re:	Performance Agreement with 3-D Performing Arts Academy, LLC

Action Requested:
Consider and act on a Resolution to authorize the execution of a Performance Agreement by and between the Celina Economic Development Corporation and 3-D Performing Arts Academy, LLC. (Thomas)

Background Information:
In November 2022, the CEDC approved a Performance Agreement with 3-D Performing Arts Academy, LLC. During the December 2022 Council Meeting, the Agreement was discussed in Executive Session. According to 501.0739(a) of the Texas Local Government Code, City Council must authorize all CEDC programs and expenses. Upon recent review, it was found that the original agreement lacked Council's approval in December 2022. Consequently, the EDC revised the agreement to reflect updated reporting dates which were approved at the CEDC March 2024 meeting. Staff will provide Council with an executed copy of the Agreement at the March 7, 2024, Council meeting.

Legal Review:
The City Attorney and CEDC Attorney have reviewed and approved the Performance Agreement.

Supporting Documents:
1. 3-D Dance - Council Resolution

Financial Consideration:

There is no financial contribution from the City. The CEDC agrees to submit reimbursement to the Developer for the Qualified Expenditures made to the Property in an amount not to exceed $30,000.

Staff Recommendation:
CEDC Board recommends approval.

RESOLUTION NO. 2024- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE CELINA ECONOMIC DEVELOPMENT CORPORATION (HEREINAFTER REFERRED TO AS THE "CEDC") AND 3-D PERFORMING ARTS ACADEMY, LLC (HEREINAFTER REFERRED TO AS THE "DEVELOPER") FOR AN AMOUNT NOT TO EXCEED $30,000.

WHEREAS, the City Council of the City of Celina, Texas and the CEDC desire to promote economic development within Celina; and

WHEREAS, Developer has applied to the CEDC for financial assistance necessary to operate a children's dance school facility (hereinafter referred to as "Facility") to be located at 3260 S. Preston Road, Suite 160, Celina, Texas; and

WHEREAS, the CEDC's Board of Directors has approved a Performance Agreement with the Developer, attached hereto as **Exhibit A** and incorporated herein for all purposes, and determined that the financial assistance to be provided to Developer pursuant to the Agreement is consistent with, and meets the definition of "project" as that term is defined in Sections 501.152 and 505.152 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Celina, Texas, to approve all programs and expenditures of the CEDC, and accordingly the Agreement is not effective until the City Council has approved this project at a City Council meeting called and held for that purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. FINDINGS. That the facts and recitations contained in the preamble of this Resolution are incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are hereby adopted as part of this Resolution for all purposes.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City hereby approves the Agreement and the CEDC's grant of up to $30,000 to the Developer in accordance with the terms of the Agreement as described therein.

SECTION 3. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. <u>EFFECTIVE DATE.</u> This Resolution shall be effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 7TH DAY OF MARCH 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

Exhibit A
Agreement
[Provided on the pages following]

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the ***CELINA ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **3-D PERFORMING ARTS ACADEMY, LLC,** a Texas limited liability company (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the Celina Economic Development Corporation (hereinafter referred to as the "CEDC") is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, on or about May 2, 1998, the City of Celina, Texas, submitted to the voters and the voters approved a ballot proposition authorizing the use of the Type A economic development sales tax for "professional and amateur (including children's) sports and athletic purposes and events" authorized by Section 505.152 of the Texas Local Government Code; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless CEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by CEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by CEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to CEDC for financial assistance necessary to operate a children's dance school facility (hereinafter referred to as the "Facility") to be located at 3260 S. Preston Road, Suite 160, Celina, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Sections 501.103 and 505.152 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Celina, Texas, to approve all programs and expenditures of the CEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2025**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) **CEDC.** The term "CEDC" means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.

(d) **Developer.** The word "Developer" means 3-D Performing Arts Academy, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 712 Sandbox Drive, Aubrey, Texas 76227.

(e) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer and the CEDC.

(f) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(g) **Facility.** The word "Facility" means the approximately 4,000 square foot children's dance school facility located on the Property.

(h) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (2,000) hours of work averaged over a twelve (12) month period.

(i) **Property.** The word "Property" means 3260 S. Preston Road, Suite 160, Celina, Texas.

(j) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs associated with the construction and or improvements to the Facility located on the Property, and those expenses which meet the definition of "project" as that term is defined in Sections 501.103 and 505.152 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.

(k) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with CEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Qualified Expenditures.** Developer covenants and agrees to submit to the CEDC invoices, receipts, or other documentation in a form acceptable to the CEDC for the Qualified Expenditures made to the Facility in a minimum amount of **Three Hundred Thousand and No/100 Dollars ($300,000.00)** by **April 30, 2024**.

(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **April 30, 2024,** a certificate of occupancy from the City of Celina, Texas, for the Facility.

(c) **Operate Facility.** Developer agrees to maintain and operate the Facility during normal operating hours during the Term of this Agreement.

(d) **Job Creation and Retention.** Developer covenants and agrees by **April 30, 2024**, and

during the Term of this Agreement to employ and maintain a minimum of **three (3)** Full-Time Equivalent Employment Positions working at the Facility.

(e) **Performance Conditions**. Developer agrees to make, execute and deliver to CEDC such other promissory notes, instruments, documents and other agreements as CEDC or its attorneys may reasonably request to evidence this Agreement.

(f) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and CEDC.

SECTION 5. AFFIRMATIVE COVENANTS OF CEDC.

CEDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit reimbursement to Developer for the Qualified Expenditures made to the Property pursuant to Section 4(a) of this Agreement, in an amount not to exceed **Thirty Thousand and No/100 Dollars ($30,000.00)** as follows:

(1) **Fifteen Thousand and No/100 Dollars ($15,000.00)** within thirty (30) days of receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Fifteen Thousand and No/100 Dollars ($15,000.00)** the one (1) year anniversary date of the financial assistance provided in Section 5(a)(1) of this Agreement.

(b) **Performance**. CEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and CEDC.

SECTION 6. CESSATION OF ADVANCES.

If the CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the CEDC shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer or CEDC to comply with or to perform any

other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and CEDC is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Celina, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from CEDC and/or Collin County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the CEDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to the CEDC.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to CEDC: Celina Economic Development Corporation
302 W. Walnut Street
Celina Texas 75009
Telephone: (972) 382-3455

if to Developer: 3-D Performing Arts Academy, LLC
712 Sandbox Drive
Aubrey, Texas 76227
Attn: Michelle Finch
Telephone: (972) 898-3793

(h) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the CEDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: _____

***DEVELOPER*:**

3-D PERFORMING ARTS ACADEMY, LLC,
a Texas limited liability company,

By: _____
Michelle Finch
Title: _____
Date Signed: _____

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Melissa Thomas, Interim EDC Director
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	March 7, 2024
Re:	Resolution Amending EDC Articles of Incorporation

Action Requested:
Consider and act on a Resolution to amend the "Amended and Restated Articles of Incorporation" of the Celina Economic Development Corporation. (Bissett)

Background Information:
On July 31, 1995, the Texas Secretary of State's office approved the original Articles of Incorporation of Celina Economic Development Corporation (CEDC). On November 25, 1996, the Texas Secretary of State's office approved the Amended and Restated Articles of Incorporation of Celina Economic Development Corporation. The amendment to the Amended and Restated Articles of Incorporation expands the Board of Directors to a seven-person board from a five-person board. The CEDC Board of Directors selected Juan Martinez to serve as CEDC Board Secretary at the February 6, 2024, CEDC Board Meeting. The naming of a CEDC Board Secretary was a step required to amend the CEDC Articles of Incorporation. At the February 13, 2024, Council Meeting, Council took initial action regarding the amendment. At the meeting scheduled for March 7, 2024, Staff will present to Council a fully executed copy of the Amendment. Subsequently, Council will formally consider and act upon a Resolution to approve and adopt the Amendment.

Legal Review:
The EDC attorney has reviewed and approved the Resolution.

Supporting Documents:
1. Celina EDC - Amendment to the Articles of Incorporation - Resolution and Amendment

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2024- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING AND ADOPTING AN AMENDMENT TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, OPERATING PURSUANT TO CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Celina Economic Development Corporation (hereinafter referred to as the "CEDC") is Type A economic development corporation, operating pursuant to the provisions of Chapters 504 of the Texas Local Government Code, as amended; and

WHEREAS, on July 31, 1995, the Texas Secretary of State's office approved the original Articles of Incorporation of Celina Economic Development Corporation; and

WHEREAS, on November 25, 1996, the Texas Secretary of State's office approved an Amended and Restated Articles of Incorporation of Celina Economic Development Corporation; and

WHEREAS, on December 12, 2023, the City Council of the City of Celina, Texas, appointed two (2) additional board members to the CEDC to operate as a seven (7) member board; and

WHEREAS, the City Council of the City of Celina, Texas, desires to amend the CEDC's Articles of Incorporation to address the increased board membership serving on the CEDC; and

WHEREAS, by the adoption of this Resolution, the City Council of the City of Celina, Texas, finds and determines that it is advisable that the proposed amendments to the CEDC's Articles of Incorporation be made, authorizes the same to be made, and approves the form of the proposed amendments as set forth in the Amendment to the Amended and Restated Articles of Incorporation of Celina Economic Development Corporation, a copy of which is attached hereto as ***Exhibit A***, and in accordance with section 501.301(b)(1)-(3) of the Texas Local Government Code.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AS FOLLOWS:

Section 1. Incorporation of Premises. That the foregoing recitals are hereby found to be true and correct legislative findings of the City Council of the City of Celina, Texas, and are fully incorporated into the body of this Resolution.

Section 2. Approval of Amendment to the Amended and Restated Articles of Incorporation. That the City Council of the City of Celina, Texas, finds and determines that the Amendment to the Amended and Restated Articles of Incorporation of the Celina Economic Development Corporation, a copy of which is attached hereto as ***Exhibit A,*** is hereby approved and adopted by a majority vote of the City Council of the City of Celina, Texas.

Section 3. **Authorize the Filing of Amendment to the Amended and Restated Articles of Incorporation.** That the City Council of the City of Celina, Texas, authorizes the filing with the Texas Secretary of State's office the Amendment to the Amended and Restated Articles of Incorporation of the Celina Economic Development Corporation, a copy of which is attached hereto as ***Exhibit A*** (hereinafter referred to as the "Amendment"). Further, the City Council of the City of Celina, Texas, authorizes City staff and CEDC staff to take any and all actions necessary to cause said Articles of Incorporation to be amended.

Section 4. **Making Certain Findings.** That the City Council of the City of Celina, Texas, in accordance with section 501.301(b)(1)-(3) of the Texas Local Government Code determines that it is advisable to adopt the Amendment; authorizes the adoption of the Amendment; and approves the form of the Amendment.

Section 5. **Effective Date.** This Resolution shall take effect from and after its adoption.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the 13th day of February, 2024.

CITY OF CELINA, TEXAS

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Susie Quinn, Interim City Secretary

APPROVED AS TO FORM:

_____

Julie Fort, City Attorney

Exhibit A

Amendment
to
Amended and Restated Articles of Incorporation
[On the pages following]

AMENDMENT
TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CELINA ECONOMIC DEVELOPMENT CORPORATION

The Celina Economic Development Corporation (hereinafter referred to as the "CEDC") is Type A economic development corporation, operating pursuant to the provisions of Chapters 504 of the Texas Local Government Code, as amended, adopts the following Amendment to its Amended and Restated Articles of Incorporation:

WHEREAS, the CEDC was incorporated as a Section 4A economic development corporation, now referred to as a Type A economic development corporation, operating pursuant to the provisions of Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, on July 31, 1995, the Texas Secretary of State's office approved the original Articles of Incorporation of Celina Economic Development Corporation; and

WHEREAS, on November 25, 1996, the Texas Secretary of State's office approved an Amended and Restated Articles of Incorporation of Celina Economic Development Corporation; and

WHEREAS, consistent with Section 504.051 of the Texas Local Government Code, the City Council of the City of Celina, Texas, finds and determines that the Article IX of the Amended and Restated Articles of Incorporation of the CEDC should be amended as herein contained.

SECTION ONE
NAME

The name of the corporation is the "Celina Economic Development Corporation."

SECTION TWO
AMENDMENT

(a) **Amendment.** That Article IX of the Amended and Restated Articles of Incorporation of the Celina Economic Development Corporation is hereby amended to read as follows:

"**ARTICLE IX**

The qualifications, manner of selection, duties, terms (except as set forth below with respect to initial terms), and other matters relating to the Board of Directors shall be provided in the bylaws. The Board of Directors shall consist of seven (7) persons. The Board of Directors shall consist of the following persons at the following addresses, and their respective terms shall expire as follows:

Names of Director:	**Street Address:**
Clint Bissett	[redacted]
Sandra Martinez	[redacted]
Bill Webber	[redacted]
Juan Martinez	[redacted]
Matt Featherstone	[redacted]
Luke Thigpen	[redacted]
Andrew Donaldson	[redacted]

SECTION THREE

The amendment was adopted in the following manner:

The amendments were approved at a meeting of the Board of Directors of the Celina Economic Development Corporation on **February 6, 2024**, and received the vote of a majority of the City Council of the City of Celina, Texas, at its meeting held on **February 13, 2024**.

CELINA ECONOMIC DEVELOPMENT CORPORATION
a Texas non-profit corporation,

_____
Clint Bissett, CEDC President

_____
Juan Martinez, CEDC Secretary

VERIFICATION

Before me, the undersigned authority, on this day personally appeared Clint Bissett, President, who, after being duly sworn, stated under oath that he is President of the Celina Economic Development Corporation, a Texas non-profit corporation, that he has read the above and foregoing Amendment to Amended and Restated Articles of Incorporation, and that to the best of his knowledge the statements made therein are true and correct.

SUBSCRIBED AND SWORN TO on this the _____ day of _____ , 2024.

_____
NOTARY PUBLIC, State of Texas

Commission expires: _____

Life Connected.

IT
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Alden Gleason
Date:	March 7, 2024
Re:	Public Safety Office's Grant Support Resolution

Action Requested:
Consider and act on a Resolution to approve the proposed cybersecurity assessment project for submittal to the Texas Public Safety Office's (PSO) State and Local Cybersecurity grant program. (Alexander)

Background Information:
The City IT department is seeking grant funding to enhance the City's cyber security posture. The grant, if awarded will allow the City to strengthen its cyber security defenses, and enhance its ability to respond to cyber security events.

If the City is selected as a recipient of grant funds, the City will be required to enter into an agreement with the Texas Public Safety Office to receive funding.

1. **Software. $150,000**
   The software/services package will provide cloud hosted enhanced logging with retention up to 13 months. The software will also perform vulnerability scanning and reporting. This will enable Celina to perform internal threat hunting, and correlation of security events across its environment. Additionally, the services include MDR provided with a 24x7x365 SOC that will perform incident triage, investigation, threat-hunting, and incident response.
2. **Security Administrator – New position established for Celina.**
   This position would be the city's first security position. Responsibilities would include conducting regular vulnerability scanning, reviewing logs and security events from various sources. Remediation and patching of servers, workstations, and network devices. Review internal/external pen test results and establish remediation plans. The Security Administrator will develop security policies and recovery plans, including the

development of an incident response plan. The city will provide funding for the position on an ongoing basis after the initial grant funding.

Available Funding: Information not yet available.
Max Funding: No maximum.
Minimum Funding: $100,000
Match: 10%
Performance Period: September 1, 2024 – August 31, 2025

Deadline	**March 14, 2024, 5:00 PM CT**
Awards Announced	**Summer 2024**

Milestones:

1. Complete procurement of the software and services. 9/1/24 - 11/1/24
2. Post Job opening. 10/1/24
3. Fill open position. 11/15/24
4. Kickoff meeting with software/ services vendor. 11/15/24
5. Initial software deployment – Install software in 10% of the environment. 12/1/24
6. Software deployment to 50% of install base. 1/1/24
7. Software deployment to 100% of environment. 2/1/25

Legal Review:
N/A

Supporting Documents:
1. resolution_cyber

Financial Consideration:
If awarded, the City will be required to provide a 10% match of the award amount.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2024-___R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA APPROVING THE PROPOSED CELINA CYBERSECURITY ASSESSMENT PROJECT FOR SUBMITTAL TO THE TEXAS PUBLIC SAFETY OFFICE'S (PSO) STATE AND LOCAL CYBERSECURITY PROGRAM.

WHEREAS, the Texas Public Safety Office (PSO) has released the 2024 State and Local Cybersecurity Grant; and

WHEREAS, the City of Celina will submit an application for the Celina Cybersecurity Assessment Project for grant funds from said program; and

WHEREAS, the City of Celina will enter into a grant agreement with the Texas Public Safety Office to complete the project if awarded grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

SECTION 1. The City Council of the City of Celina has reviewed and supports the proposed project; and

SECTION 2. The City of Celina has sufficient funds available to provide the amount specified as matching funds contributions (10% required match); and

SECTION 3. The City Council of the City of Celina approves the request for grant funds; and

SECTION 4. The City Manager, or designee, will serve as the authorized official who is given the authority to apply for, accept, reject, alter, or terminate the grant; and

SECTION 5. In the event of loss or misuse of grant funds, the City of Celina will return all funds to PSO.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 7th day of March 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

Life Connected.

Police Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	John Cullison, Police Chief
CC:	Robert Ranc, City Manager
Intiated by:	Amber Adams
Date:	March 7, 2024
Re:	Mental Health grant from PSO

Action Requested:
Consider and act on a Resolution to approve the proposed mental health project for submittal to the Texas Public Safety Office's (PSO) State grant program. (Cullison)

Background Information:
The City Police department is seeking grant funding to enhance assistance with mental health issues to provide funding for a position which will specialize in mental health care. The grant, if awarded will allow the City to improve assistance to others (e.g., civilians and law enforcement officers) who may require mental health assistance.

If the City is selected as a recipient of the grant funds, the City will be required to enter into an agreement with the Texas Public Safety Office (TPSO)to receive funding. A commitment from the City is required to the matching funds (20%) of those provided by the TPSO. In the event of loss or misuse of grant funds, the City will return all funds to the Public Safety Office.

This position will be for one officer who will focus 50% of their attention on the Department's officers' wellness needs and while the remaining 50% will be served as a Neighborhood Service Officer (NSO) for the multi-family housing (MFH) communities within the City. The officer wellness portion of this position will develop, enhance, and implement wellness and telehealth programming that will provide Celina first-responders with access to 24/7 support and assistance in managing stressors, trauma, stress fatigue, and other needs. Meeting these needs will address the high rates of burnout, self-harm, suicide, and other poor health outcomes among law enforcement officers and help reduce the prevalence and impact of police abuse on overall officer health and on the communities they serve. By building on existing programming, the Police Department will not only decrease response times to events but will also provide greater access to

treatments for mental health. A secondary benefit will be the encouragement of much-needed reform among law enforcement to end resistant attitudes and destigmatize mental illness by leveraging peer support networks and anonymity coupled with increased access to telehealth programming.

Legal Review:
N/A

Supporting Documents:
1. resolution_ first responder mental health

Financial Consideration:
If awarded, the City will be required to provide a 20% match of the award amount.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2024-___R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA APPROVING THE PROPOSED CELINA FIRST RESPONDER MENTAL HEALTH ASSISTANCE PROJECT FOR SUBMITTAL TO THE TEXAS PUBLIC SAFETY OFFICE'S (PSO) STATE AND LOCAL FIRST RESPONDER MENTAL HEALTH PROGRAM.

WHEREAS, the Texas Public Safety Office (PSO) has released the 2024 First Responder Mental Health Program Grant; and

WHEREAS, the City of Celina will submit an application for the First Responder Mental Health Program Project for grant funds from said program; and

WHEREAS, the City of Celina will enter into a grant agreement with the Texas Public Safety Office to complete the project if awarded grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

SECTION 1. The City Council of the City of Celina has reviewed and supports the proposed project; and

SECTION 2. The City of Celina has sufficient funds available to provide the amount specified as matching funds contributions (20% required match); and

SECTION 3. The City Council of the City of Celina approves the request for grant funds; and

SECTION 4. The City Manager, or designee, will serve as the authorized official who is given the authority to apply for, accept, reject, alter, or terminate the grant; and

SECTION 5. In the event of loss or misuse of grant funds, the City of Celina will return all funds to PSO.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 7th day of March 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Daniel Galizia
Date:	March 7, 2024
Re:	FY 2024 Budget Amendment

Action Requested:
Consider and act on an Ordinance to amend Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023 and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:
A budget amendment is requested for the FY 2023-2024 Operating Budget. The amendment includes budget appropriations for the following:

- Executive search firm services to fill the open Human Resources Director position,
- Engineering and design services to relocate water lines for the expansion of FM 428 (reimbursed by TXDOT), and
- Landscaping along Preston Road (reimbursed by TXDOT).

Legal Review:
N/A

Supporting Documents:
1. Ordinance

Financial Consideration:
The Ordinance increases the City's revenue and expenditure budgets with a net impact of reducing the fund balance of the General Fund by $27,500.

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS
ORDINANCE NO. 2024-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2023-108, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2023-2024 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2023-2024, heretofore previously adopted by Ordinance 2023-108; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2024, heretofore previously adopted by Ordinance 2023-108 duly enacted by the City Council of the City of Celina on the 12th day of September, 2023, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 7th day of March 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

Meeting date: March 7, 2024
FY 2024 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
102-31-3050	Fund Balance	Human Resources Director Search	(27,500)
102-116-000-6200	Contract Services	Human Resources Director Search	27,500
204-400-000-4722	Intergovernmental Revenue	Reimbursement from TXDOT for FM 428 widening water line relocation project	(370,690)
204-117-000-8501	Engineering/Design	Engineering and design contract to relocate water lines for expansion of FM 428	370,690
104-400-000-4722	Intergovernmental Revenue	Grant reimbursement from TXDOT for Green Ribbon Project on Preston Road	(600,000)
104-113-000-8502	Construction	Green Ribbon Project construction for landscaping along Preston Road	600,000

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Kari White
Date:	March 7, 2024
Re:	Public Works Expansion – C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act on an Ordinance on the voluntary annexation of approximately 15 acres; generally located south of County Road 106, and approximately 3,500 feet east of Preston Road, within the Extraterritorial Jurisdiction (ETJ). (Public Works Expansion – C-3 Expedited Annexation) (Mohan)

Background Information:
This City-initiated request is for the annexation of approximately 15 acres for the future expansion of the Public Works Service Center, generally located south of County Road 106, and approximately 3,500 feet east of Preston Road. Please refer to the attached documents, as well as the associated zoning agenda item, for further information.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Draft Ordinance
3. Location Map

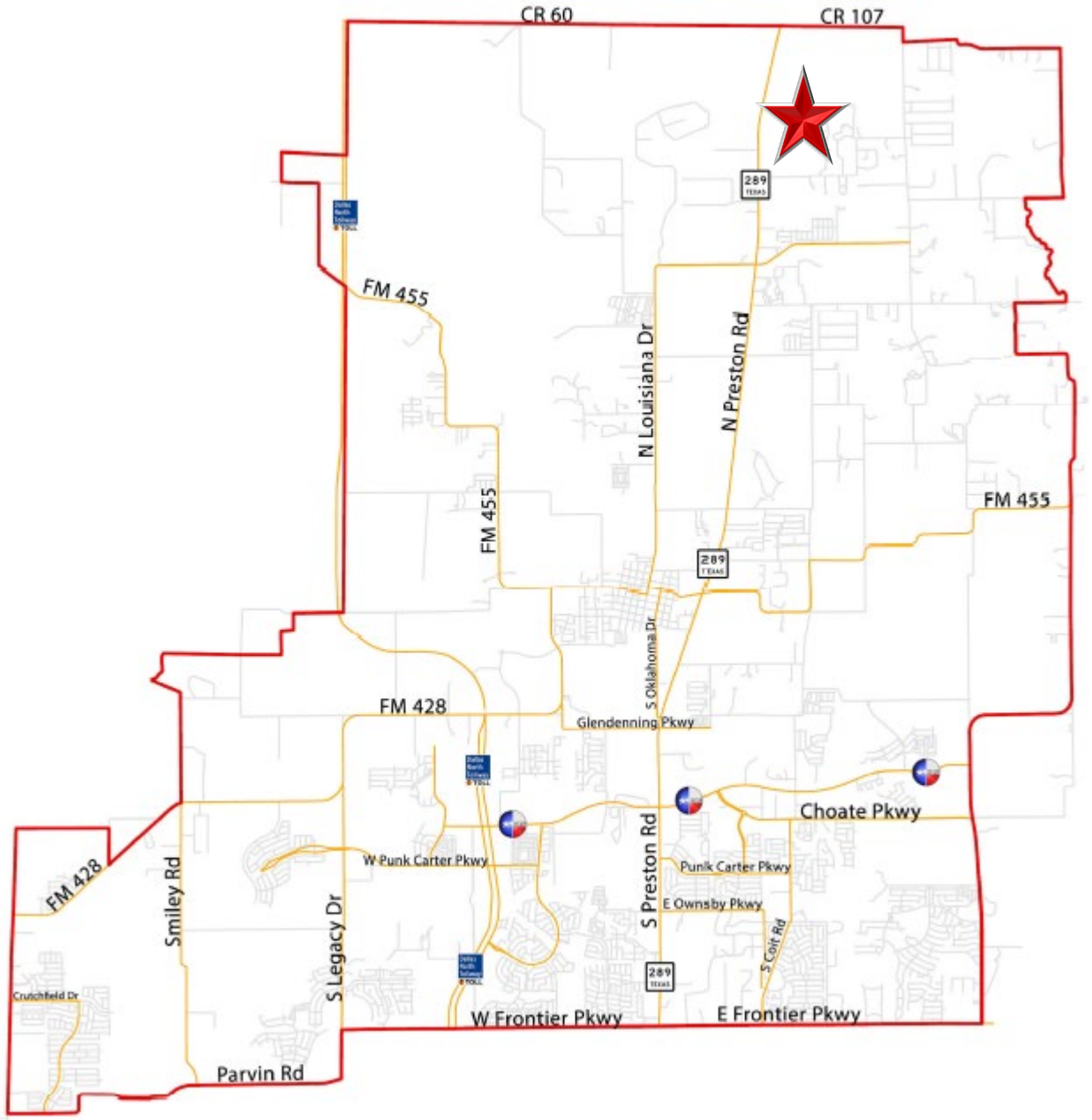
Financial Consideration:
N/A

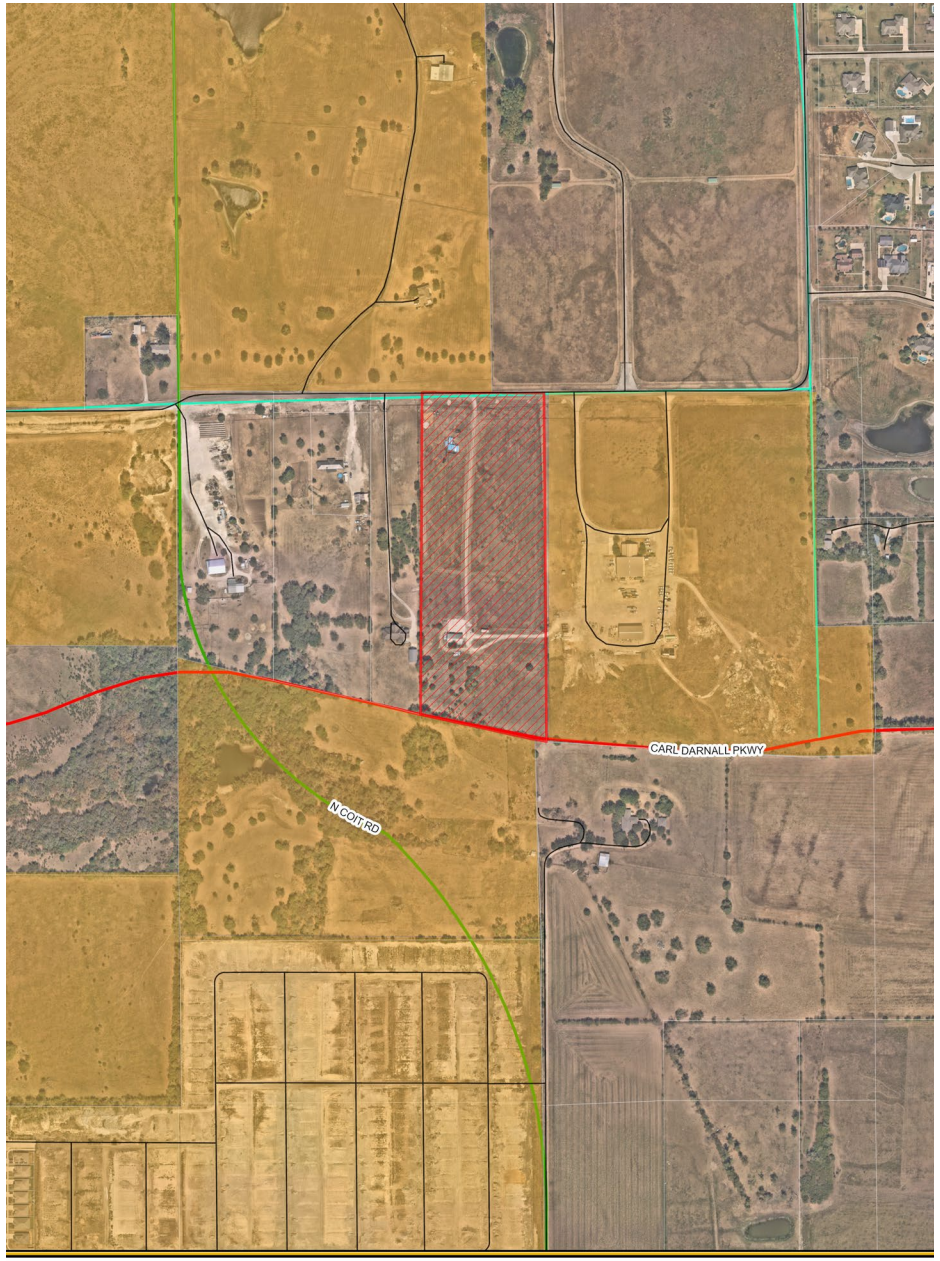
Staff Recommendation:
Staff recommends approval as presented.

PUBLIC WORKS EXPANSION

Annexation & Zoning

City Council
March 7, 2024


CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is immediately west of the existing Public Works Service Center located off County Road 106

BACKGROUND

- The City-owned property is approximately 15 acres and located within the Extraterritorial Jurisdiction (ETJ)
- The request is to rezone the property to Community Facilities District (CF), which is the appropriate zoning district for municipal facilities

POLICY CONSIDERATIONS

- The annexation and zoning brings 15 acres into City limits
- CF is an appropriate zoning designation for municipal facilities

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in February
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE NO. 2024-_____
PUBLIC WORKS EXPANSION ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 15 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED SOUTH OF COUNTY ROAD 106 AND APPROXIMATELY 3,500 FEET EAST OF PRESTON ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 7th day of March, 2024, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 19th day of February, 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the

Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 7th day of March, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Susie Quinn, Interim City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

All that certain tract or parcel of land situated in the William Shawver Survey, Abstract Number 810, County of Collin, State of Texas, said tract being all of a called 14.985 acre tract as described in deed to Henry M. Sorelle and Frances M. Sorelle, Trustees, filed 27 April 1999, and recorded in Volume 4403, Page 3254 of the deed records of the County of Collin, State of Texas and being more fully described as follows:

Beginning for the southwest corner of the tract being described herein at a found 1/2 inch rebar, said rebar being the southwest corner of said Sorelle tract, same being the southeast corner of a called 5.337 acre tract as described in deed to C. Larry Snyder et ux, Peggy A. Snyder, filed 09 February 1995, and recorded in County Clerks Number 95-0009946, and said rebar being on the north line of a called 29.287 acre tract as described in deed to Jeffery Scott Tillerson, filed 06 November 1997, and recorded in Volume 2739, Page 871 of said deed records;

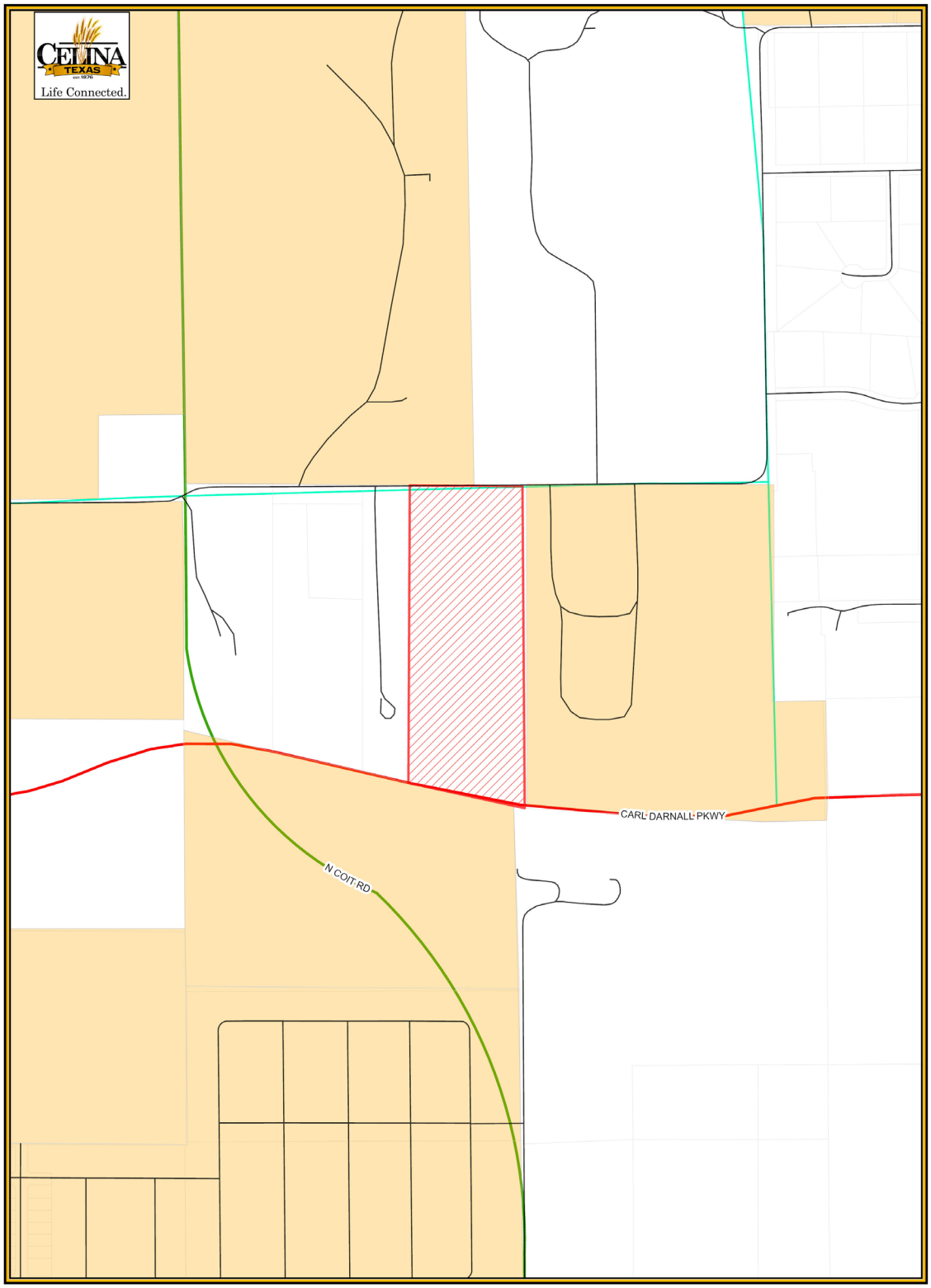
Thence North 00 degrees 12 minutes 10 seconds West, with the west line of said Sorelle tract and with the east line of said Snyder tract, and with a wire fence, and passing at 1195.7 feet a pipe fence corner post on the south side of Collin County Road Number 106, and continuing on said course a total distance of 1241.10 feet to the northwest corner of said Sorelle tract, same being the northeast corner of said Snyder tract and being in said road;

Thence North 89 degrees 53 minutes 11 seconds East, with the north line of said Sorelle tract and with said road a distance of 499.84 feet to a point for the northeast corner of said Sorelle tract;

Thence South 00 degrees 19 minutes 04 seconds East, with the east line of said Sorelle tract and passing at 45.7 feet a pipe fence corner post on the south side of said road, and continuing on said course a total distance of 1345.62 feet to a found 3/8 inch rebar for the southeast corner of said Sorelle tract, same being the southeast corner of a tract as described on deed to W&J Hodgson Properties, LP, filed 09 August 2005, and recorded in Volume 5977, Page 2704 of said deed records, said rebar also being on the north line of a called 43.952 acre tract as described in deed to Don Marshall Tillerson, filed 06 November 1987, and recorded in Volume 2739, Page 874 of said deed records;

Thence North 85 degrees 57 minutes 15 seconds West, with the south line of said Sorelle tract, and with the north line of said Don Tillerson tract and with a barbed wire fence a distance of 66.28 feet to a wood fence corner post for an angle point in the south line of said Sorelle tract;

Thence North 77 degrees 14 minutes 59 seconds West, with the south line of said Sorelle tract, and with the north line of said Jeffery Tillerson Tract, and with a barbed wire fence, a distance of 447.84 feet to the POINT OF BEGINNING and containing 14.931 acres of land.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Public Works Expansion Location Map
City of Celina

1/22/2024

N W E S

0 345 690 Feet

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

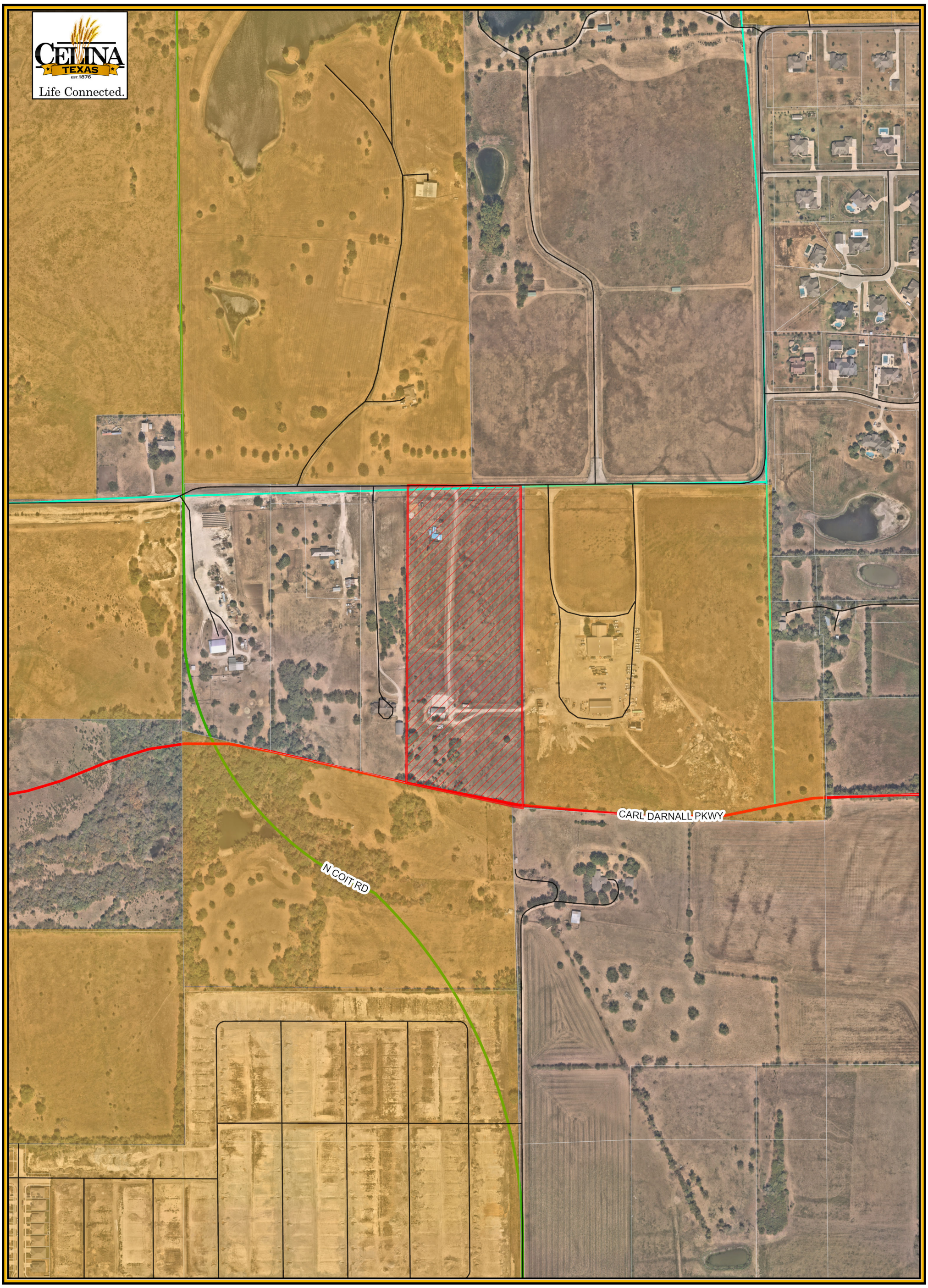
2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Public Works Expansion Location Map

City of Celina

1/22/2024

N
W E
S

0 345 690 Feet

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Kari White
Date:	March 7, 2024
Re:	Public Works Expansion – Zoning

Action Requested:
Conduct a public hearing to consider and act on an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 15 acres to Community Facilities District (CF); generally located south of County Road 106, and approximately 3,500 feet east of Preston Road. (Public Works Expansion – Zoning) (Mohan)

Background Information:
The City-initiated request is to zone approximately 15 acres to Community Facilities District (CF), generally located south of County Road 106, and approximately 3,500 feet east of Preston Road, for the future expansion of the Public Works Service Center. The Community Facilities District is an appropriate zoning designation for municipal facilities. Please refer to the attached documents, as well as the associated annexation agenda item, for further information.

Legal Review:
N/A

Supporting Documents:
1. Draft Ordinance
2. Location Map

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2024-____
PUBLIC WORKS EXPANSION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 15 ACRES LOCATED IN THE WILLIAM SHAWER SURVEY, ABSTRACT NO. 810, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF COUNTY ROAD 106 AND APPROXIMATELY 3,500 FEET EAST OF PRESTON ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMUNITY FACILITIES DISTRICT (CF); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as Commercial Facilities District (CF).

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Community Facilities District (CF).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 7th day of March, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Susie Quinn, Interim City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

All that certain tract or parcel of land situated in the William Shawver Survey, Abstract Number 810, County of Collin, State of Texas, said tract being all of a called 14.985 acre tract as described in deed to Henry M. Sorelle and Frances M. Sorelle, Trustees, filed 27 April 1999, and recorded in Volume 4403, Page 3254 of the deed records of the County of Collin, State of Texas and being more fully described as follows:

Beginning for the southwest corner of the tract being described herein at a found 1/2 inch rebar, said rebar being the southwest corner of said Sorelle tract, same being the southeast corner of a called 5.337 acre tract as described in deed to C. Larry Snyder et ux, Peggy A. Snyder, filed 09 February 1995, and recorded in County Clerks Number 95-0009946, and said rebar being on the north line of a called 29.287 acre tract as described in deed to Jeffery Scott Tillerson, filed 06 November 1997, and recorded in Volume 2739, Page 871 of said deed records;

Thence North 00 degrees 12 minutes 10 seconds West, with the west line of said Sorelle tract and with the east line of said Snyder tract, and with a wire fence, and passing at 1195.7 feet a pipe fence corner post on the south side of Collin County Road Number 106, and continuing on said course a total distance of 1241.10 feet to the northwest corner of said Sorelle tract, same being the northeast corner of said Snyder tract and being in said road;

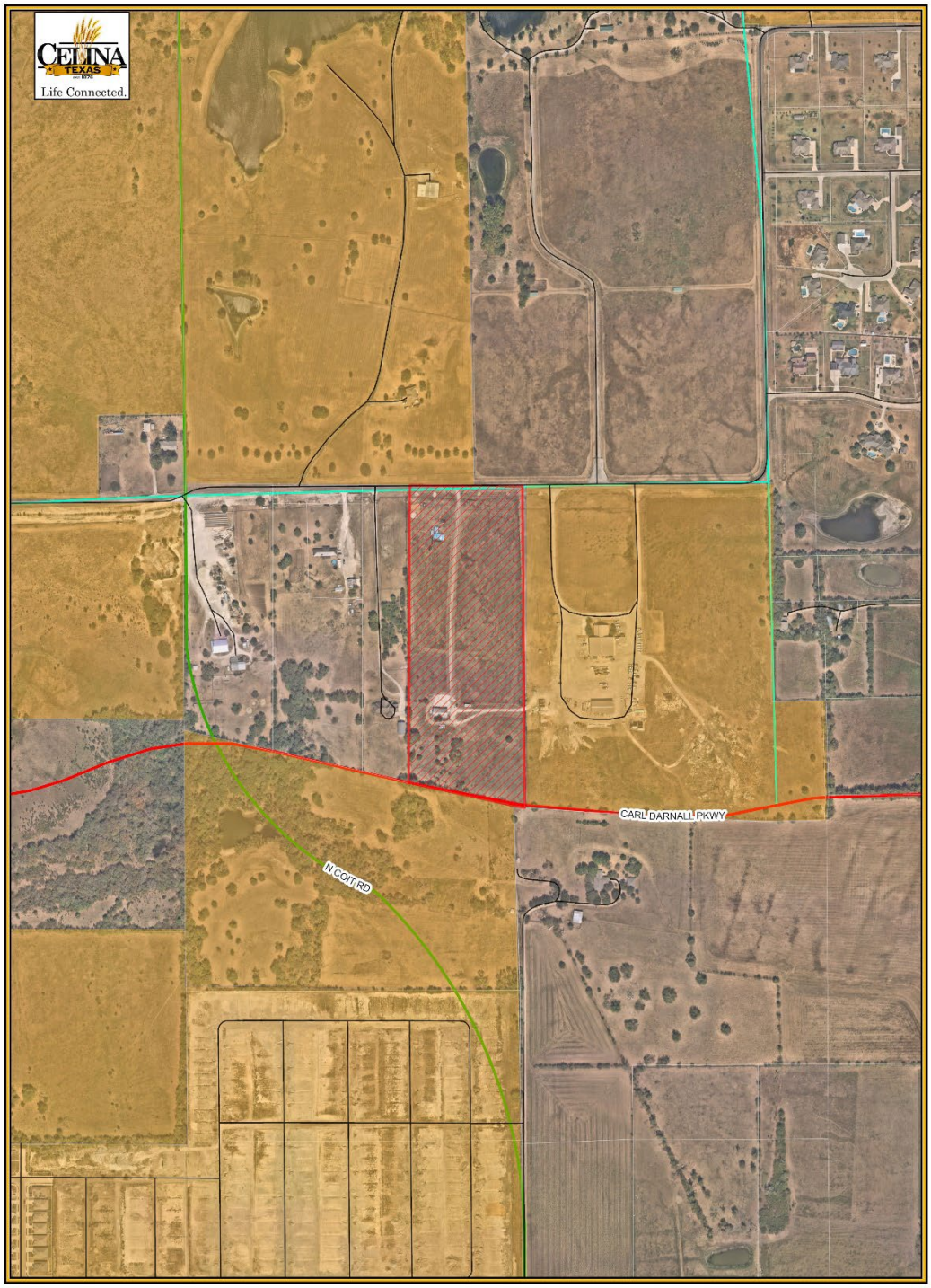
Thence North 89 degrees 53 minutes 11 seconds East, with the north line of said Sorelle tract and with said road a distance of 499.84 feet to a point for the northeast corner of said Sorelle tract;

Thence South 00 degrees 19 minutes 04 seconds East, with the east line of said Sorelle tract and passing at 45.7 feet a pipe fence corner post on the south side of said road, and continuing on said course a total distance of 1345.62 feet to a found 3/8 inch rebar for the southeast corner of said Sorelle tract, same being the southeast corner of a tract as described on deed to W&J Hodgson Properties, LP, filed 09 August 2005, and recorded in Volume 5977, Page 2704 of said deed records, said rebar also being on the north line of a called 43.952 acre tract as described in deed to Don Marshall Tillerson, filed 06 November 1987, and recorded in Volume 2739, Page 874 of said deed records;

Thence North 85 degrees 57 minutes 15 seconds West, with the south line of said Sorelle tract, and with the north line of said Don Tillerson tract and with a barbed wire fence a distance of 66.28 feet to a wood fence corner post for an angle point in the south line of said Sorelle tract;

Thence North 77 degrees 14 minutes 59 seconds West, with the south line of said Sorelle tract, and with the north line of said Jeffery Tillerson Tract, and with a barbed wire fence, a distance of 447.84 feet to the POINT OF BEGINNING and containing 14.931 acres of land.

Exhibit B
Depiction of Property



Legend
- Subject Property
- City Limits
- Roads
- Parcels

Public Works Expansion
Location Map
City of Celina

1/22/2024

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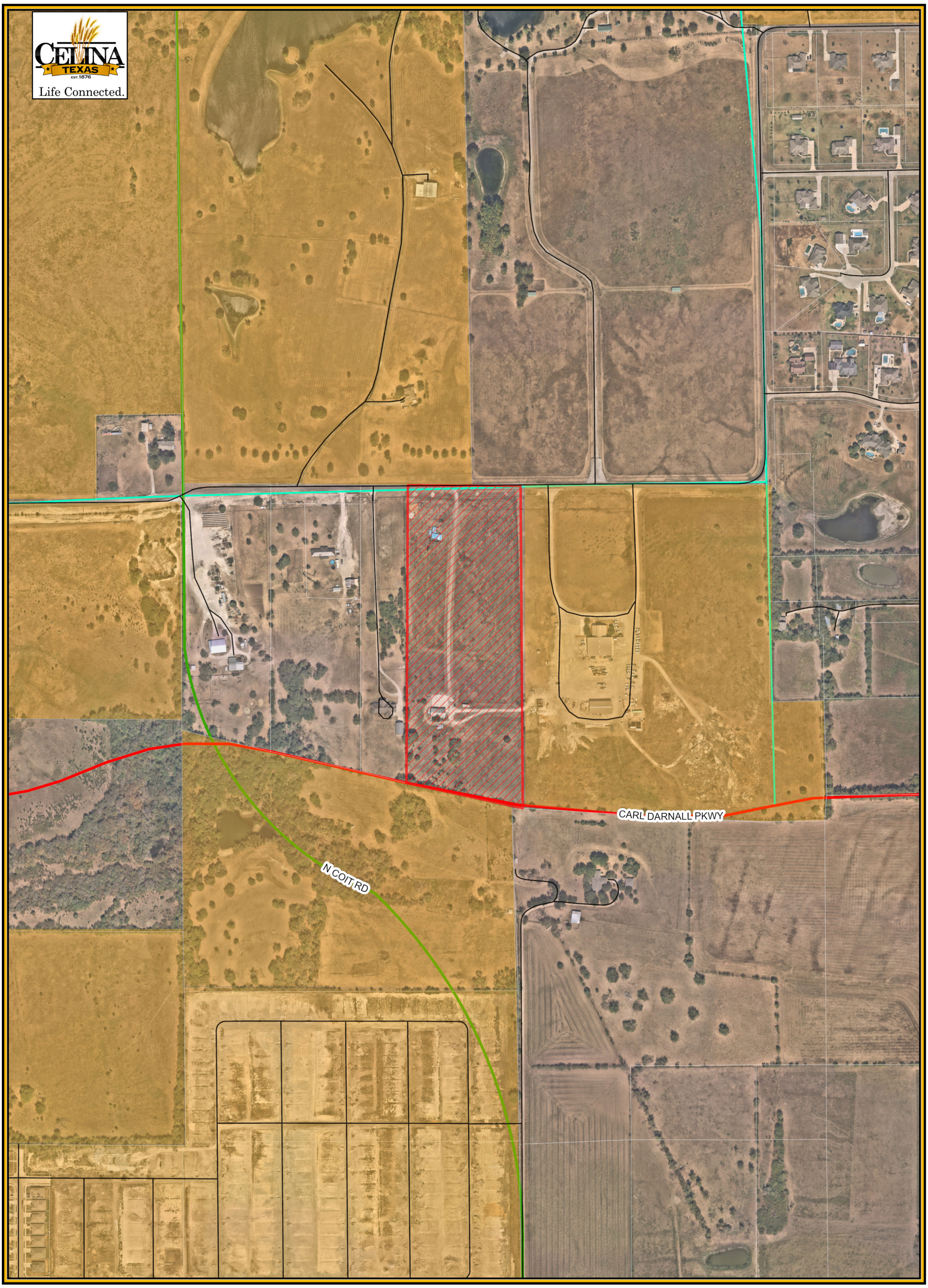

Legend

- Subject Property
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- Roads
- Parcels

Public Works Expansion Location Map

City of Celina

1/22/2024

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0 345 690 Feet

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Kari White
Date:	March 7, 2024
Re:	North 6 (Ousley Tract) - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act on an Ordinance on the voluntary annexation of approximately 1 acre; generally located at the northeast corner of Preston Road and FM 455, within the Extraterritorial Jurisdiction (ETJ). (North 6 – C-3 Expedited Annexation) (Mohan)

Background Information:
This request is for the annexation of approximately 1 acre, generally located at the northeast corner of Preston Road and FM 455. Please refer to the attached documents, as well as the associated zoning item, for further information.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Draft Ordinance
3. Location Map

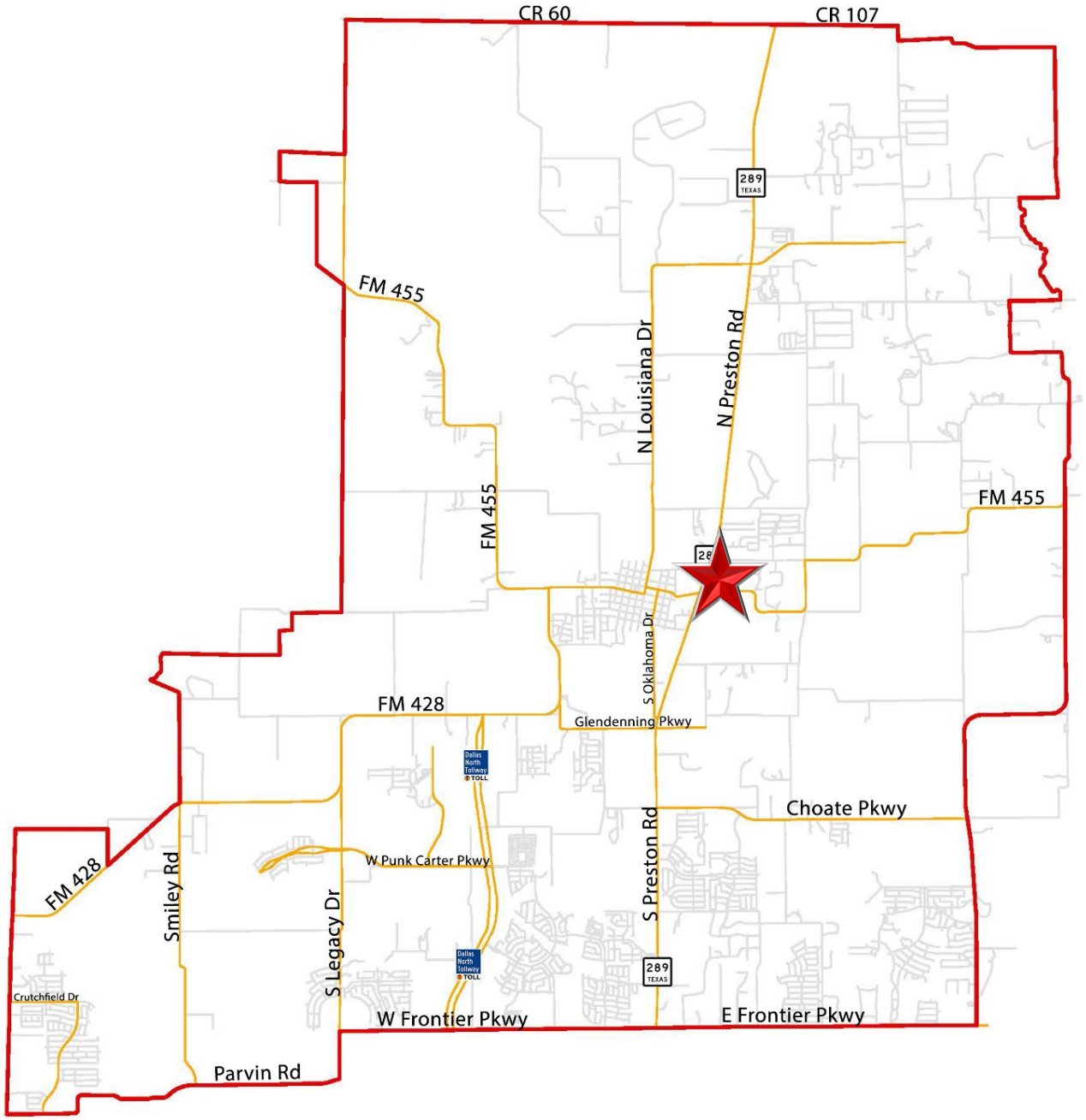
Financial Consideration:
N/A

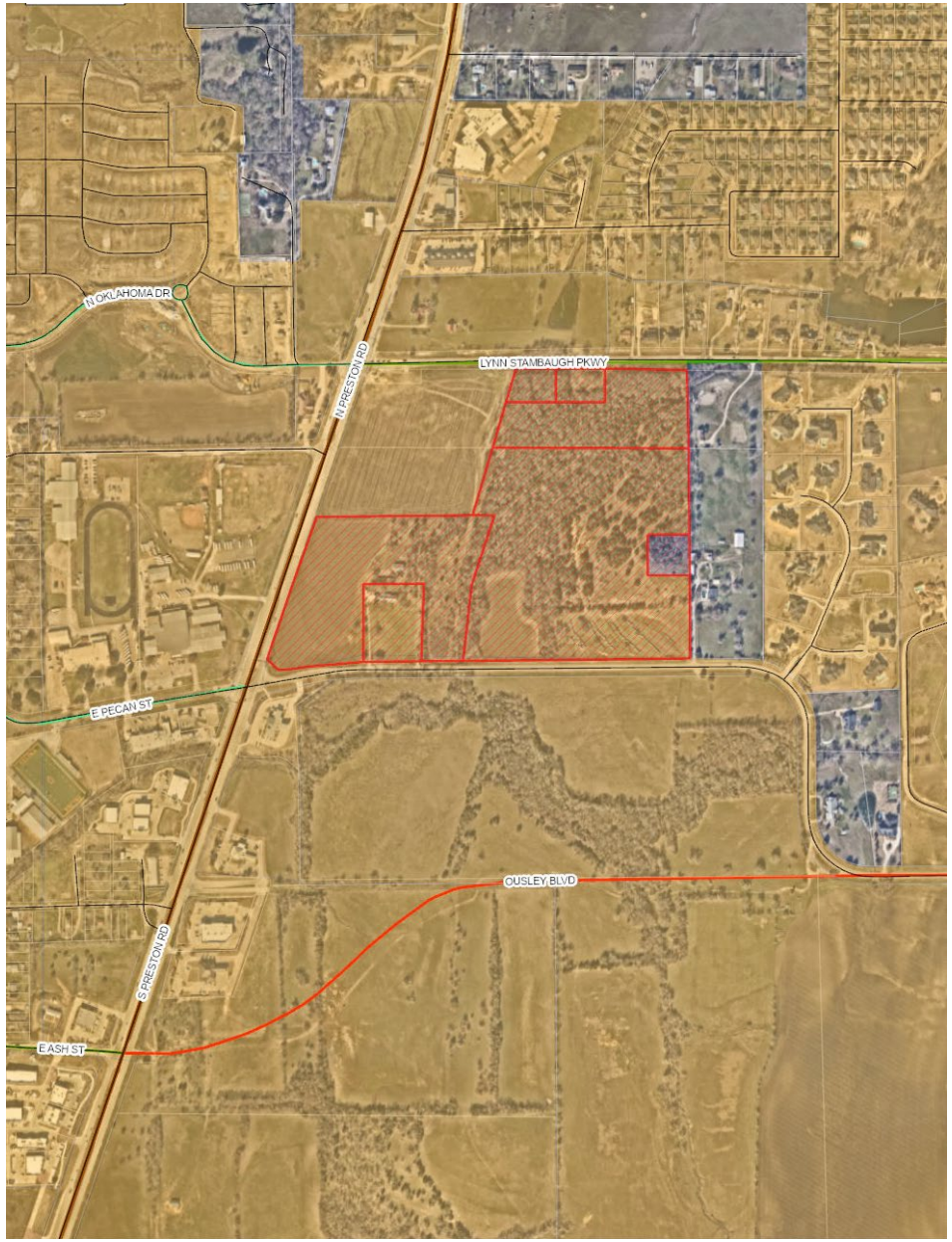
Staff Recommendation:
Staff recommends approval as presented.

NORTH 6 (OUSLEY TRACT)

Annexation & PD Amendment

City Council
March 7, 2024


CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway
TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



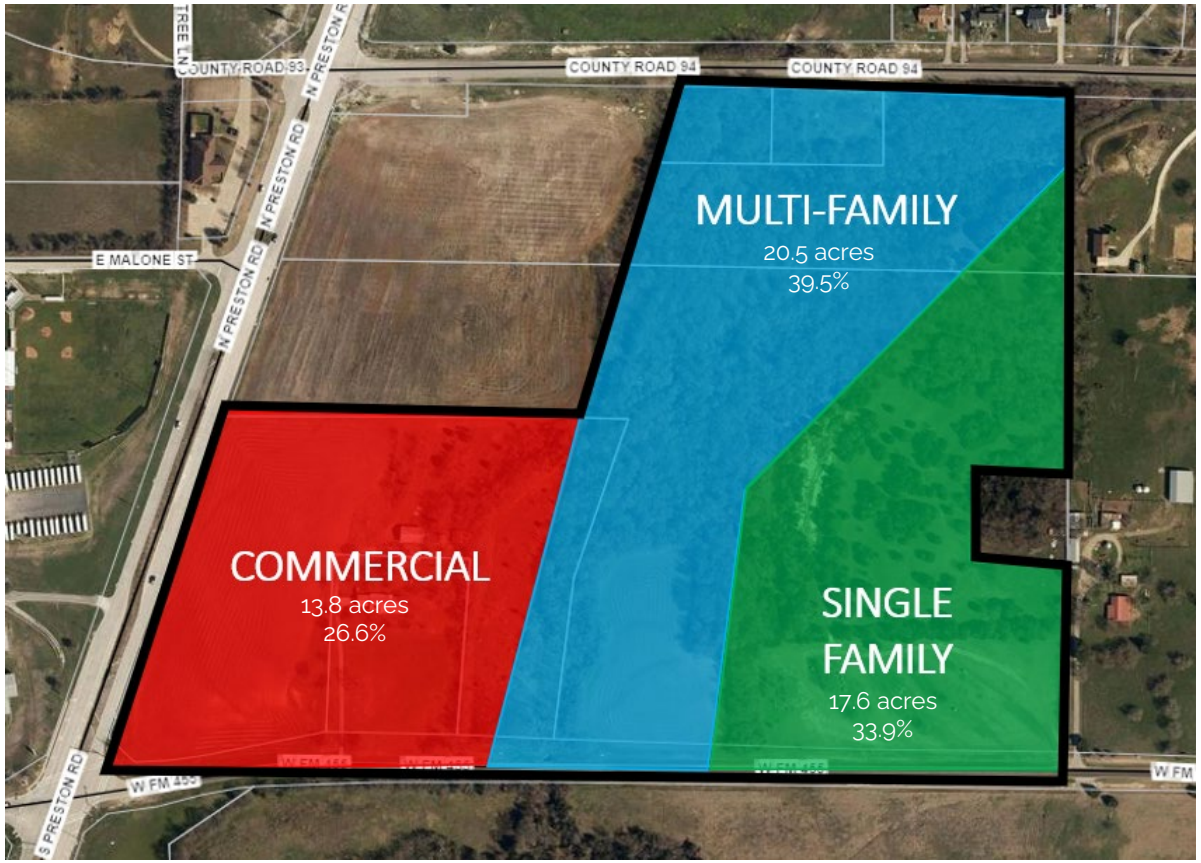
LOCATION MAP

The subject property is generally located at the northeast corner of Preston Road and FM 455

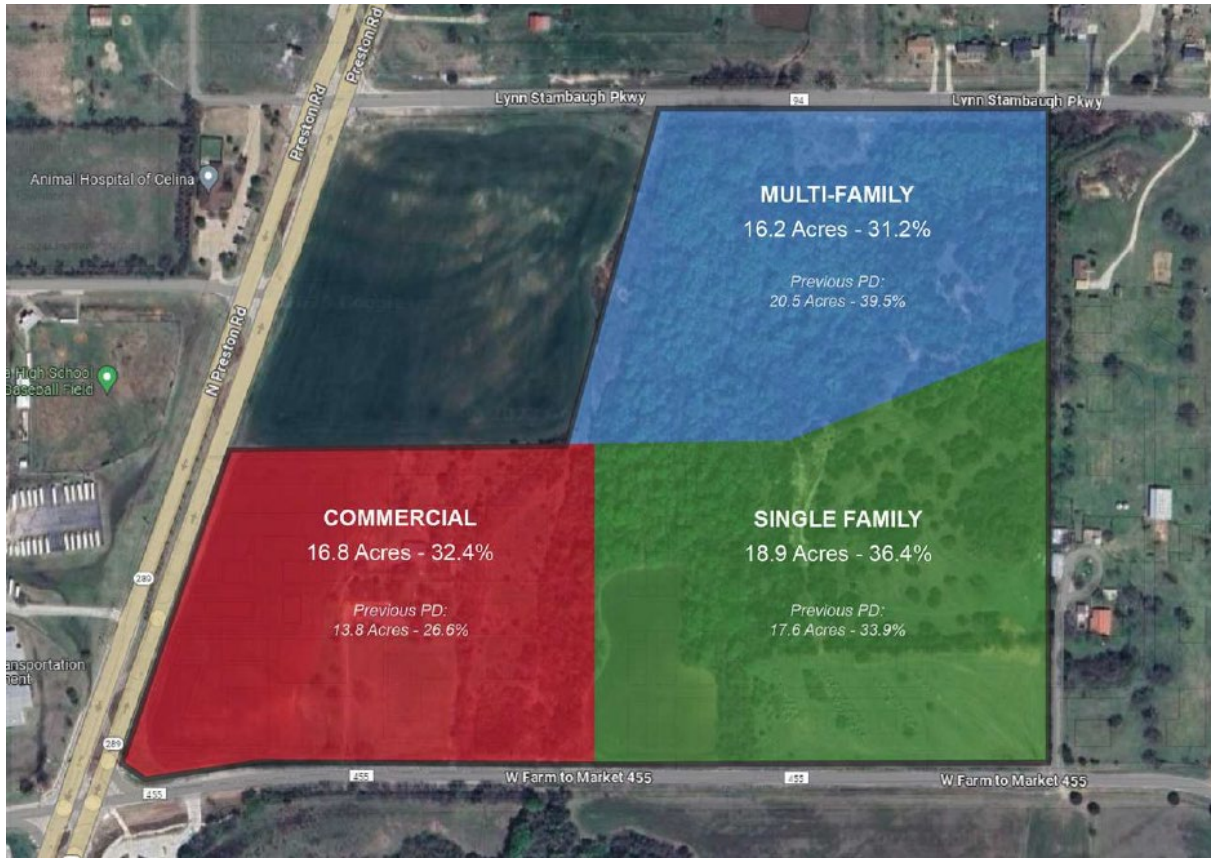
BACKGROUND

- The subject property is approximately 53 acres, located in both the City Limits (52 acres) and the Extraterritorial Jurisdiction (ETJ) (1 acre)
- The subject property was annexed and zoned Planned Development (PD) No. 110 in 2020
- The PD included a bubble plan that allowed for a mixture of commercial, multi-family residential, and single-family residential land uses
- The applicant has further refined the concept and is requesting to amend the PD to redistribute the proposed land uses on the parcel, and to allow townhomes

LAND PLAN



Original



Amended

RENDERINGS

Program Key
Retail / Restaurant
Shared Amenity
Office
Multifamily
Grocery
Townhomes
Hotel
Single Family Homes
Phase ID (6.3 AC)
- 120 Urban Edge Units
Phase IC (2.7 AC)
- 46 Townhomes
Phase IB (10.0 AC)
- 19 Single Family Units
Potential Future Single Family Units
Phase IA (5.7 AC)
- 24 Townhomes
- 10 Single Family Units
- Amenity Center
North 6 - Master Plan
Phase 1 Diagram
CORGAN

REQUEST

- Add Single-Family Residential, Attached (SF-A) as a permitted land use to the detached single-family area
- Allow one Multi-Family, Urban Living (MF-3) project within the Commercial zone, but decrease the overall multi-family allowance

POLICY CONSIDERATIONS

- Modern design standards and conformance with the Neighborhood Vision Book and Multi-Family & Commercial Vision Book will apply
- The proposed land uses are appropriate for the location and provide a transition from Preston Road to the established estate residential neighborhood to the east
- Most of the proposed land uses are already permitted, but the updated land plan will allow for a better integrated development
- Townhomes will help buffer the more intense non-residential uses from the adjacent lower-density, single-family neighborhoods
- A linear park along Doe Branch Creek will span the development and include plentiful open space with events programming, art exhibits, and children's play areas

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in February
- There was no public feedback at the public hearing
- Staff recommends approval as presented, as it as a further refinement of the existing high-level zoning

CITY OF CELINA, TEXAS
ORDINANCE NO. 2024-_____
NORTH 6 (OUSLEY TRACT) ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 1 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE NORTHEAST CORNER OF PRESTON ROAD AND FM 455, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 7th day of March, 2024, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 19th day of February, 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the

Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THAT:

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 7th day of March, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Susie Quinn, Interim City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

SITUATED in Collin County, Texas, a part of the J. K. Rice Survey, Abstract No. 767 and being out of the East portion of a 105.153 acre tract as described in a deed from E. R. Timmerman to Maxine Ousley, dated February 8, 1963, and recorded in Volume 613, Page 604 of the Collin County Deed Records, and being more particularly described by metes and bounds as follows:

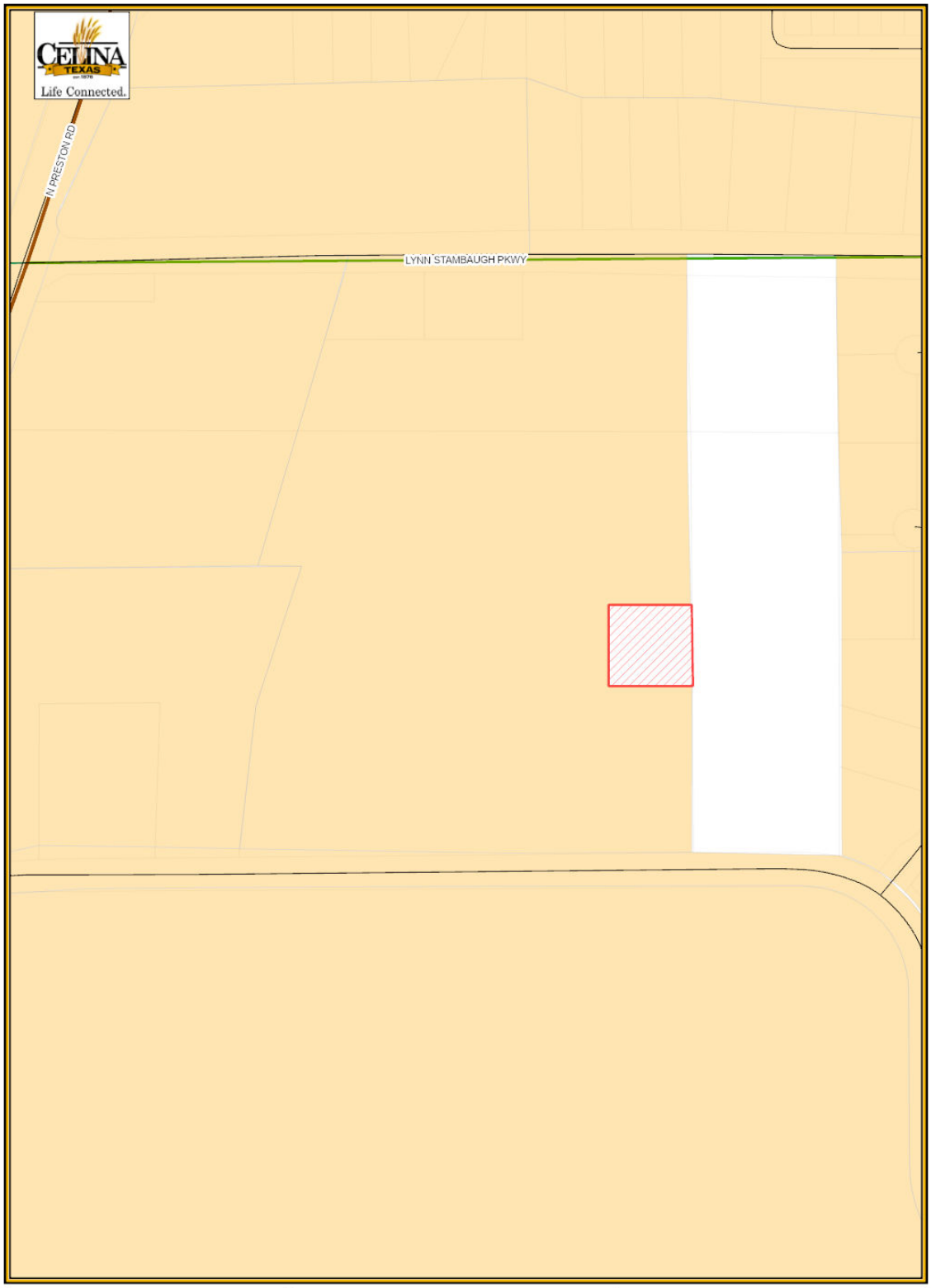
BEGINNING at an iron stake in the East line of the said tract in the West line of a 36 feet wide public road, Said stake bears North 0 degrees 29 minutes East 328.8 feet from the Southeast corner of the said tract;

THENCE NORTH 89 degrees 31 minutes West a distance of 208.9 feet to an iron stake;

THENCE NORTH 0 degrees 29 minutes East a distance of 208.9 feet to an iron stake;

THENCE SOUTH 89 degrees 31 minutes East a distance of 208.9 feet to an iron stake in the East line of the said tract;

THENCE SOUTH 0 degrees 29 minutes West with the East line of the said tract a distance of 208.9 feet to the place of beginning, CONTAINING 1.0 acre of land.



Legend

- Parcels
- Roads
- City Limits
- Subject Property

North 6 Ousley Annexation
Location Map
City of Celina

2/21/2024

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Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Legend

- Parcels
- Roads
- City Limits
- Subject Property

North 6 Ousley Annexation Location Map

City of Celina

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Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Kari White
Date:	March 7, 2024
Re:	North 6 (Ousley Tract) - PD Amendment

Action Requested:
Conduct a public hearing to consider and act on an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 53 acres of Planned Development (PD) No. 110 with Commercial, Office, & Retail District (C), Multi-Family, Urban Edge District (MF-2), Multi-Family, Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), and Single-Family Residential, Detached District (SF-R) and the Preston Road Overlay (PRO), with modified development standards, generally located at the northeast corner of Preston Road and FM 455. (North 6 – PD Amendment) (Mohan)

Background Information:
The request is to amend approximately 52 acres of Planned Development (PD) No. 110 with a base zoning of Commercial, Office, & Retail District (C), Multi-Family, Urban Edge District (MF-2), Multi-Family, Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), and Single-Family Residential, Detached District (SF-R), and the Preston Road Overlay (PRO), with modified development standards. Additionally, the request incorporates an adjacent 1-acre parcel into the PD. Please refer to the attached documents, as well as the associated annexation items, for further information.

Legal Review:
N/A

Supporting Documents:
1. Draft Ordinance
2. Location Map

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2024-____
NORTH 6 (OUSLEY TRACT)

AN AMENDMENT TO PLANNED DEVELOPMENT #110

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE REZONING OF LAND THAT IS APPROXIMATELY 53 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #15, ABSTRACT NO. 170, AND THE J K RICE SURVEY, ABSTRACT NO. 767, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF PRESTON ROAD AND FM 455; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND A PORTION OF PLANNED DEVELOPMENT NO. 110 (PD-110), WITH A BASE ZONING OF COMMERCIAL, OFFICE, & RETAIL DISTRICT (C), MULTI-FAMILY, URBAN EDGE DISTRICT (MF-2), MULTI-FAMILY, URBAN LIVING DISTRICT (MF-3), SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), AND SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R) AND THE PRESTON ROAD OVERLAY (PRO), WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends a portion of PD #110, which was enacted through Ordinance 2020-41; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Land Plan and Development Regulations, set forth in Exhibits "C" and "D", respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development (PD) No. 110 with a base of Commercial, Office, & Retail District (C), Multi-Family, Urban Edge District (MF-2), Multi-Family, Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), and Single-Family Residential, Detached District (SF-R) and the Preston Road Overlay (PRO), with modified development standards, and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Land Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein as "PD" Planned Development No. 110 with a base of Commercial, Office, & Retail District (C), Multi-Family, Urban Edge District (MF-2), Multi-Family, Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), and Single-Family Residential, Detached District (SF-R) and the Preston Road

Overlay (PRO), with modified development standards, and incorporates the Land Plan and Development Regulations, attached hereto as Exhibits "C" and "D", respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial,

administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 7th day of March 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Susie Quinn, Interim City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

An approximately 53-acre portion of:

BEING all that certain tract of land situated in the City of Celina, Collin County, Texas, in the Collin County School Land, Survey No. 15, Abstract No. 170, and the J.K. Rice Survey, Abstract No. 767, and being a portion of that certain tract of land conveyed to Maxine Ousley, by deed recorded in Volume 613, Page 604, Deed Records, Collin County, Texas, and being a portion of that certain tract of land conveyed to Jon Cox Ousley Family Farm Partnership, LTD., by deeds recorded in Volume 5502, Page 5446, Volume 5502, Page 5454, and Volume 5502, Page 5450, Deed Records, Collin County, Texas, and being all that certain tract of land conveyed to Jon S. Ousley, by deed recorded in Document Number 20140227000184220, Official Public Records, Collin County, Texas, and being all of Lot 6, Preston Branch, an addition to the City of Celina, Collin County, Texas, according to the plat thereof recorded in Cabinet O, Pg. 111, Plat Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of the herein described tract, same being the southeast corner of said Lot 6, same being in the north right-of-way line of Farm to Market 455 (variable width right-of-way), same being the beginning of a curve to the left, having a radius of 363.31 feet and a delta angle of 15 deg. 25 min. 18 sec.;

THENCE along the common line of said Lot 6 and said Farm to Market 455 as follows:
Along said curve to the left, an arc distance of 97.79 feet and a chord bearing and distance of North 82 deg. 41 min. 42 sec. West, 97.49 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap (hereinafter referred to as ½ inch iron rod set) for angle point;
South 89 deg. 35 min. 38 sec. West, a distance of 278.77 feet to a point for the southwest corner of said Lot 6, from which a right-of-way monument found bears North 00 deg. 2 min. West, 3.4 feet, same being the southeast corner of aforesaid Maxine Ousley tract;

THENCE along the north right-of-way line of said Farm to Market 455 as follows:
South 89 deg. 37 min. 55 sec. West, a distance of 1,398.02 feet to a 1/2 inch iron rod found for angle point;
South 89 deg. 00 min. 01 sec. West, a distance of 290.23 feet to an angle point;
South 84 deg. 30 min. 14 sec. West, a distance of 287.87 feet to an angle point, same being the most easterly corner of that certain tract of land to State of Texas for right-of-way, by deed recorded in Volume 657, Page 38, aforesaid Deed Records, from which a TXDOT monument stamped "D0430066" bears South 83 deg. 23 min. West, 18.4 feet;
South 86 deg. 05 min. 38 sec. West, a distance of 100.50 feet to an angle point;
South 80 deg. 22 min. 38 sec. West, a distance of 63.51 feet to a point for the most southerly southwest corner of the herein described tract, same being the south end of a corner clip in the intersection of said Farm to Market 455 and State Highway 289 (Preston Road)(variable width right-of-way);

THENCE North 40 deg. 27 min. 22 sec. West, along said corner clip, a distance of 51.25 feet to a right-of-way monument with nail found for the north end of said corner clip, same being the most westerly southwest corner of the herein described tract;

THENCE along the easterly right-of-way line of said State Highway 289 as follows:
North 18 deg. 42 min. 38 sec. East, a distance of 76.67 feet to an angle point;
North 17 deg. 45 min. 26 sec. East, a distance of 272.68 feet to a TXDOT monument found for angle point, same being the south end of that certain tract of land to State of Texas for right-of-way, by deed recorded in Instrument Number 20120209000150250, aforesaid Official Public Records;
North 18 deg. 42 min. 58 sec. East, a distance of 410.35 feet to a TXDOT monument found the most westerly northwest corner of the herein described tract, same being the southwest corner of that certain tract of land conveyed to Celina Tork, LTD., by deed recorded in Volume 5601, Page 1535, aforesaid Deed Records, same being the northeast corenr of said State of Texas right-of-way tract;

THENCE along said Celina Tork tract as follows:
North 88 deg. 30 min. 08 sec. East, a distance of 804.66 feet to a 1/2 inch iron rod found for corner, same being the southeast corner of said Celina Tork tract;
North 15 deg. 39 min. 50 sec. East, a distance of 786.06 feet to a 1/2 inch iron rod found (disturbed) for the most northerly northwest corner of the herein described tract, same being in the southerly right-of-way line of County Road 94 (variable width right-of-way), same being the beginning of a non-tangent curve to the right, having a radius of 22,858.00 feet and a delta angle of 02 deg. 15 min. 53 sec.;

THENCE along said non-tangent curve to the right, along the south right-of-way line of said County Road 94, an arc distance of 903.48 feet and a chord bearing and distance of North 89 deg. 37 min. 02 sec. East, 903.42 feet to a 1/2 inch iron rod found for the most northerly northeast corner of the herein described tract, same being the northwest corner of that certain tract of land conveyed to Matt A. Shivers and Sara J. Shivers, by deed recorded in Document Number 20130117000073360, aforesaid Official Public Records;

THENCE South 00 deg. 45 min. 02 sec. East, along the common line of said Maxine Ousley tract and said Shivers tract, a distance of 399.00 feet to a 5/8 inch iron rod found for corner, same being the southwest corner of said Shivers tract, same being the northwest corner of aforesaid Lot 6;

THENCE South 89 deg. 05 min. 01 sec. East, along the common line of said Lot 6 and said Shivers tract, a distance of 381.96 feet to a 1/2 inch iron rod found for the most easterly northeast corner of the herein described tract, same being the northeast corner of said Lot 6, same being in the west line of Crosswood Creek Estates, an addition to the City of Celina, Collin County, Texas, according to the plat thereof recorded in Document Number 2020–434, aforesaid Official Public Records;

THENCE along the common line of said Lot 6 and said Crosswood Creek Estates as follows:
South 00 deg. 05 min. 34 sec. West, a distance of 310.31 feet to a 1/2 inch iron rod found for angle point;
South 00 deg. 01 min. 11 sec. East, a distance of 779.82 feet to the POINT OF BEGINNING and containing 61.430 acres of computed land, more or less.

SAVE & EXCEPT that certain tract of land situated in the City of Celina, Collin County, Texas, in the J. K. Rice Survey, Abstract No. 767, being a portion of that certain tract of land conveyed to Maxine Ousley, by deed recorded in Volume 613, Page 604, Deed Records, Collin County, Texas, and being a portion of that certain tract of land conveyed to Jon Cox Ousley Family Farm Partnership, LTD., by deeds recorded in Volume 5502, Page 5446, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of said Ousley tract, same being the southeast corner of Lot 6, Preston Branch, an addition to the City of Celina, Collin County, Texas, according to the plat thereof recorded in Cabinet O, Page 111, Plat Records, Collin County, Texas, same being in the north right–of–way line of Farm to Market 455 (variable width right–of–way), same being the beginning of a curve to the left, having a radius of 363.31 feet and a delta angle of 15 deg. 25 min. 18 sec.;

THENCE along the common line of said Lot 6 and said Farm to Market 455 as follows:
Along said curve to the left, an arc distance of 97.79 feet and a chord bearing and distance of North 82 deg. 41 min. 42 sec. West, 97.49 feet to a 1/2 inch iron rod set with "Peiser & Mankin SURV" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for angle point;
South 89 deg. 35 min. 38 sec. West, a distance of 278.77 feet to a point for the southwest corner of said Lot 6, from which a right–of–way monument found bears North 00 deg. 2 min. West, 3.4 feet, same being the southeast corner of aforesaid Maxine Ousley tract;

THENCE North 00 deg. 00 min. 46 sec. West, along the common line of said Lot 6 and said Maxine Ousley tract, a distance of 331.95 feet to a ½ inch iron rod found for the southeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE through the interior of said Maxine Ousley tract as follows:
South 87 deg. 57 min. 22 sec. West, a distance of 210.83 feet to a 60D nail found for the southwest corner of the herein described tract;
North 01 deg. 17 min. 48 sec. West, a distance of 210.93 feet to a 60D nail found for the northwest corner of the herein described tract;
South 83 deg. 25 min. 55 sec. East, a distance of 213.64 feet to a 60D nail found for the northeast corner of the herein described tract, same being in the east line of said Maxine Ousley tract, same being in the west line of aforesaid Lot 6;

THENCE South 01 deg. 02 min. 13 sec. East, along the common line of said Maxine Ousley tract and said Lot 6, a distance of 178.95 feet to the POINT OF BEGINNING and containing 41,180 square feet or 0.945 acre of computed land, more or less.

Leaving a net area of 60.485 acres of computed land, more or less.

SITUATED in Collin County, Texas, a part of the J. K. Rice Survey, Abstract No. 767 and being out of the East portion of a 105.153 acre tract as described in a deed from E. R. Timmerman to Maxine Ousley, dated February 8, 1963, and recorded in Volume 613, Page 604 of the Collin County Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in the East line of the said tract in the West line of a 36 feet wide public road, Said stake bears North 0 degrees 29 minutes East 328.8 feet from the Southeast corner of the said tract;

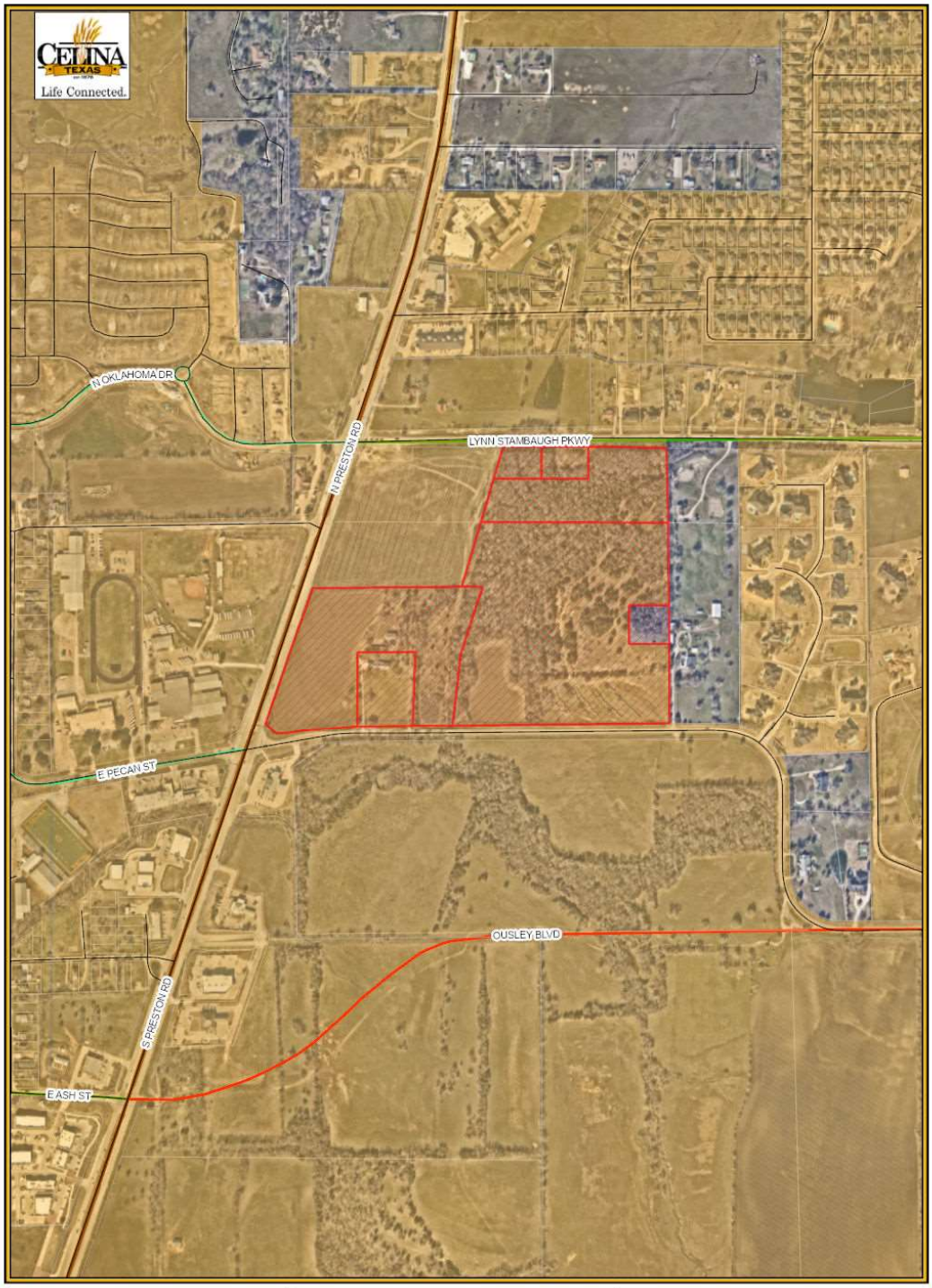
THENCE NORTH 89 degrees 31 minutes West a distance of 208.9 feet to an iron stake;

THENCE NORTH 0 degrees 29 minutes East a distance of 208.9 feet to an iron stake;

THENCE SOUTH 89 degrees 31 minutes East a distance of 208.9 feet to an iron stake in the East line of the said tract;

THENCE SOUTH 0 degrees 29 minutes West with the East line of the said tract a distance of 208.9 feet to the place of beginning, CONTAINING 1.0 acre of land.

Exhibit B
Depiction of Property



Legend
- Subject Property
- City Limits
- Roads
- Parcels

North 6 Ousley
Location Map
City of Celina
1/30/2024

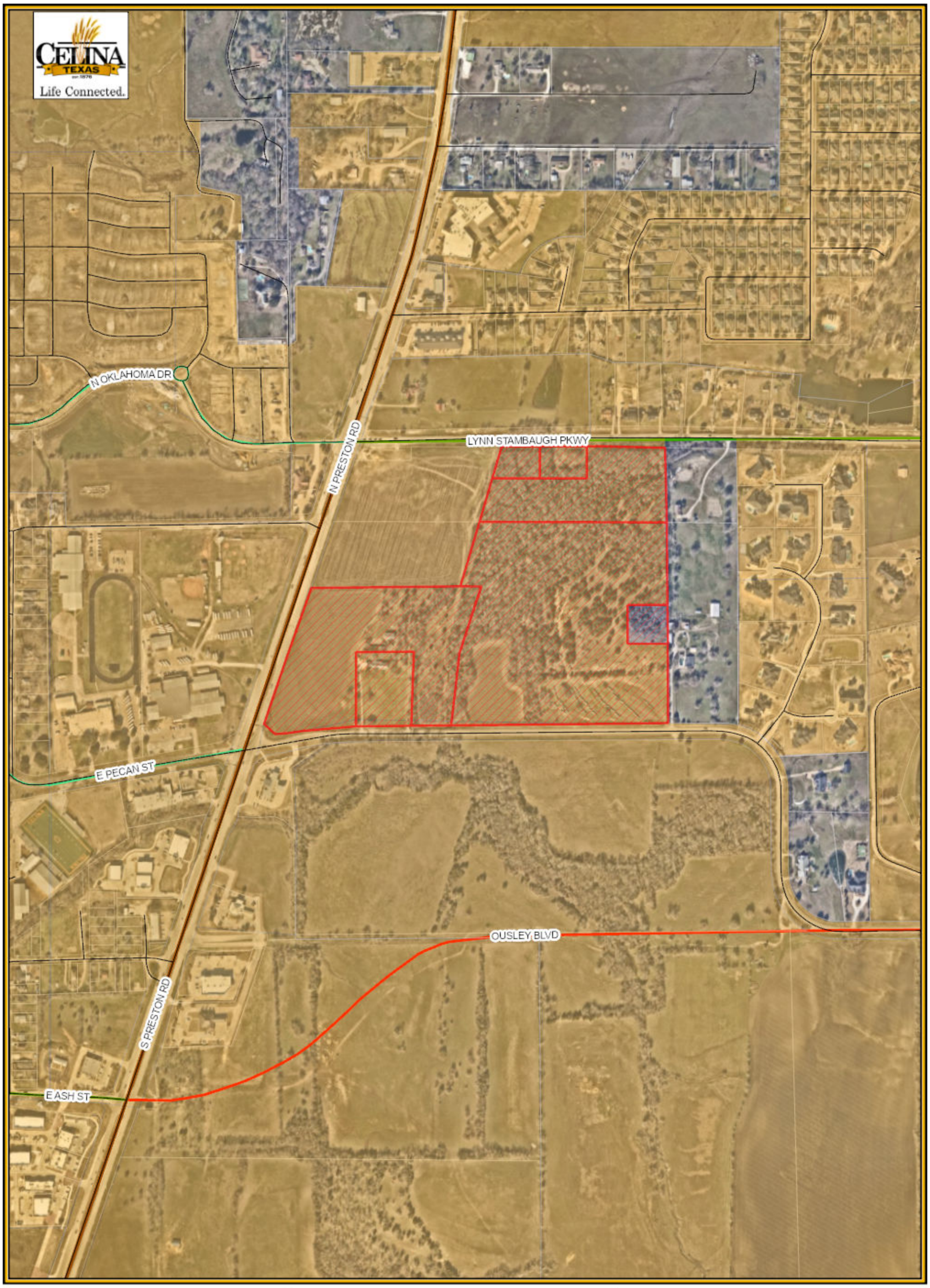
N W E S
0 500 1,000
Feet

Exhibit C
Land Plan

Exhibit D
Development Regulations

The property is zoned a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C), Multi-Family, Urban Edge District (MF-2), Multi-Family, Urban Living District (MF-3), Single-Family Residential, Attached District (SF-A), and Single-Family Residential, Detached District (SF-R), and the Preston Road Overlay (PRO), with the following modified standards:

1. The boundaries of each of the zoning districts shown on the Land Plan shall be flexible and the area of each can vary up to 15%, as determined by Staff;
2. The building exteriors shall conform to the architectural standards of the Zoning Ordinance, as it exists or may be amended;
3. Alley-loaded townhomes shall be allowed in the detached single-family tract, so long as a minimum 20' lot width and all other City design standards are maintained;
4. One Multi-Family, Urban Living (MF-3) development is permitted within the Commercial, Office, & Retail District (C), if part of an integrated, mixed-use development;
5. One Hotel, Limited Service, product is permitted, with a Specific Use Permit (SUP), within the Commercial, Office, & Retail District (C); and
6. When adjacent land uses are well-integrated with screening and buffering achieved through alternative mechanisms, Staff may consider minor modifications to the screening standards.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

North 6 Ousley Location Map

City of Celina

1/30/2024

N W E S

0 500 1,000

Feet

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kari White, Planning Manager
CC:	Dusty McAfee, Executive Director of Development Services
Intiated by:	Kari White
Date:	March 7, 2024
Re:	eVantage Senior Living – Specific Use Permit

Action Requested:
Conduct a public hearing to consider and act on an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for Senior Living - Assisted & Advanced Care and Senior Living - Independent Living uses on approximately 16 acres; generally located west of Preston Road and approximately 400 feet south of John Campbell Trail, within the City Limits. (eVantage Senior Living – Specific Use Permit) (McAfee)

Background Information:
The request is for a Specific Use Permit (SUP) to allow "Senior Living - Independent Living" and "Senior Living - Assisted & Advanced Care" on approximately 16 acres, generally located west of Preston Road and approximately 400 feet south of John Campbell Trail. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Draft Ordinance
3. Location Map

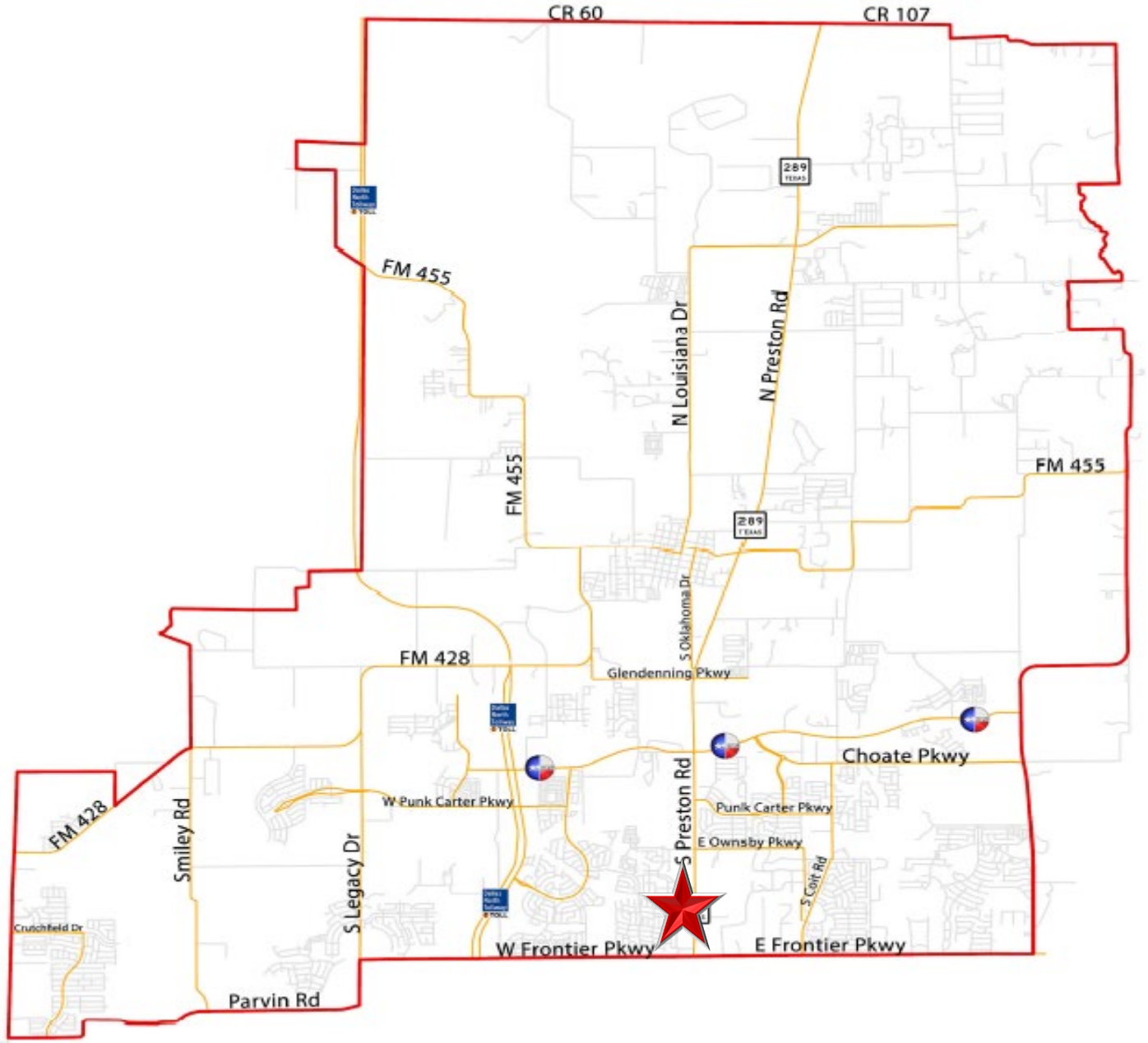
Financial Consideration:
N/A

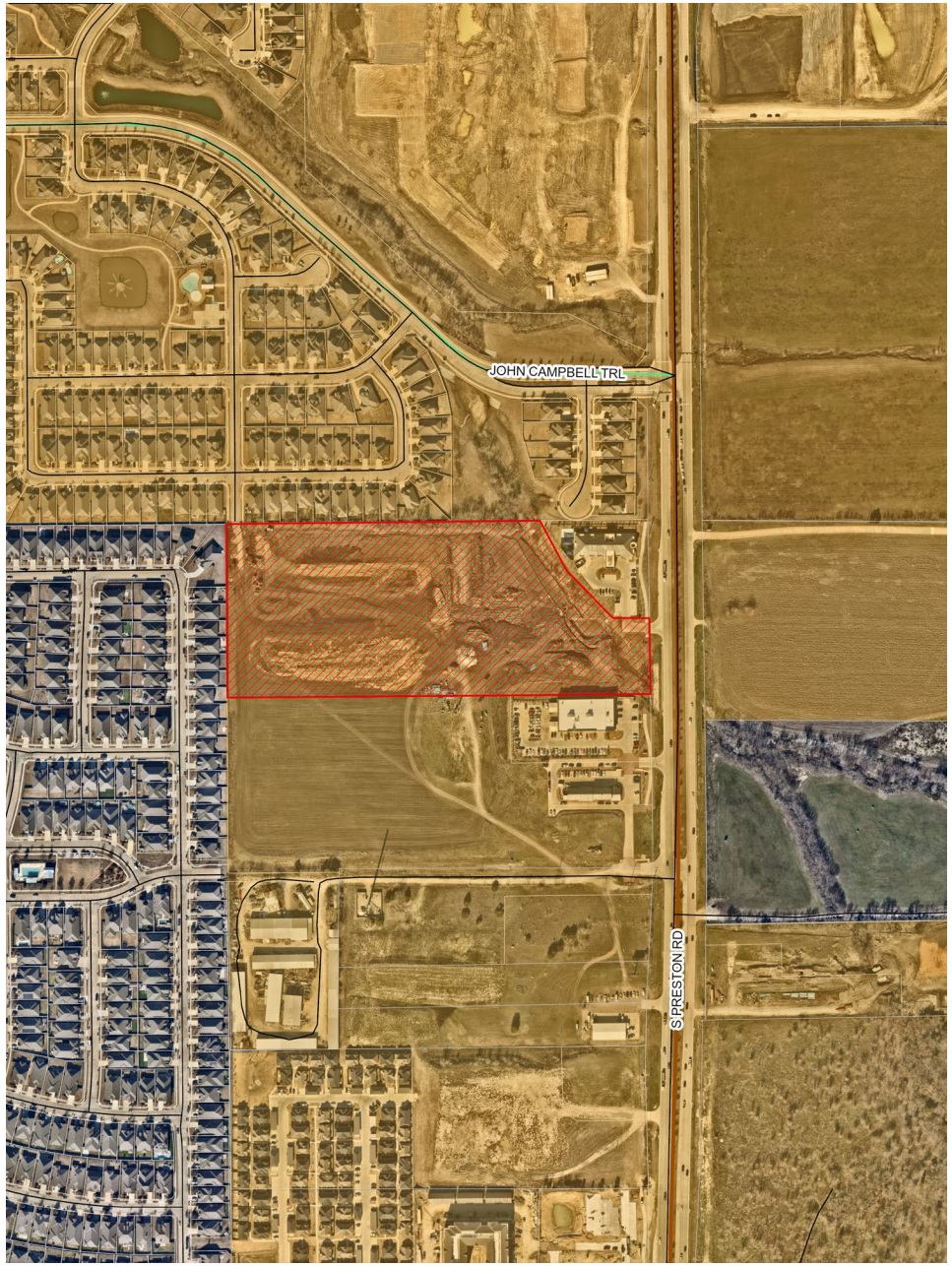
Staff Recommendation:
N/A

EVANTAGE SENIOR LIVING

Specific Use Permit

City Council
March 7, 2024


CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located west of Preston Road and approximately 400 feet south of John Campbell Trail, north of Caliber Collision

SUP OVERVIEW

- The Zoning Ordinance requires “Senior Living – Assisted & Advanced Care” and “Senior Living - Independent Living” uses to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the Commercial, Office, & Retail District (C) and Preston Road Overlay (PRO)
- An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

SENIOR HOUSING OVERVIEW

- Senior Housing is an umbrella term that might include each of the following individual components:
  - Age-restricted, Independent Living (IL) – Housing for adults over age 55, living in relative independence
  - Assisted Living (AL) – A private medical facility designed for older adults who need some assistance with daily living
  - Advanced Care (AC) – A private medical facility that provides advanced medical care
- Although each of the above 3 may be referenced as Senior Housing, each have different service-level impacts on public services

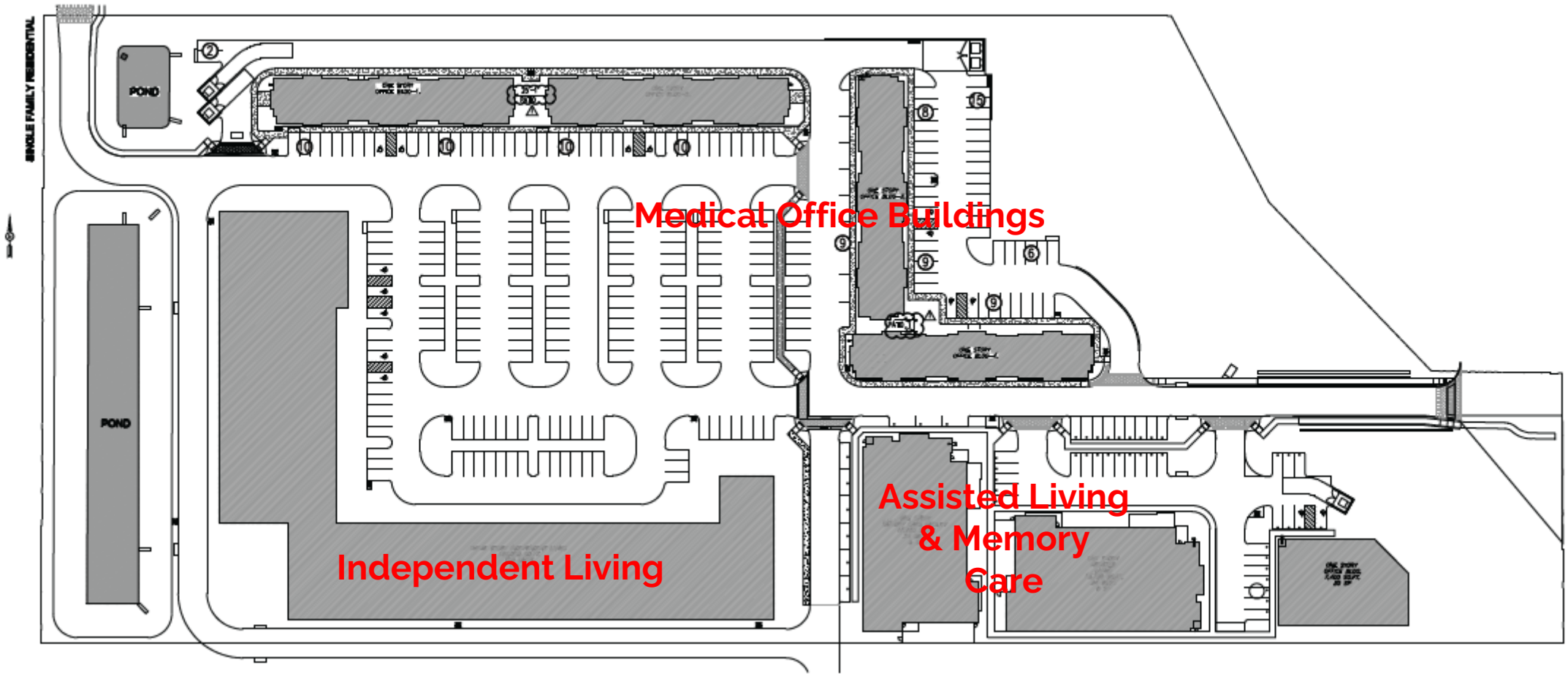
BACKGROUND

- The subject property is approximately 16 acres
- The property was annexed into City Limits and commercially zoned in 2005, and the applicant entered into a Development Agreement (DA) with the City in 2020
- The DA allowed the following land uses:
  - Assisted Living – 24 beds; 1-story
  - Memory Care – 24 beds; 1-story
  - Senior-Only Independent Living – 150 beds; 3-story

BACKGROUND

- The DA included a sunset clause that required building permits within 24 months; otherwise, the entitlement would expire
- Construction has commenced on Phase 1 (bridge) and Phase 2 (medical office buildings), both of which are allowed by right
- No building permits were obtained for the assisted living, memory care, or independent living facilities within the 24-month timeframe
- The applicant is requesting to reinstate the entitlement to develop the senior housing facilities

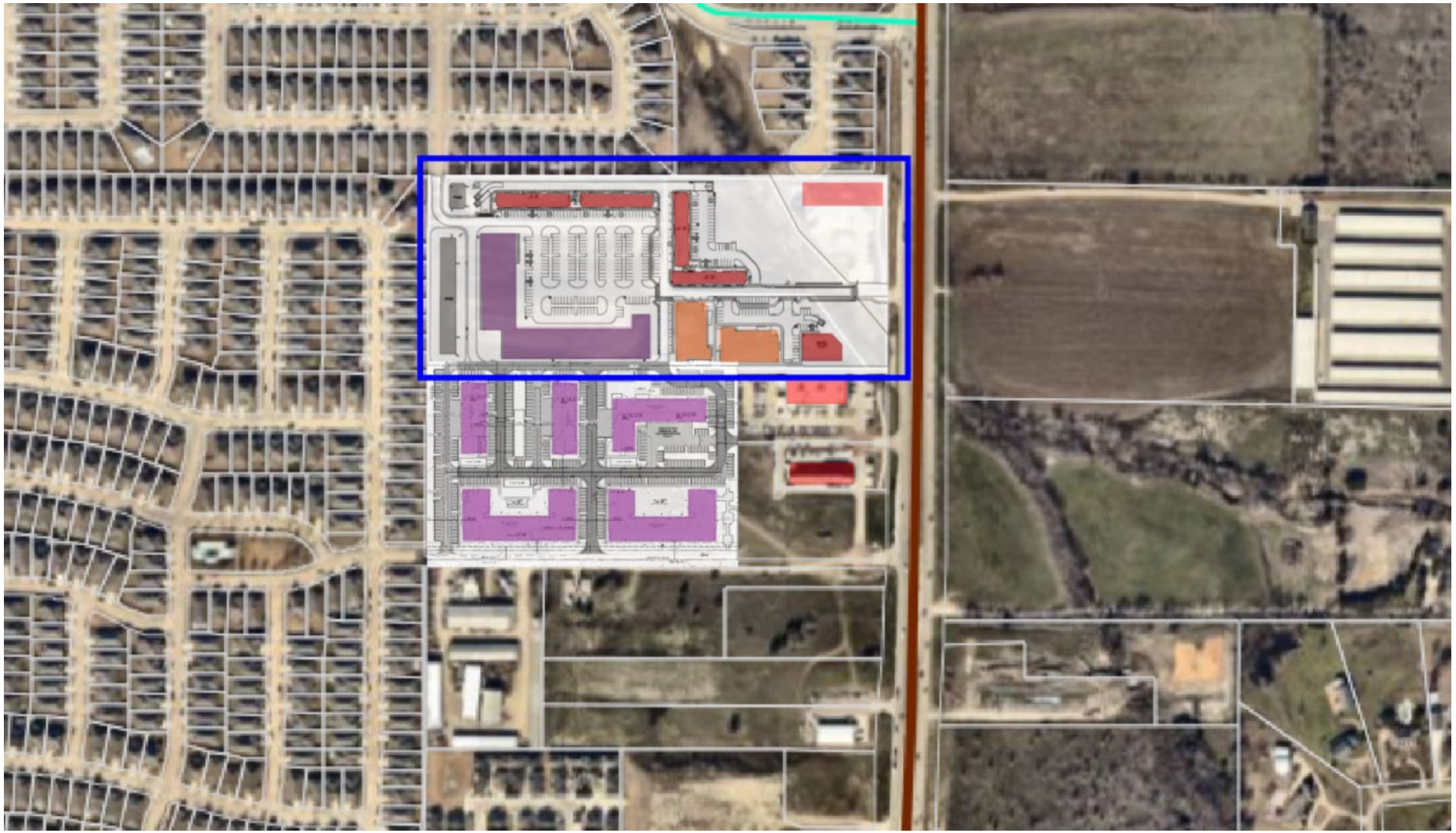
CONCEPT PLAN



CONCEPT ELEVATIONS (MOBs)

1 NORTH ELEVATION
A8-4 SCALE: 1/8" = 1'-0"

OVERALL EXHIBIT



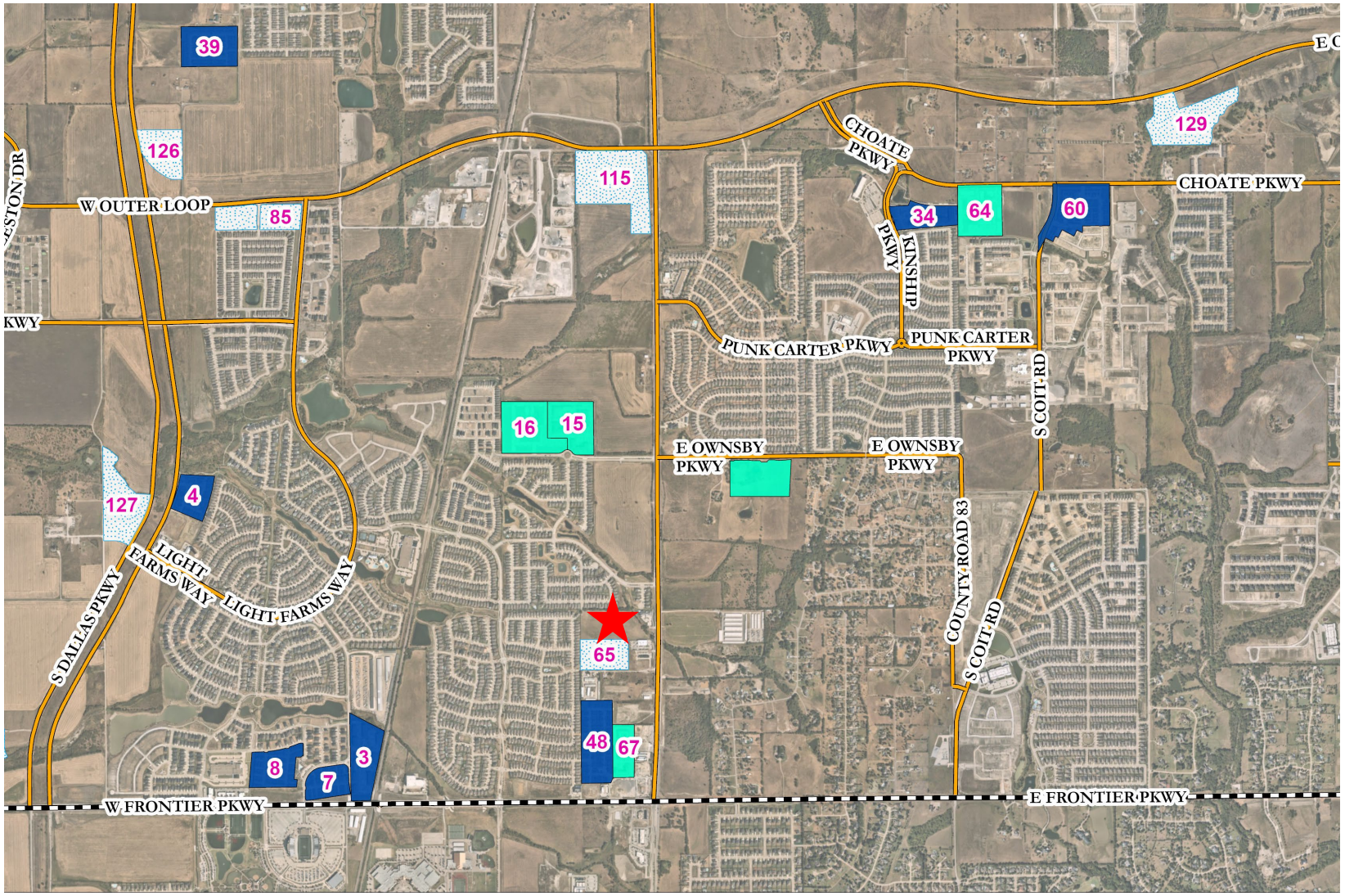
Legend

- Multi-Family
- Commercial
- Assisted Living

POLICY CONSIDERATIONS

- Medical offices are under construction on the site
- The site lacks buildable Preston frontage and, therefore, reasonable retail potential due to an existing creek (i.e., the senior living uses are interior to the property)
- There is another multi-family project being developed directly to the south
- Modern design standards, including screening from the adjacent residential neighborhoods, apply
- Celina lacks senior housing options

VICINITY PROJECTS



Legend

Ultimate Boundary

Major Roads

Status

Open

Construction

Design

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in March
- There was no public feedback at the public hearing

CITY OF CELINA, TEXAS
ORDINANCE 2024-____
eVANTAGE SENIOR LIVING SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 16 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF PRESTON ROAD AND APPROXIMATELY 400 FEET SOUTH OF JOHN CAMPBELL TRAIL, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) WITH THE PRESTON ROAD OVERLAY (PRO) AND A SPECIFIC USE PERMIT PROVIDING FOR SENIOR LIVING – INDEPENDENT LIVING AND SENIOR LIVING – ASSISTED & ADVANCED CARE USES; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, on October 13, 2020, the property owner entered into a Development Agreement with the City of Celina and obtained a Specific Use Permit to allow senior housing on the tract with a twenty-four (24) month sunset clause, which has since expired; and

WHEREAS, a Specific Use Permit for "Senior Living – Independent Living" and "Senior Living – Assisted & Advanced Care" uses has been requested for the property generally located west of Preston Road and approximately 400 feet south of John Campbell Trail, Celina, Texas; and

WHEREAS, the establishment of a Specific Use Permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested Specific Use Permit accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the Specific Use Permit should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use Permit is hereby granted to authorize "Senior Living – Independent Living" and "Senior Living - Assisted & Advanced Care" uses for the property generally located west of Preston Road and approximately 400 feet south of John Campbell Trail, Celina, Texas. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations, as amended.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning generally located west of Preston Road and approximately 400 feet south of John Campbell Trail, Celina, Texas, as Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO) and a Specific Use Permit for "Senior Living – Independent Living" and "Senior Living – Assisted & Advanced Care" uses.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property generally located west of Preston Road and approximately 400 feet south of John Campbell Trail, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina, as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 7th day of March, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Susie Quinn, Interim City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

EXHIBIT A
Legal Description

BEING a 15.211 acre tract of land situated in the Collin County School Land #14 Survey, Abstract Number 167, being that same tract of land described to Marianne S. Waggoner IRA & Larry S. Waggoner IRA #2 &J Altus Inc Profit Sharing Trust & Metroplex Properties LLC, recorded in Document Number 20160114000047420, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows: (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD 83) (US Foot) with a combined scale factor of 1.000152710);

COMMENCING at a 1/2 inch rebar found for the southeast corner of a tract of land described to John Feizy, recorded in Document Number 19930714000567270, Deed Records, Collin County, Texas, also lying on the west right of way line of State Highway 289 (Preston Road) (Variable Width Right of Way), also being the northeast corner of a tract of land described to Ray Hallford, recorded in Volume 2978, Page 32, Deed Records, Collin County, Texas and being the beginning of a curve to the left having a central angle of 00 degrees 16 minutes 17 seconds, a radius of 11459.20 feet, and a chord bearing North 01 degrees, 01 minutes 30 seconds West, 54.29 feet;

THENCE with the west right of way line of said State Highway 289, with an arc length of 54.29 feet to a point;

THENCE North 00 degrees 51 minutes 34 seconds West, continuing along the west line of State Highway 289, a distance of 468.80 feet to a 1/2 inch rebar set with a cap stamped "ASC" for the northeast corner of said Feizy tract, same being the southeast corner of the subject property, and also being THE POINT OF BEGINNING;

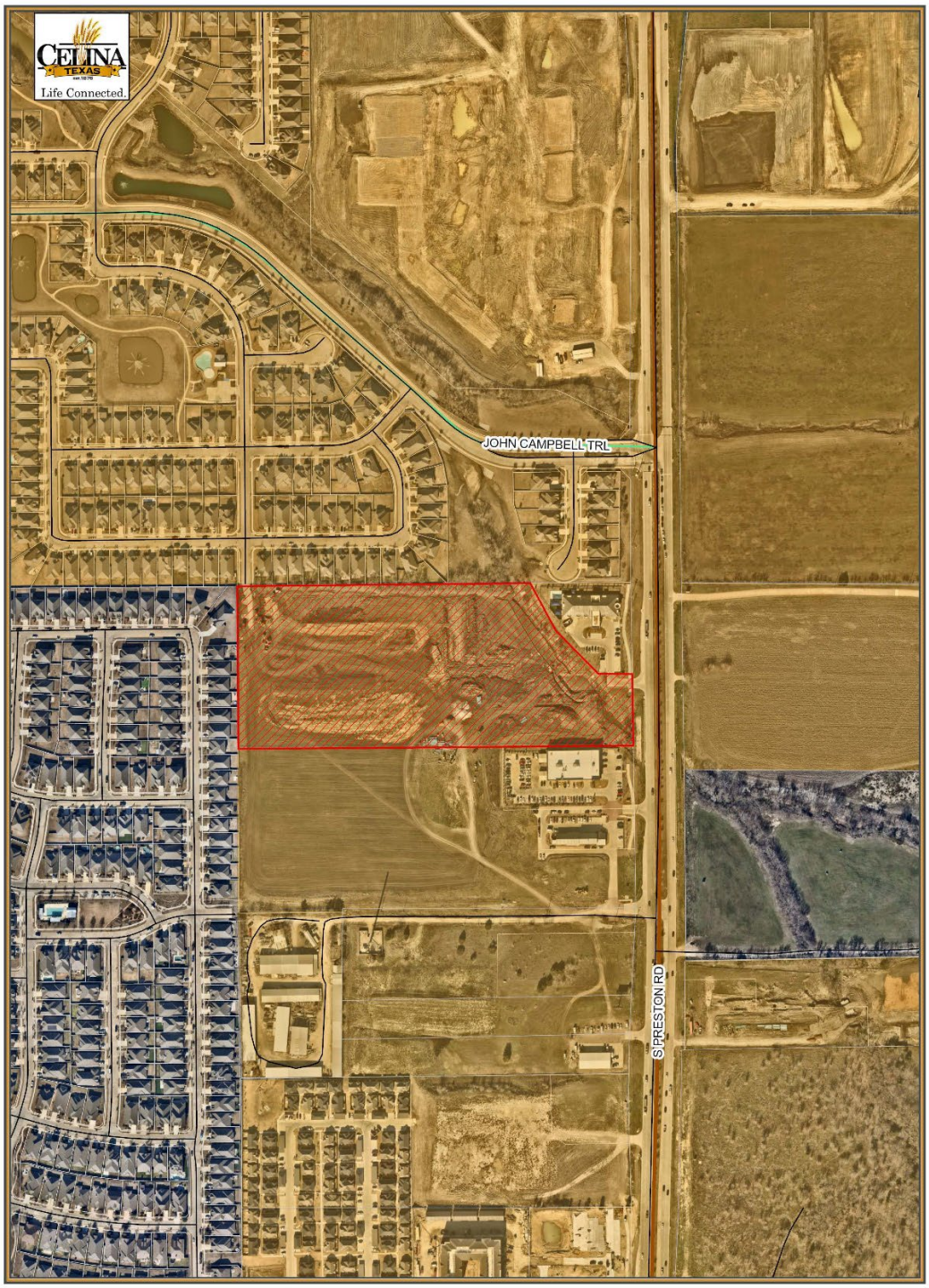
THENCE South 89 degrees 24 minutes 26 seconds West departing the west right of way line of State Highway 289, with the north line of said Feizy tract, a distance of 1268.85 feet to a point for the northwest corner of said Feizy tract, also being on the east line of a tract of land described to LFC Land Company, recorded in Document Number 20121113001449460, Deed Records, Collin County, Texas, from which a 1/2 inch rebar bears South 76 degrees 40 minutes 17 seconds East, a distance of 0.52 feet;

THENCE North 00 degrees 20 minutes 36 seconds West with the east line of said LFC Land Company tract, a distance of 523.04 feet to a 5/8 inch rebar found with a cap stamped "Peloton" for the north east corner of said LFC Land Company tract and also being the northwest corner of said subject tract and lying on the south line of The Homestead at Ownsby Farms, Phase 1, an addition to the City of Celina, recorded in Document Number 20180420010001740, Plat Records, Collin County, Texas;

THENCE North 89 degrees 24 minutes 04 seconds East with the south line of said Ownsby Farms Phase 1, a distance of 1264.45 feet to a point for the northeast corner of the subject property, also being the southeast corner of said Ownsby Farms Phase 1, and lying on the west right of way line of said State Highway 289;

THENCE South 00 degrees 49 minutes 31 seconds East with the west right of way line of said State Highway 289, a distance of 523.17 feet to THE POINT OF BEGINNING and containing 662,588 square feet or 15.211 acres of land, more or less.

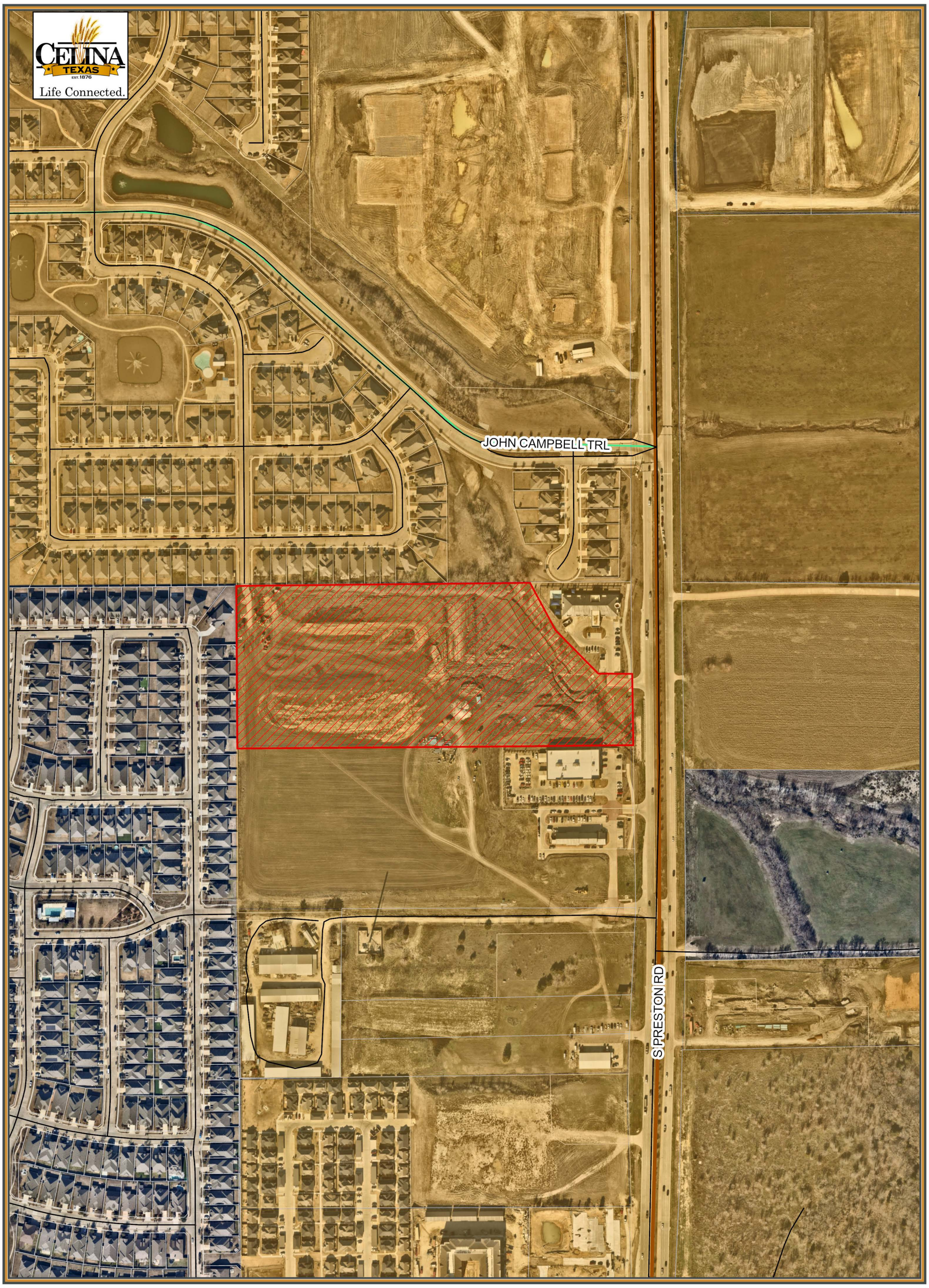
EXHIBIT B
Depiction of Property



Legend
- Subject Property
- City Limits
- Roads
- Parcels

eVantage Senior Living
Location Map
City of Celina
1/22/2024

N W E S
0 263 525 Feet



Legend

- Subject Property
- City Limits
- Roads
- Parcels

eVantage Senior Living
Location Map
City of Celina

1/22/2024

N
W E
S

0 263 525 Feet

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Karla Stovall
Date:	March 7, 2024
Re:	2024 Certificate of Obligation NOI/ RR

Action Requested:
Consider and act on all matters incident and related to (i) approving and authorizing publication of notice of intention to issue certificates of obligation and (ii) declaring the expectation to reimburse expenditures with proceeds of future debt, including the adoption of Resolutions pertaining to items (i) and (ii). (Stovall)

Background Information:
The agenda item requests approval of two resolutions to start the process for the City to issue certificate of obligation bonds in 2024. The first resolution will authorize the publication of a notice of intention to issue certificates of obligation by the City of Celina. The second resolution provides for the reimbursement of expenses with the proceeds of the future debt.

The total amount of bonds proposed to be issued is up to a maximum $142.5 million. The funds will be distributed between general government projects (125 mm) and water and wastewater projects (16 mm). The increase from project total is to guard against adverse market movement and to provide for the cost of issuance.

Staff presented proposed city infrastructure projects to be funded from the proposed 2024 bonds at the January and February City Council Meetings. City Council provided staff direction to proceed with the projects as proposed. The bond issuance will include funds for Emergency Services, Facilities, Information Technology, Parks, Streets and Water Wastewater Utilities.

Legal Review:
Legal Review provided by Bond Counsel

Supporting Documents:

1. Bond Issuance Presentation
2. Notice of Intent Resolution
3. Reimbursement Resolution

Financial Consideration:

Issuance of Governmental and Proprietary fund debt

Staff Recommendation:

Staff recommends approval

2024 Certificates of Obligation

Karla Stovall
March 7, 2024

ISSUANCE OF CERTIFICATES OF OBLIGATION

- City is proposing to issue certificates of obligation (CO's) to fund $141 million in projects
  - $125 million for general government projects
  - $16 million for water/wastewater projects

- The Capital Projects were identified to include Emergency Services, Facilities, Information Technology, Park, Roadway and Water Wastewater Utilities.

- Also asking for approval of a reimbursement resolution
  - Allows the City to spend money on projects <u>now</u> and reimburse funds once CO issue closes

ON THE HORIZON - EDC

- The Celina EDC is planning to issue sales tax revenue bonds to fund up to $8 million in project proceeds
  - Requires City Council ratification after EDC Board approval upon the sale.
  - No notice of Intent is required at this time.

TIMELINE

- **Thursday, March 7th** – Council considers approval of Notice of Intent to issue CO's and reimbursement resolution
- **Tuesday, March 19th and March 26th** – Publications of Notice of Intent in local paper
- **Week of April 22nd – April 26th** – Credit rating discussions with Moody's and Standard & Poor's
- **Tuesday, May 14th** – Pricing of the CO's* and EDC Sales Tax Revenue Bonds; final CO pricing subject to Council approval at the meeting later that night and final revenue bond pricing subject to EDC Board and Council approval that night
- **Thursday, June 13th** – Closing of the CO issue and receipt of funds by the City and EDC revenue bond issue and receipt of funds by the EDC

**pending market conditions*

CITY TEAM

- Hilltop Securities – Financial Advisor
  - Fiduciary responsibility to the City
  - Advises on all capital-related matters for the City and related PIDs
  - Structure overall finance plans
- Norton Rose Fulbright – Bond Counsel
  - Opines on legal matters related to bond issuances and development districts
  - Ensure City is in compliance with State law and Federal tax law
  - Interfaces with the Texas AG

PARAMETER ORDINANCE

- The target is to price the CO's on May 14th and present the final results to City Council that night
- Due to unfavorable market conditions in 2022, the City's 2022 CO's were postponed 1 month to a subsequent Council meeting
- A Parameter Ordinance will provide greater pricing flexibility if market conditions are unfavorable on May 14th
  - Rather than postponing until the next council meeting, the CO's will be placed into 'day to day' mode
  - If the CO's are not priced on May 14th, further discussions will be provided on the mechanics of the parameter ordinance at the Council meeting that night

RECENT DEBT ISSUANCE AND CREDIT PROFILE

- 3-year history
  - 2021 (January): Issued CO's to fund $32mm for general government projects, $30mm for water/wastewater projects
  - 2021 (July): Issued CO's to fund $33.5mm for general government projects
  - 2022: Issued CO's to fund $35mm for general government projects, $35mm for water/wastewater projects
  - 2023: Issued CO's to fund $48mm for general government, $40mm for water/wastewater and $10mm for CDC projects
- Credit ratings
  - S&P: "AA" – upgraded in 2018
  - Moody's: "Aa2" – upgraded in 2023

QUESTIONS?

RESOLUTION NO. 2024- R

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

WHEREAS, the City Council of the City of Celina, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended, for the purpose of paying contractual obligations to be incurred for: (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights- of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) designing, constructing, equipping and improving library facilities, (iv) constructing drainage improvements, including the acquisition of land and rights-of-way therefor, (v) acquiring, designing, constructing, equipping and improving public safety facilities for fire department facilities and emergency sirens, including the acquisition of land and rights-of-way, (vi) acquiring, installing and equipping public safety facilities for the police department, including telecommunication, wireless communication and information technology system equipment, (vii) acquiring, constructing, improving, remodeling, renovating and equipping park or recreation facilities, including the acquisition of land and rights- of-way therefor, (viii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (ix) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (x) improving, remodeling, renovating and equipping an existing parks administration building and
(xi) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City and on the City's website, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the Council proposes to pay the certificates; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: That the City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in one or more series in the principal amount not to exceed ONE HUNDRED FORTY-TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($142,500,000) for the purpose of paying contractual obligations to be incurred for(i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) designing, constructing, equipping and improving library facilities, (iv) constructing drainage improvements, including the acquisition of land and rights-of-way therefor, (v) acquiring, designing, constructing, equipping and improving public safety facilities for fire department facilities and emergency sirens, including the acquisition of land and rights-of-way, (vi) acquiring, installing and equipping public safety facilities for the police department, including telecommunication, wireless communication and information technology system equipment, (vii) acquiring, constructing, improving, remodeling, renovating and equipping park or recreation facilities, including the acquisition of land and rights-of-way therefor, (viii) constructing and improving streets, including drainage, landscaping, curbs, gutters,

sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (ix) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (x) improving, remodeling, renovating and equipping an existing parks administration building and
(xi) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: That the City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

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

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PASSED AND ADOPTED, this the 7th day of March 2024.

CITY OF CELINA, TEXAS

_____
Ryan Stubbs, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

(City Seal)

EXHIBIT A

CITY OF CELINA, TEXAS
NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Celina, Texas, shall convene at 5:00 p.m. on May 14, 2024, at the City Council chambers located at 112 N. Colorado Street, in the City of Celina, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in one or more series in an amount not to exceed ONE HUNDRED FORTY-TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($142,500,000) for the purpose of paying contractual obligations to be incurred for: (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) designing, constructing, equipping and improving library facilities, (iv) constructing drainage improvements, including the acquisition of land and rights-of-way therefor, (v) acquiring, designing, constructing, equipping and improving public safety facilities for fire department facilities and emergency sirens, including the acquisition of land and rights-of-way, (vi) acquiring, installing and equipping public safety facilities for the police department, including telecommunication, wireless communication and information technology system equipment, (vii) acquiring, constructing, improving, remodeling, renovating and equipping park or recreation facilities, including the acquisition of land and rights-of-way therefor, (viii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (ix) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (x) improving, remodeling, renovating and equipping an existing parks administration building and (xi) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined waterworks and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is $355,130,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is $518,204,087; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $249,524,863; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is September 1, 2049. The certificates are to be issued, and this notice is given, pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

City Secretary
City of Celina, Texas

RESOLUTION NO. 2024- R

A RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

WHEREAS, the City of Celina, Texas (the "City"), intends to issue debt for the purpose of paying contractual obligations to be incurred for: (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) designing, constructing, equipping and improving library facilities, (iv) constructing drainage improvements, including the acquisition of land and rights-of- way therefor, (v) acquiring, designing, constructing, equipping and improving public safety facilities for fire department facilities and emergency sirens, including the acquisition of land and rights-of-way,
(vi) acquiring, installing and equipping public safety facilities for the police department, including telecommunication, wireless communication and information technology system equipment, (vii) acquiring, constructing, improving, remodeling, renovating and equipping park or recreation facilities, including the acquisition of land and rights-of-way therefor, (viii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (ix) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (x) improving, remodeling, renovating and equipping an existing parks administration building and (xi) professional services rendered in connection therewith (collectively, the "Projects"); and

WHEREAS, the City further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: The City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of tax-exempt obligations hereafter to be incurred by the City, and this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $142,500,000.

SECTION 2: This Resolution shall be in force and effect from and after its passage on the date shown below.

The rest of the page is blank intentionally

PASSED AND ADOPTED, this the 7th day of March 2024.

CITY OF CELINA, TEXAS

ATTEST:

_____
Ryan Tubbs, Mayor

_____
Susie Quinn, Interim City Secretary

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Robin Bromiley
Date:	March 7, 2024
Re:	Fiscal Year 2023 Audit

Action Requested:
Consider and act on acceptance of the Fiscal Year 2023 Audit, the Annual Comprehensive Financial Report (ACFR), and presentation by FORVIS. (Bromiley)

Background Information:
Staff are providing for City Council consideration and acceptance of the completed annual fiscal year audit and the Annual Comprehensive Financial Report (ACFR). Fiscal Year 2022-2023 is from October 1, 2022 thru September 30, 2023.

FORVIS, formerly known as BKD, LTD, has been contracted by the City for auditing services in compliance with the City's charter and State law. The City's independent auditor, FORVIS, was selected via a Request for Proposals (RFP) process conducted in 2020, securing a five-year term for their services. The current year marks the fourth year of the City's five-year engagement with FORVIS.

FORVIS distinguishes itself by offering the benefits of a large firm's expertise while maintaining a personalized approach akin to that of a smaller firm. This is achieved through a lower partner-to-staff ratio compared to most top 10 firms, ensuring that the City receives the individual attention it deserves. They are recognized as one of the top ten accounting firms in the United States, holding the 8th position, and boasts a workforce of over 5,700 employees nationwide. This arrangement emphasizes the City's commitment to ensuring comprehensive and attentive auditing services in line with regulatory requirements and best practices in the field.

The City Council's Audit Committee met with the auditors and management staff on Wednesday, February 28, 2024, to discuss the audit reports and required auditor communications.

Legal Review:
N/A

Supporting Documents:
1. City of Celina, TX - FY2023 Audit Results - Presentation to City Council
2. 2023 City of Celina TX - Results of the 2023 Financial Statement Audit Report
3. 2023 City of Celina, TX - ACFR
4. 2023 City of Celina, TX - Single Audit Report

Financial Consideration:
Completion of Annual Financial requirement

Staff Recommendation:
Staff recommends acceptance of the Fiscal Year 2023 Audit and the Annual Comprehensive Financial Report (ACFR).

FORVIS™

City of Celina, Texas

FY2023 Audit Presentation to City Council

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Introductions

Rachel Ormsby, CPA

Partner & Market Industry Leader

Lead Audit Engagement Executive

Rachel.Ormsby@forvis.com

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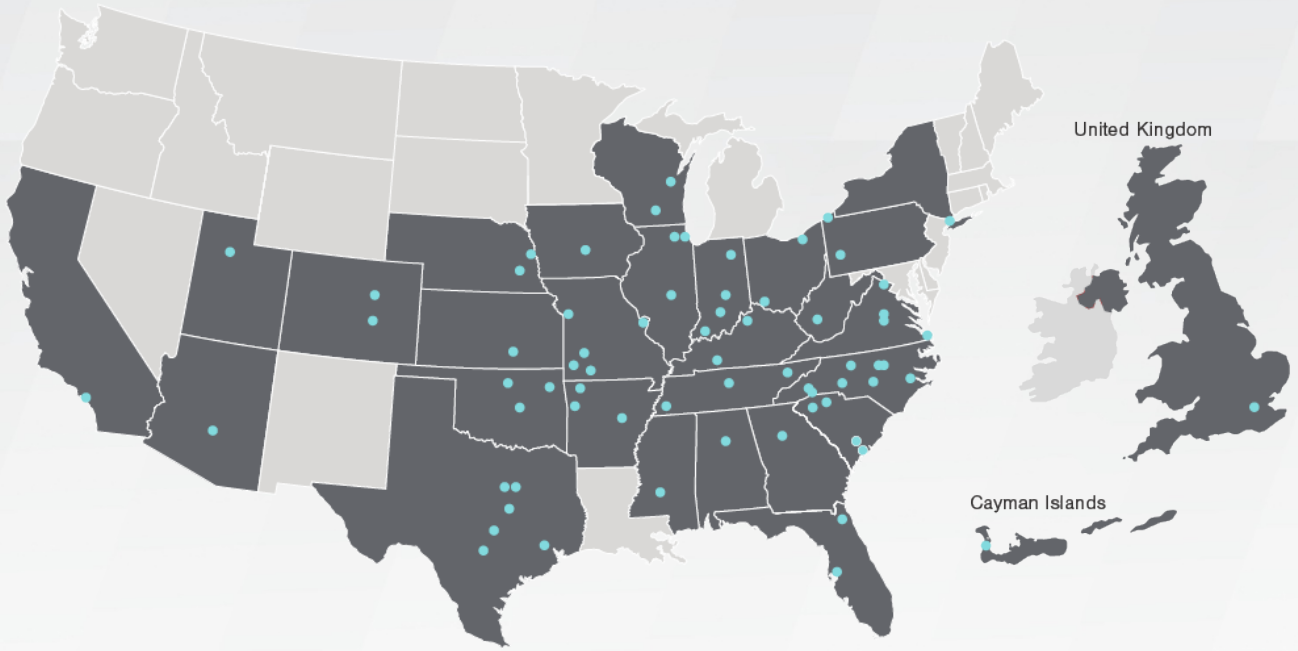
As a top 10 firm with true national coverage, we're exponentially stronger—for the benefit of our clients, our people, and the market of the future.



8th
Largest U.S. Firm*

530+
Partners & Principals

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States + U.K. & Cayman Islands**

10+
Industries

5,700+
Team Members

72
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Agenda

- Audit Scope and Results
- Future Pronouncements and Other Matters
- Financial Overview
- Questions

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Audit Scope and Results

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Audit Scope and Results

- Unmodified "Clean" Opinions
  - Independent Auditor's Report on Basic Financial Statements
  - Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* – Independent Auditor's Report
  - Report on Compliance for Each Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance – Independent Auditor's Report

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Audit Scope and Results (Continued)

- Qualitative Aspects of Significant Accounting Policies and Practices
  - Significant Accounting Policies
    - The City's significant accounting policies are described in *Note 1* of the audited financial statements.
  - Implementation of GASB 96, *Subscription-Based Information Technology Arrangements*
  - Alternative Accounting Treatments
    - No matters are reportable

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Audit Scope and Results (Continued)

- Qualitative Aspects of Significant Accounting Policies and Practices (continued)
  - Management Judgments and Accounting Estimates
    - Accounts receivable and related allowance for uncollectible amounts
    - Total other postemployment benefits (OPEB) liability and related deferred inflows and outflows of resources
    - Net pension liability and related deferred inflows and outflows of resources
    - Key estimates related to leases and subscription-based information technology arrangements – discount rate, term, and payments/receipts
  - Financial Statement Disclosures
    - Net pension liability
    - Total OPEB liability
    - Leases
    - Special assessment revenue bonds

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Audit Scope and Results (Continued)

- Audit Adjustments
  - Proposed audit adjustments recorded:
    - Net pension liability and related deferred outflows and inflows of resources (outsourced to FORVIS)
    - Total OPEB liability and related deferred outflows and inflows of resources (outsourced to FORVIS)
    - Adjustments to record leases and subscription-based information technology arrangements related to GASB 87 and 96 (outsourced to FORVIS)
    - Adjustments to record various reclassifications for reporting purposes – outsourced to FORVIS
    - Adjustments to convert from modified-accrual basis to full accrual basis for reporting purposes – outsourced to FORVIS
  - Proposed audit adjustments not recorded:
    - None

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Audit Scope and Results (Continued)

- Auditor's Judgments About the Quality of the City's Accounting Principles
  - Adoption of GASB Statement No. 96
- Significant Issues Discussed with Management During the Audit Process
  - Implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*

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Future Pronouncements and Other Matters

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Accounting Updates - GASB Statement No. 101, *Compensated Absences*

Summary	Potential Impact
• Updates the recognition and measurement guidance for compensated absences under a unified model. • Defines compensated absences and requires that liabilities be recognized in financial statements prepared using the economic resources measurement focus for leave that has not been used and leave that has been used but not yet paid or settled. • Liability for compensated absences should be accounted for and reported on a basis consistent with governmental fund accounting principles for financial statements prepared using the current financial resources measurement focus. • GASB 96 is effective for the City's 2025 fiscal year. Earlier application is encouraged.	• GASB 101 amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). • No longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences. • The changes adopted at transition to conform to the provisions of GASB 101, should be reported as a change in accounting principle in accordance with GASB 100, including the related display and disclosure requirements

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Accounting Updates - GASB Statement No. 102, *Certain Risk Disclosures*

- This statement requires governments to disclose information about certain concentrations or constraints that could affect services provided or the ability to meet obligations as they come due. The statement includes four nonauthoritative examples of concentrations and constraints, including a financial resource provider, collective bargaining, mandated spending, and an employer concentration.
- GASB 102 is effective for the City's fiscal year ended September 30, 2025.

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Other Matters

- Meeting the Increasing Challenges of Cybersecurity
  - Cybersecurity Risk Assessment
    - Identifies possible threats to organizations and can help determine how well the organization can prevent, detect and respond to cyber-attacks
    - Addresses cybersecurity risk in the context of business risk and uses generally accepted frameworks
  - State of Texas Cybersecurity Awareness Training – annual basis – must be completed by August 31st each year

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Questions?

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FORVIS has been registered in the U.S. Patent and Trademark Office, which registration is pending.

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Assurance / Tax / Advisory

Thank you!

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Assurance / Tax / Advisory

FORVIS Report to Honorable Mayor, Members of City Council, and Management

City of Celina, Texas

Results of the 2023 Financial Statement Audit, Including Required Communications

For the Year Ended September 30, 2023

Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	This report covers audit results related to your financial statements and supplementary information: • As of and for the year ended September 30, 2023 • Conducted in accordance with our contract dated July 14, 2023
Audit Results	The City received unmodified (clean) opinions for the financial statements as a whole for the year ended September 30, 2023.
Our Responsibilities	FORVIS is responsible for forming and expressing opinions about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).
Audit Scope & Inherent Limitations to *Reasonable Assurance*	An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAGAS) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion unit being audited and did not include a detailed audit of all transactions.
Extent of Our Communication	In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.

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Matter	Discussion
Independence	The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.
Your Responsibilities	Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.
Distribution Restriction	This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties: • Honorable Mayor, Members of City Council, and Management • Others within the City

Government Auditing Standards

Matter	Discussion
Additional GAGAS Reporting	We also provided reports as of September 30, 2023, on the following as required by GAGAS: • Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS
Reporting Limitations	Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance, and accordingly, we do not express such an opinion.

Uniform Guidance - Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	We also provided reports as of September 30, 2023, on the following as required by U.S. Office of Management and Budget (OMB) Uniform Guidance: • Opinion on compliance for each major federal award program • Report on internal control over compliance • Schedule of Expenditures of Federal Awards
Audit Scope & Inherent Limitations to *Reasonable Assurance*	A compliance audit performed in accordance with OMB Uniform Guidance is designed to obtain reasonable, rather than absolute, assurance about whether noncompliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on a major federal award program occurred.

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Other Information Accompanying the Audited Financial Statements

The audited financial statements are presented along with management's annual comprehensive financial report. Management is responsible for preparing the annual comprehensive financial report.

We were not engaged to audit the introductory and statistical sections contained in the annual comprehensive financial report, and as a result, our opinions do not provide assurance as to the completeness and accuracy of the introductory and statistical information contained therein.

As part of our procedures, we read the entire report to determine if financial information discussed in sections outside the financial statements materially contradicts the audited financial statements. If we identify any such matters, we bring them to management's attention and review subsequent revisions.

Auditor Objectives Related to Other Information

Our objectives related to the other information accompanying the audited financial statements were to:

- Consider whether a material inconsistency exists between the other information and the financial statements
- Remain alert for indications that:
  - A material inconsistency exists between the other information and the auditor's knowledge obtained in the audit, or
  - A material misstatement of fact exists, or the other information is otherwise misleading
- Respond appropriately when we identify that such material inconsistencies appear to exist or when we otherwise become aware that other information appears to be materially misstated. Potential responsive actions would include requesting management to correct the identified inconsistency
- Include the appropriate communication in our auditor's report, disclosing the procedures performed on the Other Information, as well as the results obtained
  - No material inconsistencies were noted in our review of the Other Information

Qualitative Aspects of Significant Accounting Policies & Practices

Significant Accounting Policies

Significant accounting policies are described in *Note 1* of the audited financial statements.

With respect to new accounting standards adopted during the year, we call to your attention the following topic detailed in the following pages:

- GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*

Unusual Policies or Methods

No matters are reportable.

Alternative Accounting Treatments

No matters are reportable.

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Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Allowance for doubtful accounts receivable
- Net pension liability and related deferred outflows/inflows of resources
- Total other postemployment benefit (OPEB) liability and related deferred outflows/inflows of resources
- Key estimates related to leases and subscription-based information technology arrangements – discount rate, term, and payments/receipts

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Net pension liability
- Total OPEB liability
- Leases
- Special assessment revenue bonds

Our Judgment About the Quality of the City's Accounting Principles

During the course of the audit, we made the following observations regarding the City's application of accounting principles:

- Adoption of GASB Statement No. 96

Significant Accounting Policies & Alternative Treatments – Details

GASB Statement No. 96

Effective October 1, 2022, the City adopted GASB Statement No. 96.

GASB Statement No. 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). GASB 96: 1) defines a SBITA; 2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; 3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and 4) requires note disclosures regarding a SBITA. The adoption of GASB 96 required recognition of SBITA right to use assets and related SBITA liabilities along with enhanced disclosures within the footnotes of the financial statements.

Adoption of GASB Statement No. 96 required significant time to identify a complete list of contracts for consideration of adoption and measure the SBITA right to use assets and related liabilities under GASB Statement No. 96 for recognition.

Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

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Proposed & Recorded Adjustments

Auditor-proposed and management-recorded entries include the following:

- Net pension liability and related deferred outflows and inflows of resources - outsourced to FORVIS
- Other post-employment benefit liability and related deferred outflows and inflows of resources - outsourced to FORVIS
- Adjustments to recorded leases and subscription-based information technology arrangements related to GASB 87 and 96 - outsourced to FORVIS
- Adjustments to record various reclassifications for reporting purposes - outsourced to FORVIS
- Adjustments to convert modified-accrual basis statements to full accrual statements - outsourced to FORVIS

Uncorrected Misstatements

No matters are reportable.

Other Required Communications

Significant Issues Discussed with Management

During the Audit Process

During the audit process, the following was discussed with management:

- Implementation of GASB Statement No. 96

Other Material Communication

Listed below is a material communication between management and us related to the audit:

- Management representation letter (*see Attachment A*)

Other Matters

We observed the following matters and offer these comments. We can discuss these matters further at your convenience and may provide implementation assistance for changes or improvements.

New Accounting Pronouncements

GASB Statement No. 101, *Compensated Absences*: This statement updates the recognition and measurement guidance for compensated absences under a unified model. It defines compensated absences and requires that liabilities be recognized in financial statements prepared using the economic resources measurement focus for leave that has not been used and leave that has been used but not yet paid or settled. A liability for compensated absences should be accounted for and reported on a basis consistent with governmental fund accounting principles for financial statements prepared using the current financial resources measurement focus. This statement amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). In addition, governments are no longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences. GASB 101 is effective for the City's fiscal year ended September 30, 2025.

GASB Statement No. 102, *Certain Risk Disclosures*: This statement requires governments to disclose information about certain concentrations or constraints that could affect services provided or the ability to meet obligations as they come due. The statement includes four nonauthoritative examples of concentrations and constraints, including a financial resource provider, collective bargaining, mandated spending, and an employer concentration. GASB 102 is effective for the City's fiscal year ended September 30, 2025.

FORVIS

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Attachment A

Management Representation Letter

FORVIS is a trademark of FORVIS, LLP, registered with the U.S. Patent and Trademark Office.

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Representation of:
City of Celina, TX
142 North Ohio Street
Celina, TX 75009

Provided to:
FORVIS, LLP
Certified Public Accountants
14241 Dallas Parkway, Suite 1100
Dallas, TX 75254

The undersigned ("We") are providing this letter in connection with FORVIS' audit of our financial statements as of and for the year ended September 30, 2023.

We are also providing this letter in connection with:

- Your audit of our compliance with requirements applicable to each of our major federal awards programs as of and for the year ended September 30, 2023.

Our representations are current and effective as of the date of FORVIS' report: February 28, 2024.

Our engagement with FORVIS is based on our contract for services dated: July 14, 2023.

Our Responsibility & Consideration of Material Matters

We confirm that we are responsible for the fair presentation of the financial statements subject to FORVIS' report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

Confirmation of Matters Specific to the Subject Matter of FORVIS' Report

We confirm, to the best of our knowledge and belief, the following:

Broad Matters

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.

2. We acknowledge our responsibility for the design, implementation, and maintenance of:

    a. Internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

    b. Internal control to prevent and detect fraud.

3. We have provided you with:

    a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.

    b. Additional information that you have requested from us for the purpose of the audit.

    c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

    d. All minutes of the City Council meetings held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the City Council, if applicable, and maintained as part of our records.

    e. All significant contracts and grants.

4. We have responded fully and truthfully to all your inquiries.

Government Auditing Standards

5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.

6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.

7. We have identified and disclosed to you any violations or possible violations of laws, regulations, including those pertaining to adopting, approving, and amending budgets, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.

8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.

9. We have a process to track the status of audit findings and recommendations.

10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to

address any significant findings and recommendations made in such audits, attestation engagements, or other studies.

Federal Awards Programs (Uniform Guidance)

11. We have identified in the schedule of expenditures of federal awards all assistance provided (either directly or passed through other entities) by federal agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, commodities, insurance, direct appropriations, or in any other form.

12. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

13. We have reconciled the schedule of expenditures of federal awards (SEFA) to the financial statements.

14. Federal awards-related revenues and expenditures are fairly presented, both in form and content, in accordance with the applicable criteria in the entity's financial statements.

15. We have evaluated all recipient organizations that received federal funding and represent we have no subrecipients for the year ended September 30, 2023.

16. We have identified the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* regarding activities allowed or unallowed; allowable costs/cost principles; cash management; eligibility; equipment and real property management; matching, level of effort, earmarking; period of performance of federal funds; procurement and suspension and debarment; program income; reporting; subrecipient monitoring; and special tests and provisions that are applicable to each of our federal awards programs. We have identified to you our interpretation of any applicable compliance requirements subject to varying interpretations.

17. We are responsible for complying, and have complied, with the requirements of Uniform Guidance.

18. We are responsible to understand and comply with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal awards programs and have disclosed to you any and all instances of noncompliance with those requirements occurring during the period of your audit or subsequent thereto to the date of this letter of which we are aware. Except for any instances of noncompliance we have disclosed to you, we believe the entity has complied with all applicable compliance requirements.

19. We are responsible for the design, implementation, and maintenance of internal controls over compliance that provide reasonable assurance we have administered each of our federal awards programs in compliance with federal statutes, regulations, and the terms and conditions of the federal awards.

20. We have made available to you all federal awards (including amendments, if any) and any other correspondence or documentation relevant to each of our federal awards programs and to our compliance with applicable requirements of those programs.

21. The information presented in federal awards program financial reports and claims for advances and reimbursements is supported by the books and records from which our financial statements have been prepared.

22. The costs charged to federal awards are in accordance with applicable cost principles.

23. The reports provided to you related to federal awards programs are true copies of reports submitted or electronically transmitted to the federal awarding agency, the applicable payment system, or pass-through entity in the case of a subrecipient.

24. Amounts claimed or used for matching, if any, were determined in accordance with Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) regarding cost principles.

25. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the applicable compliance requirements for each of our federal awards programs, including any communications received from the end of the period of your audit through the date of this letter.

26. We have identified to you any previous compliance audits, attestation engagements, and internal or external monitoring related to the objectives of your compliance audit, including findings received and corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other monitoring.

27. The reporting package does not contain any protected personally identifiable information.

28. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance subsequent to the period covered by the auditor's report.

Misappropriation, Misstatements, & Fraud

29. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:

    a. Misappropriation of assets.

    b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position/fund balance.

30. We have no knowledge of fraud or suspected fraud affecting the entity involving:

    a. Management or employees who have significant roles in internal control over financial reporting, or

    b. Others when the fraud could have a material effect on the financial statements.

31. We understand that the term "fraud" includes misstatements arising from fraudulent financial reporting and misstatements arising from misappropriation of assets. Misstatements arising from fraudulent financial reporting are intentional misstatements, or omissions of amounts or disclosures in financial statements to deceive financial statement users. Misstatements arising from misappropriation of assets involve the theft of an entity's assets where the effect of the theft causes the financial statements not to be presented in conformity with accounting principles generally accepted in the United States of America.

32. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, customers, regulators, citizens, suppliers, or others.

33. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

Ongoing Operations

We acknowledge that you have no responsibility for future changes caused by the current economic environment and the resulting impact on the entity's financial statements. Further, management and governance are solely responsible for all aspects of managing the entity, including questioning the quality and valuation of investments and other assets; reviewing allowances for uncollectible amounts; evaluating capital needs and liquidity plans; etc.

Related Parties

34. We have disclosed to you the identity of all of the entity's related parties and all the related-party relationships of which we are aware.

    In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

    Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.

35. We understand that the term related party refers to:

    - Affiliates
    - City Council members and members of their immediate families
    - Management and members of their immediate families
    - Any other party with which the entity may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

    Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

    The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the entity.

Litigation, Laws, Rulings, & Regulations

36. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.

37. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or

allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.

38. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.

39. We have no reason to believe the entity owes any penalties or payments under the Employer Shared Responsibility Provisions of the *Patient Protection and Affordable Care Act* nor have we received any correspondence from the IRS or other agencies indicating such payments may be due.

40. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

Nonattest Services

41. You have provided nonattest services, including the following, during the period of this engagement:

    - Preparing a draft of the financial statements and related notes and supplementary information
    - Preparing entries to convert from modified accrual to full-accrual basis statements
    - Preparing entries related to GASB Statements No. 68, 75, 87, and 96 and certain outsourced journal entries after the initial trial balances were received
    - Preparing a draft of the schedule of expenditures of federal awards and related notes
    - Completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse

42. With respect to these services:

    a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.

    b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.

    c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.

    d. We have evaluated the adequacy of the services performed and any findings that resulted.

    e. Established and maintained internal controls, including monitoring ongoing activities.

    f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

Financial Statements & Reports

43. We have reviewed and approved a draft of the financial statements and related notes referred to above, which you prepared in connection with your audit of our financial statements. We acknowledge that we are responsible for the fair presentation of the financial statements and related notes.

44. With regard to supplementary information:

    a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with the applicable criteria.

    b. We believe the supplementary information is fairly presented, both in form and content, in accordance with the applicable criteria.

    c. The methods of measurement and presentation of the supplementary information are unchanged from those used in the prior period and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

    d. We believe the significant assumptions or interpretations underlying the measurement and/or presentation of the supplementary information are reasonable and appropriate.

    e. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to intended users of the supplementary information no later than the date such information and the related auditor's report are issued.

45. With regard to other information that is presented in the form of our annual comprehensive financial report:

    a. We confirm that the annual comprehensive financial report (ACFR) comprises the annual report for the City.

    b. We have reviewed and approved the final draft of the ACFR.

Transactions, Records, & Adjustments

46. All transactions have been recorded in the accounting records and are reflected in the financial statements.

47. The entity has appropriately reconciled its general ledger accounts to their related supporting information. All related reconciling items considered to be material were identified and included on the reconciliations and were appropriately adjusted in the financial statements.

48. We have everything we need to keep our books and records.

49. We have disclosed any significant unusual transactions the entity has entered into during the period, including the nature, terms, and business purpose of those transactions.

50. We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the entity's accounts.

Governmental Accounting & Disclosure Matters

51. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

52. With regard to deposit and investment activities:

    a. All deposit and investment transactions have been made in accordance with legal and contractual requirements.

    b. Investments are properly valued.

    c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.

    d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.

53. The financial statements include all component units and properly disclose all other related organizations.

54. We have identified and evaluated all potential fiduciary activities and have determined there are no fiduciary activities required to be reported by GASB Statement No. 84, *Fiduciary Activities*, as amended.

55. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.

56. Capital, leased and subscription assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.

57. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance is available and have determined that net position is properly recognized under the policy.

58. The entity has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant default or termination events with finance-related consequences, and significant subjective acceleration clauses in accordance with GASB Statement No. 88.

59. We represent the City has no direct or contingent liability or moral obligation for the payment of the special assessment revenue bonds issued in relation to the City of Celina Public Improvement Districts and therefore, the bond principal outstanding for these issuances is not recorded as a long-term debt of the City at year-end.

60. We have identified and evaluated all potential tax abatements, and we believe there are no material tax abatements to be disclosed in the notes to the financial statements.

61. The entity's ability to continue as a going concern was evaluated and that appropriate disclosures are made in the financial statements as necessary under GASB requirements.

62. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis, pension, and other postemployment benefit information, has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.

63. With regard to pension and other postretirement benefits (OPEB):

    a. We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.

    b. We have provided you with the entity's most current pension and OPEB plan instrument for the audit period, including all plan amendments.

    c. The participant data provided to you related to pension and OPEB plans are true copies of the data submitted or electronically transmitted to the plan's actuary.

    d. The participant data that we provided the plan's actuary for the purposes of determining the actuarial present value of accumulated plan benefits and other actuarially determined amounts in the financial statements were complete.

General Government Matters

64. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.

65. All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, as amended*, and No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus—an amendment of GASB Statements No. 21 and No. 34*, for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

66. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

67. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.

68. We have appropriately disclosed that the entity is following either its established accounting policy regarding which governmental fund resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes and have determined that fund balance is properly recognized under the policy.

69. We have exercised due care in the preparation of the introductory and statistical sections included in our annual comprehensive financial report (ACFR) and are not aware of any information

contained therein that is inconsistent with the information contained in our basic financial statements.

Accounting & Disclosure

70. All transactions entered into by the entity are final. We are not aware of any unrecorded transactions, side agreements, or other arrangements (either written or oral) that are in place.

71. Except as reflected in the financial statements, there are no:

    a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position/fund balance.

    b. Material transactions omitted or improperly recorded in the financial records.

    c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.

    d. Events occurring subsequent to the balance sheet/statement of net position date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.

    e. Agreements to purchase assets previously sold.

    f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.

    g. Guarantees, whether written or oral, under which the entity is contingently liable.

    h. Known or anticipated asset retirement obligations.

72. Except as disclosed in the financial statements, the entity has:

    a. Satisfactory title to all recorded assets, and those assets are not subject to any liens, pledges, or other encumbrances.

    b. Complied with all aspects of contractual and grant agreements, for which noncompliance would materially affect the financial statements.

73. We agree with the findings of specialists in evaluating the net pension and total OPEB liabilities and have adequately considered the qualification of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.

Revenue and Accounts Receivable

74. Adequate provisions and allowances have been accrued for any material losses from:

    a. Uncollectible receivables.

b. Sales/service commitments, including those unable to be fulfilled.

c. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

Estimates

75. We have identified all accounting estimates that could be material to the financial statements, and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.

76. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that "near term" means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer to volumes of business, revenues, available sources of supply, or investments and deposits, existing at the date of the financial statements that would make the entity vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

Tax-Exempt Bonds

77. Tax-exempt bonds issued have retained their tax-exempt status.

78. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.

New Accounting Standards

GASB Statement 96, *Subscription-Based Information Technology Arrangements*

79. In connection with the adoption of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (GASB 96), we represent the following:

a. We have identified a complete population of potential subscription-based information technology arrangements (SBITAs) as of the implementation date.

b. We have reviewed all significant contracts to identify subscription and nonsubscription components as of the earliest date of adoption. Allocation of costs between subscription and nonsubscription components are based upon standalone prices or other reasonable factors.

c. Measurements of the subscription assets and liabilities are based upon facts and circumstances that existed at the beginning of the period of implementation.

d. The estimates related to any options to extend or terminate the SBITA terms within the measurement of subscription liability and an intangible right to use IT subscription asset agrees to management's plans for the SBITA.

e. The discount rates for each SBITA are based upon what would be obtained by the entity for similar payment amounts during the subscription term as an incremental rate.

f. We have adequate controls in place to prevent and/or detect errors in subscription assets and liabilities on a recurring basis.

g. The footnotes to the financial statements appropriately describe the adoption of GASB 96 and include all additional disclosures required under the GASB 96.

Robert Ranc

Robert Ranc, City Manager

Robin Bromiley

Robin Bromiley, Director of Finance

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Celina, Texas

FISCAL YEAR
Ending September 30, 2023

CELINA
TEXAS
EST. 1876

Life Connected.

City of Celina, Texas
Annual Comprehensive Financial Report

Life Connected.

Fiscal Year Ended September 30, 2023

ELECTED OFFICIALS:

Ryan Tubbs, Mayor

Jay Pierce, Mayor Pro-Tem, Place #2

Wendie Wigginton, Deputy Mayor Pro-Tem, Place #4

Philip Ferguson, Place #1

Andy Hopkins, Place #3

Mindy Koehne, Place #5

Brandon Grumbles, Place #6

CITY MANAGER OFFICE:

Robert Ranc, City Manager

Karla Stovall, Assistant City Manager

Kimberly Brawner, Assistant City Manager

PREPARED BY:

Robin Bromiley – Director of Finance

Brad Kearney – Assistant Director of Finance

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City of Celina, Texas

Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2023
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City of Celina, Texas

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City of Celina, Texas

Annual Comprehensive Financial Report

Fiscal Year Ended September 30, 2023

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Introductory Section

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February 28, 2024

To the Honorable Mayor and City Council, City Manager, and Residents of Celina, Texas:

The City's management staff is pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the City of Celina ("City") for the fiscal year ending September 30, 2023.

The purpose of this report is to provide the council, management, staff, the public, and other interested parties with detailed information regarding the City's financial condition. State Law requires that every general-purpose local government publish a complete set of audited financial statements within six months of the close of the fiscal year. This report is hereby submitted as mandated by both local ordinance and state statutes for the fiscal year ended September 30, 2023.

This report consists of management's representations concerning the finances of the city. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the City's various funds. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The City is required to obtain an annual audit of the City's financial records and financial activities. FORVIS, LLP, a licensed, independent certified public accountants' firm, has audited the City's financial statements. The independent audit's goal is to provide reasonable assurance that the City's financial statements for the fiscal year ended September 30, 2023, are free of any material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering unmodified ("clean") opinions that the City's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with Generally Accepted Accounting Principles ("GAAP"). The independent auditor's report is presented as the first component of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal, and the two should be read in conjunction with each other.

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OUR HISTORY

In the northwest corner of Collin County, Celina was not established until 1876, but settlers came into the area at a much earlier date. These settlers lived the lives of typical pioneers building their homes from logs or hauling lumber from Jefferson. They traveled by foot, horseback, or in wagons, making their clothes at home and raising what they had to eat. These early families mainly came from Tennessee and Kentucky.

In October 1879, a little settlement began to form a few miles southwest of the present-day Celina. John T. Mulkey, Celina's first Postmaster, renamed the City after Celina, Tennessee. The Methodist church was built in 1880 and also doubled as the school for a while. By 1885, a general store, mill, and drug store opened in "Old Celina". When the railroad came through the City in 1902, residents made an effort to move the City's actual main street eastward toward the tracks. The result is where the City square stands today. Celina has always been a Small City with a big vision!

CURRENT DAY

Celina has grown from a farming community near the Grayson County border to the most desired and valuable place to live, work and raise a family. The City has experienced unprecedented growth, with the population growing 137% in the last five years. As of September 30, 2023, the estimated current population was 35,028 representing the city limits and not the service limits. This pace makes Celina one of the fastest-growing cities in the Dallas-Fort Worth Metroplex. Situated in high-growth Collin County and nestled between the major arteries of Preston Road to the east and the future Dallas North Tollway to the west, Celina's maximum projected buildout population is approximately 380,000. Celina is positioned geographically, demographically, and economically to quickly become a big player in the North Texas metropolitan community. Celina's median household income is $139,813 with an average home value of $552,081. Residents are only minutes away from Frisco's "$5 Billion Mile," major hospitals, and the top-ranked Prosper and Celina school districts.

COMMUNITY

Celina celebrates its authentic culture. The signature event, CajunFest, as well as several other family-oriented events including Friday Night Farmer's Markets, Movies on the Square, Splash and Blast 4th of July Celebration, Beware! Of the Square and Christmas on the Square, promote Celina's community identity. For the adults, several local wineries promote an interest in culture and good wine.

PROFILE OF THE GOVERNMENT

The City of Celina is a home-rule municipality and operates on a Council-Manager form of government. The governing body includes the Mayor and six City Council members, all serving three-year terms. City Council adopts all ordinances (laws) and resolutions and determines the overall direction of the City.

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The City Manager is the chief executive officer of the City and is responsible for the enforcement of laws and ordinances, provision of City services, organization of City departments, and hiring City employees.

The City of Celina provides a full range of services supported through the City's property tax on both real and personal properties located within its boundaries and the ability to extend its boundaries by annexation when deemed appropriate by the City Council, as well as sales tax and charges for service. These services include fire, police, ambulance, emergency services, the public library, parks, recreation, water, sewer, trash pickup, traffic engineering, streets, infrastructure, community development, planning and zoning, public improvements, economic development, and other administrative services.

The financial reporting entity includes all funds of the primary government as well as its component units. The component units are legally separate entities for which the primary government is financially accountable, but they are not part of the primary government's operations. The Celina Community Development Corporation (Type B) and Celina Economic Development Corporation (Type A) are included in the City's financial statements as discretely presented component units.

FINANCIAL INFORMATION

Financial System and Budgetary Controls

City management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. Management also ensures that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework.

The City's accounting records for general governmental activities are maintained on a modified accrual basis, with revenues recorded when available and measurable, expenditures recorded when the services or goods received, and liabilities recorded when incurred. Accounting records for the City's water and sewer and other proprietary activities are maintained on the accrual basis.

City Council is required to adopt an annual operating budget no later than October 1, the beginning of the fiscal year. A collaborative team made up of the City Manager, Executive Directors, and Department Directors work together to prepare a balanced budget that provides for the strategic vision outlined by City Council at the beginning of the process. The proposed budget is presented in detail to City Council prior to adoption to provide an opportunity for additional scrutiny. The City follows the Truth-in-Taxation process for adoption of the budget and ad valorem tax rate.

The budget is developed on a departmental level and adopted at the General, Debt Service, and Water and Wastewater fund levels. The level of control at which expenditures may not exceed budget without City Council approval is at the fund level. The objective of budgetary controls is to ensure compliance with the legal provision contained in the annual budget approved by the City Council. The City Manager has the authority to approve individual departmental budget overages. This budgetary level serves as the foundation for the City's financial planning and control. The City Council approves any amendment or additional funding requests for appropriations when the budget is exceeded at the fund level.

The City of Celina has prepared capital improvement long term plans that provide the framework for our future forecasting for the issuance of debt in addition to the necessity of operations and maintenance. Our priority is to provide long-range financial planning to ensure sustainability as well as meeting the service needs and expectations of our residents. The City currently provides a one year approved balanced budget with four years of planning at the operational level utilized internally for forecasting.

The accompanying Annual Comprehensive Financial Report incorporates all funds of the City, including all government activities, organizations, and functions for which the City is financially accountable as well as its component units. The City's component units are legally separate entities for which the City is financially accountable but are not part of the City's operations.

The City's discretely presented component units are:

- Celina Economic Development Type 4A Sales Tax Corporation (EDC)
- Celina Community Development Type 4B Sales Tax Corporation (CDC)

LOCAL ECONOMY

Celina has experienced tremendous growth. The growth is primarily because of new residential developments coming into the City. These new developments will bring a significant number of homes into Celina over the next several years. From FY 2020 through FY 2023, the City issued 8,223 single-family home construction permits, with 2,222 issued in FY 2023 alone. The City has led several North Texas Cities, including Frisco, McKinney, Little Elm, and Prosper, in issuing single-family construction permits since FY 2021. This rate of growth will have a significant impact on the City, the counties, and the school districts.

During fiscal year 2023, Celina welcomed 7Eleven Light Farms, 3-D Dance, Ameriprise Financial, Legacy Bagels, Millie's Italian Restaurant, and Swig Celina, along with 29 other businesses, into Celina. In addition, City sales tax revenue has increased with the addition of brick-and-mortar establishments, the local demand for online shopping, shop local campaigns, and the addition of households. The City recognized a 26 percent increase in sales tax revenue during FY 2023 compared to FY 2022. With more houses and retail being built comes the expectation that sales tax revenue will continue to increase.

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Celina is a premier community for educational opportunity with the highly rated Celina and Prosper ISDs serving residents. Celina ISD adds more than 1,000 students per year. It opened a new middle school for the 2022-2023 school year and plans to add one new elementary school every year for the next few years. Propser ISD continues to add high schools, middle schools, and elementary schools across the district. The Collin College Celina Campus opened in fall of 2021 with the ability to serve 2,500 students. The Celina Campus provides greater access to higher education for northwestern Collin County.

FUTURE FORWARD

Retailers continue to eyeball the prime potential development spots along Preston Road and the Dallas North Tollway (DNT). Up to 600,000 square feet of retail space for Costco, a home improvement warehouse, a large national health and fitness gym, a regional grocery superstore, and many others, will be built in Celina and add to the already expansive list of retailers and restauranteurs. Soon, more quick-serve dining options will come to parcels currently being developed. The sales tax base is set to double over the next five years.

In December 2023, the North Texas Tollway Authority (NTTA) Board approved a construction contract to extend the main lanes of the DNT from US 380 to FM 428. Construction will start in early 2024 with expected completion in late 2027. This extension will bring more economic development to the corridor. This stretch of the tollway through Celina has been labeled as a “Healthcare Corridor” due to the announcement of two significant hospital systems that they will purchase land and build facilities here. These two hospitals will serve our residents for generations to come.

Methodist Health System was the first major healthcare provider to announce plans to build its newest hospital in Celina. Methodist Celina Medical Center will be a $200 million project on 46.7 acres of land between the DNT and the future Celina Parkway. Methodist broke ground in 2022 on a five-story, 200,000 square foot project. They are currently 50% complete with overall construction and are aiming for a summer 2025 open date. The project will initially bring over 220 jobs to Celina.

Scottish Rite for Children has purchased a 76-acre parcel of land at the DNT and the Collin County Outer Loop. This beloved healthcare provider began serving North Texas families in 1921. The Celina site will be their fourth facility on or near the DNT.

In FY 2023, construction began on the 3,200-acre Legacy Hills master planned community. Its first phase will include 2,000 single family homes. Ultimately, 7,000 single family homes, 4,000 multifamily units, and significant retail/mixed use space are expected to be built.

MAJOR INITIATIVES

The City has completed several strategic initiatives, studies, plans, and capital projects during fiscal year 2023. These plans and initiatives will shape the identity and development of Celina for the next decade.

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The list of these accomplishments are as follows:

- ✓ Coordinated the inaugural *Life Connected* Service Day
- ✓ Re-established Keep Celina Beautiful Board and Celina Arts & Culture Board
- ✓ Expanded Downtown public Wi-Fi connectivity and added Wi-Fi to Old Celina Park
- ✓ Completed Commercial Development and Multi-Family Development Vision Book
- ✓ Completed master plans for Arts & Culture and the Library
- ✓ Created Downtown mural program
- ✓ Opened the new Ralph O'Dell Senior Center
- ✓ Recognized as a top workplace by *The Dallas Morning News* in 2023

The City's public infrastructure improvement projects are called Capital Improvement Projects. The following Capital Improvement Projects were completed, started, or under design during FY 2023.

- ✓ Expanded downtown pavers to Colorado St and Beech St, creating the Downtown Inner Loop
- ✓ Installed five new outdoor warning sirens
- ✓ Completed Legacy Hills Wastewater Treatment Plant
- ✓ Nearing completion of Police Headquarters
- ✓ Nearing completion of Fire Station #3
- ✓ Completed Downtown Patio Project
- ✓ Constructing Ownsby Pkwy Preston to Coit
- ✓ Paving Parvin Road FM 1385 to DNT
- ✓ Reconstructing Coit Rd from Marigold to Vest (northbound lanes are complete and southbound lanes are under construction)

ACKNOWLEDGMENTS

The preparation of this report would not have been possible without the skill, effort, and dedication of the entire staff of the Finance Department. We wish to thank all government departments for their assistance in providing the data necessary to prepare this report. We would also like to thank the Mayor and City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Celina's finances.

Respectfully submitted,

Robin Bromiley

Robin Bromiley, MSA, CGFO
Director of Finance

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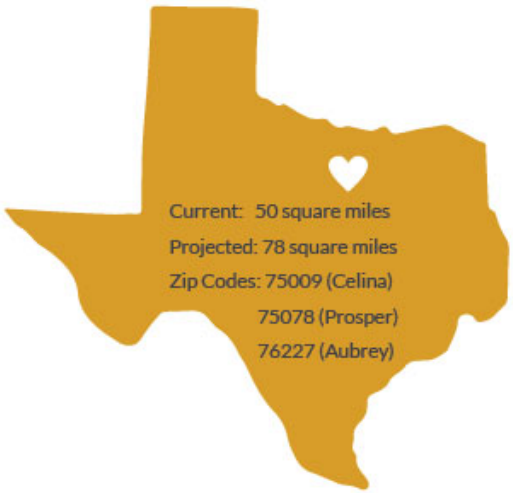
Celina Fast Facts

Population

	City Limits	Service Area
Population 2024	42,105	52,073
Population 2029	96,472	110,415

Trade Area: 154,468 (10 mile)
2023 Single Family Permits: 2,380
Buildout Population: 380,000



Demographics

Median Age: 37

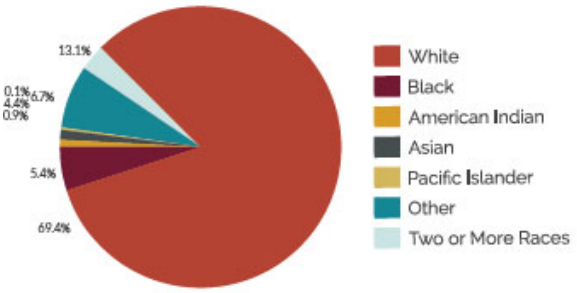
Education
51.4% Bachelor's/Grad/Prof Degree
29.2% Some College
13.4% High School Graduate

Median Household Income: $139,813
Average Home Value: $ 552,081

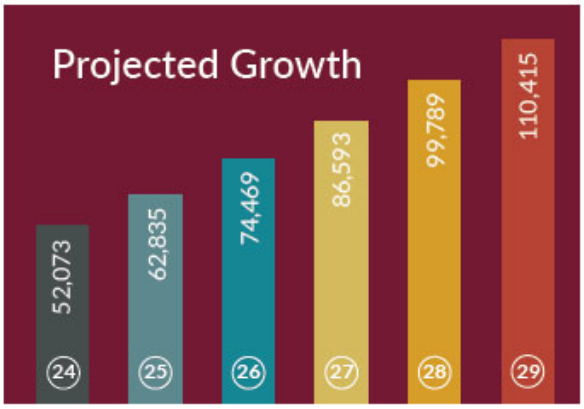
Transportation

Airports
Dallas Love Field Airport – 38.6 Miles/45 Min
DFW Airport – 37.4 Miles/45 Min

Major Highways
N/S: Dallas North Tollway, US 289, FM 1385, FM 2478
E/W: FM 428, FM 455, Outer Loop *(Open from Huddleston - Custer)*



Projected Growth



Education

Celina ISD: 1 high school, 1 middle school, and 3 elementary schools

Prosper ISD (Celina): 5 elementary schools

Collin College: Celina Campus

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THE CITY OF CELINA
CORE VALUES

EXCELLENCE

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

COMMUNITY

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance, and a sense of humor
- We embrace openness, diversity, and inclusion

INTEGRITY

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

SERVICE

- We are selfless public servants and believe in helping others
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter

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STRATEGIC PLAN
GOALS

Celina will continue to experience substantial growth over the next several years, and we have a deep understanding that to be truly great, we must make a series of thoughtful and strategic decisions, which are consistent with our Core Values. Our efforts and resources will be focused on goals that reflect reputable drivers, City strengths, and City opportunities.

1. BE THE *LIFE CONNECTED.* CITY
2. BE THE UNIQUE CITY
3. BE THE CITY OF THE FUTURE CONNECTED TO THE PAST
4. BE THE CITY BUILT ON PUBLIC SAFETY
5. BE THE CITY OF SERVANT LEADERSHIP
6. BE THE CITY OF INNOVATIVE INFRASTRUCTURE
7. BE THE CITY OF SMALL BUSINESS
8. BE THE CITY THAT SHARES OUR STORY

City of Celina, Texas
GFOA Certificate of Achievement

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Celina
Texas

For its Annual Comprehensive Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

City of Celina, Texas

Organizational Chart

CELINA TEXAS EST. 1876

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Financial Section

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FORVIS

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Independent Auditor's Report

Members of the City Council
City of Celina, Texas
Celina, Texas

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Celina, Texas (City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension, and other postemployment benefit information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The supplementary information including the combining and individual fund financial statements and schedules as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory and statistical sections as listed in the table of contents but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

FORVIS, LLP

Dallas, Texas
February 28, 2024

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Management’s Discussion and Analysis

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City of Celina, Texas
Management's Discussion and Analysis
September 30, 2023

Management's discussion and analysis provides a narrative overview of the financial activities and changes in the financial position of the City of Celina, Texas (City), for the fiscal year ended September 30, 2023. It is offered hereby the management of the City to the readers of its financial statements. Readers are encouraged to consider the information presented herein conjunction with the information furnished in our letter of transmittal in the introductory section and the City's financial statements and accompanying notes.

FINANCIAL HIGHLIGHTS

- The capital assets represent the City's investment in infrastructure, which increased this fiscal year by $223.04 million. Of this amount, governmental activities increased $105.25 million, bringing net capital assets to $291.39 million. The Business-type activities grew $117.78 million to a total net capital asset of $309.23 million.

- The City's total net position increased by $157.82 million during the fiscal year.

- The City's total amount of outstanding bonded debt is $355.13 million, an increase of $82.18 million due to the issuance of $91 million revenue certificates of obligation in 2023 partially offset by scheduled debt payments.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of four parts; management's discussion and analysis (this section), basic financial statements, required supplementary information, and combining and individual fund statements and schedules.

The basic financial statements include two kinds of statements that present different views of the City:

- The first two statements are Government-Wide Financial Statements that provide information about both the short-term and long-term financial status of the City as a whole.

- The remaining statements are Fund Financial Statements that focus on individual parts of the City's government, reporting the City's operations in more detail than the Government-Wide statements.

    - The Governmental Fund Statements take a short-term view and demonstrate how general government services like public safety were financed during the fiscal year.

    - The Proprietary Fund Statements offer both short-term and long-term financial information about the activities the government operates like businesses, such as the water and wastewater system.

The financial statements also include notes that explain information in the financial statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the information in the financial statements. In addition to these required elements, we have included a section with combining statements that provide details about our nonmajor governmental funds, each added together and presented in single columns in the basic financial statements.

Government-Wide Financial Statements. The government-wide financial statements include the Statement of Net Position and the Statement of Activities. These statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business. Both are prepared using the economic resources focus and the accrual basis of accounting, meaning that all the current year's revenues and expenses are included regardless of when cash is received or paid.

Statement of Net Position. The Statement of Net Position presents information on the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources including capital assets and long-term obligations. The difference between the four is reported as net position. Over time, the increases or decreases in net position may serve as a valuable indicator of whether the City's financial position is improving or deteriorating. Other indicators of the City's financial position should be taken into consideration, such as the change in the City's property tax base and condition of the City's infrastructure (i.e., roads, drainage systems, water, and sewer lines, etc.), in order to more accurately assess the overall financial condition of the City.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. It focuses on both the gross and net costs of the government's various activities and thus summarizes the cost of providing specific government services. This statement includes all current year revenues and expenses.

The Statement of Net Position and the Statement of Activities divide the City's activities into two types:

- *Governmental Activities*. Most of the City's basic services are reported here, including general government, police and fire protection, municipal court, streets, park and recreational activities, cultural events, and library. Property taxes, sales taxes, franchise taxes, and building permits provide the majority of the revenue for these activities.

- *Business-Type Activities*. Activities for which the City charges customers a fee to pay most or all of the costs of a service it provides are reported here. The City's business-type activities include water distribution/ wastewater collection, solid waste collection/ disposal, and stormwater drainage.

Fund Financial Statements. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. These statements focus on the most significant funds and may be used to find more detailed information about the City's most significant activities. The funds of the City can be divided into two categories: governmental funds and proprietary funds.

- ***Governmental Funds.*** Governmental funds are used to account for the majority of the City's activities, which are essentially the same functions reported as governmental activities in the government-wide statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

  The focus of the governmental funds' financial statements is narrower than that of the government-wide financial statements. Therefore, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds' Balance Sheet and the governmental funds' Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison. These reconciliations explain the differences between the government's activities as reported in the government-wide statements and the information presented in the governmental funds' financial statements.

  The City reports fifteen individual governmental funds. Major funds are presented separately in the governmental funds' Balance Sheet and in the governmental funds' Statement of Revenues, Expenditures, and Changes in Fund Balances and include the General Fund, the Debt Service Fund, the Street Construction Fund, Parkland Feeds Fund, and the Bond Fund. Data for the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

- ***Proprietary Funds.*** The City charges customers directly for certain services it provides. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the statement of net position and the statement of activities. The City's enterprise funds (a fund type of proprietary funds) are identical to the business-type activities reported in the government-wide statements. Still, enterprise fund financial statements provide more detail and additional information, such as cash flows.

  The City of Celina maintains one individual enterprise fund. The City uses this fund to account for its water and sewer, storm drainage, and environmental services.

Notes to the Financial Statements. The notes provide additional information that is essential to gain a complete understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary information (RSI) concerning the City's progress in funding its obligation to provide pension benefits and other post-employment benefits to the employees.

The combining and individual fund statements and schedules referred to earlier are presented immediately following the required supplementary information on pensions.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

At the end of the fiscal year 2023, the City's net position (assets and deferred outflows of resources exceeding liabilities and deferred inflows of resources) totaled $469.19 million. Total assets of the City on September 30, 2023 were $915.64 million, deferred outflows of resources were $3.45 million, total liabilities were $447.05 million, and deferred inflows of resources were $2.85 million resulting in a net position balance of $469.19 million, a 50.7% increase over the previous year. This analysis focuses on the net position and changes in net position.

Net Position. The largest portion of the City's net position, $311.18 million, reflects its investment in capital assets (land and improvements, buildings, infrastructure, vehicles, machinery, and equipment), less any related outstanding debt used to acquire those assets. The City uses these assets to provide services to its residents; consequently, these assets are not available for future spending. Although the City reports its capital assets net of related debt, the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted portion of the City's net position, $22.57 million are subject to external restrictions on how they may be used. The City's unrestricted net position is $135.44 million, which may be used to meet the City's future obligations.

Table 1
City of Celina Net Position

	Governmental Activities		Business-type Activities		Total	
	2023	2022*	2023	2022	2023	2022*
Assets						
Current and other assets	$ 168,996,844	$142,508,774	$ 146,029,110	$ 122,204,835	$ 315,025,954	$ 264,713,609
Capital assets, net	291,389,325	186,132,330	309,228,152	191,449,111	600,617,477	377,581,441
Total assets	460,386,169	328,641,104	455,257,262	313,653,946	915,643,431	642,295,050
Deferred Outflows of Resources	2,972,156	848,378	475,830	124,162	3,447,986	972,540
Liabilities						
Other liabilities	29,369,772	12,940,953	26,059,102	30,285,283	55,428,874	43,226,236
Long-term obligations	207,746,088	151,708,211	183,870,384	133,315,169	391,616,472	285,023,380
Total liabilities	237,115,860	164,649,164	209,929,486	163,600,452	447,045,346	328,249,616
Deferred Inflows of Resources	2,828,351	3,531,845	30,149	117,332	2,858,500	3,649,177
Net Position						
Net investment in capital assets	145,178,585	102,946,241	165,996,622	89,549,445	311,175,207	192,495,686
Restricted	22,571,293	19,290,037	-	152,009	22,571,293	19,442,046
Unrestricted	55,664,236	39,072,195	79,776,835	60,358,870	135,441,071	99,431,065
Total net position	$ 223,414,114	$ 161,308,473	$ 245,773,457	$ 150,060,324	$ 469,187,571	$ 311,368,797

*Fiscal year 2022 amounts have been restated for GASB 96 adoption.

Changes in Net Position. The government's overall net position increased $157.82 million over the prior fiscal year. The reasons for the overall increase are discussed in the following sections for governmental activities and business-type activities.

Government activities increased the City's net position by $62.11 million from the prior year. This was due in part to an increase in ad valorem tax revenues, building permit revenues, and capital contributions. Key revenue and expense transactions are as follows:

- Net Investment in Capital Assets increased by $42.23 million. This represents the capital assets less the liabilities of infrastructure added to the City's governmental capital assets. In fiscal year 2023, the City received $38.48 million in capital contributions from developers.

- Unrestricted Net Position increased $16.6 million. The unrestricted balances include operating costs and funding for future capital projects. In addition, $22.57 million is restricted for capital projects and restricted fees to fund the projects.

- General government expenses increased approximately $16.9 million over last year. This was anticipated due to the demands on service from the additional housing developments and consequently more residents moving to the City. The City increased its personnel by over 18% during fiscal year 2023 to meet the needs of its residents. Administration, fire, police, and development services had the largest increases in 2023. Interest expense also increased as additional debt has been issued to keep up with growth.

Business-type activities increased net position by $95.71 million. Key elements to the change in net position are as follows:

- The City received $59.46 million in capital contributions from developers in the form of new water, drainage, and sewer lines. These contributions were significant reasons why net investment in capital assets increased by $76.45 million.

- The City collected $9.2 million in impact fees and capital recovery fees for future water and wastewater infrastructure updates.

- The City collected $6.72 million in connection fees for water and sewer tie-ins for new homes and businesses to the current system.

- Unrestricted Net Position increased $19.42 million. The unrestricted balances include operating costs and funding for future capital projects.

- The City earned $4.81 million in interest income related to Business type activities and bond proceeds.

Expenses increased by 35% due mainly to the $1.85 million increased materials and supplies cost, $1.32 million increased water demand costs, $1.11 million in more in depreciation expense, $638,544 increase in garbage collection cost, and $1.27 million in personnel cost. All of these increases in expenses are directly related to increased growth in customers through new houses and commercial properties.

Water sales increased by $1.87 million over the previous fiscal year. This increase was due to adding more than 2,000 new customers, an approximately 15% increase from the prior fiscal year. Water rates remained the same from fiscal year 2022 through fiscal year 2023.

Table 2
City of Celina
Change in Net Position

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Program Revenues						
Charges for services	$ 36,442,384	$32,332,998	$ 43,967,567	$ 43,119,619	$ 80,409,951	$ 75,452,617
Operating grants/contributions	862,378	2,347,930	420,000	-	1,282,378	2,347,930
Capital grants/contributions	38,619,344	10,081,541	73,156,255	22,459,804	111,775,599	32,541,345
General revenues:						
Ad valorem taxes	24,505,056	16,242,263	-	-	24,505,056	16,242,263
Sales taxes	4,039,188	3,213,081	-	-	4,039,188	3,213,081
Franchise taxes	1,003,967	783,188	-	-	1,003,967	783,188
Grants not restricted to specific programs			3,246,980	215,778		
Other	8,702,605	4,868,692	4,811,448	776,837	13,514,053	5,645,529
Total program revenues	114,174,922	69,869,693	125,602,250	66,572,038	239,777,172	136,441,731
Expenses						
Administration	13,886,440	6,478,575	-	-	13,886,440	6,478,575
Judicial	209,350	193,302	-	-	209,350	193,302
Fire and emergency services	8,455,931	6,620,651	-	-	8,455,931	6,620,651
Development services	10,758,050	8,535,165	-	-	10,758,050	8,535,165
Public works	2,714,742	2,097,180	-	-	2,714,742	2,097,180
Police department	7,388,351	5,178,526	-	-	7,388,351	5,178,526
Parks and recreation	3,043,497	1,883,123	-	-	3,043,497	1,883,123
Library	389,445	317,775	-	-	389,445	317,775
Downtown project	75,660	36,325	-	-	75,660	36,325
Interest and fiscal charges	4,973,647	3,634,414	-	-	4,973,647	3,634,414
Water, sewer and sanitation services	-	-	30,063,285	22,337,443	30,063,285	22,337,443
Total expenses	51,895,113	34,975,036	30,063,285	22,337,443	81,958,398	57,312,479
Excess before transfers	62,279,809	34,894,657	95,538,965	44,234,595	157,818,774	79,129,252
Transfers	(174,168)	748,705	174,168	(748,705)	-	-
Change in Net Position	62,105,641	35,643,362	95,713,133	43,485,890	157,818,774	79,129,252
Net Position, Beginning of Year	161,308,473	125,665,111	150,060,324	106,574,434	311,368,797	232,239,545
Net Position, End of Year	$ 223,414,114	$ 161,308,473	$ 245,773,457	$ 150,060,324	$ 469,187,571	$ 311,368,797

FINANCIAL ANALYSIS OF THE FUNDS

The focus of the City's funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information helps assess the City's financing requirements. In particular, the unassigned fund balance in the governmental funds may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

Governmental Funds. Governmental funds had an increase in fund balance of $14.19 million:

- **General Fund** – The General Fund is the primary operating fund of the City. The fund balance is $25.35 million, representing an increase of $1.89 million from the previous year. The General fund revenues had a healthy increase due to increased development and growth of the City. Permits and inspection fees had an increase of $4.36 million over the prior year. Property tax revenue also recognized an increase of $2.33 million and interest revenue brought in $1.26 million more than fiscal year 2022. This allowed the City to transfer excess earnings to the Street Construction Fund, Stabilization Fund, and other funds for capital improvement projects. The General Fund's overall expenditures increased 33% last year, approximately $8.49 million, from $26.0 million to $34.5 million. The increase was attributable to rising demands of service amongst the majority of the departments such as Public Works by 52%, Police by 32% and Fire by 31%.

- **Debt Fund** – The Debt Fund's fund balance increased $1.72 million due to the increase in property tax revenue in the current year. The ending fund balance is $3.69 million.

- **Street Construction Fund** – The Street Construction Fund's fund balance increased $814 thousand in the current fiscal year due to $1.7 million expended on capital assets offset by a transfer in of $2.50 million from the general fund.

- **Parkland Fee Fund** – The Parkland Fee Fund accounts for the financing and acquisition of major capital park projects. The City received this year $3.0 million in revenue from park fees. The City spent $2.77 million on capital assets and parks and recreation expenditures which resulted in ending fund balance of $7.56 million.

- **Bond Fund** – The Bond Fund's fund balance decreased $5.97 million primarily due to the City spending $65.2 million on capital assets during 2023. This decrease was offset by $58.5 million of bond proceeds that will be spent in future years on capital projects. The ending fund balance is $64.25 million.

Business-Type Activities:

- **Water Wastewater Fund** – The fund had a change in net position of $95.71 million, including operating income of $22.21 million, plus non-operating revenues of $3.84 million, plus capital contributions of $69.49 million, plus transfers in of $174,168. The net income includes the combination of ten separate utility operating funds. These are separated internally to allow for proper control and accountability to ensure the funds' disposition meets statutory requirements. For example, Impact fees and Capital Recovery Fees, both of which earned substantial revenues this year, are managed through separate funds but combined within the operating portion of this fund for financial statement purposes.

BUDGETARY HIGHLIGHTS

In the fiscal year 2022-2023, the General Fund expenditure budget was increased by $5.13 million over the 2021-2022 budget. During the fiscal year, budget amendments increased the original revenue budget by $1,308,067 and increased the expenditure budget by $3.09 million. Amendments were for grant awards, increase interest in City run sports leagues, insurance claims, and unanticipated expenditures during the year. During the fiscal year, the City regularly reviews the budget and determines if a budget amendment is reasonable and necessary. All budget amendments receive scrutiny and City Council approval through an amended ordinance.

In the General Fund, the actual revenue received in comparison to the final budget was over by $14.32 million. This positive variance is most noticeable in permit and inspection fees and interest revenue. General Fund expenditures had a final budget to actual variance of $2.93 million prior to other financing sources/uses. The savings between actual and amended expenditures is due to projects/capital items that were not able to be completed in FY 2023 have been included in the FY 2024 budget. During the last few years, many materials and supplies were delayed due to shipping and manufacturing issues.

The City used a portion of the excess General Fund balance to continue to fund $2.5 million to the Street Construction fund, $5 million to the Economic Stabilization fund, $2.7 million to the Capital Equipment Replacement fund, and $300,000 to Technology Fund. Additional information on the City's budgeted transfers in *Note 12* to the financial statements.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The City's investment in capital assets for its governmental and business-type activities as of September 30, 2023, amounts to $583.32 million (net of accumulated depreciation), as shown in the table below. This investment in capital assets includes land, buildings, improvements, vehicles, machinery and equipment, infrastructure, and construction in progress. Additional information on the City's capital assets can be found in *Note 6* to the financial statements.

Some of the items completed during the fiscal year include:

- $465 thousand for Maryland Road drainage improvements
- $1.30 million for Glendenning Park land purchase
- $1.40 million for the reconstruction of Wells Road (CR84)
- $1.83 million for the construction of Light Farms Way from Punk Carter to Outer Loop
- $2.44 million for Utah and Cedar Road drainage improvements
- $4.88 million for the Coit Road water line phase one
- $5.74 million for Ousley Park land purchase
- $14.47 million for Old Celina Park improvements
- $97.94 million in infrastructure is related to developers' contribution

	Governmental Activities		Business-type Activities		Totals	
	2023	2022*	2023	2022	2023	2022*
Land	$ 52,132,690	$ 33,541,714	$ 7,980,894	$ 7,950,893	$ 60,113,584	$ 41,492,607
Buildings	16,926,403	17,668,636	10,395	11,489	16,936,798	17,680,125
Parks	23,807,942	9,289,393	-	-	23,807,942	9,289,393
Infrastructure	116,782,032	78,568,062	203,117,083	145,562,026	319,899,115	224,130,088
Vehicles, machinery and equipment	6,826,007	5,611,461	2,494,782	1,872,457	9,320,789	7,483,918
Right-to-use leased equipment	430,842	-	-	-	430,842	-
Subscription asset	104,976	131,220	-	-	104,976	131,220
Construction in progress	74,378,433	41,321,844	78,325,049	36,052,246	152,703,482	77,374,090
Total capital assets, net	$ 291,389,325	$186,132,330	$ 291,928,203	$191,449,111	$583,317,528	$ 377,581,441

*Fiscal year 2022 amounts have been restated for GASB 96 adoption.

Long-term Debt: At the end of the current fiscal year, the City of Celina had total bonded debt outstanding of $355.1 million, as shown. Of this amount, $345.99 million represents tax-supported bonds, and $9.14 million represents self-supported bonds. The $82.18 million increase in debt is for numerous upcoming projects such as public safety facilities, parks and recreation projects, a municipal administration and library building, a downtown community parking lot, and land purchases. This is in addition to annual streets, drainage, water, and sewer projects that are needed to maintain existing infrastructure and keep up with the projected growth explosion.

	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
General obligation bonds	$ 9,140,000	$ 10,010,000	$ -	$ 380,000	$ 9,140,000	$ 10,390,000
Certificates of obligation	184,502,659	133,215,000	161,487,341	129,340	345,990,000	262,555,000
Total bonds payable	$193,642,659	$143,225,000	$161,487,341	$ 509,340	$355,130,000	$ 272,945,000

In fiscal year 2023, The City issued Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2023 in the amount of $91,060,000. $53.89 million was allocated to the general government for streets, parks, and public safety and $37.17 million was allocated to the water and sewer to finance the cost of improving the City's waterworks and sewer system.

Additional information on the City's long-term debt can be found in *Note 7* to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The City of Celina expects to continue to see strong population and economic growth. The City's budget continues to grow as new residents and businesses are added. In the last 12 years, the City's population has grown from 6,028 in 2011 to 40,310 in 2023. For the fiscal year 2023-2024 budget, the City's goal has been to successfully provide the City Council with a collaborative budget that includes departmental participation to balance the budget collectively. The following revenues and expenditures were essential components to the budget:

Property Taxes. Looking forward to the fiscal year 2024, the City's certified taxable value after exemptions for tax year 2023 for both the Collin and Denton Central Appraisal Districts is $6,350,614,713 (as of July 2023). This is 42.0% or $1.88 billion more than the prior year, of which $847 million is attributable to new taxable values added to the tax roll.

Building Permits. Besides property taxes, a major source of revenue for the City originates from licenses and permits. These revenues are generated for services rendered and user fees charged for building permits, construction inspection fees, fire/EMS and police fees, and other related services. The largest source of revenue in this category is building permits and inspection fees, as the City continues to develop and grow at a fast pace. For FY 2024, the budget has been increased to $12.50 million. The City conservatively budgets building permits due to the potential impact of economic cycles on this revenue source. The City also maintains a Stabilization Fund to protect the City from sudden economic changes that could reduce revenue from building permits in the middle of a fiscal year.

Staffing. The City's population has increased by 137% over the last five years, averaging 24% growth per year. As a result, the FY 2023-2024 budget authorized 35.5 new full-time equivalent positions at a cost of $2.837 million to assist departments in keeping up with service level demands. Of these new positions, 15.5 were for Police and Fire.

Capital Projects. The following is a list of some of the significant projects that the Engineering Department has slated to start or continue construction in the upcoming fiscal year:

- Police Headquarters construction
- Fire Station No. 3 construction
- Legacy Hills Water Reclamation Plant
- Southeast Pump Station & Transmission Line
- Earthman Park land purchase
- Preston Road Lighting Phase 3

- Wilson Creek Park Phase 1
- Punk Carter water line oversizing
- Downtown Sewer Upgrades

Fund Balance and Reserve. By ordinance, the City is required to maintain 25% of annual operating expenses, equal to a 90 days reserve, as a balance in the governmental fund account. Revenues from property taxes to pay for services are typically delayed due to the timing of new growth showing up on the tax rolls resulting in cost for new growth to be paid immediately, while the revenues follow a year later.

The City's proprietary fund, Water Wastewater Fund, practices a reserve of 40%, or 146 days, of working capital. The primary source of revenue is generated by water sales dependent on rate and consumption by customers, while cost is at a 'pay as you go.' This sole source revenue creates the need for a higher fund balance reserve. The reserve is designed to smooth out the low seasonal sales common in the winter months and even the occasional Texas 'wet' summers in an effort to keep rate increases at a minimum.

The 40% reserve is applicable to actual operating expenditures and excludes funds received that are dedicated to capital projects or have restrictions. For both funds, the City monitors the fund balances as a good fund balance is attractive to rating agencies in evaluating a city's financial health.

Contacting the City's Financial Management:

This financial report is designed to provide our residents, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. Questions concerning this report or need for additional information, including financial information for the City's two component units, should be addressed to Robin Bromiley, Director of Finance, by phone at (972) 382-2682 or by e-mail at rbromiley@celina-tx.gov.

Basic Financial Statements

Life Connected.

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Government-wide Financial Statements

Life Connected.

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City of Celina, Texas
Statement of Net Position
September 30, 2023

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	Economic Development Corporation	Community Development Corporation
Assets					
Cash and cash equivalents	$ 163,593,419	$ 71,764,463	$ 235,357,882	$ 3,181,604	$ 3,975,115
Property taxes receivable, net	405,649	-	405,649	-	-
Sales tax receivable	750,570	-	750,570	375,285	375,285
Accounts receivable, net	225,271	3,445,932	3,671,203	-	-
Other receivables	904,577	3,000	907,577	-	-
Lease receivable	2,827,770	-	2,827,770	-	-
Inventory	60,627	833,367	893,994	-	-
Prepaid items	228,961	6,764	235,725	-	-
Restricted assets					
Cash and cash equivalents	-	69,975,584	69,975,584	-	-
Capital assets					
Land	52,132,690	7,980,894	60,113,584	-	-
Water rights	-	17,299,949	17,299,949	-	-
Construction in progress	74,378,433	78,325,049	152,703,482	-	-
Capital assets, net	164,878,202	205,622,260	370,500,462	-	-
Total assets	460,386,169	455,257,262	915,643,431	3,556,889	4,350,400
Deferred Outflows of Resources					
Deferred loss on refunding	66,347	-	66,347	-	-
Deferred pension outflows	2,839,394	462,227	3,301,621	-	-
Deferred OPEB outflows	66,415	13,603	80,018	-	-
Total deferred outflows of resources	2,972,156	475,830	3,447,986	-	-
Liabilities					
Accounts payable	16,463,980	1,134,779	17,598,759	34,271	-
Accrued salaries and benefits	586,903	64,845	651,748	7,808	-
Accrued interest	657,369	628,687	1,286,056	-	-
Accrued expenses	-	2,316,731	2,316,731	-	-
Unearned revenue	194,988	583,886	778,874	-	-
Meter deposits payable	-	2,421,132	2,421,132	-	-
PID Assessments	-	250,968	250,968	-	-
Escrow deposits	3,470,717	594,578	4,065,295	-	-
Payable from restricted assets					
Accounts payable for capital projects	-	9,888,140	9,888,140	-	-
Long-term liabilities					
Due within one year					
Compensated absences	366,171	19,961	386,132	-	-
Bonds payable	7,507,630	7,155,395	14,663,025	-	-
Note payable	-	1,000,000	1,000,000	-	-
Lease liability	98,109	-	98,109	-	-
Subscription liability	23,905	-	23,905	-	-
Due in more than one year					
Total OPEB liability	131,645	26,964	158,609	-	-
Net pension liability	4,431,584	721,422	5,153,006	-	-
Arbitrage liability	316,200	208,890	525,090	-	-
Compensated absences	1,098,510	58,801	1,157,311	-	-
Note payable	-	17,000,000	17,000,000	-	-
Bonds payable	201,366,844	165,854,307	367,221,151	-	-
Lease liability	322,683	-	322,683	-	-
Subscription liability	78,622	-	78,622	-	-
Total liabilities	237,115,860	209,929,486	447,045,346	42,079	-
Deferred Inflows of Resources					
Lease related	2,675,353	-	2,675,353	-	-
Deferred pension inflows	28,261	4,601	32,862	-	-
Deferred OPEB inflows	124,737	25,548	150,285	-	-
Total deferred inflows of resources	2,828,351	30,149	2,858,500	-	-
Net Position					
Net investment in capital assets	145,178,585	165,996,622	311,175,207	-	-
Restricted for debt service	3,689,413	-	3,689,413	-	-
Restricted for capital projects	17,109,794	-	17,109,794	-	-
Restricted for law enforcement	103,816	-	103,816	-	-
Restricted for courts	164,882	-	164,882	-	-
Restricted for PEG	88,660	-	88,660	-	-
Restricted for hotel	36,045	-	36,045	-	-
Restricted for technology	1,378,683	-	1,378,683	-	-
Restricted for economic development	-	-	-	3,514,810	4,350,400
Unrestricted	55,664,236	79,776,835	135,441,071	-	-
Total net position	$ 223,414,114	$245,773,457	$ 469,187,571	$ 3,514,810	$ 4,350,400

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Statement of Activities
Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
Governmental Activities				
Administration	$ 13,886,440	$ -	$ -	$ -
Judicial	209,350	-	-	-
Fire and emergency services	8,455,931	2,466,362	782,057	-
Development services	10,758,050	7,817,279	-	-
Public works	2,714,742	21,831,320	-	-
Police department	7,388,351	325,504	80,321	-
Parks and recreation	3,043,497	4,001,919	-	-
Library	389,445	-	-	-
Infrastructure	-	-	-	38,619,344
Downtown project	75,660	-	-	-
Interest and fiscal charges	4,973,647	-	-	-
Total governmental activities	51,895,113	36,442,384	862,378	38,619,344
Business-type Activities				
Water and sewer services	30,063,285	43,967,567	420,000	73,156,255
Total Business-type Activities	30,063,285	43,967,567	420,000	73,156,255
Total Primary Government	$ 81,958,398	$ 80,409,951	$ 1,282,378	$111,775,599
Component Units				
Celina Economic Development Corp	$ 1,015,082	$ -	$ -	$ -
Celina Community Development Corp	69,761	-	-	-
Total component units	$ 1,084,843	$ -	$ -	$ -

General Revenues
- Ad valorem tax
- Sales tax
- Franchise tax
- Miscellaneous
- Unrestricted investment earnings
- Grants not restricted to specific programs

Transfers

Total General Revenues and Transfers

Change in Net Position

Net Position, Beginning of Year

Net Position, End of Year

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Statement of Activities
Year Ended September 30, 2023 (Continued)

Net (Expense) Revenue and Changes in Net Position			Component Units	
Governmental Activities	Business-type Activities	Total	Economic Development Corporation	Community Development Corporation
$(13,886,440)	$ -	$(13,886,440)	$ -	$ -
(209,350)	-	(209,350)	-	-
(5,207,512)	-	(5,207,512)	-	-
(2,940,771)	-	(2,940,771)	-	-
19,116,578	-	19,116,578	-	-
(6,982,526)	-	(6,982,526)	-	-
958,422	-	958,422	-	-
(389,445)	-	(389,445)	-	-
38,619,344	-	38,619,344	-	-
(75,660)	-	(75,660)	-	-
(4,973,647)	-	(4,973,647)	-	-
24,028,993	-	24,028,993	-	
-	87,480,537	87,480,537	-	
-	87,480,537	87,480,537	-	
$ 24,028,993	$ 87,480,537	$111,509,530	$ -	
$ -	$ -	$ -	$ (1,015,082)	$ -
-	-	-	-	(69,761)
$ -	$ -	$ -	$ (1,015,082)	$ (69,761)
$ 24,505,056	$ -	$ 24,505,056	$ -	$ -
4,039,188	-	4,039,188	1,972,568	1,972,568
1,003,967	-	1,003,967	-	-
2,619,358	-	2,619,358	15,582	-
6,083,247	4,811,448	10,894,695	54,740	114,755
-	3,246,980	3,246,980	-	-
(174,168)	174,168	-	-	-
38,076,648	8,232,596	46,309,244	2,042,890	2,087,323
62,105,641	95,713,133	157,818,774	1,027,808	2,017,562
161,308,473	150,060,324	311,368,797	2,487,002	2,332,838
$223,414,114	$245,773,457	$469,187,571	$ 3,514,810	$ 4,350,400

City of Celina, Texas

Balance Sheet – Governmental Funds

September 30, 2023

	General Fund	Debt Service Fund	Street Construction Fund	Parkland Fees Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	$ 32,409,087	$ 3,662,808	$ 3,556,254	$ 7,812,745	$ 72,547,075	$ 43,605,450	$ 163,593,419
Sales taxes receivable	750,570	-	-	-	-	-	750,570
Property taxes receivable, net	269,536	136,113	-	-	-	-	405,649
EMS receivable, net	225,271	-	-	-	-	-	225,271
Other receivables, net	845,264	-	-	-	-	59,313	904,577
Lease receivable	-	-	-	-	-	2,827,770	2,827,770
Inventory	60,627	-	-	-	-	-	60,627
Prepaid items	194,012	-	-	-	-	34,949	228,961
Total assets	$ 34,754,367	$ 3,798,921	$ 3,556,254	$ 7,812,745	$ 72,547,075	$ 46,527,482	$ 168,996,844
Liabilities							
Accounts payable	$ 5,549,030	$ -	$ 883,987	$ 252,536	$ 6,120,624	$ 1,488,581	$ 14,294,758
Retainage payable	-	-	-	-	2,169,222	-	2,169,222
Accrued salaries and benefits	586,903	-	-	-	-	-	586,903
Escrowed funds	2,670,717	-	-	-	-	800,000	3,470,717
Unearned revenue	194,988	-	-	-	-	-	194,988
Total liabilities	9,001,638	-	883,987	252,536	8,289,846	2,288,581	20,716,588
Deferred Inflows of Resources							
Lease related	-	-	-	-	-	2,675,353	2,675,353
Unavailable revenue	396,084	109,508	-	-	-	18,736	524,328
Total deferred inflows of resources	396,084	109,508	-	-	-	2,694,089	3,199,681
Fund Balances							
Nonspendable							
Prepaids and inventory	254,639	-	-	-	-	34,949	289,588
Restricted							
Capital projects	-	-	2,672,267	-	64,257,229	22,727,373	89,656,869
Debt service	-	3,689,413	-	-	-	-	3,689,413
Law enforcement	-	-	-	-	-	103,816	103,816
Courts	-	-	-	-	-	164,882	164,882
PEG	-	-	-	-	-	88,660	88,660
Hotel	-	-	-	-	-	36,045	36,045
Technology	-	-	-	-	-	1,378,683	1,378,683
Assigned for use in specific funds	-	-	-	7,560,209	-	17,010,404	24,570,613
Unassigned	25,102,006	-	-	-	-	-	25,102,006
Total fund balances	25,356,645	3,689,413	2,672,267	7,560,209	64,257,229	41,544,812	145,080,575
Total liabilities, deferred inflows of resources, and fund balances	$ 34,754,367	$ 3,798,921	$ 3,556,254	$ 7,812,745	$ 72,547,075	$ 46,527,482	$ 168,996,844

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas

Reconciliation of the Governmental Fund Balance Sheet
To the Statement of Net Position
September 30, 2023

Fund balances of governmental funds	$ 145,080,575
Amounts presented for governmental activities in the statement of net position are different because:	
Capital assets reported in the statement of net position are not financial resources and are not reported in the fund balance sheet.	291,389,325
Receivables not measurable and available within 60 days of year-end, and therefore are unavailable in the fund financial statements.	524,328
Net pension liability ($4,431,584), the related deferred outflows of resources $2,839,394, and the related deferred inflows of resources ($28,261) are not available to pay current-period expenditures and therefore are not recorded in the funds.	(1,620,451)
Total OPEB liability ($131,645), the related deferred outflows of resources $66,415, and the related deferred inflows of resources ($124,737) are not due and payable in the current period and therefore are not recorded in the funds.	(189,967)
Interest due on long-term debt is recorded as accrued interest payable in the statement of net position but does not become a liability on the fund statements until the date due.	(657,369)
Arbitrage due in connection with unspent bond proceeds is recorded as arbitrage liability in the statement of net position but does not become a liability on the fund statements until the date due.	(316,200)
Long-term liabilities, including related deferred loss on refundings, are reported in the statement of net position but they are not due and payable or consume net position in the current period and; therefore, are not reported in the fund balance sheet.	(210,796,127)
Net position of governmental activities	$ 223,414,114

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds

Year Ended September 30, 2023

	General Fund	Debt Service Fund	Street Construction Fund	Parkland Fees Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
Revenues							
Ad valorem taxes	$ 12,108,228	$ 11,869,394	$ -	$ -	$ -	$ 384,127	$ 24,361,749
Franchise fees	1,003,967	-	-	-	-	-	1,003,967
Sales tax	3,897,162	-	-	-	-	142,026	4,039,188
Permits and inspection fees	21,831,320	-	-	-	-	-	21,831,320
Development fees	448,342	-	-	-	-	-	448,342
Developer contributions	136,371	-	-	-	-	-	136,371
Fire department, EMS, and police revenues	2,466,362	-	-	-	-	-	2,466,362
Fines	229,575	-	-	-	-	-	229,575
Special events and donations	440,417	-	-	-	-	114,809	555,226
Park fees	417,191	-	-	3,029,502	-	-	3,446,693
Impact and capital recovery fees	-	-	-	-	-	7,368,937	7,368,937
Other income	955,902	-	-	-	-	1,752,181	2,708,083
Interest	1,503,060	333,767	58,518	280,282	2,708,968	1,198,652	6,083,247
Federal, state, and local grants	784,166	-	-	-	-	78,212	862,378
Total revenues	46,222,063	12,203,161	58,518	3,309,784	2,708,968	11,038,944	75,541,438
Expenditures							
Current							
Administration	8,343,876	-	236,377	-	1,498,754	603,215	10,682,222
Judicial	209,350	-	-	-	-	-	209,350
Fire and emergency services	7,457,252	-	-	-	-	-	7,457,252
Development services	5,617,789	-	-	-	-	1,706,569	7,324,358
Public works	2,672,084	-		-	-	-	2,672,084
Police department	6,695,153	-	-	-	-	112,932	6,808,085
Parks and recreation	1,820,994	-	-	772,838	-	-	2,593,832
Library	366,094	-	-	-	-	-	366,094
Downtown project	-	-	-	-	-	75,660	75,660
Capital Outlay	1,097,902	-	1,507,922	1,997,133	65,192,604	2,944,468	72,740,029
Debt Service:							
Principal	146,453	3,475,000	-	-	-	-	3,621,453
Interest and fiscal charges	24,439	5,152,631	-	-	-	-	5,177,070
Bond issuance cost	-	-	-	-	491,915	-	491,915
Total expenditures	34,451,386	8,627,631	1,744,299	2,769,971	67,183,273	5,442,844	120,219,404
Excess (deficiency) of revenues over (under) expenditures	11,770,677	3,575,530	(1,685,781)	539,813	(64,474,305)	5,596,100	(44,677,966)
Other Financing Sources (Uses)							
Issuance of bonds	-	-	-	-	53,892,659	-	53,892,659
Bond premium	-	-	-	-	4,611,356	-	4,611,356
Issuance of leases	538,552	-	-	-	-	-	538,552
Transfers in	930,999	-	2,500,000	185,434	-	9,595,915	13,212,348
Transfers out	(11,345,914)	(1,855,000)	-	-	-	(185,602)	(13,386,516)
Total other financing sources (uses)	(9,876,363)	(1,855,000)	2,500,000	185,434	58,504,015	9,410,313	58,868,399
Net Change in Fund Balances	1,894,314	1,720,530	814,219	725,247	(5,970,290)	15,006,413	14,190,433
Fund Balances, Beginning of Year	23,462,331	1,968,883	1,858,048	6,834,962	70,227,519	26,538,399	130,890,142
Fund Balances, End of Year	$ 25,356,645	$ 3,689,413	$ 2,672,267	$ 7,560,209	$ 64,257,229	$ 41,544,812	$ 145,080,575

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

Year Ended September 30, 2023

Net change in fund balances – total governmental funds		$ 14,190,433
Amounts reported for governmental activities in the statement of net position are different because:		
Governmental funds report capital outlays (including capital, leases and subscriptions) as expenditures, while in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation/amortization expense. This is the amount by which capital outlay of $72,678,998 exceeded depreciation and amortization expense of ($5,816,251).		66,862,747
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase net position.		
Donation of capital assets	38,482,973	
Loss on disposal of assets	(88,725)	38,394,248
Bond and other debt proceeds provide current financial resources to governmental funds, but issuing debt, leases and subscriptions increases long-term liabilities in the Statement of Net Position. Repayment of bond and other debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Bonds issued	(53,892,659)	
Premium received	(4,611,356)	
Issuance of lease	(538,552)	
Principal paid on bonds	3,475,000	
Principal paid on leases and subscriptions	146,453	
Amortization of bond premiums	1,279,126	
Amortization of deferred amounts of refunding	(22,116)	(54,164,104)
Changes in the liabilities for compensated absences (do)/do not require the use of current resources and therefore are/(are not) recorded in the funds.		(270,361)
Changes in long term amounts for net pension liability the related deferred outflows of resources, and the related deferred inflows of resources are/(are not) recorded in the funds.		(2,562,438)
Changes in long term amounts for OPEB liability, the related deferred outflows of resources, and the related deferred inflows of resources are/(are not) recorded in the funds.		(22,448)
Interest accrued on bonds payable in governmental activities are not due and payable and therefore are not reported as expenditures in the governmental funds. This is the net change in accrued interest payable.		(245,472)
Arbitrage due in connection with unspent bond proceeds in governmental activities is not due and payable and therefore is not reported as expenditures in the governmental funds. This is the net change in arbitrage liability.		(316,200)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. This includes the change in deferred inflows from ad valorem taxes receivable, fines receivable and EMS receivable.		239,236
Change in net position – governmental activities		$ 62,105,641

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual – General Fund
Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Ad valorem taxes	$11,274,083	$11,274,083	$ 12,108,228	$ 834,145
Franchise fees	790,000	790,000	1,003,967	213,967
Sales tax	3,250,000	3,250,000	3,897,162	647,162
Permits and inspection fees	10,950,000	10,950,000	21,831,320	10,881,320
Component unit contributions	200,000	200,000	-	
Development fees	200,000	200,000	448,342	248,342
Developer contributions	250,000	250,000	136,371	(113,629)
Fire department, EMS, and police revenues	2,244,340	2,244,340	2,466,362	222,022
Fines	171,500	171,500	229,575	58,075
Special events and donations	244,000	244,000	440,417	196,417
Park fees	321,500	385,660	417,191	31,531
Other income	503,700	528,710	955,902	427,192
Interest	195,000	195,000	1,503,060	1,308,060
Federal, state, and local grants	-	1,218,897	784,166	(434,731)
Total revenues	30,594,123	31,902,190	46,222,063	14,519,873
Expenditures				
Current				
Administration	8,487,272	8,818,664	8,343,876	474,788
Judicial	228,778	220,453	209,350	11,103
Fire and emergency services	6,900,617	8,409,651	7,457,252	952,399
Development services	6,044,308	6,125,235	5,617,789	507,446
Public works	2,530,509	2,834,338	2,672,084	162,254
Police department	7,287,738	8,063,615	6,695,153	1,368,462
Parks and recreation	2,019,727	2,118,388	1,820,994	297,394
Library	447,337	445,337	366,094	79,243
Capital Outlay	-	-	1,097,902	(1,097,902)
Debt Service:				
Principal	-	-	146,453	146,453
Interest and fiscal charges	-	-	24,439	24,439
Total expenditures	33,946,286	37,035,681	34,451,386	2,926,079
Excess (deficiency) of revenues over (under) expenditures	(3,352,163)	(5,133,491)	11,770,677	17,445,952
Other Financing Sources (Uses)				
Issuance of leases	-	-	538,552	538,552
Transfers in	1,030,831	1,030,831	930,999	(99,832)
Transfers out	(845,914)	(11,345,914)	(11,345,914)	-
Total other financing sources (uses)	184,917	(10,315,083)	(9,876,363)	438,720
Net Change in Fund Balances	(3,167,246)	(15,448,574)	1,894,314	17,342,888
Fund Balances, Beginning of Year	23,462,331	23,462,331	23,462,331	-
Fund Balances, End of Year	$ 20,295,085	$ 8,013,757	$ 25,356,645	$ 17,342,888

The accompanying notes are an integral part of these financial statements.

Proprietary Fund Financial Statements

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City of Celina, Texas

Statement of Net Position – Proprietary Fund

September 30, 2023

	Water and Sewer Fund
Assets	
Current assets	
Cash and cash equivalents	$ 71,764,463
Cash and cash equivalents – restricted	12,309,272
Prepaids	6,764
Inventory	833,367
Accounts receivable, net	3,445,932
Grants receivable	3,000
Total current assets	88,362,798
Noncurrent assets	
Cash and cash equivalents – restricted for capital projects	57,666,312
Capital assets	
Land	7,980,894
Water rights	17,299,949
Depreciable capital assets, net	205,622,260
Construction in progress	78,325,049
Capital assets, net	309,228,152
Total noncurrent assets	366,894,464
Total assets	455,257,262
Deferred Outflows of Resources	
Deferred pension outflows	462,227
Deferred OPEB outflows	13,603
Total deferred outflows of resources	475,830
Liabilities	
Current liabilities:	
Accounts payable	1,134,779
Accounts payable for capital projects	9,888,140
Accrued salaries and benefits	64,845
Accrued expenses	2,316,731
Arbitrage liability	208,890
Bonds payable – current	7,155,395
Note payable - current	1,000,000
Compensated absences – current	19,961
Accrued interest payable	628,687
Meter deposits payable	2,421,132
PID Assessments	250,968
Escrow deposits	594,578
Unearned revenue	583,886
Total current liabilities	26,267,992
Noncurrent Liabilities	
Compensated absences – long-term	58,801
Net pension liability	721,422
Total OPEB liability	26,964
Note payable	17,000,000
Bonds payable – long-term	165,854,307
Total noncurrent liabilities	183,661,494
Total liabilities	209,929,486
Deferred Inflows of Resources	
Deferred pension inflows	4,601
Deferred OPEB inflows	25,548
Total deferred inflows of resources	30,149
Net Position	
Net investment in capital assets	165,996,622
Unrestricted	79,776,835
Total net position	$ 245,773,457

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas

Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Fund

Year Ended September 30, 2023

	Water and Sewer Fund
Operating Revenues	
Water sales	$ 16,217,006
Sewer sales	9,359,162
Bond issuance costs	1,080,350
Garbage fees	3,143,396
Penalties	168,487
Tap and reconnect fees	6,715,089
Impact fees	3,804,193
Capital recovery fees	5,404,500
Other revenues	1,742,364
Total operating revenues	47,634,547
Operating Expenses	
Salaries and benefits	3,426,177
Garbage fees	2,636,581
Materials and supplies	2,164,800
Postage	105,529
Repairs and facility maintenance	322,861
General insurance	84,006
Utilities and telephone	503,463
Water purchases and related fees	7,743,810
UTRWD facilities charges	1,702,085
Developer incentives	79,367
Depreciation	5,810,791
Other expense	846,250
Total operating expenses	25,425,720
Operating Income	22,208,827
Nonoperating Revenues (Expenses)	
Intergovernmental	3,666,980
Interest income	4,811,448
Loss on disposal of property	(71,042)
Bond issuance costs	(339,927)
Interest and fiscal charges	(4,226,596)
Total nonoperating revenues (expenses)	3,840,863
Income before contributions and transfers	26,049,690
Capital contributions	69,489,275
Transfers in (out)	174,168
Change in Net Position	95,713,133
Net Position, Beginning of Year	150,060,324
Net Position, End of Year	$245,773,457

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas

Statement of Cash Flows – Proprietary Fund

Year Ended September 30, 2023

	Water and Sewer Fund
Cash Flows from Operating Activities	
Cash received from customers and users	$ 47,697,935
Cash paid to suppliers	(18,068,452)
Cash paid to employees	(2,984,620)
Receipt of customer deposits	467,577
Net cash provided by operating activities	27,112,440
Cash Flows from Noncapital Financing Activities	
Transfers from other funds	174,168
Net cash provided by noncapital financing activities	174,168
Cash Flows from Capital and Related Financing Activities	
Acquisition of capital assets	(40,262,800)
Proceeds from issuance of bonds	40,347,585
Developer contribution	2,057,257
Principal payments on bonds	(5,400,000)
Bond issuance cost	(339,927)
Interest paid on bonds and other long-term obligations	(5,042,941)
Federal grants received	1,166,999
Net cash used in capital and related financing activities	(7,473,827)
Cash Flows from Investing Activities	
Investment income	4,811,448
Net cash provided by investing activities	4,811,448
Net Increase in Cash and Cash Equivalents	24,624,229
Cash and Cash Equivalents, Beginning of Year	117,115,818
Cash and Cash Equivalents, End of Year	$ 141,740,047

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas

Statement of Cash Flows – Proprietary Fund (Continued)

Year Ended September 30, 2023

	Water and Sewer Fund
Reconciliation of Cash and Cash Equivalents to the Statement of Net Position	
Cash and cash equivalents	$ 71,764,463
Restricted cash and cash equivalents	
Current	12,309,272
Noncurrent	57,666,312
Total cash and cash equivalents	$ 141,740,047
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	$ 22,208,827
Adjustment to Reconcile Operating Income to Net Cash Provided by Operating Activities	
Depreciation	5,810,791
(Increases) decreases in assets and deferred outflows	
Accounts receivable (net)	63,388
Prepaid expenses	(4,972)
Inventory	(157,471)
Deferred pension outflows	(348,380)
Deferred OPEB outflows	(3,288)
Increases (decreases) in liabilities and deferred inflows:	
Accounts payable	(4,417,556)
Accrued expenses	2,433,280
Net pension liability	873,431
Total OPEB liability	(8,335)
Compensated absences	(11,634)
Meter deposits payable	467,577
PID Assessments	71,199
Escrow deposits	222,766
Deferred pension inflows	(107,911)
Deferred OPEB inflows	20,728
Total adjustments	4,903,613
Net Cash Provided by Operating Activities	$ 27,112,440
Supplemental Disclosure of Noncash Investing, Capital, and Financing Activities	
Contributions of capital assets	$ 57,403,830
Additions to capital assets included in accounts payable	$ 9,888,140
Long-term debt incurred for the acquisition of water rights	$ 17,299,949

The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

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City of Celina, Texas
Notes to Financial Statements
September 30, 2023

Note 1: Introduction and Summary of Significant Accounting Policies

The financial statements of the City of Celina, Texas (City) and its component units, Celina Economic Development Corporation and Celina Community Development Corporation, collectively identified as the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The accounting and reporting framework and the more significant accounting principles and practices of the City are discussed in subsequent sections of this note. The remaining notes are organized to provide explanations, including required disclosures, of the City's financial activities for the fiscal year ending September 30, 2023.

Reporting Entity and Related Organizations

The City is a municipal corporation governed by an elected mayor and six-member City Council. The City provides general administration, public works, police and judicial, and fire and emergency services to its residents. The Council hires a City Manager for day-to-day operations.

The City Council has the authority to make decisions, appoint administrators and managers, significantly influence operations, and has the primary accountability for fiscal matters. The City is not included in any other governmental "reporting entity" as defined by Governmental Accounting and Financial Reporting Standards.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in GASB Statements No. 14 and 39 as amended by GASB Statement 61, *The Financial Reporting Entity: Omnibus, an amendment of GASB Statements No. 14 and No. 34.* These statements define the reporting entity as the primary government and those component units for which the primary government is financially accountable. In addition, component units may be included in the reporting entity based on the nature and significance of the relationship with the primary government or based on being closely related or financially integrated with the primary government. Based on these criteria, the City has the following component units at September 30, 2023:

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Discretely Presented Component Units

Celina Economic Development Corporation (CEDC) - CEDC serves all residents of the government and is governed by a board appointed by the City Council. The City Council may remove the CEDC board for cause. The City has the ability to impose its will on CEDC and the potential for financial benefit or burden from CEDC's operations. CEDC is a nonprofit corporation governed by Section 4A of the *Texas Development Corporation Act of 1979* and organized for the public purpose of aiding, promoting, and furthering economic development within the City of Celina, Texas.

Celina Community Development Corporation (CCDC) - CCDC serves all residents of the government and is governed by a board appointed by the City Council. The City Council may remove the CCDC board for cause. The City has the ability to impose its will on CCDC and the potential for financial benefit or burden from CCDC's operations. CCDC is a nonprofit corporation governed by Section 4B of the *Texas Development Corporation Act of 1979* and organized for the public purpose of the promotion and development of industrial and manufacturing enterprises to promote and encourage employment and the public welfare of the City of Celina, Texas.

Neither CEDC nor CCDC prepare separate financial statements.

Government-Wide and Fund Financial Statements

Government-wide financial statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole. The primary government and component units are presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees, fines and forfeitures, and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets and include fees to developers. These revenues are subject to externally imposed restrictions to these program uses. Taxes and other revenue sources not properly included with program revenues are reported as general revenues.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Fund Financial Statements

Fund financial statements are provided for governmental and proprietary funds. Major individual governmental funds and proprietary funds are reported in separate columns with composite columns for nonmajor funds.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP). The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

The government-wide statements, including the discretely presented component units, are prepared using the *economic resources measurement focus* and the *accrual basis of accounting* generally including the reclassification or elimination of internal activity (between or within funds). Proprietary fund financial statements report using this same measurement focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property tax revenues are recognized in the year for which they are levied while grants are recognized when granter eligibility requirements are met.

Governmental fund financial statements and the fund level statements of the discretely presented component units are prepared using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures are recorded when the related fund liability is incurred, except for general obligation bond, lease principal, pension and other postemployment benefit obligations, compensated absences, and interest which are reported as expenditures in the year due.

Major revenue sources susceptible to accrual include sales and use taxes, property taxes, franchise taxes, grant revenues, and investment income. In general, other revenues are recognized when cash is received.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for the proprietary fund are charges to customers for water and sewer sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as *non-operating* in the financial statements.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Fund Types and Major Funds

Governmental Funds

The City reports the following major governmental funds:

General Fund – reports as the primary operating fund of the City. This fund is used to account for all financial resources not reported in other funds.

Debt Service Fund – accounts for the accumulation of financial resources for the payment of principal and interest on the City's general obligation debt. The City annually levies ad valorem taxes restricted for the retirement of general obligation bonds, leases, and interest. This fund reports all such ad valorem taxes collected. This fund is designated as major.

Street Construction Fund – accounts for the financing and acquisition of major capital street projects. Fund resources are provided primarily through bond sales and interest earnings. This fund is designated as major.

Parkland Fees Fund – accounts for the financing and acquisition of major capital park projects. Fund resources are provided primarily through developer park contributions and grants. This fund is designated as major.

Bond Fund – accounts for the acquisition or construction of streets and other capital projects being financed through bond proceeds, or transfers from other funds.

Additionally, the City maintains the following nonmajor governmental funds:

Roadway Impact Fees Fund – accounts for the receipt and expenditure of roadway fees paid to the City.

Capital Equipment Replacement Fund - accounts for the financing and acquisition of capital public safety projects. Fund resources are provided primarily through fire and police fees.

Capital Acquisition Fund- accounts for the financing and acquisition of capital projects. Fund resources are provided primarily through bond sales and interest earnings.

Capital Projects Fund –accounts for the financing and acquisition of capital improvements. Fund resources are provided primarily through interlocal agreements, developers agreements and escrowed funds.

Roadway Capital Recovery Fees Fund – accounts for the receipt and expenditure of road capital recovery fees paid to the City.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Technology Fund – accounts for the receipt and expenditure of technology funds. Fund resources are provided primarily through technology fees.

Stabilization Fund – established to help the City maintain resiliency by ensuring adequate balance to cash flow requirements during economic turbulence.

Developer Capital Fees Fund – to account for Developer Fees paid to build capital projects per the agreements.

Court Special Revenue Fund – to account for the receipt and expenditure of court security and technology funds. Fund resources are provided primarily through contributions, donations, and court security fees.

Other Special Revenue Funds – to account for various grants, PEG fees, Law Enforcement, and Contributions/Donations to the City.

Proprietary Funds – The City reports the following major Proprietary fund:

Water and Sewer Fund – accounts for the operating activities of the City's water and sewer utilities services.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position Cash and Cash Equivalents

The City maintains cash and investment pools which are shared by the various governmental funds. In addition, non-pooled cash and investments are separately held and reflected in the respective individual funds. These pooled and non-pooled cash and investment pools are displayed on its respective balance sheet as "cash and cash equivalents".

Investments in external pools are stated at amortized cost and have not been classified in the fair value hierarchy.

The City reporting entity considers highly liquid investments (including restricted assets) with an original maturity of three months or less when purchased to be cash equivalents.

Inventories and Prepaids

Inventories consisting of expendable supplies held for consumption in governmental funds are reported using the expenditure method. Under this method, amounts paid for these items are reported as expenditures when purchased. Inventories, when material, are valued at cost stated on a first- in, first-out basis.

Prepaid items record payments to vendors that benefit future reporting periods and are reported on the consumption basis at cost on the government-wide and fund financial statements.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Lease Receivable

The City is a lessor for various noncancellable leases of its water towers. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines: (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses the lessee's rate, or the rate disclosed in the agreement. If the rate is not readily available, the City uses its incremental borrowing rate as the discount rate.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for *deferred outflows of resources*. This separate financial statement element represents a consumption of net assets that applies to a future reporting period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then.

The government reports deferred outflows related to deferred loss on bond refundings, pension and OPEB in the government-wide statement of net position.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Unavailable revenue, which arises only under a modified accrual basis of accounting, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from the following sources: leases, property taxes, fines, and ambulance billing. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition, the government reports deferred inflows related to leases, pension and OPEB in the government-wide statement of net position.

Subscription Assets

Subscription assets are initially recorded at the initial measurement of the subscription liability, plus subscription payments made at or before the commencement of the subscription-based information technology arrangement (SBITA) term, less any SBITA vendor incentives received from the SBITA vendor at or before the commencement of the SBITA term, plus capitalizable initial implementation costs. Subscription assets are amortized on a straight-line basis over the shorter of the SBITA term or the useful life of the underlying IT asset.

Capital, Lease and Subscription Assets, Depreciation, and Amortization

The City's property, plant, equipment, and infrastructure (including leased and subscription assets) with useful lives of more than one year are stated at historical cost, or if historical cost is not available, they are stated at estimated historical cost. Donated assets are reported at acquisition value. These assets are reported in the government-wide financial statements in the applicable governmental or business-type column or in the proprietary fund. The City maintains infrastructure asset records consistent with all other capital assets. The City generally capitalizes assets with a cost of $5,000 or more as purchase and construction outlays occur. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital, leased, and subscription assets are depreciated/amortized using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts and the resulting gain or loss is reported.

Estimated useful lives, in years, for depreciable assets are as follows:

Buildings	40
Road infrastructure	15-50
Water and sewer infrastructure and rights	20-40
Vehicles	5
Furniture, machinery, and equipment	5

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Long-term Debt and Bond Discounts/Premiums

In the government-wide and proprietary financial statements, outstanding debt is reported as liabilities. Bond discounts are capitalized and amortized over the shorter term of the old or new bonds using the straight-line method. Bond premiums are capitalized and amortized over the life of the new bonds using the effective interest method. Issuance costs are expensed.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures.

Escrow Deposits

The City collects and holds money from approved developer agreements and other private construction commitments assessed during the permitting process. The escrow deposits are either refunded once the developer has completely fulfilled their commitment or applied to revenue to reimburse for the City's cost in completing the obligation.

Lease Liability

The City is a lessee for noncancellable leases of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the City measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life for lease term, whichever is shorter.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Lease assets are reported with capital, lease, and subscription assets and lease liabilities are reported with long-term liabilities on the statement of net position.

Subscription Liability

The City contracts for noncancellable subscriptions of information technology software. The City recognizes a subscription liability and an intangible subscription asset (subscription asset) in the government-wide financial statements. The City recognizes subscription liabilities with an initial, individual value of $5,000 or more. At the commencement of a subscription, the City measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made.

Pensions

For purposes of measuring the net pension liability/(asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS' Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Defined Benefit Other Postemployment Benefit Plans

The City has a single-employer defined benefit other postemployment benefit (OPEB) plan (Plan). For purposes of measuring the total OPEB liability for the Plan, deferred outflows of resources and deferred inflows of resources related to the OPEB plan, and OPEB expense have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms for the Plan.

Compensated Absences

Full-time employees earn vacation leave for each month of work performed. Progressive accrual of vacation leave is based on the number of years the individual is employed by the City. After completion of a probationary period of employment, accrued vacation leave is paid upon termination of employment. Full-time employees also earn sick leave time. Unused sick leave is not paid upon termination of employment; therefore, no monetary obligation exists.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Compensated absences are reported as accrued in the government-wide, proprietary, and component unit financial statements. Governmental funds report only matured compensated absences payable to currently terminating employees. These are included in accrued salaries and benefits, as applicable.

Net Position

Net position represents the difference between assets, deferred outflows of resources, liabilities, and deferred inflows of resources of governmental and business-type activities and proprietary funds. The government-wide and proprietary fund financials utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net Investment in Capital Assets – This amount consists of capital and leased assets, net of accumulated depreciation/amortization and reduced by outstanding balances of bonds, notes, and other debt, that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are included in this component of net position.

Restricted Net Position – This amount is restricted by external parties such as creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position – This amount is the net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance

The City implemented GASB Statement 54 standards for the classification of fund balances in the governmental funds. The fund balances of governmental funds are defined as follows:

Nonspendable – amounts that cannot be spent either because they are in nonspendable form, such as inventory or prepaid items or because they are legally or contractually required to be maintained intact.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Restricted – amounts that can be spent only for specific purposes because of constraints that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the City Council. The City Council is the highest level of decision-making authority for the City. Commitments may be established, modified, or rescinded only through a formal resolution of the City Council.

Assigned – amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or through the City Council's delegation of this responsibility to City management through the budgetary process.

Unassigned – all other spendable amounts in the general fund. The General Fund is the only fund that reports a positive unassigned fund balance amount.

The City Council delegates the responsibility to assign funds to the City Manager, Director of Finance, or other designees.

When expenditures are incurred for which both restricted and unrestricted fund balance is available the City considers restricted funds to have been spent first. Similarly, committed funds are considered to have been spent first when there is a choice for the use of less restricted funds, then assigned, and then unassigned funds.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City is a participant in the Texas Municipal League (TML) Employees Health Insurance Fund, Texas Municipal League Workers' Compensation Joint Insurance Fund (WC Fund), and the Texas Municipal League Joint Self-Insurance Fund (Property-Liability Fund), a public entity risk pool operated by the Texas Municipal League Board for the benefit of individual governmental units located within Texas. The agreement provides that the trust established by TML will be self-sustaining through member premiums. The City pays annual premiums to TML for worker's compensation, general and auto liability, property damage, employee dishonesty, public officials' liability, and law enforcement professional liability coverage. The City does not anticipate any material additional insurance cost assessments as a result of participation in this risk management pool. There were no reductions in insurance coverage from the prior year. Settlements have not exceeded insurance coverage during any of the past three fiscal years.

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

Adoption of New Accounting Standards

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. This standard addresses the gap in current accounting guidance related to public-private and public-public partnerships (both referred to as PPPs) that do not meet the definition of a service concession arrangement. The adoption of this standard had no impact on the City.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. The implementation of this standard establishes a single model for subscription-based information technology arrangements (SBITAs) accounting based on the principle that contracts are financings of the right to use an underlying information technology software asset. The standard requires recognition of certain right-to-use subscription assets and subscription liabilities. As a result of implementing this standard the City recognized right-to-use subscription assets and liabilities. The adoption of this standard had no impact on beginning net position. The additional disclosures required by this standard are included in *Notes 6 and 7*.

Note 2: Stewardship, Compliance, and Accountability

Budgetary Information

The City Manager submits an annual budget to the City Council in accordance with the laws of the State of Texas and the city charter. The budget is presented to the City Council for review, budget workshops are held with the various City department officials, and public hearings are held to address priorities and the allocation of resources. Generally, in August, the City Council adopts the annual fiscal year budgets for all City operating funds. Once approved, the City Council may amend the legally adopted budget when unexpected modifications are required in estimated revenues and appropriations.

The legal level of budgetary control is at the fund level, but to help departments manage resources a detailed line-item budget is prepared for internal use. Each fund's approved budget is prepared on a detailed line-item basis. Revenues are budgeted by source. Expenditures are budgeted by department and class as follows: personnel services and related fringe benefits, supplies, other services and charges, capital outlay, transfers, and debt service. Expenditures may not exceed appropriations at the department level. Within this control level, management may transfer appropriations between line items. Line-item transfers within a department are not subject to final review by the City Council. Budget revisions and line-item transfers are subject to final review by the City Council. Revisions to the budget were made throughout the year.

Note 2: Stewardship, Compliance, and Accountability (Continued)

Annual budgets for the General Fund, Debt Service Fund and Water and Sewer Fund are legally adopted on a basis consistent with generally accepted accounting principles. The capital projects fund is appropriated on a project-length basis. Other special revenue funds do not have appropriated budgets since other means control the use of these resources and sometimes span a period of more than one fiscal year.

The budgets for the operating funds are prepared on the cash and expenditure basis. Revenues are budgeted in the year receipt is expected; and expenditures, which do not include encumbrances, are budgeted in the year that the liability is to be incurred. The Debt Service Fund budget is prepared to provide funding for general obligation debt service when liabilities are due for payment. The General Fund budget and actual included in the basic financial statements is presented on these bases. Unexpended appropriations for annually budgeted funds lapse at fiscal year-end.

Note 3: Deposits and Investments

Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be returned, or the City will not be able to recover collateral securities in the possession of an outside party. The City's policy requires deposits to be fully secured by collateral valued at market or par, whichever is lower, less the amount of Federal Deposit Insurance Corporation (FDIC) insurance. Deposited funds may be invested in certificates of deposit in institutions with an established record of fiscal health. Collateral agreements must be approved prior to deposit of funds. The City Council approves authorized depository institutions based on the recommendations of City management.

Deposits of City of Celina, Texas (primary government), CEDC and CCDC were fully insured or collateralized with securities held by the City, CEDC, CCDC, its agent, or by the pledging financial institution's trust department or agent in the name of the City, CEDC or CCDC, respectively.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Generally, the City's investing activities are managed under the custody of the Finance Director. Investing is performed in accordance with investment policies adopted by the City Council in compliance with the *Public Funds Investment Act* (PFIA).

City investment policy and the PFIA generally permit the City to invest in FDIC insured or fully collateralized certificates of deposit, fully collateralized repurchase agreements, public funds investment pools, obligations of the United States of America or its agencies, direct obligations of the State of Texas and obligations of agencies, counties, cities, and other political subdivisions of Texas having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. During the year ended September 30, 2023, the City did not own any types of securities other than those permitted by the City investment policy or the *Public Funds Investment Act*.

Note 3: Deposits and Investments (Continued)

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Investments held for longer periods are subject to increased risk of adverse interest rate changes. City policy generally requires investment maturities to correspond to anticipated cash flow needs. City policy further states that volatile investment instruments shall be avoided and that nonmarketable instruments with maturities beyond one month shall not exceed 30 percent of the portfolio. In addition, investment maturities shall not exceed the following limits:

Operating funds – 30 days

Capital project funds – corresponding draw schedules

Debt service funds – corresponding payment dates, not to exceed (6) six months

Bond reserve funds – (5) five years

External Investment Pools: The City's pooled investments as of September 30, 2023, were invested in TexPool.

The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an Advisory Board composed both of participants in TexPool and of other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure. Finally, TexPool is rated AAAm by Standard & Poor's. TexPool is not registered with the Securities and Exchange Commission (SEC) as an investment company.

Investments in TexPool are carried at amortized cost and are reported as cash equivalents in the accompanying financial statements.

Concentration of credit risk is the risk of loss attributed to the magnitude of the City's investment in a single issuer. City policy requires that the risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types to eliminate the risk of loss from over-concentration of assets in a specific issuer, or a specific class of securities.

For investments, **custodial credit risk** is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities in the possession of an outside party. The City's policy on safekeeping and custody requires that investments shall be secured through safekeeping agreements. All investment funds shall be placed directly with qualified financial institutions selected through the City's banking procurement process. All transactions shall be executed on a delivery versus payment basis.

Note 4: Receivables

Proprietary Fund Receivables, Uncollectible Accounts, and Unearned Revenue

Significant receivables include amounts due from customers primarily for utility services. The Proprietary Fund reports accounts receivable net of an allowance for uncollectible accounts and revenues net of uncollectible amounts. The allowance amount is estimated using accounts receivable past due more than 60 to 90 days. Unearned revenue of $583,886 in the proprietary fund represents grant proceeds received in advance related to the Coronavirus State and Local Fiscal Recovery Fund but have not yet been earned.

The following is the detail of the Proprietary Fund receivables and the related allowance for uncollectible accounts:

Accounts receivable, gross	$ 3,824,443
Grants receivable	3,000
Less: allowance for uncollectible accounts	(378,511)
Net accounts receivable	$ 3,448,932

Property Taxes Receivable, Unearned Revenues, and the Property Tax Calendar

Property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and personal property located in the City. Assessed value represents the appraisal value less applicable exemptions authorized by the City Council. The Appraisal Board of Review establishes appraised values at 100.00% for estimated fair value. A tax lien attaches to the property on January 1 of each year, to secure the payment of all taxes, penalties and interest ultimately imposed for the year on that property, whether or not the taxes are imposed in the year the lien attaches. Taxes are due on October 1 immediately following the levy date and are delinquent after the following January 31st.

The property tax rate for the year ended September 30, 2023 was .6348 per $100 of the assessed valuation on taxable property.

The following is a summary of the overall tax rate as levied by fund:

Maintenance and operations – General Fund	.3727
Interest and sinking – Debt Service Fund	.2621
Total tax rate	.6348

Note 4: Receivables (Continued)

In the governmental fund financial statements, property taxes are recorded as receivables in each of the respective funds on the tax levy date with appropriate allowances for estimated uncollectible amounts. At fiscal year-end, property tax receivables represent delinquent taxes. If delinquent taxes are not paid within 60 days of year-end, they are recorded as deferred inflows of resources – unavailable revenue.

In the government-wide financial statements, property taxes receivable and related revenue include all amounts due the City with a fifteen percent (15.00%) allowance for estimated uncollectible amounts regardless of when cash is received. Over time substantially all property taxes are collected.

Allowance for Uncollectible Taxes

The City records an allowance for uncollectible property taxes in order to estimate the amount of taxes that will ultimately prove to be uncollectible. Management has determined that an allowance in the amount of fifteen percent (15.00%) of the property taxes receivable in each of the applicable fund types should be adequate to provide for uncollectible property taxes. No provisions are made for uncollectible sales tax receivables, or grants receivable as management estimates that these amounts will be fully collectible.

Fines and Court Costs Receivable and Related Allowances

In the government-wide financial statements, the City records fines and court costs receivable net of amounts estimated to be uncollectible and net of any amounts that would be due to other governmental entities as a result of collection. Management has determined the estimate of uncollectible fines and court costs through an analysis of actual amounts collected subsequent to year end. Amounts due to other governmental entities have been determined based on distribution requirements of the State of Texas.

The following is the detail of the governmental fund receivables and the related allowance for uncollectible accounts:

	General Fund	Debt Service Fund	Other Governmental Fund	Total Governmental Funds
Sales tax	$ 750,570	$ -	$ -	$ 750,570
Property tax	317,100	160,133	-	477,233
EMS	975,961	-	-	975,961
Other	1,455,008	-	59,313	1,514,321
Less: Allowance for doubtful accounts	(1,407,998)	(24,020)	-	(1,432,018)
Total	$ 2,090,641	$ 136,113	$ 59,313	$ 2,286,067

Note 5: Lease Receivable

The City leases a portion of its property to various cell phone companies who use the space to conduct their operations, the terms of which expire 2038 through 2049. The measurement of the lease receivable is based on the present value of lease payments expected to be received during the lease term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, residual value guarantee payments that are fixed in substance, and any lease incentives payable to the lessee.

The City recognized $63,204 in lease revenue and $96,708 in interest revenue during the current fiscal year related to this lease. As of September 30, 2023, the City's receivable for lease payments was $2,827,770. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of September 30, 2023, the balance of the deferred inflow of resources was $2,675,353.

The following is a schedule by year of minimum payments to be received under the City's leases that are included in the measurement of the lease receivable as of September 30, 2023:

	Governmental Activities		
Year Ending September 30,	Principal	Interest	Total Receipts
2024	$ 69,591	$ 94,252	$ 163,843
2025	76,710	91,899	168,609
2026	83,076	89,308	172,384
2027	88,522	86,534	175,056
2028	94,242	83,571	177,813
2029-2033	586,492	364,716	951,208
2034-2038	785,509	249,822	1,035,331
2039-2043	764,634	112,121	876,755
2044-2048	208,932	29,334	238,266
2049	70,062	830	70,892
Totals	$ 2,827,770	$ 1,202,387	$ 4,030,157

Note 6: Capital, Lease and Subscription Assets

Capital, lease, and subscription asset activity for the year ended September 30, 2023, was as follows:

	Beginning*	Increases	Decreases/Transfers	Ending
Governmental Activities				
Nondepreciable capital assets:				
Land	$ 35,157,105	$ 16,945,335	$ 30,250	$ 52,132,690
Construction in progress	39,706,453	52,619,505	(17,947,525)	74,378,433
Total nondepreciable capital assets	74,863,558	69,564,840	(17,917,275)	126,511,123
Depreciable capital assets				
Buildings and improvements	20,240,552	-	-	20,240,552
Parks	12,540,170	-	14,935,436	27,475,606
Road infrastructure	91,402,374	38,482,973	2,658,409	132,543,756
Furniture and equipment	4,557,025	584,508	264,542	5,406,075
Right-to-use leased equipment	-	538,552	-	538,552
Subscription asset	131,220	-	-	131,220
Vehicles	8,882,079	1,991,098	(29,837)	10,843,340
Total depreciable capital assets	137,753,420	41,597,131	17,828,550	197,179,101
Total capital assets	212,616,978	111,161,971	(88,725)	323,690,224
Less: accumulated depreciation/amortization				
Buildings and improvements	2,571,916	742,233	-	3,314,149
Parks	3,250,777	416,887	-	3,667,664
Road infrastructure	12,834,312	2,927,412	-	15,761,724
Furniture and equipment	3,404,841	457,455	-	3,862,296
Right-to-use leased equipment	-	107,710	-	107,710
Subscription asset	-	26,244	-	26,244
Vehicles	4,422,802	1,138,310	-	5,561,112
Total accumulated depreciation/amortization	26,484,648	5,816,251	-	32,300,899
Capital, lease and subscription assets, net	$ 186,132,330	$ 105,345,720	$ (88,725)	$ 291,389,325

*Fiscal year 2022 amounts have been restated for GASB 96 adoption.

Note 6: Capital Lease and Subscription Assets (Continued)

	Beginning	Increases	Decreases/Transfers	Ending
Business-Type Activities				
Nondepreciable capital assets:				
Land	$ 7,980,894	$ -	$ -	$ 7,980,894
Water rights	-	17,299,949	-	17,299,949
Construction in progress	36,022,248	48,131,599	(5,828,798)	78,325,049
Total nondepreciable capital assets	44,003,142	65,431,548	(5,828,798)	103,605,892
Depreciable capital assets				
Buildings and improvements	43,769	-	-	43,769
Water & Sewer infrastructure	165,545,868	57,403,830	5,656,899	228,606,597
Vehicles	1,216,814	536,564	(67,065)	1,686,313
Equipment	2,298,177	288,930	167,921	2,755,028
Total depreciable capital assets	169,104,628	58,229,324	5,757,755	233,091,707
Total capital assets	213,107,770	123,660,872	(71,043)	336,697,599
Less: accumulated depreciation				
Buildings and improvements	32,280	1,094	-	33,374
Water & Sewer infrastructure	19,983,842	5,505,672	-	25,489,514
Vehicles	816,682	84,656	-	901,338
Equipment	825,852	219,369	-	1,045,221
Total accumulated depreciation	21,658,656	5,810,791	-	27,469,447
Capital assets, net	$ 191,449,114	$ 117,850,081	$ (71,043)	$ 309,228,152

Depreciation and amortization expense for governmental activities was charged to functions of the City as follows:

Administration	$ 204,262
Fire and emergency services	998,679
Road infrastructure	3,069,076
Facilities Maintenance	10,002
Parks	449,665
Police department	519,235
Development services	354,614
Library	23,351
Information technology	138,412
Marketing	4,142
Engineering	42,658
Court	2,155
Total	$ 5,816,251

Note 6: Capital Lease and Subscription Assets (Continued)

Depreciation expense recorded in business-type activities and the Proprietary Fund was $5,810,791.

The City of Celina has active construction projects as of September 30, 2023. The projects include streets, water and wastewater, drainage, public safety, park, and general government improvements. At year-end, the City of Celina's commitments with contractors are as follows:

Project	Remaining Commitment
Water/wastewater improvements	$ 31,302,095
Parks and recreation	5,851,064
Public safety	18,400,625
Drainage improvements	39,116
Road improvements	23,326,342
General government	2,550,358
	$ 81,469,600

Note 7: Long-term Obligations

The following is a summary of long-term debt transactions for the City for the year ended September 30, 2023:

	Beginning Balance*	Increase	Decrease	Ending Balance	Due Within One Year
Governmental Activities					
Bonds Payable					
General obligation bonds	$ 10,010,000	$ -	$ (870,000)	$ 9,140,000	$ 900,000
Tax and waterworks and sewer system certificates of obligation	133,215,000	53,892,659	(2,605,000)	184,502,659	5,175,000
	143,225,000	53,892,659	(3,475,000)	193,642,659	6,075,000
Issuance premium	11,899,585	4,611,356	(1,279,126)	15,231,815	1,432,630
Total bonds payable	155,124,585	58,504,015	(4,754,126)	208,874,474	7,507,630
Lease liability	-	538,552	(117,760)	420,792	98,109
Subscription liability	131,220	-	(28,693)	102,527	23,905
Arbitrage liability	-	316,200	-	316,200	-
Compensated absences	1,194,320	568,941	(298,580)	1,464,681	366,171
Governmental activities Long-term debt	$ 156,450,125	$ 59,927,708	$ (5,199,159)	$ 211,178,674	$ 7,995,815
Business-type Activities					
Bonds Payable					
General obligation bonds	$ 430,000	$ -	$ (430,000)	$ -	$ -
Tax and waterworks and sewer system certificates of obligation	129,290,000	37,167,341	(4,970,000)	161,487,341	6,040,000
	129,720,000	37,167,341	(5,400,000)	161,487,341	6,040,000
Issuance premium	9,359,301	3,180,244	(1,017,184)	11,522,361	1,115,395
Total bonds payable	139,079,301	40,347,585	(6,417,184)	173,009,702	7,155,395
Note payable	700,051	17,299,949	-	18,000,000	1,000,000
Arbitrage liability	-	208,890	-	208,890	-
Compensated absences	90,396	10,965	(22,599)	78,762	19,961
Business-type activities Long-term debt	$ 139,869,748	$ 57,867,389	$ (6,439,783)	$ 191,297,354	$ 8,175,356

*Fiscal year 2022 amounts have been restated for GASB 96 adoption.

Note 7: Long-term Obligations (Continued)

Long-term Obligations Supporting Governmental Activities

The government issues general obligation bonds and certificates of obligation to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and certificates of obligation have been issued for governmental activities and are direct obligations and pledge the full faith and credit of the government. These bonds and certificates generally are issued as serial bonds with equal amounts of principal maturing each year with maturities of 20 years. General obligation bonds and certificates of obligation are to be repaid with property taxes levied for debt service and recorded by the Debt Service fund. The City's borrowing capacity is restrained by maintaining the City's debt at a responsible level.

Interest expense for governmental activities was $4,657,447 and is reported as a separate line item in the statement of activities.

Business-type Activities - Revenue Bonds

Revenue bonds consist of debt issued to support activities of the Proprietary (Water and Sewer) Fund. In addition to being backed by the full faith and credit of the City, revenue bonds are secured by a lien on and a pledge of the surplus revenues of the water and sewer system.

During fiscal year 2023, the City entered into an agreement with Marilee Special Utility District, for the purchase of 20,754 acres of Marilee Certificates of Convenience and Necessity (CCN) area for a total of $18,000,000 (when considering outstanding balance due under previous agreement) over eleven annual installments. This new agreement voided the previous agreement that was entered into during fiscal year 2020.

	Business-type Activities	
Year Ending September 30	Note Payable	Total Required
2024	$ 1,000,000	$ 1,000,000
2025	1,000,000	1,000,000
2026	1,000,000	1,000,000
2027	2,000,000	2,000,000
2028	2,000,000	2,000,000
2029-2033	10,000,000	10,000,000
2034	1,000,000	1,000,000
Totals	$ 18,000,000	$ 18,000,000

Note 7: Long-term Obligations (Continued)

Interest expense for business-type activities and the Proprietary (Water and Sewer) Fund was $4,226,596 for the year.

Compensated absences are paid from the fund responsible for the employee's compensation with significant liabilities payable from the General Fund and Water and Sewer Fund.

Debt Service Requirements to Maturity

The annual debt service requirements to maturity for bonded debt are as follows at year end:

	Governmental Activities		
Year Ending September 30	Bond Principal	Bond Interest	Total Required
2024	$ 6,075,000	$8,152,792	$ 14,227,792
2025	6,530,000	7,139,819	13,669,819
2026	7,570,000	6,881,763	14,451,763
2027	8,285,000	6,552,800	14,837,800
2028	8,650,000	6,179,844	14,829,844
2029-2033	47,885,000	2,574,231	50,459,231
2034-2038	50,045,000	16,542,731	66,587,731
2039-2043	34,650,000	8,980,569	43,630,569
2044-2048	23,952,659	3,086,650	27,039,309
Totals	$ 193,642,659	$ 66,091,199	$ 259,733,858

	Business-type Activities		
Year Ending September 30	Bond Principal	Bond Interest	Total Required
2024	$ 6,040,000	$6,954,745	$ 12,994,745
2025	6,505,000	6,169,419	12,674,419
2026	6,795,000	5,891,106	12,686,106
2027	7,090,000	5,581,869	12,671,869
2028	7,400,000	5,271,306	12,671,306
2029-2033	41,720,000	21,504,300	63,224,300
2034-2038	43,470,000	13,479,438	56,949,438
2039-2043	23,355,000	7,094,425	30,449,425
2044-2048	19,112,341	2,458,400	21,570,741
Totals	$ 161,487,341	$ 74,405,008	$ 235,892,349

Note 7: Long-term Obligations (Continued)

Current Year Bond Issuances

In April 2023, the City issued Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2023 in the amount of $91,060,000 for the purpose of: (i) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way, (ii) acquiring, designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles, (iii) acquiring and equipping telecommunication, wireless communication, and information technology system equipment, (iv) designing, constructing, equipping and improving a municipal government facility, (v) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way, (vi) acquiring, designing and constructing a municipal parking facility, including the acquisition of land and rights-of-way, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way. Interest will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2023. The bonds were issued with a premium of $7,791,600 and an interest rate of 5.0%.

Special Assessment Revenue Bonds

From time to time the City issues Special Assessment Revenue Bonds. Total bond principal outstanding for these issues is $345,862,000 at year-end. Proceeds of the bonds were deposited into trust accounts with U.S. Bank N.A. (U.S. Bank) for the purpose of funding improvements. U.S. Bank serves as trustee, for the benefit of the bond holders, for these funds as well as any and all other property or money of every name and nature, which is, from time-to-time hereafter by delivery or in writing of any kind, conveyed, pledged, assigned, or transferred to the trustee. The City has no direct or contingent liability or moral obligation for the payment of this debt; therefore, this debt is not recorded as long-term debt of the City.

Lease Liability

The City leases certain equipment to conduct its operations, the term of which expires 2027. The measurement of lease payables is based on the present value of lease payments expected to be paid during the lease term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, residual value guarantee payments that are fixed in substance, and any lease incentives payable to the lessee.

An initial lease liability was recorded in the amount of $538,552 during fiscal year 2023. As of September 30, 2023, the value of the lease liabilities was $420,792. An incremental borrowing rate of 4.67 percent was used to measure the lease liabilities. The value of the right-to-use assets as of September 30, 2023 was $538,552 and had accumulated amortization of $107,710.

Note 7: Long-term Obligations (Continued)

The future principal and interest payments for the lease liability as of September 30, 2023 are as follows:

	Governmental Activities		
Year Ending September 30,	Principal	Interest	Total Required
2024	$ 98,109	$ 15,451	$ 113,560
2025	102,691	10,673	113,364
2026	107,486	5,672	113,158
2027	112,506	437	112,943
Totals	$ 420,792	$ 32,233	$ 453,025

Subscription Liability

The City has subscription IT arrangements to conduct its operations, the terms of which expire 2024 through 2027. The measurement of the subscription liabilities is based on the present value of subscription payments expected to be paid during the subscription term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, residual value guarantee payments that are fixed in substance, and any subscription incentives payable.

An initial subscription liability was recorded in the amount of $131,220. As of September 30, 2023, the value of the subscription liabilities was $102,527. An incremental borrowing rate of 4.67 percent was used to measure subscription liabilities. The value of the right-to-use subscription assets as of September 30, 2023 was $131,220 and had accumulated amortization of $26,244.

The future principal and interest payments for subscription liabilities as of September 30, 2023, are as follows:

	Governmental Activities		
Year Ending September 30,	Principal	Interest	Total Required
2024	$ 23,905	$ 3,765	$ 27,670
2025	25,021	2,601	27,622
2026	26,189	1,382	27,571
2027	27,412	107	27,519
Totals	$ 102,527	$ 7,855	$ 110,382

Note 8: Defined Benefit Pension Plan

Plan Description

The City of Celina, Texas participates as one of over 900 plans in the defined benefit plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the *TMRS Act*, Subtitle G, Title 8, Texas Government Code (TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS' s defined benefit pension plan is a tax-qualified plan under Section 40I (a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report that can be obtained at *www.tmrs.com.* All eligible employees of the City are required to participate in TMRS.

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75.00% of the member's deposits and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

Employee deposit rate	7.0%
Matching ratio (City to Employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age, 5 years at age 60 and above
Updated service credit	75% Repeating
Annuity increase to retirees	50% of CPI Repeating

Note 8: Defined Benefit Pension Plan (Continued)

At the December 31, 2022, valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit	27
Inactive employees entitled to but not yet receiving benefits	147
Active employees	227
	401

Contributions

The contribution rates for employees in TMRS are either 5.00%, 6.00%, or 7.00% of employee gross earnings, and the City matching percentages are either 100.00%, 150.00% or 200.00%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each City is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees of the City were required to contribute 7.00% of their annual gross earnings during the fiscal year. The contribution rates for the City were 6.49% and 6.33% in calendar years 2023 and 2022, respectively. The City's contributions to TMRS for the year ended September 30, 2023, were $2,065,125 and were equal to the required contributions.

Net Pension Liability/(Asset)

The City's Net Pension Liability/(Asset) (NPL) was measured as of December 31, 2022, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability/(Asset) was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75% per year
Investment Rate of Return	6.75%, net of position plan investment expense, including inflation

Note 8: Defined Benefit Pension Plan (Continued)

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2023 are summarized in the following table:

Note 8: Defined Benefit Pension Plan (Continued)

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	35.00%	7.70%
Core Fixed Income	6.00%	4.90%
Non-Core Fixed Income	20.00%	8.70%
Other Public and Private Markets	12.00%	8.10%
Real Estate	12.00%	5.80%
Hedge Funds	5.00%	6.90%
Private Equity	10.00%	11.80%
Total	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability (Asset)

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Liability (Asset) (A - B)
Balance at October 1, 2022	$ 13,451,514	$ 14,537,300	$ (1,085,786)
Changes for the year:			
Service Cost	2,929,377	-	2,929,377
Interest	1,185,730	-	1,185,730
Change of benefit terms	2,786,294	-	2,786,294
Difference between expected and actual experience	556,565	-	556,565
Contributions – employer	-	1,076,062	(1,076,062)
Contributions – employee	-	1,209,059	(1,209,059)
Net investment income	-	(1,067,722)	1,067,722
Benefit payments, including refunds of employee contributions	(272,258)	(272,258)	-
Administrative expense	-	(9,183)	9,183
Other changes	-	10,958	(10,958)
Net changes	7,185,708	946,916	6,238,792
Balance at September 30, 2023	$ 20,637,222	$ 15,484,216	$ 5,153,006

Note 8: Defined Benefit Pension Plan (Continued)

Sensitivity of The Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1- percentage -point lower (5.75%) or 1- percentage-point higher (7.75%) than the current rate:

	1 % Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	$ 8,901,845	$ 5,153,006	$ 2,151,976

Pension Plan Fiduciary Net Position

Detailed information about the pension plan' s Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained at *www.tmrs.com.*

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the City recognized pension expense of $5,044,703.

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 460,022	$ 32,800
Changes in actuarial assumptions	-	62
Difference between projected and actual investment earnings	1,047,668	-
Contributions subsequent to the measurement date	1,793,931	-
Total	$ 3,301,621	$ 32,862

Note 8: Defined Benefit Pension Plan (Continued)

$1,793,931 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a decrease to the net pension liability for the year ending September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2024	$ 217,391
2025	341,599
2026	359,267
2027	513,446
2028	43,125
Total	$ 1,474,828

Note 9: Postemployment Benefits Other Than Pensions (OPEB)

Plan description - The City maintains a single-employer defined benefit group-term life insurance plan known as the TMRS Supplemental Death Benefits Fund (SDBF). The plan is administered by the TMRS. This is a voluntary program in which the City elected, by ordinance, to provide group-term life insurance coverage for their active members, including retirees. As the SDBF covers both active and retiree participants, with no segregation of assets, the SDBF is considered to be an unfunded other postemployment benefit (OPEB) plan (i.e., no assets are accumulated in a trust that meets the criteria in paragraph four of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions).*

Benefits provided - The death benefit for active employees provides a lump-sum payment approximately equal to the employee 's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an OPEB and is a fixed amount of $7,500.

Note 9: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

Employees Covered by Benefit Terms

At the December 31, 2022 actuarial valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	18
Inactive employees entitled to but not yet receiving benefits	19
Active employees	227
Total	264

Contributions

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers.

The City's SDBF contribution rate for all covered employees of the City in calendar years 2023 and 2022 was .20% and .10%, respectively. The City's contributions for all covered employees to the TMRS SDBF for the fiscal years ended September 30, 2023 and 2022, were $35,054 and $17,093, respectively, which equaled the required contributions for each year. The retiree portion of this contribution rate (OPEB portion) was 0.00% of covered payroll in calendar years 2023 and 2022.

Total OPEB Liability

The City's total OPEB liability (TOL) of $158,609 was measured as of December 31, 2022, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs:

Inflation	2.50% per year
Salary Increase	3.50% to 11.50% including inflation
Discount Rate	4.05% (1.84% in prior year)

Note 9: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

Mortality rates for retirees and beneficiaries are based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements. For disabled annuitants, the mortality tables for healthy retirees are used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5 percent and 3 percent minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation.

Discount Rate

The current year discount rate used to measure the total OPEB liability was 4.05% and was based upon the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2022. The prior year discount rate used to measure the total OPEB liability was 1.84% and was based upon the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2021.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at October 1, 2022	$ 235,328
Changes for the year:	
Service cost	58,726
Interest on total OPEB liability	4,854
Differences between expected & actual experience	(28,874)
Changes in assumptions and other inputs	(109,698)
Benefit payments*	(1,727)
Net changes	(76,719)
Balance at September 30, 2023	$ 158,609

*Due to the SBDF being considered an unfunded OPEB plan under GASB Statement No. 75, benefit payments are treated as being equal to the employer's yearly contribution for retirees.

Note 9: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

The SDBF does not incur TMRS Administrative Expenses. The City is charged, and the administrative expenses are paid through the TMRS Defined Benefit Pension Plan recorded under GASB Statement No. 68.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 4.05%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.05%) or 1-percentage-point higher (5.05%) than the current rate:

	1 % Decrease (3.05%)	Discount Rate (4.05%)	1% Increase (5.05%)
Total OPEB liability	$ 199,579	$ 158,609	$ 128,162

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2023, the City recognized OPEB expense of $51,309. At year-end, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 70	$ 49,912
Changes in assumptions and other inputs	49,204	100,373
Contributions made subsequent to measurement date	30,744	-
Total	$ 80,018	$ 150,285

Note 9: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

$30,744 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended September 30:	Amount
2024	$ (12,271)
2025	(12,271)
2026	(12,271)
2027	(12,820)
2028	(12,407)
Thereafter	(38,971)
Total	$ (101,011)

Note 10: Deferred Compensation Plan

The City offers its employees a defined contribution, deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan is administered by ICMA Retirement Corporation, and the Trustee is VantageTrust Company. Benefit provisions are contained in the plan document and were established and can be amended by the action of City Council. All assets and income are held in trust for the exclusive benefit of participants and their beneficiaries; therefore, it is not reported in the financial statements of the City.

The plan, available to all full-time City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. The City does not contribute to the plan.

Note 11: Transfers and Payments Within the Reporting Entity

Transfers and Payments

Transfers and payments within the reporting entity are substantially for the purposes of funding capital projects and asset acquisitions, transferring bond proceeds between funds, or maintaining debt service on a routine basis. Resources are accumulated in a fund to support and simplify the administration of various projects or programs. The following schedule reports transfers and payments within the reporting entity:

Fund	Transfers In	Transfers Out
General Fund	$ 930,999	$(11,345,914)
Debt Service Fund	-	(1,855,000)
Street Construction Fund	2,500,000	-
Bond Fund	185,434	-
Nonmajor Governmental Funds	9,595,915	(185,602)
Water and Sewer Fund	174,168	-
	$ 13,386,516	$(13,386,516)

General Fund transfers-out is made up of several significant items. First, the City contributed 2.5 million to the Street Maintenance fund during fiscal year 2023. In addition, the General Fund transferred $5 million to the Stabilization Fund, $2.70 million was transferred to the Capital Acquisitions Fund for various projects, $300,000 was transferred to the Technology Fund, and $845,915 was transferred to the City's Vehicle Replacement Program. Bond Fund transfers were to the General Fund, Developer Capital Fees, and Water and Sewer and were used for capital outlays. Finally, the Other Special Revenue Fund transferred monies to the Debt Service Fund.

Note 12: Contingencies

The City participates in various state and federal grant programs and contracts which are subject to financial and compliance audits by the grantors or their representatives. Audits of these programs for the year ended September 30, 2023, have not been conducted. Accordingly, the City's compliance with applicable grant and contract requirements will be established at some future date. The City expects that costs disallowed by these various awarding agencies, if any, would be minimal.

Note 13: Litigation

From time to time, the City is involved in litigation in the ordinary course of business. City management considers the likelihood of any material liability resulting from this litigation to be remote.

Note 14: UTRWD Contractual Requirements

The City has entered into a Participating Member Contract with Upper Trinity Regional Water District (UTRWD) for the use of sewer capacity in the Northeast Regional Water Reclamation System (Doe Branch Plant). In return for the utilization of 1,320,000 gallons of capacity at the Doe Branch Plant, along with the interceptor project, the City will pay annual facilities charges to UTRWD ranging from $810,335 to $1,583,230 beginning in fiscal year 2022 and continuing through fiscal year 2048. Fiscal year 2023 expense associated with this agreement was $1,593,675.

The following is a summary of the City's contractual requirements for future payments under the agreements with UTRWD by year for next five years and in total thereafter:

Year Ending September 30,	Annual Requirement
2024	$ 1,575,525
2025	1,575,935
2026	1,578,910
2027	1,576,130
2028	1,580,855
Thereafter	23,891,805
Total required	$ 31,779,160

Note 15: Future Accounting Pronouncements

The GASB has issued the following new statements to be implemented in future years.

GASB Statement No. 100, *Accounting Changes and Error Corrections*—an amendment of GASB Statement No. 62 (GASB 100):

This statement improves the clarity and requirements for accounting changes and error corrections. This statement will be effective for the City in fiscal year 2024. The City will evaluate the potential impact on the City's net position.

GASB Statement No. 101, *Compensated Absences* (GASB 101):

This statement addresses the recognition and measurement of compensated absences. This statement will be effective for the City in fiscal year 2025. The City will evaluate the potential impact on the City's net position.

Note 15: Future Accounting Pronouncements (Continued)

GASB Statement No. 102, *Certain Risk Disclosures* (GASB 102):

This statement requires governments to disclose information about certain concentrations or constraints that could affect services provided or the ability to meet obligations as they come due. This statement will be effective for the City in fiscal year 2025. The City will evaluate the potential impact on the City's net position.

Required Supplementary Information

Life Connected.

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City of Celina, Texas

Schedule of Changes in Net Pension Liability (Asset) and Related Ratios

Last Nine Measurement Years

	Measurement Year								
	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service Cost	$ 2,929,377	$ 1,813,918	$ 1,587,716	$ 1,389,740	$ 1,074,389	$ 760,238	$ 634,724	$ 477,763	$ 349,532
Interest (on the Total Pension Liability)	1,185,730	798,870	653,756	532,994	434,173	356,068	297,354	246,793	204,236
Changes of benefit terms	2,786,294	-	-	-	-	-	-	-	-
Difference between expected and actual experience	556,565	7,226	(39,432)	(31,250)	6,080	(3,776)	(42,188)	(33,873)	11,213
Change of assumptions	-	-	-	(150)	-	-	-	164,970	-
Benefit payments, including refunds of employee contributions	(272,258)	(193,295)	(137,309)	(265,215)	(151,399)	(73,590)	(92,022)	(16,986)	(25,289)
Net Change in Total Pension Liability	7,185,708	2,426,719	2,064,731	1,626,119	1,363,243	1,038,940	797,868	838,667	539,692
Total Pension Liability – Beginning	13,451,514	11,024,795	8,960,064	7,333,945	5,970,702	4,931,762	4,133,894	3,295,227	2,755,535
Total Pension Liability – Ending	$ 20,637,222	$ 13,451,514	$ 11,024,795	$ 8,960,064	$ 7,333,945	$ 5,970,702	$ 4,931,762	$ 4,133,894	$ 3,295,227
Plan Fiduciary Net Position									
Contributions – employer	$ 1,076,062	$ 857,813	$ 772,210	$ 650,019	$ 504,822	$ 357,923	$ 241,159	$ 188,960	$ 96,209
Contributions – employee	1,209,059	957,574	835,640	717,947	558,331	393,323	325,261	258,850	201,034
Net Investment income	(1,067,722)	1,496,793	705,428	1,095,951	(190,540)	691,169	285,732	5,594	190,520
Benefit payments, including refunds of employee contributions	(272,258)	(193,295)	(137,309)	(265,215)	(151,399)	(73,590)	(92,022)	(16,986)	(25,289)
Administrative expense	(9,183)	(6,892)	(4,545)	(6,169)	(3,673)	(3,576)	(3,223)	(3,406)	(1,988)
Other	10,958	47	(177)	(185)	(191)	(181)	(174)	(168)	(163)
Net Change in Plan Fiduciary Net Position	946,916	3,112,041	2,171,247	2,192,348	717,350	1,365,068	756,733	432,844	460,323
Plan Fiduciary Net Position – Beginning	14,537,300	11,425,260	9,254,013	7,061,665	6,344,315	4,979,247	4,222,514	3,789,670	3,329,347
Plan Fiduciary Net Position – Ending	$ 15,484,216	$ 14,537,300	$ 11,425,260	$ 9,254,013	$ 7,061,665	$ 6,344,315	$ 4,979,247	$ 4,222,514	$ 3,789,670
Net Pension Liability (Asset) – Ending	$ 5,153,006	$ (1,085,786)	$ (400,465)	$ (293,949)	$ 272,280	$ (373,613)	$ (47,485)	$ (88,620)	$ (494,443)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	75.03%	108.07%	103.63%	103.28%	96.29%	106.26%	100.96%	102.14%	115.00%
Covered Payroll	$ 17,272,272	$ 13,679,622	$ 11,937,718	$ 10,256,387	$ 7,976,159	$ 5,618,903	$ 4,646,591	$ 3,697,854	$ 2,871,910
Net Pension Liability (Asset) as a Percentage of Covered Payroll	29.83%	-7.94%	-3.35%	-2.87%	3.41%	-6.65%	-1.02%	-2.40%	-17.22%

The information in this schedule has been determined as of the measurement date (December 31) of the City's net pension liability (asset) and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the of GASB 68, only periods for which such information is available are presented.

City of Celina, Texas
Schedule of Contributions
Last Nine Fiscal Years

	Fiscal Year								
	2023	2022	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contribution	$ 2,065,125	$ 1,056,172	$ 796,174	$ 772,301	$ 624,122	$ 459,895	$ 324,728	$ 237,763	$ 162,349
Contributions in relation to the actuarially determined contribution	2,065,125	1,056,172	796,174	772,301	624,122	459,895	324,728	237,763	162,349
Contributions deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 31,925,731	$ 16,654,068	$ 12,371,440	$ 11,996,779	$ 9,844,203	$ 7,245,746	$ 5,230,520	$ 4,486,771	$ 3,388,197
Contributions as a percentage of covered payroll	6.47%	6.34%	6.44%	6.44%	6.34%	6.35%	6.21%	5.30%	4.79%

Schedule Notes:

Valuation Dates:

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	N/A
Asset Valuation Method	10 year smoothed fair value; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes	Adopted 100% repeating USC with transfer. Granted 70% ad hoc COLA.

The information in this schedule has been determined as of the City's most recent fiscal year-end and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the provision of GASB 68, only periods for which such information is available are presented.

City of Celina, Texas

Schedule of Changes in Total OPEB Liability and Related Ratios

Last Six Measurement Years

	Actuarial Valuation and Measurement Date December 31,					
	2022	2021	2020	2019	2018	2017
Total OPEB Liability						
Service cost	$ 58,726	$ 45,143	$ 35,813	$ 21,538	$ 19,940	$ 12,362
Interest on the total OPEB liability	4,854	4,480	4,149	3,527	2,646	2,074
Changes of benefit terms	-	-	-	-	-	-
Difference between expected and actual experience	(28,874)	(24,423)	(3,930)	(5,434)	155	-
Changes in assumptions or other inputs	(109,698)	9,375	33,718	30,162	(8,000)	6,931
Benefit payments	(1,727)	(1,368)	(1,194)	(1,026)	-	-
Net Change in Total OPEB Liability	(76,719)	33,207	68,556	48,767	14,741	21,367
Total OPEB Liability – Beginning	235,328	202,121	133,565	84,798	70,057	48,690
Total OPEB Liability – Ending	$ 158,609	$ 235,328	$ 202,121	$ 133,565	$ 84,798	$ 70,057
Covered Employee Payroll	$ 17,272,272	$ 13,679,622	$ 11,937,718	$ 10,256,387	$ 7,976,159	$ 5,618,903
Total OPEB Liability as a Percentage of Covered Employee Payr	0.92%	1.72%	1.69%	1.30%	1.06%	1.25%

Schedule Notes:

Plan information:

Single-employer unfunded OPEB plan — There are no assets accumulated in a trust that meets the criteria in GASB Statement No.75 paragraph 4 to pay related benefits.

Changes of assumptions:

Changes of assumptions and other inputs reflect the effects of changes inthe discount rate each period. The following are the discount rates used in each period:

2018	3.71%
2019	2.75%
2020	2.00%
2021	1.84%
2022	4.05%

Actuarial Valuation & Measurement Date: December 31

Significant actuarial assumptions used to measure the total OPEB liability:

Inflation	2.50%
Salary Increases	3.50% to 11.50%, including inflation
Discount Rate	4.05% (Based on Fidelity Index's "20-year Municipal GO AA Index" rate as of 12/31/22). 1.84% in prior year.
Retiree's Share of Benefit-related Costs	$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No.68
Mortality - Service Retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality - Disabled Retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

*Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

The information in this schedule has been determined as of the measurement date (December 31) of the City's total OPEB liability and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the provision of GASB 75, only periods for which such information is available are presented.

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Combining and Individual Fund Financial Statements and Schedules

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City of Celina, Texas
Budgetary Comparison Schedule (GAAP Basis)
Debt Service Fund
For the Year Ended September 30, 2023

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget- Positive (Negative)
Revenues				
Ad valorem taxes	$ 11,037,117	$ 11,037,117	$ 11,869,394	$ 832,277
Interest	25,000	25,000	333,767	308,767
Total revenues	11,062,117	11,062,117	12,203,161	1,141,044
Expenditures				
Principal	3,475,000	3,475,000	3,475,000	-
Interest and Fiscal Charges	5,167,359	5,167,359	5,152,631	14,728
Bond issuance cost	1,400	1,400	-	1,400
Total expenditures	8,643,759	8,643,759	8,627,631	16,128
Excess of revenues over expenditures	563,358	563,358	3,575,530	1,157,172
Other Financing Sources (Uses)				
Transfers in (out)	(1,855,000)	(1,855,000)	(1,855,000)	-
Total Other Financing Sources (Uses)	(1,855,000)	(1,855,000)	(1,855,000)	-
Net Change in Fund Balance	(1,291,642)	(1,291,642)	1,720,530	3,012,172
Fund Balance, Beginning of Year	1,968,883	1,968,883	1,968,883	-
Fund Balance, End of Year	$ 677,241	$ 677,241	$ 3,689,413	$ 3,012,172

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Nonmajor Governmental Funds

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Nonmajor Governmental Funds

Roadway Impact Fees Fund – is used to account for fees paid by developers for construction of streets under the Roadway Impact Fees ordinance.

Capital Equipment Replacement Fund – to account for public safety capital replacements including vehicles and equipment.

Capital Acquisition Fund – established as a reserve fund for capital and smaller infrastructure needs. Funding is from transfers in from the General Fund.

Capital Projects Fund – accounts for the financing and acquisition of capital improvements. Fund resources provided primarily through interlocal agreements, developer agreements and escrowed funds.

Roadway Capital Recovery Fees Fund – to account for roadway capital recovery fees paid by developers to the City for roadway construction.

Technology Fund – to account for technology infrastructure improvements and computer hardware/software needs. Source of funding is from developer fees when obtaining building permits.

Stabilization Fund – Established to help the City maintain resiliency by ensuring adequate balance to cash flow requirements during economic turbulence.

Developer Capital Fees Fund – to account for Developer Fees paid to build capital projects per the agreements.

Court Special Revenue Fund – to account for the restricted Court fees to be used to pay for technology expenses and security expenses specific to the Court.

Other Special Revenue Funds – to account for various grants, PEG fees, hotel occupancy taxes, and other miscellaneous special revenues collected.

City of Celina, Texas
Combining Balance Sheet
Other Governmental Funds
September 30, 2023

	Roadway Impact Fees	Capital Equipment Replacement	Capital Acquisition	Capital Projects	Roadway Capital Recovery Fees	Technology
Assets						
Cash and cash equivalents	$ 8,459,726	$ 4,858,919	$ 5,727,805	$ 800,000	$ 8,115,663	$ 1,378,683
Accounts receivable	-	-	-	-	-	-
Lease receivable	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-
Total assets	$ 8,459,726	$ 4,858,919	$ 5,727,805	$ 800,000	$ 8,115,663	$ 1,378,683
Liabilities						
Accounts payable	$ 13,585	$ -	$ 168,632	$ -	$ 398,021	$ -
Escrowed funds	-	-	-	800,000	-	-
Total liabilities	13,585	-	168,632	800,000	398,021	-
Deferred Inflows of Resources						
Deferred revenue	-	-	-	-	-	-
Lease related	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-
Fund Balances						
Nonspendable						
Prepaids	-	-	-	-	-	-
Restricted for						
Capital projects	8,446,141	-	-	-	7,717,642	-
Law enforcement	-	-	-	-	-	-
Courts	-	-	-	-	-	-
PEG	-	-	-	-	-	-
Hotel	-	-	-	-	-	-
Technology	-	-	-	-	-	1,378,683
Assigned	-	4,858,919	5,559,173	-	-	-
Unassigned	-	-	-	-	-	-
Total fund balances	8,446,141	4,858,919	5,559,173	-	7,717,642	1,378,683
Total liabilities and fund balances	$ 8,459,726	$ 4,858,919	$ 5,727,805	$ 800,000	$ 8,115,663	$ 1,378,683

City of Celina, Texas
Combining Balance Sheet (Continued)
Other Governmental Funds
September 30, 2023

Stabilization	Developer Capital Fees	Court Special Revenue	Other Special Revenue Funds	Total Nonmajor Governmental Funds
$ 6,592,312	$ 4,592,031	$ 164,882	$ 2,915,429	$ 43,605,450
-	-	-	59,313	59,313
-	-	-	2,827,770	2,827,770
-	-	-	34,949	34,949
$ 6,592,312	$ 4,592,031	$ 164,882	$ 5,837,461	$ 46,527,482
$ -	$ 882,000	$ -	$ 26,343	$ 1,488,581
-	-	-	-	800,000
-	882,000	-	26,343	2,288,581
-	-	-	18,736	18,736
-	-	-	2,675,353	2,675,353
-	-	-	2,694,089	2,694,089
-	-	-	34,949	34,949
-	3,710,031	-	2,853,559	22,727,373
-	-	-	103,816	103,816
-	-	164,882	-	164,882
-	-	-	88,660	88,660
-	-	-	36,045	36,045
-	-	-	-	1,378,683
6,592,312	-	-	-	17,010,404
-	-	-	-	-
6,592,312	3,710,031	164,882	3,117,029	41,544,812
$ 6,592,312	$ 4,592,031	$ 164,882	$ 5,837,461	$ 46,527,482

City of Celina, Texas

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

Other Governmental Funds

For the Fiscal Year Ended September 30, 2023

	Roadway Impact Fees	Capital Equipment Replacement	Capital Acquisition	Capital Projects	Roadway Capital Recovery Fees	Technology
Revenues						
Ad valorem taxes	$ -	$ -	$ -	$ -	$ -	$ -
Sales tax	-	-	-	-	-	-
Special events and donations	-	-	-	-	-	-
Impact and capital recovery fees	2,588,632	-	-	-	2,236,805	-
Other income	-	-	-	-	79,855	423,150
Interest	288,083	166,172	122,036	-	284,236	33,107
Federal, state, and local grants	-	-	-	-	-	-
Total revenues	2,876,715	166,172	122,036	-	2,600,896	456,257
Expenditures						
Current						
Administration	-	-	253,457	-	-	75,947
Development services	-	-	-	-	164,078	-
Police department	-	-	-	-	-	-
Downtown project	-	-	-	-	-	-
Capital Outlay	178,421	740,040	114,396	-	1,460,813	-
Total expenditures	178,421	740,040	367,853	-	1,624,891	75,947
Excess (deficiency) of revenues over (under) expenditures	2,698,294	(573,868)	(245,817)	-	976,005	380,310
Other Financing Sources (Uses)						
Transfers in	-	845,915	2,700,000	-	-	300,000
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	-	845,915	2,700,000	-	-	300,000
Net Change in Fund Balances	2,698,294	272,047	2,454,183	-	976,005	680,310
Fund Balances, Beginning of Year	5,747,847	4,586,872	3,104,990	-	6,741,637	698,373
Fund Balances, End of Year	$ 8,446,141	$ 4,858,919	$ 5,559,173	$ -	$ 7,717,642	$ 1,378,683

City of Celina, Texas

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)

Other Governmental Funds

For the Fiscal Year Ended September 30, 2023

Stabilization	Developer Capital Fees	Court Special Revenue	Other Special Revenue Funds	Total Nonmajor Governmental Funds
$ -	$ -	$ -	$ 384,127	$ 384,127
-	-	-	142,026	142,026
-	-	-	114,809	114,809
-	2,543,500	-	-	7,368,937
-	-	19,811	1,229,365	1,752,181
79,058	117,081	5,592	103,287	1,198,652
-	-	-	78,212	78,212
79,058	2,660,581	25,403	2,051,826	11,038,944
-	-	9,367	264,444	603,215
-	1,542,491	-	-	1,706,569
-	-	-	112,932	112,932
-	-	-	75,660	75,660
-	-	-	450,798	2,944,468
-	1,542,491	9,367	903,834	5,442,844
79,058	1,118,090	16,036	1,147,992	5,596,100
5,000,000	750,000	-	-	9,595,915
-	-	-	(185,602)	(185,602)
5,000,000	750,000	-	(185,602)	9,410,313
5,079,058	1,868,090	16,036	962,390	15,006,413
1,513,254	1,841,941	148,846	2,154,639	26,538,399
$ 6,592,312	$ 3,710,031	$ 164,882	$ 3,117,029	$ 41,544,812

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Discretely Presented Component Units
Financial Statements

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City of Celina, Texas

Balance Sheet – Celina Economic Development Corporation
Discretely Presented Component Unit
September 30, 2023

Assets	
Cash and cash equivalents	$ 3,181,604
Sales tax receivable	375,285
Total assets	3,556,889
Liabilities	
Accounts payable	34,271
Accrued salaries and benefits	7,808
Total liabilities	42,079
Fund Balance/Net Position	
Restricted for economic development	3,514,810
Total fund balance/net position	$ 3,514,810

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balance
Celina Economic Development Corporation
Discretely Presented Component Unit
Year Ended September 30, 2023

Revenues	
Sales tax	$ 1,972,568
Miscellaneous	15,582
Unrestricted investment earnings	54,740
Total general revenues	2,042,890
Expenditures	
Economic development	1,311,763
Total expenditures	1,311,763
Change in Fund Balance	731,127
Fund Balance – Beginning of Year	2,783,683
Fund Balance – End of Year	$ 3,514,810

Amounts reported for governmental activities in the statement of activities are different because:	
Net change in fund balance	$ 731,127
Repayment of debt is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position	296,681
Change in net position of governmental activities	$ 1,027,808

City of Celina, Texas

Balance Sheet - Celina Community Development Corporation
Discretely Presented Component Unit
September 30, 2023

Assets	
Cash and cash equivalents	$ 3,975,115
Sales tax receivable	375,285
Total assets	4,350,400
Fund Balance/Net Position	
Restricted for economic development	4,350,400
Total fund balance/net position	$ 4,350,400

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balance
Celina Community Development Corporation
Discretely Presented Component Unit
Year Ended September 30, 2023

Revenues		
Sales tax	$	1,972,568
Unrestricted investment earnings		114,755
Total general revenues		2,087,323
Expenditures		
Community development		69,761
Total expenditures		69,761
Change in Fund Balance/Net Position		2,017,562
Fund Balance/Net Position – Beginning of Year		2,332,838
Fund Balance/Net Position – End of Year	$	4,350,400

Statistical Section (Unaudited)

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Statistical Section

This section of the City of Celina's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, notes disclosures, and required supplementary information says about the City's overall financial health. This information has not been audited by the independent auditor.

Contents	**Table Numbers**
Financial Trends These tables contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	1-5
Revenue Capacity These tables contain information to help the reader assess the City's two most significant revenue sources-property and sales taxes.	6-9
Debt Capacity These tables present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt in the future.	10-14
Economic and Demographic Information These tables offer economic and demographic indicators to help the reader understand the environment within which the City's financial activities take place.	15-16
Operating Information These tables contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides.	17-19

Source: Unless otherwise noted, the information in these tables is derived from the City's past audit reports for the relevant year.

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City of Celina, Texas
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 1

	Fiscal Year									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental Activities										
Net Investment in capital assets	$ 7,667,954	$ 8,693,312	$ 13,138,978	$ 13,184,763	$ 32,376,605	$ 20,672,418	$ 51,424,407	$ 83,742,420	$ 102,946,241	$ 145,178,585
Restricted	4,535,511	4,675,044	5,340,173	5,848,514	6,361,057	3,979,639	4,925,334	13,176,802	19,290,037	22,571,293
Unrestricted	3,900,225	6,325,979	7,893,951	11,575,127	10,218,998	30,927,875	25,553,066	28,745,889	39,072,195	55,664,236
Total governmental activities net position	16,103,690	19,694,335	26,373,102	30,608,404	48,956,660	55,579,932	81,902,807	125,665,111	161,308,473	223,414,114
Business-type Activities										
Net Investment in capital assets	9,589,572	11,575,656	12,078,113	13,079,265	18,675,162	30,124,340	54,394,479	55,835,300	89,549,445	165,996,622
Restricted	-	-	-	-	-	-	44,092	56,065	152,009	-
Unrestricted	1,103,837	2,120,144	1,733,702	3,171,397	5,862,371	10,028,343	16,804,092	50,683,069	60,358,870	79,776,835
Total business-type activities net position	10,693,409	13,695,800	13,811,815	16,250,662	24,537,533	40,152,683	71,242,663	106,574,434	150,060,324	245,773,457
Primary Government										
Net Investment in capital assets	17,257,526	20,268,968	25,217,091	26,264,028	51,051,767	50,796,758	105,818,886	139,577,720	192,495,686	311,175,207
Restricted	4,535,511	4,675,044	5,340,173	5,848,514	6,361,057	3,979,639	4,969,426	9,401,692	19,442,046	22,571,293
Unrestricted	5,004,062	8,446,123	9,627,653	14,746,524	16,081,369	40,956,218	42,357,158	83,260,133	99,431,065	135,441,071
Total primary government net position	$ 26,797,099	$ 33,390,135	$ 40,184,917	$ 46,859,066	$ 73,494,193	$ 95,732,615	$153,145,470	$ 232,239,545	$ 311,368,797	$ 469,187,571

City of Celina, Texas
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 2

	Fiscal Year				
	2014	2015	2016	2017	2018
Expenses					
Governmental activities					
Administration	$ 1,203,576	$ 1,170,613	$ 1,592,794	$ 2,624,918	$ 3,305,724
Judicial	88,531	84,853	102,803	155,521	173,809
Fire and emergency services	1,213,416	1,453,477	1,957,077	2,414,778	2,898,525
Development services	708,220	529,067	683,599	887,990	1,812,852
Public works	725,922	824,527	1,080,661	1,104,523	5,760,436
Police Department	806,191	1,114,266	1,532,829	1,877,574	2,598,590
Parks and Recreation	448,202	886,212	1,084,077	1,263,538	1,284,123
Library	134,815	140,104	152,664	169,326	230,781
Infrastructure	202,699	198,868	211,300	353,119	823,826
Bond issuance costs	26,869	70,510	65,279	55,176	59,285
Main street program	72,326	-	-	-	-
Interest and fiscal charges	585,469	635,090	710,249	787,001	840,645
Total governmental activities expenses	6,216,236	7,107,587	9,173,332	11,693,464	19,788,596
Business Type Activities					
Water, sewer and sanitation services	3,496,782	4,284,806	8,508,496	10,811,473	12,887,075
Total business-type activities expenses	3,496,782	4,284,806	8,508,496	10,811,473	12,887,075
Total primary government expenses	9,713,018	11,392,393	17,681,828	22,504,937	32,675,671
Program Revenues					
Governmental activities					
Charges for services	2,082,694	3,755,293	4,265,112	6,391,343	7,865,830
Operating grants/contributions	61,432	214,115	368,784	356,258	201,610
Capital grants/contributions	2,403,093	625,237	2,578,809	1,011,625	20,365,689
Total governmental activities program revenues	4,547,219	4,594,645	7,212,705	7,759,226	28,433,129
Business-type Activities					
Charges for services					
Water, sewer and sanitation services	6,154,311	7,518,331	10,057,113	13,590,654	16,506,407
Capital grants/contributions	-	45,289	800,100	-	3,432,870
Total business-type activities program revenues	6,154,311	7,563,620	10,857,213	13,590,654	19,939,277
Total primary governmental program revenues	10,701,530	12,158,265	18,069,918	21,349,880	48,372,406
Net (Expense) Revenues					
Governmental activities	(1,668,747)	(2,512,942)	(1,960,627)	(3,934,238)	8,644,533
Business-type activities	2,657,529	3,278,811	2,348,717	2,779,181	7,052,202
Total primary government program revenues net expenses	988,782	765,869	388,090	(1,155,057)	15,696,735
General Revenues and Other Changes in Net Position					
Governmental Activities					
Taxes					
Ad valorem	3,333,015	3,739,841	4,458,401	5,362,919	7,464,462
Sales	505,221	603,949	733,881	958,350	1,150,663
Franchise	320,805	364,763	429,102	370,949	420,352
Other	817,733	438,820	671,241	985,322	1,613,911
Unrestricted investment earnings	-	-	-	-	-
Transfers	348,050	395,000	2,346,769	492,000	(907,706)
Contributions from component unit	-	-	-	-	-
Total governmental activities	5,324,824	5,542,373	8,639,394	8,169,540	9,741,682
Business-type activities					
Other	11,703	39,470	114,067	151,666	332,227
Grants not restricted to specific programs	-	-	-	-	-
Transfers	(348,050)	(395,000)	(2,346,769)	(492,000)	907,706
Total business-type activities	(336,347)	(355,530)	(2,232,702)	(340,334)	1,239,933
Total primary governmental revenues	$ 4,988,477	$ 5,186,843	$ 6,406,692	$ 7,829,206	$ 10,981,615
Changes in Net Position					
Governmental activities	$ 3,656,077	$ 3,029,431	$ 6,678,767	$ 4,235,302	$ 18,386,215
Business-type activities	2,321,182	2,923,281	116,015	2,438,847	8,292,135
Total primary government program net expenses	$ 5,977,259	$ 5,952,712	$ 6,794,782	$ 6,674,149	$ 26,678,350

City of Celina, Texas
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 2 (Continued)

	Fiscal Year				
	2019	2020	2021	2022	2023
Expenses					
Governmental activities					
Administration	$ 3,613,202	$ 4,676,077	$ 5,295,666	$ 6,478,575	$ 13,886,440
Judicial	169,960	166,725	204,724	193,302	209,350
Fire and emergency services	4,516,435	5,406,951	5,912,755	6,620,651	8,455,931
Development services	2,844,946	6,177,019	7,529,485	8,535,165	10,758,050
Public works	1,625,818	2,888,942	2,636,498	2,097,180	2,714,742
Police Department	3,219,436	3,729,439	4,627,454	5,178,526	7,388,351
Parks and Recreation	1,480,614	1,853,913	1,886,673	1,883,123	3,043,497
Library	231,803	252,721	244,058	317,775	389,445
Infrastructure	1,010,684	-	-	-	-
Bond issuance costs	61,612	-	828,202	301,079	491,915
Main street program	1,953,396	142,972	75,898	36,325	75,660
Interest and fiscal charges	-	1,752,515	1,492,701	3,333,335	4,481,732
Total governmental activities expenses	20,727,906	27,047,274	30,734,113	34,975,036	51,895,113
Business Type Activities					
Water, sewer and sanitation services	14,811,593	17,188,107	19,876,311	22,337,443	30,063,285
Total business-type activities expenses	14,811,593	17,188,107	19,876,311	22,337,443	30,063,285
Total primary government expenses	35,539,499	44,235,381	50,610,424	57,312,479	81,958,398
Program Revenues					
Governmental Activities					
Charges for Services	11,837,197	13,048,290	25,842,056	32,332,998	36,442,384
Operating Grants/Contributions	1,291,079	2,764,624	3,636,696	2,347,930	862,378
Capital Grants/Contributions	180,890	15,870,800	19,822,044	10,081,541	38,619,344
Total Governmental Activities Program Revenues	13,309,166	31,683,714	49,300,796	44,762,469	75,924,106
Business-type Activities					
Charges for services					
Water, sewer and sanitation services	21,133,549	26,722,197	41,304,183	43,119,619	43,967,567
Capital grants/contributions	-	23,622,709	13,904,905	22,459,804	73,576,255
Total business-type activities program revenues	21,133,549	50,344,906	55,209,088	65,579,423	117,543,822
Total primary governmental program revenues	34,442,715	82,028,620	104,509,884	110,341,892	193,467,928
Net (Expense) Revenues					
Governmental activities	(7,418,740)	4,636,440	18,566,683	9,787,433	24,028,993
Business-type activities	6,321,956	33,156,799	35,332,777	43,241,980	87,480,537
Total primary government program revenues net expenses	(1,096,784)	37,793,239	53,899,460	53,029,413	111,509,530
General Revenues and Other Changes in Net Position					
Governmental Activities					
Taxes					
Ad valorem	9,856,619	10,679,289	12,892,450	16,242,263	24,505,056
Sales	1,248,168	1,823,693	2,652,260	3,213,081	4,039,188
Franchise	516,777	602,603	602,037	783,188	1,003,967
Other	2,027,855	4,654,145	8,714,771	3,951,136	2,619,358
Unrestricted investment earnings	-	-	-	917,556	6,083,247
Transfers	527,000	2,752,921	334,103	748,705	(174,168)
Contributions from component unit	-	1,173,784	-	-	-
Total governmental activities	14,176,419	21,686,435	25,195,621	25,855,929	38,076,648
Business-type activities					
Other	1,124,765	686,102	333,097	776,837	4,811,448
Grants not restricted to specific programs	-	-	-	215,778	3,246,980
Transfers	(527,000)	(2,752,921)	(334,103)	(748,705)	174,168
Total business-type activities	597,765	(2,066,819)	(1,006)	243,910	8,232,596
Total primary governmental revenues	$ 14,774,184	$ 19,619,616	$ 25,194,615	$ 26,099,839	$ 46,309,244
Changes in Net Position					
Governmental activities	$ 6,757,679	$ 26,322,875	$ 43,762,304	$ 35,643,362	$ 62,105,641
Business-type activities	6,919,721	31,089,980	35,331,771	43,485,890	95,713,133
Total primary government program net expenses	$ 13,677,400	$ 57,412,855	$ 79,094,075	$ 79,129,252	$ 157,818,774

City of Celina, Texas

Government Activities – Tax Revenues by Source
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 3

Fiscal Year	Property Tax	Sales Tax	Franchise Tax	Total
2014	$ 3,314,591	$ 505,221	$ 320,805	$ 4,140,617
2015	$ 3,754,816	$ 603,949	$ 364,763	$ 4,723,528
2016	$ 4,453,862	$ 733,881	$ 429,102	$ 5,616,845
2017	$ 5,374,888	$ 958,350	$ 370,949	$ 6,704,187
2018	$ 7,454,528	$ 1,150,663	$ 420,352	$ 9,025,543
2019	$ 9,856,619	$ 1,248,168	$ 516,777	$ 11,621,564
2020	$ 10,679,289	$ 1,823,693	$ 602,603	$ 13,105,585
2021	$ 12,892,450	$ 2,652,260	$ 602,037	$ 16,146,747
2022	$ 16,242,263	$ 3,213,081	$ 783,188	$ 20,238,532
2023	$ 24,505,056	$ 4,039,188	$ 1,003,967	$ 29,548,211

City of Celina, Texas

Fund Balances – Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Unaudited)

Table 4

	Fiscal Year				
	2014	2015	2016	2017	2018
General Fund					
Nonspendable					
Prepaids	$ 20,784	$ 19,941	$ 2,230	$ 3,013	$ 7,322
Unassigned	3,037,176	4,585,888	7,130,005	6,562,842	8,903,854
Total general fund	$ 3,057,960	$ 4,605,829	$ 7,132,235	$ 6,565,855	$ 8,911,176
All Other Government Funds					
Nonspendable					
Prepaids and inventory	$ -	$ -	$ -	$ -	$ -
Restricted for					
Debt service	541,370	646,075	901,524	1,369,343	1,813,530
Capital projects	10,880,463	7,021,861	7,083,988	13,033,951	29,063,864
Law enforcement	-	-	-	-	-
Courts	-	-	-	-	-
Grants	-	-	-	-	-
PEG	-	-	-	-	-
Hotel	-	-	-	-	-
Technology	-	-	-	-	-
Assigned for use in specific funds	-	-	-	-	-
Unassigned	-	-	-	168,342	623,156
Total all other governmental funds	$ 11,421,833	$ 7,667,936	$ 7,985,512	$ 14,571,636	$ 31,500,550

City of Celina, Texas

Fund Balances – Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Unaudited)

Table 4 (Continued)

	Fiscal Year				
	2019	2020	2021	2022	2023
General Fund					
Nonspendable					
Prepaids and inventory	$ 14,827	$ 5,786	$ 227,911	$ 41,181	$ 254,639
Unassigned	10,924,630	8,860,057	16,328,612	23,421,150	25,102,006
Total general fund	$ 10,939,457	$ 8,865,843	$ 16,556,523	$ 23,462,331	$ 25,356,645
All Other Government Funds					
Nonspendable					
Prepaids and inventory	$ -	$ -	$ 873,057	$ 894,610	$ 34,949
Restricted for					
Debt service	2,497,665	2,228,648	2,166,835	1,968,883	3,689,413
Capital projects	30,026,311	19,963,891	65,461,702	87,464,361	89,656,869
Law enforcement	22,542	25,833	36,620	120,031	103,816
Courts	114,323	122,992	131,949	148,846	164,882
Grants	10,948	25,727	12,955	-	-
PEG	90,354	46,708	58,548	68,964	88,660
Hotel	-	12,823	14,835	23,665	36,045
Technology	-	-	548,150	698,373	1,378,683
Assigned for use in specific funds	7,973,971	9,269,049	10,935,124	16,040,078	24,570,613
Unassigned	58,548	58,548	-	-	-
Total all other governmental funds	$ 40,794,662	$ 31,754,219	$ 80,239,775	$ 107,427,811	$ 119,723,930

City of Celina, Texas

Change in Fund Balances – Governmental Funds
Last Ten Fiscal Years (Unaudited)

Table 5

	Fiscal Year				
	2014	2015	2016	2017	2018
Revenues					
Property taxes	$ 3,314,591	$ 3,754,816	$ 4,453,862	$ 5,374,888	$ 7,454,528
Franchise taxes	320,805	364,763	429,102	370,949	420,352
Sales taxes	505,221	603,949	733,881	958,350	1,150,663
Permits/inspection fees	1,321,510	1,767,856	2,357,289	3,959,914	5,982,027
Component unit contributions	170,000	320,000	200,000	200,000	200,000
Development fees	239,739	924,249	509,870	1,245,943	119,344
Developer contributions	-	-	-	-	-
Fire Department/EMS fees	196,753	241,005	910,360	817,691	1,031,818
Fines	155,962	254,370	283,758	209,806	142,332
Special events and donations	305,430	221,696	373,421	250,214	165,188
Park fees	169,000	602,626	2,215,582	1,178,028	1,624,159
Impact and capital recovery fees	-	-	-	-	-
Other income	296,867	92,349	397,657	508,311	1,427,017
Interest income	90,424	111,901	111,776	183,077	436,017
Grants	2,404,258	519,701	518,784	1,570	1,610
Total revenues	9,490,560	9,779,281	13,495,342	15,258,741	20,155,055
Expenditures					
Administration	1,106,865	1,133,574	1,458,673	2,433,180	3,036,201
Judicial	88,531	84,853	99,803	153,213	172,610
Fire and EMS	1,083,464	1,316,275	1,731,896	2,041,407	2,445,213
Development services	702,862	524,712	675,267	868,862	1,787,306
Public works	505,659	806,788	1,023,572	943,895	5,604,030
Police department	770,254	1,046,160	1,414,488	1,688,094	2,374,037
Parks and Rec	443,625	667,908	819,539	959,343	978,479
Library	135,315	140,857	153,752	165,768	230,090
Main street	26,869	70,510	65,279	55,176	59,285
Capital outlay	1,421,925	5,253,351	8,542,536	3,656,718	3,837,902
Debt service					
Principal retirement	510,445	678,366	841,124	1,005,685	1,436,110
Interest and fiscal charges	610,693	669,480	724,025	782,253	908,016
Bond issuance costs	72,326	-	-	74,569	146,002
Total expenditures	7,478,833	12,392,834	17,549,954	14,828,163	23,015,281
Excess (deficiency) of revenues over (under) expenditures	2,011,727	(2,613,553)	(4,054,612)	430,578	(2,860,226)
Other Financing Sources (Uses)					
Sales of Assets	15,279	12,525	41,825	634,597	-
Issuance of leases	-	-	-	-	-
Bond premium	-	-	-	-	-
Issuance of refunding bonds	-	-	-	-	-
Payments to refunding bond escrow agent	-	-	-	-	-
Note/Bond Proceeds	3,257,485	-	4,510,000	4,462,569	23,042,167
Contributions from component unit	-	-	-	-	-
Capital contributions	-	-	-	-	-
Transfers in (out)	348,050	395,000	2,346,769	492,000	(907,706)
Total other financing sources (uses)	3,620,814	407,525	6,898,594	5,589,166	22,134,461
Net Changes in Fund Balances	$ 5,632,541	$ (2,206,028)	$ 2,843,982	$ 6,019,744	$ 19,274,235
Debt Service as a percentage of Non-Capital Expenditures	23.05%	23.27%	21.03%	19.21%	14.05%

City of Celina, Texas

Change in Fund Balances – Governmental Funds
Last Ten Fiscal Years (Unaudited)

Table 5 (Continued)

	Fiscal Year				
	2019	2020	2021	2022	2023
Revenues					
Property taxes	$ 9,864,233	$ 10,747,355	$ 12,777,734	$ 16,208,733	$ 24,361,749
Franchise taxes	516,777	602,603	602,037	783,188	1,003,967
Sales taxes	1,248,168	1,823,693	2,652,260	3,213,081	4,039,188
Permits/inspection fees	6,716,762	8,643,113	16,190,503	17,466,229	21,831,320
Component unit contributions	360,000	-	-	-	-
Development fees	110,486	232,805	2,737,506	865,154	448,342
Developer contributions	180,890	119,478	111,126	103,646	136,371
Fire Department/EMS fees	1,075,263	1,627,366	1,214,615	2,575,378	2,466,362
Fines	137,299	138,339	95,995	169,647	229,575
Special events and donations	129,814	131,482	281,433	279,990	555,226
Park fees	2,855,844	2,343,250	5,295,776	4,565,744	3,446,693
Impact and capital recovery fees	-	-	6,429,565	6,378,222	7,368,937
Other income	1,765,739	3,643,263	1,918,669	3,935,550	2,708,083
Interest income	1,031,375	995,261	366,537	917,556	6,083,247
Grants	808,276	2,764,624	3,636,696	2,347,930	862,378
Total revenues	26,800,926	33,812,632	54,310,452	59,810,048	75,541,438
Expenditures					
Administration	3,451,032	4,252,519	4,561,954	6,684,391	10,682,222
Judicial	166,197	163,761	181,964	193,302	209,350
Fire and EMS	3,930,238	4,490,395	4,974,980	5,705,911	7,457,252
Development services	2,799,375	3,674,903	5,211,399	5,052,683	7,324,358
Public works	1,411,826	2,707,462	2,388,149	2,085,811	2,672,084
Police department	2,935,005	3,513,316	4,339,652	5,114,496	6,808,085
Parks and Rec	1,104,513	1,376,035	1,789,800	1,623,183	2,593,832
Library	229,797	245,418	242,967	296,204	366,094
Main street	61,612	62,944	75,898	36,325	75,660
Capital outlay	14,435,482	25,537,609	34,750,342	28,047,957	72,740,029
Debt service					
Principal retirement	2,028,202	2,912,011	3,340,200	2,605,000	3,621,453
Interest and fiscal charges	2,151,331	2,057,217	2,012,300	4,063,385	5,177,070
Bond issuance costs	-	-	828,202	301,079	491,915
Total expenditures	34,704,610	50,993,590	64,697,807	61,809,727	120,219,404
Excess (deficiency) of revenues over (under) expenditures	(7,903,684)	(17,180,958)	(10,387,355)	(199,679)	(44,677,966)
Other Financing Sources (Uses)					
Sales of Assets	-	-	-	36,221	-
Issuance of leases	340,818	-	-	-	538,552
Bond premium	-	-	6,595,450	4,033,597	4,611,356
Issuance of refunding bonds	-	-	7,290,000	-	-
Payments to refunding bond escrow agent	-	-	(7,882,414)	-	-
Note/Bond Proceeds	18,014,140	-	60,285,000	31,275,000	53,892,659
Contributions from component unit	-	1,173,784	-	-	
Capital contributions	-	140,196	-	-	
Transfers in (out)	527,000	2,752,921	334,103	748,705	(174,168)
Total other financing sources (uses)	18,881,958	4,066,901	66,622,139	36,093,523	58,868,399
Net Changes in Fund Balances	$ 10,978,274	$ (13,114,057)	$ 56,234,784	$ 34,093,844	$ 14,190,433
Debt Service as a percentage of Non-Capital Expenditures	25.98%	19.52%	17.87%	19.81%	18.51%

City of Celina, Texas

Assessed Value of Taxable Property
(Per $100 of Assessed Value)
Last Ten Fiscal Years (Unaudited)

Table 6

Fiscal Year	Land/Improvements	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value[a]
2014	$ 527,994,375	$ 25,373,941	$ 44,142,297	$ 509,226,019
2015	$ 575,171,296	$ 29,266,740	$ 48,889,169	$ 555,548,867
2016	$ 734,250,874	$ 34,259,626	$ 106,840,408	$ 661,670,092
2017	$ 951,809,128	$ 39,416,023	$ 117,402,829	$ 873,822,322
2018	$ 1,191,727,090	$ 49,306,703	$ 132,932,108	$ 1,108,101,685
2019	$ 1,641,821,879	$ 57,224,752	$ 194,483,109	$ 1,504,563,522
2020	$ 2,013,074,011	$ 71,064,516	$ 217,620,776	$ 1,866,517,751
2021	$ 2,518,491,508	$ 79,119,287	$ 288,467,439	$ 2,309,143,356
2022	$ 3,252,195,608	$ 93,068,477	$ 378,289,093	$ 2,966,975,002
2023	$ 5,322,159,979	$ 109,829,018	$ 959,732,550	$ 4,472,256,447

Source: Collin County Central Appraisal District and Denton County Appraisal District

Notes: Property is reassessed annually at actual value; therefore, the assessed values are equal to the actual values. Tax rates are per $100 of assessed value.

[a] Includes adjustments to certified rolls. Fiscal Year reports Certified Tax Report from prior calendar year

City of Celina, Texas

Direct and Overlapping Property Tax Rates
(Per $100 of Assessed Value)
Last Ten Fiscal Years (Unaudited)

Table 7

	City Direct Rates			Overlapping Rates					
Fiscal Year	Operating/ General Rate	General Obligation Debt Service	Total Direct	Celina ISD	Prosper ISD	Pilot Point ISD	Collin County	Denton County	Collin County Community College
2014	0.4652	0.1834	0.6486	1.6400	1.6700	1.3700	0.2375	0.2722	0.0836
2015	0.4327	0.2123	0.6450	1.6400	1.6700	1.3700	0.2350	0.2620	0.0820
2016	0.4335	0.2115	0.6450	1.6400	1.6700	1.3700	0.2250	0.2484	0.0820
2017	0.4233	0.2217	0.6450	1.6400	1.6700	1.3700	0.2250	0.2378	0.0820
2018	0.4278	0.2172	0.6450	1.6400	1.6700	1.3700	0.1922	0.2255	0.0798
2019	0.4537	0.1913	0.6450	1.6400	1.6700	1.3700	0.1808	0.2253	0.0812
2020	0.4531	0.1919	0.6450	1.5489	1.5684	1.2684	0.1750	0.2250	0.0812
2021	0.4294	0.2156	0.6450	1.4832	1.4927	1.2186	0.1725	0.2331	0.0812
2022	0.4294	0.2156	0.6450	1.4409	1.4603	1.1603	0.1681	0.2331	0.0812
2023	0.3727	0.2621	0.6348	1.4235	1.4429	1.2117	0.1524	0.2175	0.0812

Source: Collin County Appraisal District and Denton County Appraisal District

City of Celina, Texas

Principal Property Tax Payers
Current Year and Nine Years Ago (Unaudited)
(Total $)

Table 8

2023				2014			
Taxpayer	Taxable Assessed Value	Rank	Percentage of Taxable Assessed Value	Taxpayer	Taxable Assessed Value	Rank	Percentage of Taxable Assessed Value
CRP/AR Prose Frontier Owner LP	$ 50,000,000	1	1.12%	DR Horton - Texas Ltd	$ 6,706,619	1	1.32%
Pulte Homes of Texas	41,682,680	2	0.93%	Chemtrade Sulfate Chemicals I	5,037,841	2	0.99%
Celina Residences LLC	39,576,878	3	0.88%	Celina Town Center Ltd	4,705,757	3	0.92%
Nexmetro Parkway LP	29,251,242	4	0.65%	TXI Operations LP	4,023,378	4	0.79%
Parchaus Celina LP	28,471,390	5	0.64%	Brookshire Grocery Company	3,741,435	5	0.73%
One Preston Station LP	28,403,481	6	0.64%	SRB Partners LLC	3,739,743	6	0.73%
M/I Homes of DFW LLC	27,665,308	7	0.62%	J Evans Family PTRS	3,495,789	7	0.69%
VPTM Cross Creek LB LLC	27,506,125	8	0.62%	Texas Star Bank	3,297,976	8	0.65%
Methodist Hospitals of Dallas	22,871,029	9	0.51%	Bobcat Crossing Ltd	3,202,268	9	0.63%
Parks at Wilson Creek LP	22,468,095	10	0.50%	Burlington Northern	3,197,510	10	0.63%
Total	$ 317,896,228		7.11%	Total	$41,148,316		8.08%

Source: Collin County Appraisal District

Notes: Tax Payers are assessed on January 1, 2022, for the 2023 fiscal year and January 1, 2013, for the 2014 fiscal year.

The majority of the property taxes are collected in Collin County; therefore, those principal taxpayers are shown above.

City of Celina, Texas
Property Tax Levies and Collections
(Unaudited)

Table 9

Fiscal Year	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	% of Levy		Amount	% of Levy
2014	$ 3,324,379	$ 3,267,776	98.30%	$ 59,620	3,324,379	100.00%
2015	$ 3,776,218	$ 3,629,138	96.11%	$ 56,603	3,776,218	100.00%
2016	$ 4,483,759	$ 4,261,734	95.05%	$ 147,080	4,483,759	100.00%
2017	$ 5,579,944	$ 5,396,743	96.72%	$ 222,025	5,579,944	100.00%
2018	$ 7,659,627	$ 7,129,348	93.08%	$ 183,201	7,659,628	100.00%
2019	$ 10,770,158	$ 10,292,771	95.57%	$ 530,280	10,770,157	100.00%
2020	$ 12,058,075	$ 11,897,363	98.67%	$ 160,712	11,990,656	99.44%
2021	$ 14,855,572	$ 14,758,839	99.35%	$ 96,733	14,758,839	99.35%
2022	$ 18,919,351	$ 18,838,343	99.57%	$ 81,008	18,838,343	99.57%
2023	$ 27,837,667	$ 27,740,998	99.65%	$ -	27,740,998	99.65%

Source: Collin County Tax Assessor Collector and Denton County Tax Assessor Collector

Note: A portion of the above property tax goes toward repayment of Special Assessment Revenue Bonds related to the Public Improvement Districts (PID) and is not recorded in the City's financial statements.

City of Celina, Texas

Ratio of Outstanding Debt by Type Last Ten Fiscal Years
(Unaudited)

Table 10

	Governmental Activities						Business-Type Activities							
Fiscal Year	General Obligation Bonds	Certificate of Obligation	Capital Lease	Lease/SBITA Liability	Bond Premiums	Other Obligations	General Obligation Bonds	Certificate of Obligation	Bond Premiums	Other Obligations	Note Payable	Total Primary Government	% of Personal Income	Per Capita*
2014	4,952,607	14,531,170	-	-	-	12,228	5,127,393	4,393,829	-	-	-	29,017,227	7.55%	$ 4,321
2015	4,606,322	14,211,317	-	-	-	-	4,558,678	5,798,682	-	45,957	-	29,220,956	7.03%	$ 4,184
2016	4,249,490	18,237,025	-	-	-	-	3,965,510	26,047,975	-	18,704	-	52,518,704	N/A	$ 6,836
2017	3,880,431	22,013,573	-	-	-	-	3,359,570	30,731,425	-	-	-	59,984,999	15.95%	$ 5,818
2018	9,342,795	36,860,000	-	-	-	-	2,185,000	59,620,000	-	-	-	108,007,795	20.04%	$ 8,251
2019	7,995,000	52,890,000	-	-	-	-	1,750,000	76,675,000	-	-	-	139,310,000	22.28%	$ 7,880
2020	7,115,000	50,940,200	185,405	-	2,816,179	-	1,305,000	74,769,800	4,331,683	-	1,151,000	142,614,267	15.90%	$ 6,655
2021	10,860,000	103,695,000	98,876	-	8,840,984	-	845,000	101,080,000	6,068,665	-	925,526	232,414,051	20.67%	$ 9,225
2022	10,010,000	133,215,000	-	-	11,899,585	-	430,000	129,340,000	9,359,301	-	700,051	294,953,937	24.29%	$ 9,276
2023	9,140,000	184,502,659	-	523,319	15,231,815	-	-	161,487,341	11,522,361	-	18,000,000	400,407,495	20.74%	$ 11,431

Source: City of Celina Audit Reports
N/A - Information not available for the most current year

Notes: Details regarding the City's outstanding debt is found in the notes to the financial statements. Bond premiums and Capital Lease were included beginning in fiscal year 2020. Bond premiums will be included on a go forward basis. Capital lease was removed with the adoption of GASB 87.

Lease liability was included beginning in fiscal year 2022 and will be included on a go forward basis.

Subscription liability was included beginning in fiscal year 2023 and will be included on a go forward basis.

*See Table 15 for personal income and population data

City of Celina, Texas

Ratios of General Bonded Debt Outstanding Last Ten Fiscal Years
(Unaudited)

Table 11

Fiscal Year	Assessed Property Value (1)	Gross Bonded Debt (2)	% Bonded Debt to Assessed Property Value	Bonded Debt Per Capita
2014	$ 509,226,019	29,017,227	5.70%	$ 4,321
2015	$ 555,548,867	29,220,956	5.26%	$ 4,184
2016	$ 661,670,092	52,518,704	7.94%	$ 6,836
2017	$ 873,822,322	59,984,999	6.86%	$ 5,818
2018	$ 1,108,101,685	108,007,795	9.75%	$ 8,251
2019	$ 1,504,563,522	139,310,000	9.26%	$ 7,880
2020	$ 1,866,517,751	141,463,267	7.58%	$ 6,601
2021	$ 2,309,143,356	231,488,525	10.02%	$ 9,188
2022	$ 2,966,975,002	294,253,886	9.92%	$ 9,254
2023	$ 4,472,256,447	381,884,176	8.54%	$ 10,902

Source: (1) Collin County Appraisal District/Denton County Appraisal District
(2) Schedule of Bonds Payable and Total bonds for fiscal year

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements. The amounts presented are net of bond premiums.

See Table 15 for population data.

City of Celina, Texas

Legal Debt Margin Information Last Ten Fiscal Years
(Unaudited)

Table 12

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Tax rate limit	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50
Current tax rate	0.6486	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450	0.6348
Available tax rate	$ 1.85	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.87

Notes: The City Charter of the City of Celina, Texas does not provide for a debt limit. Under provisions of state law, the maximum tax rate is limited to $2.50 per $100 assessed valuation. No direct bond debt limitation is imposed on the City under current state law.

City of Celina, Texas
Direct and Overlapping Governmental Activities Debt
As of September 30, 2022
(Unaudited)

Table 13

Governmental Unit	Gross Bonded Debt	% of Debt Applicable to Area[a]	Celina Share of Overlapping Debt
Debt Repaid with Property Taxes			
Celina ISD	$ 394,670,000	70.53%	$ 278,360,751
Collin County	721,825,000	1.89%	13,642,493
Collin County CCD	480,350,000	1.89%	9,078,615
Denton County	624,655,000	0.40%	2,498,620
Pilot Point ISD	45,445,000	0.03%	13,634
Prosper ISD	1,585,950,239	12.39%	196,499,235
Subtotal, overlapping debt	3,852,895,239		500,093,347
City of Celina (direct debt)	381,884,176	100%	381,884,176
Total direct and overlapping debt			$ 881,977,523

Notes: Details regarding the City's outstanding debt is found in the notes to the financial statements. The amounts presented are net of bond premiums.

[a] The percentage of overlapping debt applicable is estimated using taxable assessed property values (before freeze loss). Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

City of Celina, Texas

Pledged Revenue Coverage
As of September 30, 2023 (Unaudited)
Last Ten Fiscal Years

Table 14

Water and Sewer System Revenue Bonds

Fiscal Year	Total Revenue[a]	Less: Operating Expense[b]	Net Available Revenue	Annual Requirement[c]	Times Coverage
2014	$ 6,164,464	$ 2,690,720	$ 3,473,744	$ 808,862	4.29
2015	$ 7,557,801	$ 3,326,739	$ 4,231,062	$ 1,158,447	3.65
2016	$ 10,171,180	$ 7,059,651	$ 3,111,529	$ 1,697,450	1.83
2017	$ 13,742,320	$ 8,982,382	$ 4,759,938	$ 1,892,430	2.52
2018	$ 20,271,504	$ 10,604,055	$ 9,667,449	$ 1,520,733	6.36
2019	$ 22,258,314	$ 10,927,759	$ 11,330,555	$ 3,398,343	3.33
2020	$ 27,408,299	$ 11,652,539	$ 15,755,760	$ 4,880,253	3.23
2021	$ 41,637,280	$ 14,304,459	$ 27,332,821	$ 7,419,169	2.53
2022	$ 44,328,012	$ 13,891,799	$ 30,436,213	$ 10,442,961	2.91
2023	$ 52,445,995	$ 19,406,039	$ 33,039,956	$ 12,994,745	2.54

[a] Includes operating revenues and investment income

[b] Includes operating expenses minus depreciation

[c] Includes Principal and Interest (represents average annual requirement)

City of Celina, Texas
Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

Table 15

Fiscal Year	Estimated Population[a]	Personal Income[b]	Per Capita Income[e]	School Enrollment[c]	Unemployment Rate[d]
2014	6,715	$ 384,339,740	$ 57,236	2,075	4.4%
2015	6,984	$ 415,771,488	$ 59,532	2,201	3.6%
2016	7,683	N/A	N/A	2,353	3.8%
2017	10,310	$ 376,036,630	$ 36,473	2,425	3.2%
2018	13,090	$ 538,967,660	$ 41,174	2,568	3.3%
2019	17,680	$ 625,394,640	$ 35,373	2,723	3.3%
2020	21,430	$ 896,974,080	$ 35,373	2,831	3.2%
2021	25,195	$ 1,124,175,705	$ 41,856	3,429	3.4%
2022	31,796	$ 1,214,149,104	$ 49,928	3,932	5.6%
2023	35,028	$ 1,930,918,500	$ 55,125	4,410	3.7%

[a] **Source:** North Central Texas Council of Governments April 2023 publication

[b] **Source:** Personal Income calculated by multiplying estimated population by per capita income.

[c] **Source:** Celina Independent School District

[d] **Source:** Texas Workforce Commission calendar year 2023 for Collin County

[e] **Source:** North Central Council of Governments for 2023

City of Celina, Texas
Top Employers
Fiscal Year Ended September 30, 2023 (Unaudited)

Table 16

2023	
Major Employers in Celina, Texas	
Employer	**# of Employees**
Celina ISD	623
City of Celina	280
Gold Star Team - Keller Williams	191
Settlers Ridge Care Center	120
Brookshire	105
Chemtrade Logistics	30
Texas Seasons Nursery	29
Celina Montessori Academy	28
CAD/CAM Svc Inc	25
Servpro	21

2017	
Major Employers in Celina, Texas	
Employer	**# of Employees**
Celina ISD	330
City of Celina	84
Brookshire	70
Chemtrade Logistics	27
Independent Bank	20
Dickerson	31
Celina Ready Mix	16
Texas Star Bank	10

Source: Respective entities

City of Celina, Texas

Full Time Equivalent City Government Employees by Function/Program
As of September 30, 2023 (Unaudited)
Last Ten Fiscal Years

Table 17

Function/Program	Dept.	Fiscal Year 2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
GIS	101	N/A	N/A	N/A	N/A	N/A	1	1	2	2	3
Facilities	102	N/A	N/A	N/A	N/A	N/A	1	1	2	2	2
Information Technology	103	N/A	N/A	N/A	N/A	N/A	3	2	1	3	4
Finance	104	N/A	N/A	N/A	N/A	N/A	8	7	9	10	11
Library	105	2	2	3	2.5	3.5	3.5	3.5	2.5	5	5.5
City Secretary	106	1	1	2	3	4	2	1	1	2	2
Development Services	107	6	6	9	10	16	20	18	23	29	31
Administration	108	4	5	6	6	9	4	5	7	7	9
Municipal Court	109	1	1	1	2	2	3	2	2	2	2
Fire and EMS	110	11	11	16	19	22	41	41	42	46	60
Streets*	111	4	6	7	7	7	7	5	5	7	9
Police	112	8	12	17	19	21	27	30	33	46	54
Parks	113	4	5	5	7	7	8	7	11	14	15
Community Relations/Marketing	114	N/A	1	1	1	1	1	2	4	5	7
Engineering	115	N/A	N/A	4	6	6	9	8	13	15	16
Human Resources	116	N/A	N/A	N/A	N/A	N/A	2	3	3	3	4
Main Street	127	1	1	1	1	1	1	1	N/A	N/A	N/A
Total general fund		42	51	72	84	100	142	138	160	198	234
Water*	118	4	8	10	10.5	14	14	12	17	22	22
Wastewater*	119	2	3	4	5.5	7	8	7	7	12	13
Utility billing	120	N/A	N/A	N/A	3.5	N/A	3	3	5	6	6
Fleet	125	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	1
Drainage/Stormwater*	124	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4	4
Total water and wastewater fund		6	11	14	19.5	21	25	22	29	45	46
Total FTE – all funds		48	62	86	103	121	167	160	189	243	280

* From Public works

City of Celina, Texas
Operating Indicators by Function
Last Ten Fiscal Years
(Unaudited)

Table 18

	Fiscal Year									
Function/Program	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**
Police										
Number of police officers	8	12	16	20	21	27	30	30	46	57
Average response time (in minutes)	6	6	6	6	5	8	9	6	10	14
Calls for service	10,882	18,322	18,414	13,422	14,852	17,231	20,402	18,537	18,374	24,059
Fire										
Number of calls answered	892	932	946	1,174	1,422	1,516	1,686	1,992	2,385	2,989
Number of firefighters	9	9	14	15	19	41	41	41	46	57
Number of EMS runs	480	457	521	641	704	796	885	1,093	1,353	1,664
Development Services										
Number of inspections	N/A	5,000	9,350	34,628	40,009	46,069	49,018	67,542	69,870	93,460
Total number of permits issued (all types)	N/A	1,126	1,688	3,021	2,925	2,548	2,908	4,296	3,783	4,477
Municipal Court										
Number of new cases filed	1,271	1,803	2,520	2,000	1,214	1,260	1,258	870	1,485	2,309
Fines & fees collected	259,496	311,869	471,843	400,000	222,750	196,932	211,828	183,228	284,663	348,259
Streets										
Miles of streets*	124	138	154	213	241	352	370	382	279	319
Miles of storm sewer	31	35	39	48	48	67	82	108	110	130
Acres of drainage right of way	7	8	9	9	9	9	11	15	15	15
Regulatory and warning signs	594	660	733	753	800	880	947	1,247	1,620	1,668
Water										
Gallons of water treated (in million gal.)	365	446	508	671	792	815	959	1,192	1,631	1,801
Miles of water lines	90	100	112	134	168	175	184	212	228	265
Number of valves	1,514	1,666	1,833	2,504	3,581	4,060	4,585	5,888	8,754	10,179
Number of fire hydrants	517	569	626	998	1,352	1,415	1,536	1,928	2,735	3,116
Number of water meters	2,986	3,351	3,875	4,598	5,948	6,862	8,135	9,908	10,754	13,616
Wastewater										
Gallons of WW treated (in million gal.)	132	147	85	180	209	229	194	199	179	221
Miles of sewer lines	61	67	74	94	122	138	142	168	174	201
Number of lift stations	13	12	11	11	11	11	11	11	11	11
Utilities										
Number of active customers	2,860	3,337	3,902	4,584	5,955	6,862	8,141	9,957	11,426	13,501
Number of new customers	956	1,273	1,597	2,054	2,464	2,682	3,764	1,465	1,469	2,075

*City Maintained, Before 2022, the number reported was miles of streets within the ultimate City boundary, which included streets maintained by City, County, State, and private entities.

Source: City Departments

City of Celina, Texas

Capital Asset Statistics by Function/Program

Last Ten Fiscal Years

(Unaudited)

Table 19

	Fiscal Year									
Function/Program	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Fire										
Stations	1	1	1	1	1	1	2	2	2	2
Library	1	1	1	1	1	1	1	1	1	1
Parks and Recreation										
Park Acreage	115.7	145.7	164.7	164.7	164.7	215.9	436.3	472	472	707
Public Parks	3	3	3	3	3	3	3	3	3	3
Streets										
Miles of Streets	124	138	154	213	241	352	370	382	279	319
Water and Wastewater										
Miles of Water Lines	90	100	112	134	168	175	184	212	228	265
Miles of Sewer Lines	61	67	74	94	122	138	142	168	168	201
Number of Lift Stations	13	12	11	11	11	11	11	11	11	11

Source: City Departments

City of Celina, Texas

Single Audit Reports

Year Ended September 30, 2023

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City of Celina, Texas
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2023

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
Department of Treasury				
Direct Program:				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027		$ -	$ 3,245,482
Total Department of Treasury			**-**	**3,245,482**
Department of Homeland Security				
Direct Program:				
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083		-	782,057
Total Department of Homeland Security			**-**	**782,057**
Total Federal Awards Expended			**$ -**	**$ 4,027,539**

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the City of Celina, Texas (City) under programs of the federal government for the year ended September 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position/fund balance, or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

Expenditures are reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance or other regulatory requirements, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts, if any, shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Note 3. Indirect Cost Rate

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

FORVIS

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

Members of the City Council
City of Celina, Texas
Celina, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Celina, Texas (City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 28, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

FORVIS, LLP

Dallas, Texas
February 28, 2024

FORVIS

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Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Independent Auditor's Report

Members of the City Council
City of Celina, Texas
Celina, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Celina, Texas's (City) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards);* and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the "Auditor's Responsibilities for the Audit of Compliance" section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated February 28, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

FORVIS, LLP

Dallas, Texas
February 28, 2024

Section I - Summary of Auditor's Results

Financial Statements

1. Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

2. Internal control over financial reporting:

   Significant deficiency(ies) identified? ☐ Yes ☒ None reported

   Material weakness(es) identified? ☐ Yes ☒ No

3. Noncompliance material to the financial statements noted? ☐ Yes ☒ No

Federal Awards

4. Internal control over major federal awards programs:

   Significant deficiency(ies) identified? ☐ Yes ☒ None reported

   Material weakness(es) identified? ☐ Yes ☒ No

5. Type of auditor's report issued on compliance for the major federal programs:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

6. Any audit findings disclosed that are required to be reported by 2 CFR 200.516(a)? ☐ Yes ☒ No

7. Identification of the major federal programs:

Cluster/Program	Assistance Listing Number
COVID-19 – Coronavirus State and Local Fiscal Recovery Funds	21.027
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083

8. Dollar threshold used to distinguish between Type A and Type B programs: $750,000.

9. Auditee qualified as a low-risk auditee?

☐ Yes ☒ No

Section II – Financial Statement Findings

Reference Number	Finding
	No matters are reportable.

Section III – Federal Award Findings and Questioned Costs

Reference Number	Finding
	No matters are reportable.

City of Celina, Texas
Summary Schedule of Prior Audit Findings
Year Ended September 30, 2023

Reference Number	Summary of Finding	Status

No matters are reportable.

Life Connected.

Parks
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Cody Webb, Director of Parks & Recreation
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Dawn Berry
Date:	March 7, 2024
Re:	Preston Road Green Ribbon Project, P20

Action Requested:
Consider and act to award bid 2024-076 for the construction of the Preston Road Green Ribbon Project to C. Green Scaping, LP in the amount of $1,017,433.86 plus ten percent contingency in the amount of $101,743.39 for a total amount not to exceed $1,119,177.25. (Webb)

Background Information:
On November 29, 2023, the City received responses to bid 2024-076 for the Preston Road Green Ribbon Project. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which 454 vendors were notified. Two responses were received. An initial review was completed by Purchasing and forwarded to staff, the Engineer of Record, and TxDOT. The engineer reviewed the submittal and verified references. TxDOT reviewed and authorized the award on February 7, 2024.

The construction project includes landscape installation along Preston Road from Rountree Ct to Frontier Pkwy. The project will be part of 49 total flower beds along Preseton Road (SH 289) with visible sight clearance at major intersections. This project is expected to start in the fall of 2024.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Green Ribbon Construction Project
2. Bid Tabulation

3. Agreement Preston Road Green Ribbon C Green
4. Landscape plans

Financial Consideration:

Funding is available through Park Fees and Green Ribbon Grant Reimbursements. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:

Staff recommends awarding Bid 2024-076 as presented.

PRESTON ROAD GREEN RIBBON

March 7th, 2024
6:00 PM

PRESTON MEDIAN LANDSCAPING

BID INFO

- City bid process complete
- Sent to 450 vendors – only 2 responses
- City selected C. Green Landscaping LP
- Staff recommends approval

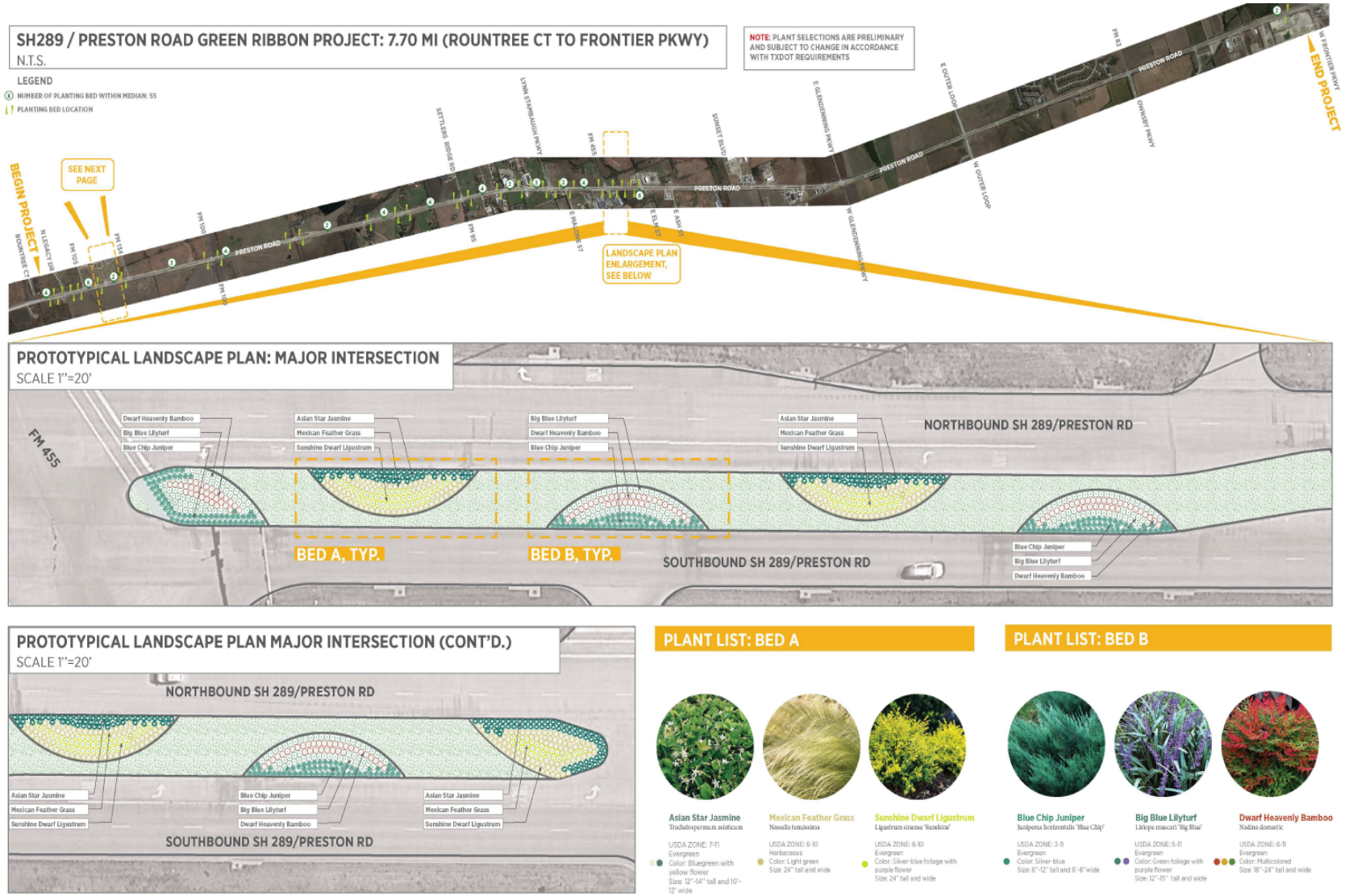
PRESTON ROAD – GREEN RIBBON

Design Team: Norris Design
Design Cost: $50K
Construction Cost: $1.3M

<u>Schedule:</u>
Design start: 12/2022
Design Complete: 8/2023
TxDOT Approval: 2/2024
Construction start: Fall 2024
Construction end: Late Fall 2024

Status: TxDOT approved

<u>Funding sources:</u>
$600,000 Grant from TxDOT
$700,000 Park fees



QUESTIONS?

CELINA

TEXAS

EST. 1876

Life Connected.

TAB SHEET

Bid 2024-076
Preston Road Green Ribbon Project

				C. Green Scaping, LP		Central North Construction, LLC	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Base Bid						
1.1	PREPARING ROW	5.00	AC	7,500.00	37,500.00	33,000.00	165,000.00
1.2	BLOCK SODDING	50.00	SY	11.50	575.00	15.00	750.00
1.3	PLANT MATERIAL (1-GAL)	39,613.00	EA	5.90	233,716.70	6.00	237,678.00
1.4	GENERAL USE COMPOST	528.59	CY	59.00	31,186.81	45.00	23,786.55
1.5	MULCH	528.59	CY	44.00	23,257.96	45.00	23,786.55
1.6	LANDSCAPE EDGE	3,714.00	LF	28.00	103,992.00	68.00	252,552.00
1.7	PLANT BED PREPARATION	9,537.10	SY	14.35	136,857.39	8.00	76,296.80
1.8	PLANT MAINTENANCE	9.00	MO	3,200.00	28,800.00	1,900.00	17,100.00
1.9	VEGETATIVE WATERING	1.00	MG	400.00	400.00	15.00	15.00
1.10	IRRIGATION SYSTEM OPER AND MAINT	9.00	MO	19,870.00	178,830.00	800.00	7,200.00
1.11	MOBILIZATION	1.00	LS	50,800.00	50,800.00	100,000.00	100,000.00
1.12	BARRICADES, SIGNS AND TRAFFIC HANDLING	4.00	MO	3,800.00	15,200.00	4,500.00	18,000.00
1.13	TEMP SEDMT CONT FENCE (INSTALL)	1,000.00	LF	3.00	3,000.00	3.40	3,400.00
1.14	TEMP SEDMT CONT FENCE (REMOVE)	1,000.00	LF	1.00	1,000.00	0.50	500.00
1.15	BIODEG EROSN CONT LOGS (REMOVE)	1,000.00	LF	2.00	2,000.00	0.50	500.00
1.16	BIODEG EROSN CONT LOGS (INSTALL)	1,000.00	LF	4.00	4,000.00	5.50	5,500.00
1.17	LOOSE AGGR FOR GROUNDCOVER (TYPE 1)	303.50	CY	548.00	166,318.00	550.00	166,925.00
					1,017,433.86		1,098,989.90

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and C. Green Scaping LP (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Preston Road Green Ribbon
BID 2024-076
Project P20
TXDOT PROJECT #F2B23(092)
CCSJ # 0091-03-030

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes the replacement of various street and marking signs throughout downtown Celina.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Norris Design** which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 72 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time

specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: **$1,017,433.86**

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:

    a. CONTRACTOR'S Bid Response;

    b. CONTRACTOR'S Insurance

    c. Documentation submitted by CONTRACTOR prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **March 7, 2024.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
_____	_____
Robert Ranc, City Manager	
	_____
	Printed Name & Title
_____	_____
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	_____ _____ _____ _____ _____

EJCDC® C-410, Bid Form for Construction Contract.
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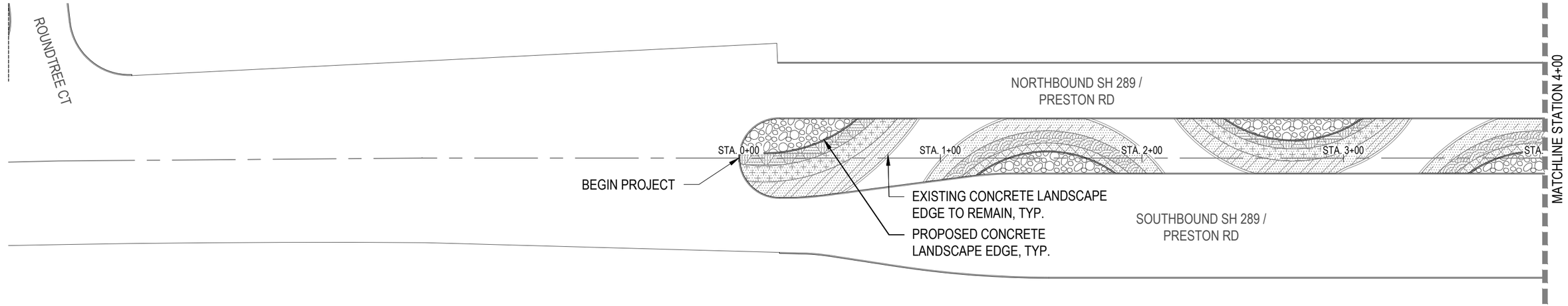
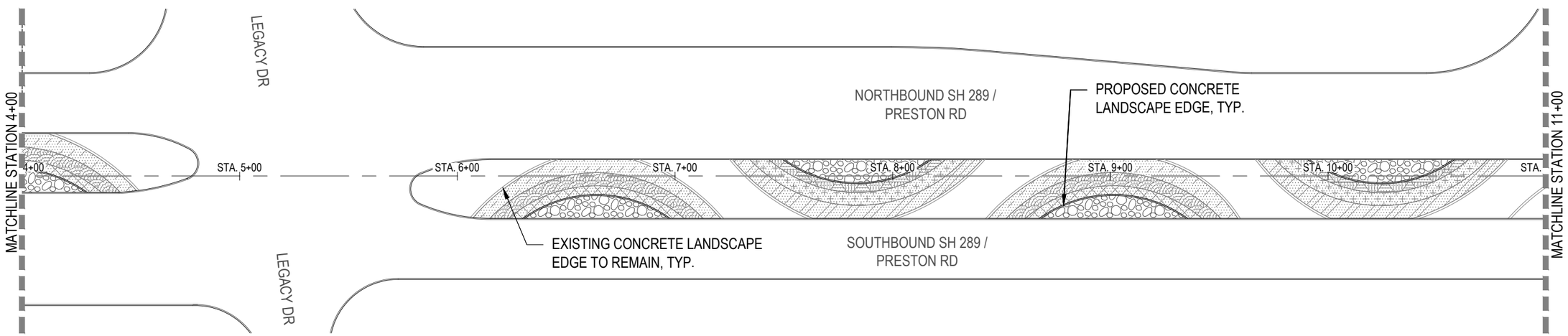
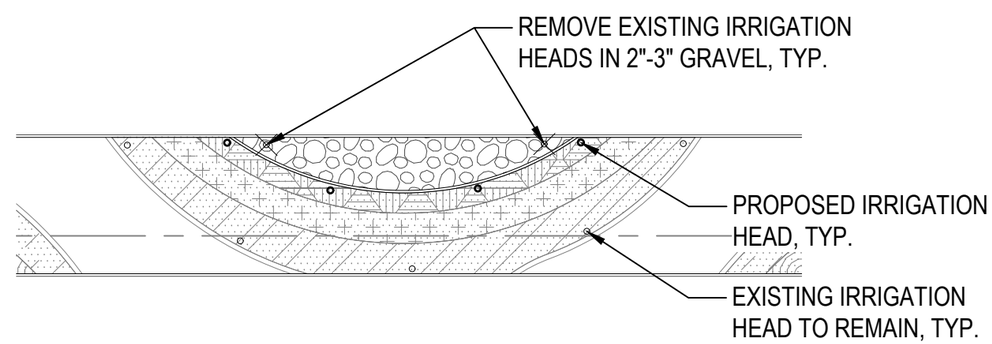




PLANT SCHEDULE SHEET 3A					
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.	639
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.	1,111
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.	1,120
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.	1,540
	SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP	1 GAL	18" O.C.	601
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.	1,532

MATERIAL SCHEDULE SHEET 3A		
SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	14,137 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	49.09 CY



TYPICAL IRRIGATION PLAN

SCALE: 1" = 30'-0"

Notes:
1. ALL UTILITIES TO REMAIN, ADJUST PLANTING ACCORDINGLY

NORTH

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

, P.L.A.
Signature of Registrant & Date

Texas Department of Transportation
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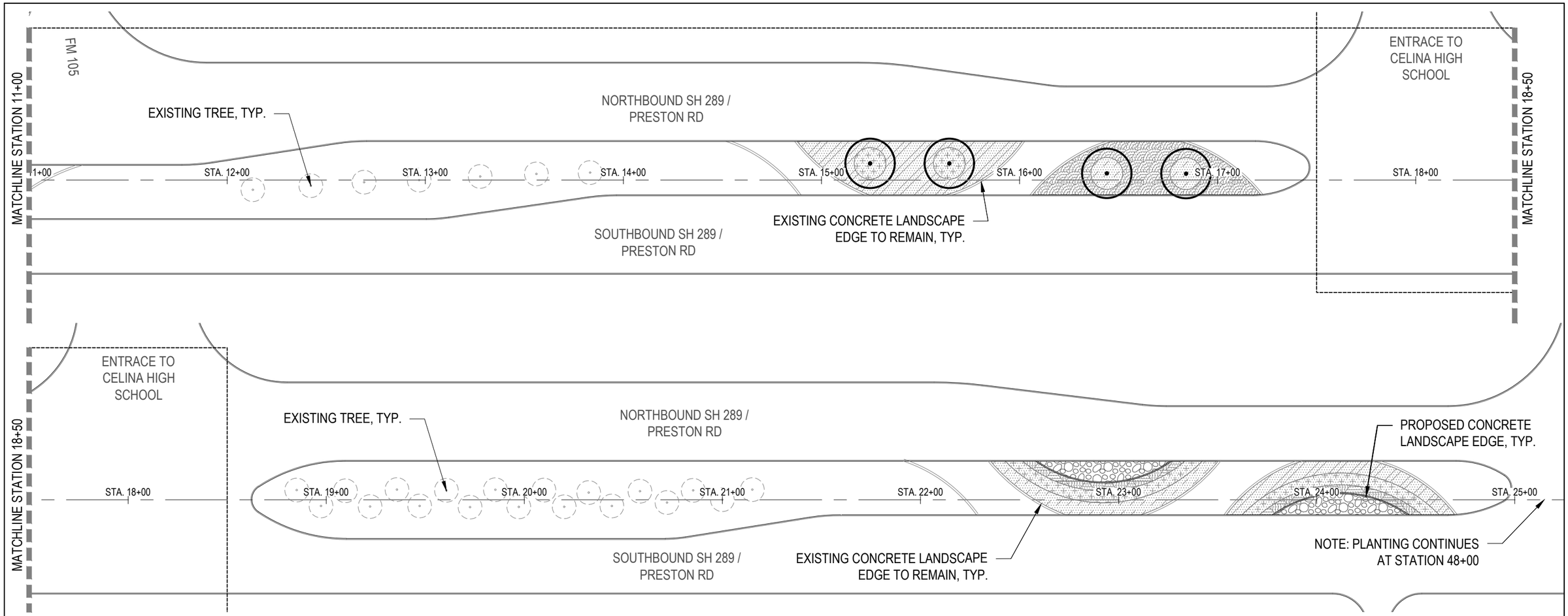
CITY OF CELINA

LANDSCAPE PLAN

SCALE: 1"=50'-0" SHEET 1 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ND	TEXAS	DALLAS	COLLIN	38
CHECK	CONTROL	SECTION	JOB	
ND	0091	03	030, ETC	



PLANT SCHEDULE SHEET 4A						
TREES	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	WATER USE	QTY
	TAXODIUM DISTICHUM	BALD CYPRESS	CONT.	4"CAL	12`-14` H X 5`-6` W	4
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.		302
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.		863
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.		742
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.		568
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.		1,264

MATERIAL SCHEDULE SHEET 4A		
SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	8,082 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	11.83 CY

Notes:
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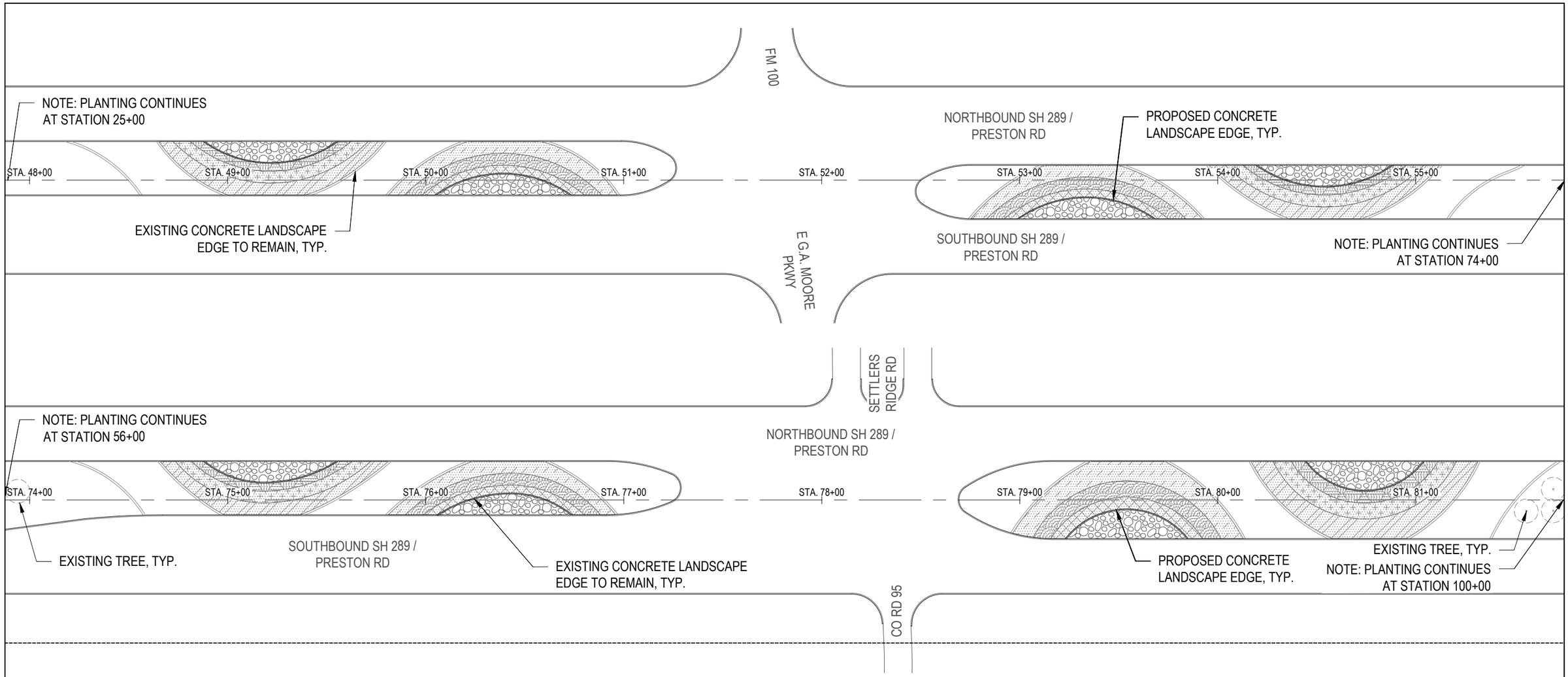
CITY OF CELINA
LANDSCAPE PLAN

SCALE: 1"=50'-0"

SHEET 2 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS ND	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK ND	TEXAS	DALLAS	COLLIN	39
CHECK	CONTROL	SECTION	JOB	
ND	0091	03	030, ETC	



PLANT SCHEDULE SHEET 5A					
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.	672
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.	1,225
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.	1,213
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.	1,765
	SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP	1 GAL	18" O.C.	679
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.	1,747

MATERIAL SCHEDULE SHEET 5A		
SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	15,779 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	50.37 CY

Notes:
1. ALL UTILITIES TO REMAIN, ADJUST PLANTING ACCORDINGLY

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Signature of Registrant & Date

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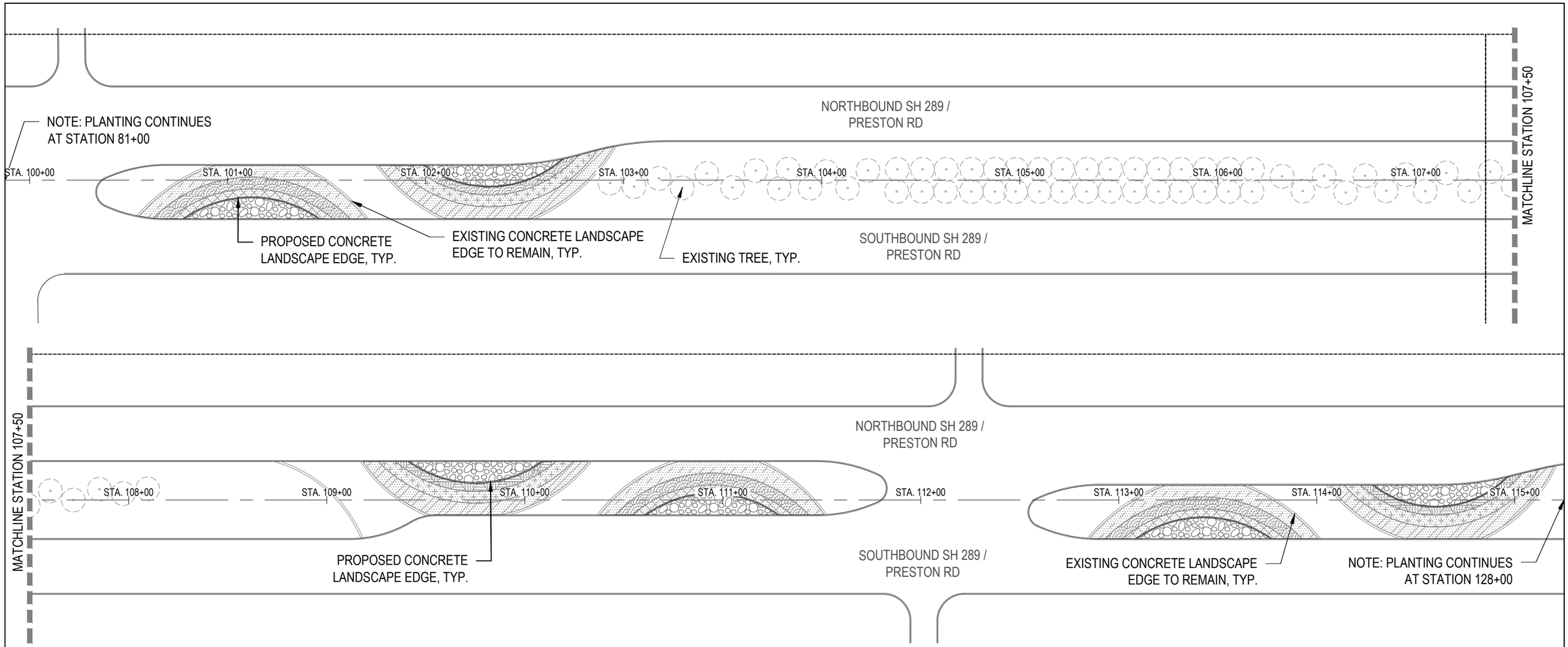
CITY OF CELINA

LANDSCAPE PLAN

SCALE: 1"=50'-0"

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS ND	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK ND	TEXAS	DALLAS	COLLIN	40
	CONTROL	SECTION	JOB	
CHECK ND	0091	03	030, ETC	



PLANT SCHEDULE SHEET 6A					
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.	305
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.	988
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.	858
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.	1,177
	SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP	1 GAL	18" O.C.	450
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.	1,222

MATERIAL SCHEDULE SHEET 6A		
SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	10,808 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	35.68 CY

Notes:
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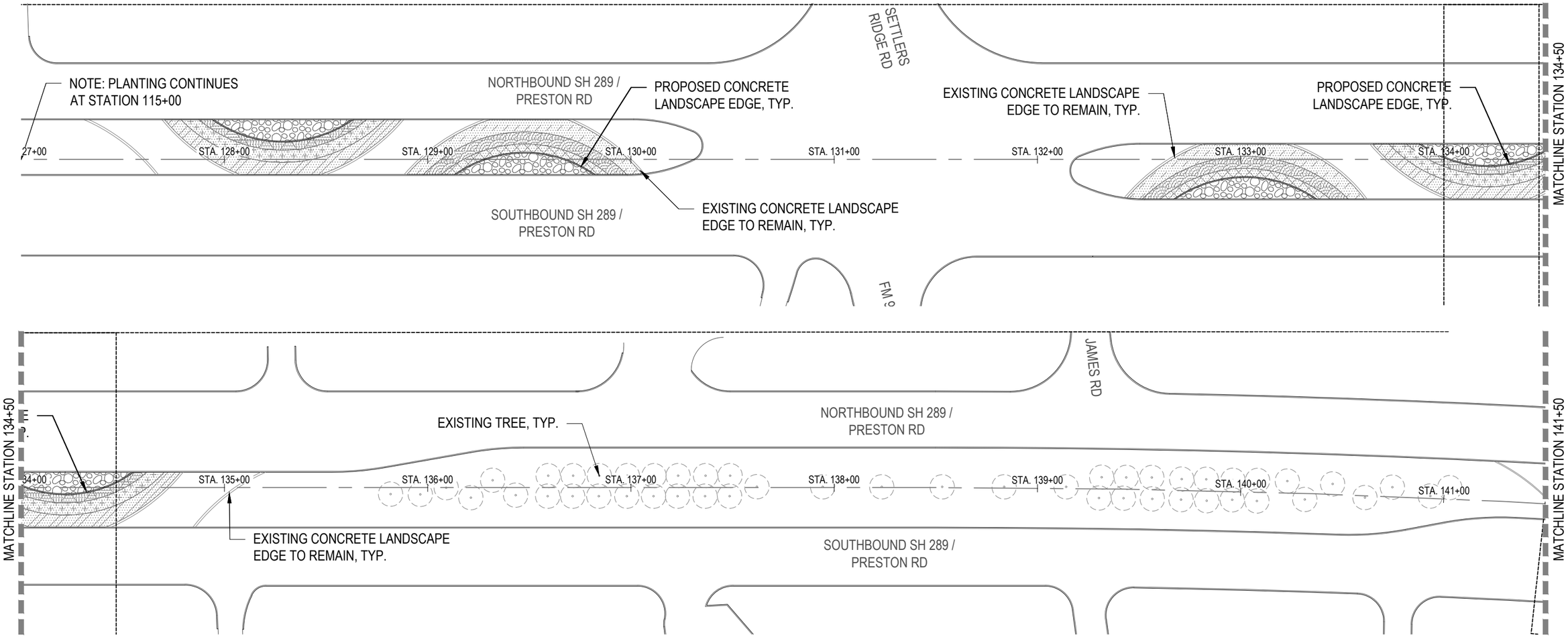
CITY OF CELINA
LANDSCAPE PLAN

SCALE: 1"=50'-0"

SHEET 4 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ND	TEXAS	DALLAS	COLLIN	41
CHECK	CONTROL	SECTION	JOB	
ND	0091	03	030, ETC	



PLANT SCHEDULE SHEET 7A					
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.	300
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.	563
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.	552
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.	790
	SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP	1 GAL	18" O.C.	304
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.	763

MATERIAL SCHEDULE SHEET 7A		
SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	7,074 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	23.73 CY

Notes:
1. ALL UTILITIES TO REMAIN, ADJUST PLANTING ACCORDINGLY

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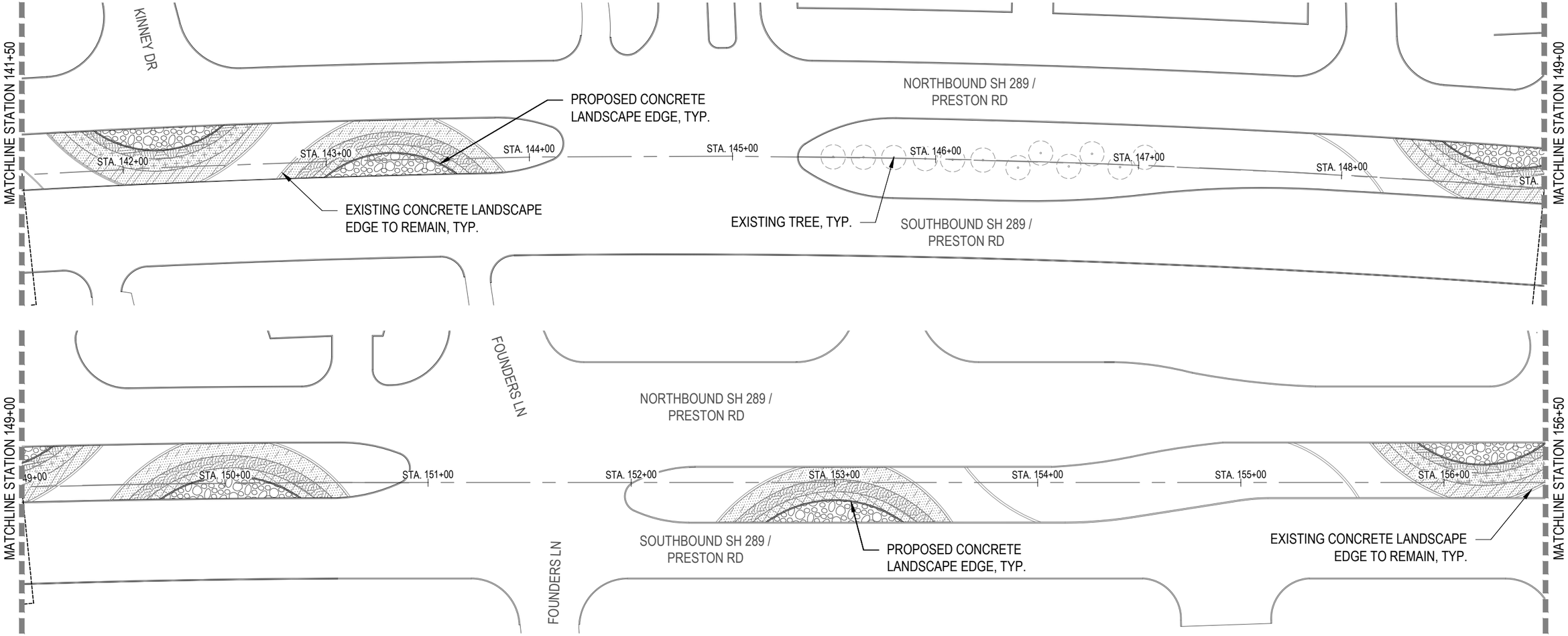
CITY OF CELINA
LANDSCAPE PLAN

SCALE: 1"=50'-0"

SHEET 5 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS ND	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK ND	TEXAS	DALLAS	COLLIN	42
CHECK	CONTROL	SECTION	JOB	
ND	0091	03	030, ETC	



PLANT SCHEDULE SHEET 8A					
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.	431
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.	822
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.	799
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.	1,183
	SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP	1 GAL	18" O.C.	445
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.	1,096

MATERIAL SCHEDULE SHEET 8A		
SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	10,320 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	34.39 CY

Notes:
1. ALL UTILITIES TO REMAIN, ADJUST PLANTING ACCORDINGLY

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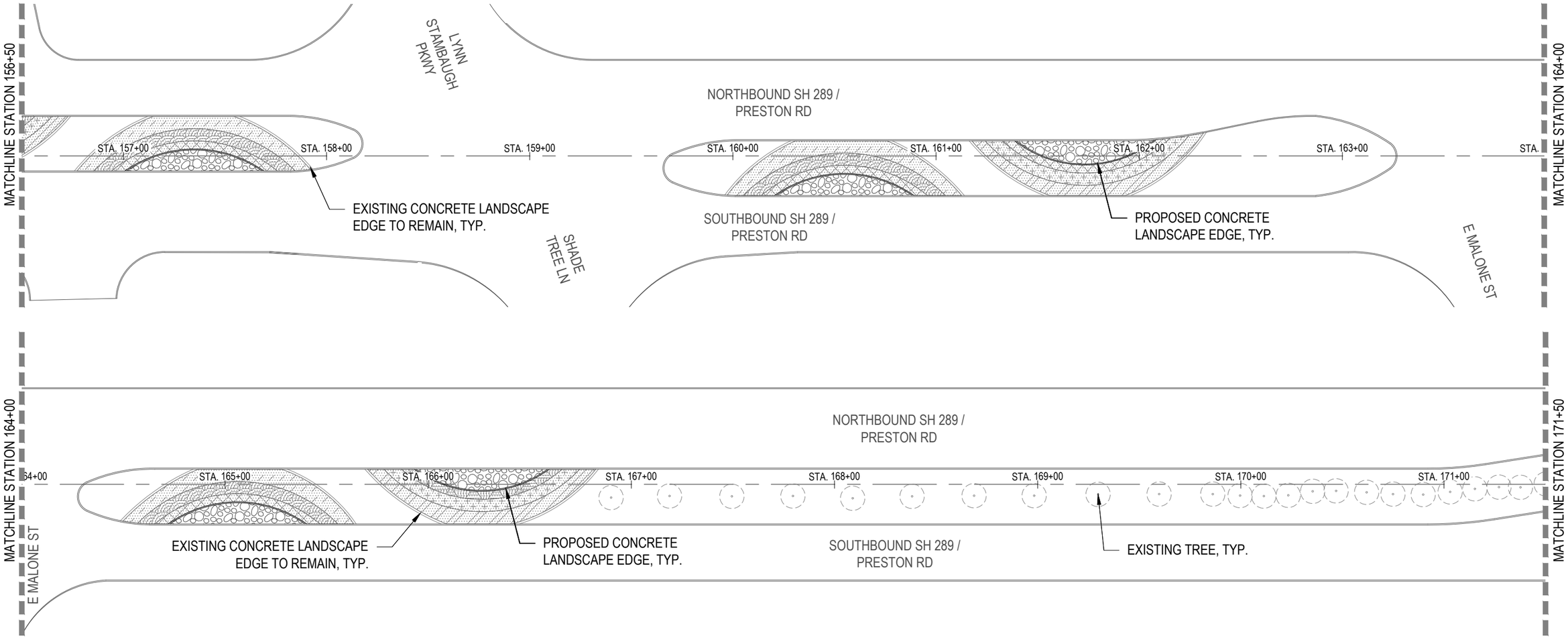
CITY OF CELINA

LANDSCAPE PLAN

SCALE: 1"=50'-0"

SHEET 6 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS ND	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK ND	TEXAS	DALLAS	COLLIN	43
CHECK ND	CONTROL 0091	SECTION 03	JOB 030, ETC	



PLANT SCHEDULE SHEET 9A

GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.	286
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.	829
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.	816
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.	1,193
	SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP	1 GAL	18" O.C.	603
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.	692

MATERIAL SCHEDULE SHEET 9A

SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	8,929 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	29.41 CY

Notes:
1. ALL UTILITIES TO REMAIN, ADJUST PLANTING ACCORDINGLY

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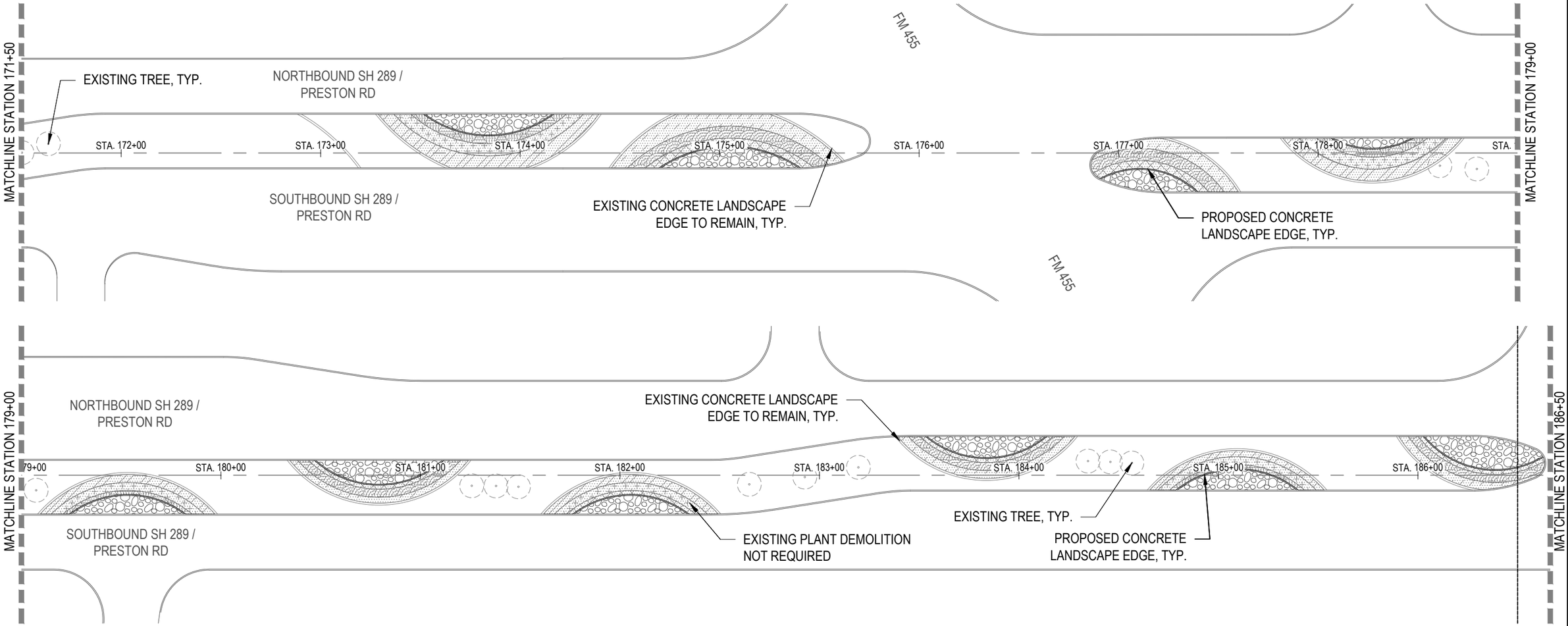
LANDSCAPE PLAN

SCALE: 1"=50'-0"

SHEET 7 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ND	TEXAS	DALLAS	COLLIN	44
CHECK	CONTROL	SECTION	JOB	
ND	0091	03	030, ETC	
CHECK				
ND				



PLANT SCHEDULE SHEET 10A

GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.	367
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.	919
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.	902
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.	1,027
	SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP	1 GAL	18" O.C.	523
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.	1,105

MATERIAL SCHEDULE SHEET 10A

SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	10,452 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	51.1 CY

Notes:
1. ALL UTILITIES TO REMAIN, ADJUST PLANTING ACCORDINGLY

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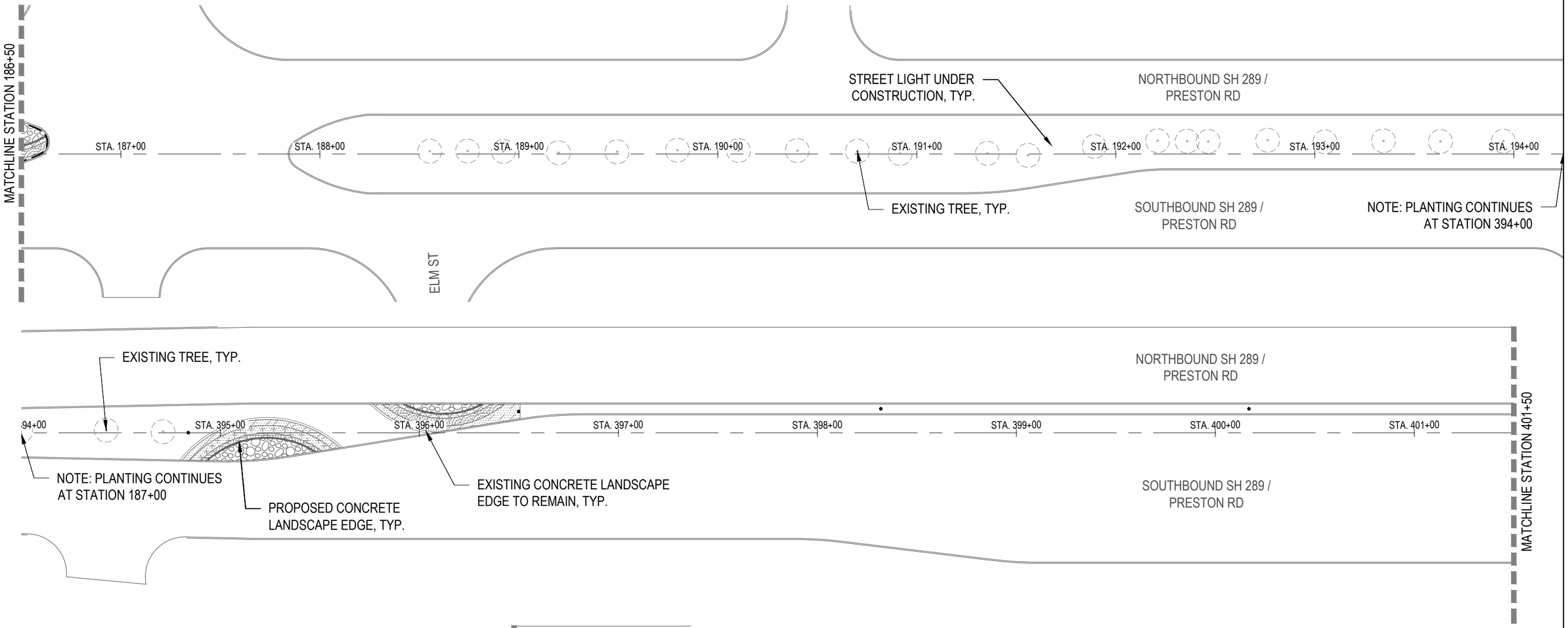
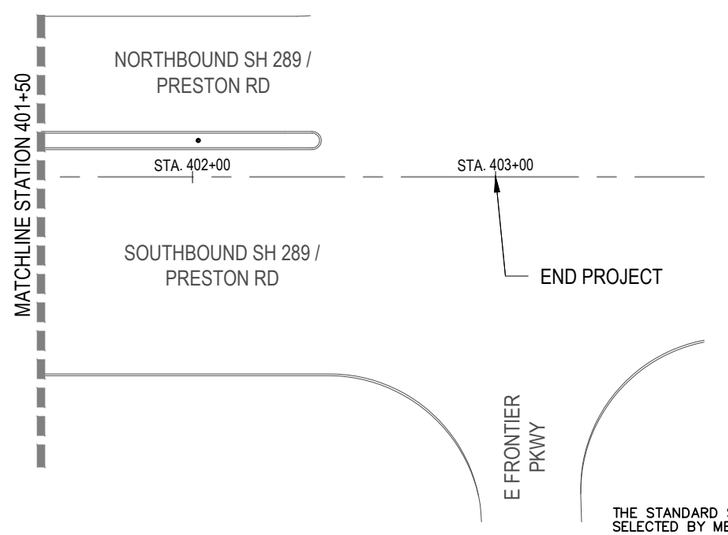
LANDSCAPE PLAN

SCALE: 1"=50'-0"

SHEET 8 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ND	TEXAS	DALLAS	COLLIN	45
CHECK	CONTROL	SECTION	JOB	
ND	0091	03	030, ETC	





PLANT SCHEDULE SHEET 11A					
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	18" O.C.	58
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	1 GAL	18" O.C.	110
	LANTANA CAMARA 'DALLAS RED'	DALLAS RED LANTANA	1 GAL	18" O.C.	135
	LIRIOPE MUSCARI	LILYTURF	1 GAL	18" O.C.	128
	SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP	1 GAL	18" O.C.	44
	TRACHELOSPERMUM ASIATICUM	ASIAN STAR JASMINE	1 GAL	18" O.C.	117

MATERIAL SCHEDULE SHEET 11A		
SYMBOL	DESCRIPTION	QTY
	BED PREPARATION	1,277 SF
SYMBOL	DESCRIPTION	QTY
	2"-3" GRAVEL	6.15 CY

Notes:
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LANDSCAPE PLAN

SCALE: 1"=50'-0"

SHEET 9 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ND	6	(SEE TITLE SHEET)		SH289
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ND	TEXAS	DALLAS	COLLIN	46
CHECK	CONTROL	SECTION	JOB	
ND	0091	03	030, ETC	
CHECK				
ND				

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	March 7, 2024
Re:	Wells South Public Improvement District Neighborhood Improvement Area #7 Preliminary Service and Assessment Plan

---

Action Requested:
Consider and act on a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Neighborhood Improvement Area #7 of the Wells South Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #7 Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #7 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on April 9, 2024 to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #7 of the Wells South Public Improvement District. (Kearney)

Background Information:
The Wells South Public Improvement District (PID), also known as Lilyana, is located in the southeast quadrant of the City near Frontier Parkway and Coit Road. City Council originally approved the Wells South PID on July 14, 2015 at the petitioning of the landowner. The original Service and Assessment Plan (SAP) was approved by City Council on December 7, 2015, including the Major Improvement Area Assessment Roll and Neighborhood Improvement Area (NIA) #1 Assessment Roll. The original SAP has since been amended to add NIAs #2 through #6.

There are 152 lots within NIA #7, bringing the total lot count of the PID to date to 1,309 (the projected total lots for the PID is 1,387).

The estimated authorized public improvement cost for NIA #7 is $5,188,605 (streets, drainage, water, sewer, etc.).

The estimated PID assessment is:

Lot Size	Total Assessment per Unit	Average Annual Installment per Unit
50'	$29,674	$2,532
60'	$34,240	$2,922
70'	$36,522	$3,117

This Resolution identifies the costs of authorized public improvements that are to be financed by the PID assessment within NIA #7. It also approves a preliminary amended and restated service and assessment plan that adds NIA #7. In compliance with state law, the resolution directs the filing of the proposed NIA #7 Assessment Roll with the City Secretary and calls a public hearing on April 9, 2024 during the scheduled City Council meeting to consider an ordinance levying the PID assessments on properties located within NIA #7.

If City Council approves the preliminary SAP (on March 7, 2024), staff will place a levy ordinance on the agenda for consideration on April 9, 2024. Staff also anticipates including a bond Ordinance to issue the associated PID debt for NIAs #6-7 for the Wells South PID on the April 9, 2024 agenda.

Legal Review:
PSAP and Resolution approved by Bond Counsel.

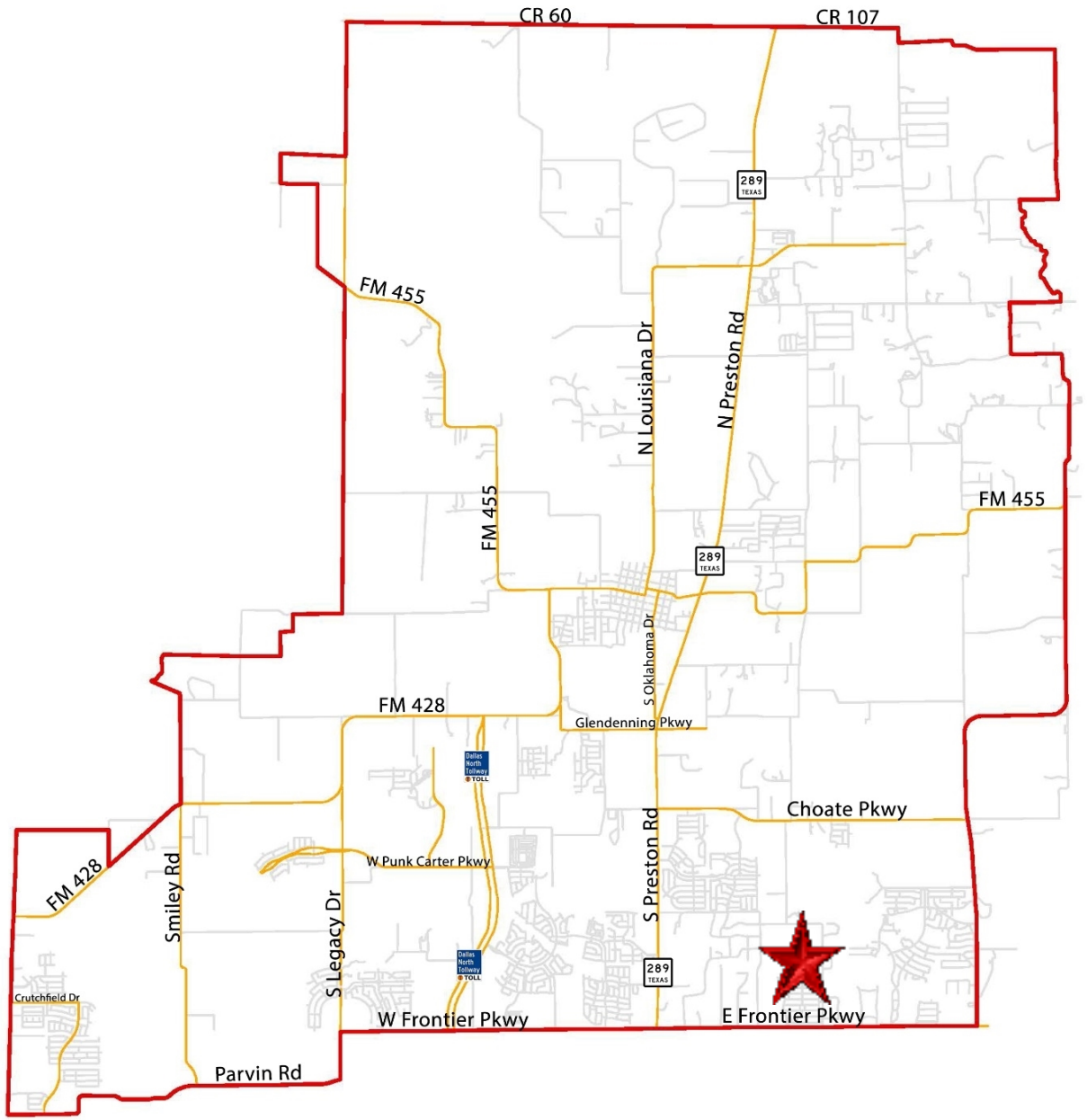
Supporting Documents:
1. Staff Presentation
2. Wells South PID NIA #7 - Resolution Approving PSAP

Financial Consideration:
The resolution does not impact the City's operating funds. It establishes an assessment on property owners within the Neighborhood Improvement Area to fund the identified public improvements.

Staff Recommendation:
Staff recommends approval.

WELLS SOUTH (LILYANA) NIA #7 PRELIMINARY SAP

City Council
March 7, 2024


CR 60
CR 107
289 TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289 TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289 TEXAS
Crutchfield Dr
W Frontier Pkwy
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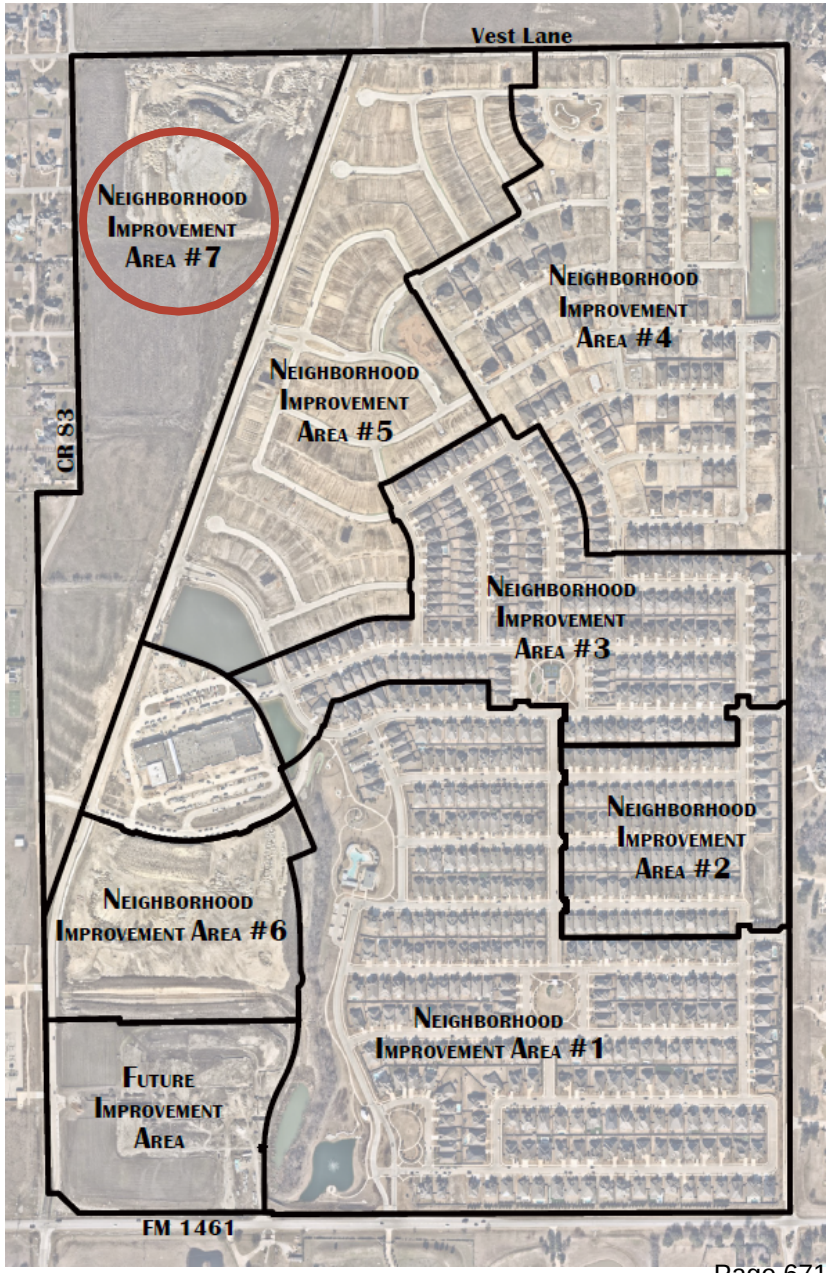
Parvin Rd


Vest Lane
Neighborhood Improvement Area #7
Neighborhood Improvement Area #4
Neighborhood Improvement Area #5
CR 83
Neighborhood Improvement Area #3
Neighborhood Improvement Area #2
Neighborhood Improvement Area #6
Neighborhood Improvement Area #1
Future Improvement Area
FM 1461

WELLS SOUTH (LILYANA) PID

- There are currently 6 established neighborhood improvement areas (NIAs) within the PID
  - 1,157 single family lots across the 6 NIAs
- Requesting to levy assessments against the to-be-constructed NIA #7
  - 152 single family lots
  - Estimated Authorized Improvement Cost: $5,188,605
  - Estimated PID Assessment: $4,895,000
- The NIA #7 Assessments, when levied, are anticipated to secure, together with previously levied assessments in NIA #6, a single series of PID Bonds to be issued following the NIA #7 levy
- There is remaining Future Development Area that may be constructed within the PID

NIA #7 PID ASSESSMENT

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit
50’	$29,674	$2,532
60’	$34,240	$2,922
70’	$36,522	$3,117

*Estimated and subject to change as actual bond costs are determined

NIA #7 TAX RATE ANALYSIS

Tax Rate Analysis	Tax Rate (Per $100/AV)
Calculated Net Tax Rate Equivalent for Overlapping PID Assessments	$0.5200
FYE 2023 Overlapping Tax Rates	$2.3113
Estimated Total Tax Rate	$2.8313

*Estimated and subject to change as actual bond costs are determined

- Calculated Net Tax Rate Equivalent for NIA #7 levy assessment is $0.3900/$100 in valuation
- The Major Improvement Area (levy assessed December 7, 2015) Calculated Net Tax Rate Equivalent for NIA #7 lots is $0.1300/$100 in valuation

TIMELINE

- March 7, 2024 – Pre-SAP and calling a public hearing resolution
- April 9, 2024 – Levy Ordinance for PID assessment
- April 9, 2024 – Bond Ordinance for NIA #6-7 bonds

RECOMMENDATION

- Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2024-____R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #7 OF THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #7, INCLUDING A PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #7 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #7 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR APRIL 9, 2024 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #7 OF THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and the extraterritorial jurisdiction of the City; and

WHEREAS, on July 14, 2015, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City on May 21, 2015 titled "Petition for the Creation of a Public Improvement District Within the ETJ of the City of Celina, Texas, for the Wells South Development" requesting the creation of a public improvement district; and

WHEREAS, on July 14, 2015, the City Council adopted Resolution No. 2015-34R (the "Authorization Resolution"), authorizing, establishing, and creating the “Wells South Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $42,450,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, pursuant to ordinances adopted by the City Council on December 7, 2015, the City Council approved the Wells South Public Improvement District Service and Assessment

Plan, including the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll (the “Original SAP”), levied special assessments for the construction of the Major Improvements against property within the District, levied special assessments for the construction of the Neighborhood Improvement Area #1 Projects against property within Neighborhood Improvement Area #1 of the District, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on July 10, 2018, the City Council approved the Wells South Public Improvement District Service and Assessment Plan, updated for Neighborhood Improvement Area #2, including the Neighborhood Improvement Area #2 Assessment Roll (the "NIA #2 SAP Update") which updated the Original SAP for the District, levied special assessments for the construction of the Neighborhood Improvement Area #2 Improvements against certain property within Neighborhood Improvement Area #2 of the District (“NIA #2A”), set forth the conditions for the collection of the assessments levied against NIA #2A, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 8, 2020, the City Council approved the Wells South Public Improvement District Service and Assessment Plan updated for Neighborhood Improvement Area #3, including the Neighborhood Improvement Area #3 Assessment Roll (the "NIA #3 SAP Update") which updated the NIA #2 SAP Update for the District, levied special assessments for the construction of the Neighborhood Improvement Area #3 Improvements against certain property within Neighborhood Improvement Area #3 of the District, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 28, 2021, the City Council approved the Wells South Public Improvement District Service and Assessment Plan updated for Neighborhood Improvement Area #4, including the Neighborhood Improvement Area #4 Assessment Roll (the "NIA #4 SAP Update") which updated the NIA #3 SAP Update for the District, levied special assessments for the construction of the Neighborhood Improvement Area #4 Improvements against certain property within Neighborhood Improvement Area #4 of the District, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 13, 2022, the City Council approved the Wells South Public Improvement District Service and Assessment Plan updated for Neighborhood Improvement Area #5, including the Neighborhood

Improvement Area #5 Assessment Roll (the "NIA #5 SAP Update") which updated the NIA #4 SAP Update for the District, levied special assessments for the construction of the Neighborhood Improvement Area #5 Improvements against certain property within Neighborhood Improvement Area #5 of the District, and established a lien on such property; and

WHEREAS, pursuant to an ordinance adopted by the City Council on August 8, 2023, the City Council approved the Wells South Public Improvement District Service and Assessment Plan updated for Neighborhood Improvement Area #6, including the Neighborhood Improvement Area #6 Assessment Roll (the "NIA #6 SAP Update") which updated the NIA #5 SAP Update for the District, levied special assessments for the construction of the Neighborhood Improvement Area #6 Improvements against certain property within Neighborhood Improvement Area #6 of the District, and established a lien on such property; and

WHEREAS, the City Council and the City staff have been presented a preliminary service and assessment plan updated for Neighborhood Improvement Area #7, including a proposed Neighborhood Improvement Area #7 Assessment Roll attached thereto (the “Preliminary Updated SAP”), which updates the Original SAP (as amended and restated by Annual Service Plan Updates and other updates to the Original SAP previously approved by the City Council) for the District to include assessments proposed to be levied against property within Neighborhood Improvement Area #7 of the District that benefit from the Neighborhood Improvement Area #7 Improvements (as defined below). A copy of the Preliminary Updated SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting Neighborhood Improvement Area #7 of the District, (iv) identifies the costs of the Neighborhood Improvement Area #7 Improvements, and (v) sets forth the proposed assessment roll for Neighborhood Improvement Area #7 (the “Proposed Neighborhood Improvement Area #7 Assessment Roll”); and

WHEREAS, the Preliminary Updated SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time for the benefit of property within Neighborhood Improvement Area #7 (the “Neighborhood Improvement Area #7 Improvements”) and the Proposed Neighborhood Improvement Area #7 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Neighborhood Improvement Area #7 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary Updated SAP; and

WHEREAS, the PID Act requires that the Proposed Neighborhood Improvement Area #7 Assessment Roll be filed with the municipal secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within Neighborhood Improvement Area #7 of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AS FOLLOWS:

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary Updated SAP for the District, including the Proposed Neighborhood Improvement Area #7 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Updated SAP.

SECTION 3. The City Council hereby determines that the total costs of the Neighborhood Improvement Area #7 Improvements to be financed by the District are as set forth in Table IV-H of the Preliminary Updated SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Neighborhood Improvement Area #7 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Neighborhood Improvement Area #7 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Neighborhood Improvement Area #7 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Neighborhood Improvement Area #7 of the District that benefits from the Neighborhood Improvement Area #7 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Updated SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Neighborhood Improvement Area #7 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council expressly defers the levy of special assessments against property within Future Neighborhood Improvement Areas for Authorized Improvements that will benefit such property until such time as the costs of such Authorized Improvements can be determined with certainty as referenced in the Preliminary Updated SAP.

SECTION 8. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing, as defined above) to be held on **April 9, 2024, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Neighborhood Improvement Area #7 of the District that benefits from the Neighborhood Improvement Area #7 Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **April 9, 2024**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **March 28, 2024**, as required by Section 372.016(b) of the PID Act.

SECTION 10. When the Proposed Neighborhood Improvement Area #7 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **March 28, 2024** to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **April 9, 2024**, as required by Section 372.016(c) of the PID Act.

SECTION 11. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **April 9, 2024** meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

ADOPTED, PASSED, AND APPROVED on this the 7th day of March, 2024.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY UPDATED SAP

WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

December 7, 2015

As updated for Neighborhood Improvement Area #2 on July 10, 2018, Neighborhood Improvement Area #3 on September 8, 2020, Neighborhood Improvement Area #4 on September 28, 2021, Neighborhood Improvement Area #5 on September 13, 2022, Neighborhood Improvement Area #6 on August 8, 2023, and Neighborhood Improvement Areas #6-7 Bonds on March 7, 2024.

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

WELLS SOUTH
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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RECITALS

WHEREAS, certain terms used herein are defined in Section I.B hereof; and

WHEREAS, on May 21, 2015, The George White Family Limited Partnership, a Texas limited partnership, and the owner of a majority of certain real property within the extraterritorial jurisdiction of the City, petitioned the City for the creation of a PID; and

WHEREAS, on July 14, 2015, after notice and a public hearing in the manner required by law, the City Council of the City, Texas approved a Resolution No. 2015-34R authorizing the creation of the Wells South Public Improvement District (the "District"); and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, on December 7, 2015, after notice and public hearings conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-65 and 2015-66 approving the Wells South Public Improvement District Service and Assessment Plan (the "Original SAP") and approving the Major Improvement Area Assessment Roll and Neighborhood Improvement Area #1 Assessment Roll and levying assessments on property in the Major Improvement Area and Neighborhood Improvement Area #1; and

WHEREAS, the City and the Master Developer entered that certain Wells South Public Improvement District Reimbursement Agreement, effective December 7, 2015 (the "PID Reimbursement Agreement"), under which the City agrees to reimburse the Master Developer for a portion of the Actual Costs of certain Authorized Improvements with interest, as permitted by the PID Act; and

WHEREAS, on July 10, 2018, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2018-31 approving an updated Wells South Public Improvement District Service and Assessment Plan (the "2018 SAP Update") approving the Neighborhood Improvement Area #2 Assessment Roll and levying assessments for Neighborhood Improvement Area #2 Improvements on property in Neighborhood Improvement Area #2 in the District; and

WHEREAS, on August 27, 2019, the City Council approved an Annual Service Plan Update (the "2019 SAP Update") including reallocation of Neighborhood Improvement Area #2 Assessments in the amount of $954,263 for the Neighborhood Improvement Area #2 Improvements (from the initial total levy of $2,125,000) following subdivision of 99 Lots within Neighborhood Improvement Area #2; and

WHEREAS, the City levied Assessments on the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property for those water and sewer Major Improvements financed and constructed by the City and described in Section III of the Original SAP, constructed and installed in accordance with the Original SAP, as amended or updated from time to time, (the "2015 CCMI Assessment"); and

WHEREAS, in an ordinance adopted by the City Council on August 11, 2020, approving an amended and restated Service and Assessment Plan (the "Original Amended and Restated

Service and Assessment Plan"), which updated, amended, restated, and replaced the Original SAP, the 2018 SAP Update, and the 2019 SAP Update, and pursuant to direction from the Administrator that the conditions required for completely reducing the 2015 CCMI Assessments, the City formally released the 2015 CCMI Assessment portion of the Major Improvement Area Assessment and the Neighborhood Improvement Area #1 Assessments, and the 2015 CCMI Assessment portion of the Major Improvement Area Assessment or the Neighborhood Improvement Area #1 Assessments will no longer be included in the Assessment Revenues reimbursed to the City for the costs of the water and sewer Major Improvements financed and constructed by the City; and

WHEREAS, in early 2020, the City and the Master Developer determined that due to the change in the development plan, the Master Developer would no longer construct Neighborhood Improvement Area #2 Improvements related to the unallocated Neighborhood Improvement Area #2 Assessment amount of $1,170,737 (i.e. $2,125,000 - $954,263 = $1,170,737) and such unallocated Neighborhood Improvement Area #2 Assessment amount was released as described below; and

WHEREAS, on September 8, 2020 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2020-75 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 8, 2020 (the "2020 Amended and Restated Service and Assessment Plan"), which updated and replaced the Original Amended and Restated Service and Assessment Plan, and approved the Neighborhood Improvement Area #3 Assessment Roll, levied assessments for the Neighborhood Improvement Area #3 Improvements and released that unallocated portion of the Neighborhood Improvement Area #2 Assessments;

WHEREAS, on September 14, 2021 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2021-78 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 14, 2021 (the "2021 Amended and Restated Service and Assessment Plan"), to update and replace the 2020 Amended and Restated Service and Assessment Plan, which ordinance also approved the Neighborhood Improvement Area #4 Assessment Roll and levied assessments for the Neighborhood Improvement Area #4 Improvements; and

WHEREAS, on September 13, 2022 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2022-110 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of September 13, 2022 (the "2022 Amended and Restated Service and Assessment Plan"), to update and replace the 2021 Amended and Restated Service and Assessment Plan, which ordinance also approved the Neighborhood Improvement Area #5 Assessment Roll and levied assessments for the Neighborhood Improvement Area #5 Improvements; and

WHEREAS, on August 8, 2023 after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2023-94 approving the Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of August 8, 2023 (the "2023 Amended and Restated Service and Assessment Plan"), to update and replace the 2022 Amended and Restated Service and Assessment Plan, which ordinance also

approved the Neighborhood Improvement Area #6 Assessment Roll and levied assessments for the Neighborhood Improvement Area #6 Improvements.

WHEREAS, on [April 9, 2024] after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. _____ approving this Wells South Public Improvement District Amended and Restated Service and Assessment Plan, dated as of [April 9, 2024] (the "2024 Amended and Restated Service and Assessment Plan"), to update and replace the 2023 Amended and Restated Service and Assessment Plan, which ordinance also updated the Neighborhood Improvement Area #6 Assessment Roll in connection with the issuance of the of the Neighborhood Improvement Areas #6-7 Bonds, and approved the Neighborhood Improvement Area #7 Assessment Roll and levied assessments for the Neighborhood Improvement Area #7 Improvements.

NOW THEREFORE, the 2024 Amended and Restated Service and Assessment Plan is set forth below:

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

The City Council of the City of Celina, Texas authorized the creation of the PID to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created and all of which was subsequently annexed by the City and is now located within the corporate limits of the City.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements to be constructed.

Chapter 372 of the Texas Local Government Code (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "SAP") was prepared pursuant to the PID Act. The PID Act requires that a service plan "(i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements, and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended." The PID Act also requires the City "review and update the service plan annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in Section IV herein. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix C.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed Assessment Roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter. The current Assessment Rolls for the PID are included as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L of this Service and Assessment Plan. The Assessments as shown on each applicable Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes related to such Public Improvement (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Public Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

"Additional Interest Rate" means the rate not to exceed 0.50% collected as part of the Special Assessments collected from Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, Neighborhood Improvement Area #6, and Neighborhood Improvement Area #7.

"Additional Interest Reserve" has the meaning set forth in Section V.I of this Service and Assessment Plan.

"Administrative Expenses" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Public Improvements.

"Administrator" means the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments, including interest, as shown on the Assessment Rolls attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L as applicable, or in an Annual Service Plan Update, and calculated as provided in Section V.D

of this Service and Assessment Plan, (ii) the amount collected (if applicable) for the Additional Interest Rate for the following (as applicable): (a) the Prepayment Reserve described in Section V.G of this Service and Assessment Plan (with respect to the Major Improvement Area Bonds and Neighborhood Improvement Area #1 Bonds), (b) the Delinquency Reserve described in Section V.H of this Service and Assessment Plan (with respect to the Major Improvement Area Bonds and Neighborhood Improvement Area #1 Bonds) and/or (c) the Additional Interest Reserve described in Section V.I of this Service and Assessment Plan (with respect to the Neighborhood Improvement Areas #2-3 Bonds, Neighborhood Improvement Area #4 Bonds, Neighborhood Improvement Area #5 Bonds, and Neighborhood Improvement Areas #6-7 Bonds); and (iii) the Administrative Expenses described in Section V.F of this Service and Assessment Plan.

"Annual Service Plan Update" has the meaning set forth in Section IV of this SAP.

"Assessed Property" or **"Assessed Properties"** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, or Appendix L (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

"Assessment" or **"Special Assessment"** means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments, updates or supplements to the Service and Assessment Plan) and levying Special Assessments against Assessed Property.

"**Assessment Roll**" or "**Assessment Rolls**" means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, the Neighborhood Improvement Area #4 Assessment Roll, the Neighborhood Improvement Area #5 Assessment Roll, the Neighborhood Improvement Area #6 Assessment Roll, and the Neighborhood Improvement Area #7 Assessment Roll, included in this SAP as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Authorized Improvements" or "**Public Improvements**" mean those public improvements described in Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"**Budgeted Cost(s**)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certificate for Payment" means the certificate to be provided by the Master Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements substantially in the form of Exhibit A attached to the PID Reimbursement Agreement or otherwise approved by the Developer and the City.

"City" means the City of Celina, Texas.

"**City Council**" means the duly elected governing body of the City.

"**Commercial Parcel"** means a Parcel located within the PID which has been designated at the time of the adoption of the applicable Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

"**County**" means Collin County, Texas.

"**Delinquency Reserve**" has the meaning set forth in Section V.H of this SAP.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees but excludes any amount collected as a Assessment or interest thereon.

"Developer" means, collectively, the Master Developer, Neighborhood Improvement Areas #5-7 Developer and the Neighborhood Improvement Areas #5-7 Fee Developer.

"Development Agreement" means that certain "Amended and Restated Development Agreement (Wells South Tract)" related to the Property and effective as of April 28, 2015, by and between the City and The George White Family Limited Partnership approved by the City Council on September 8, 2015 and recorded in the real property records of the County as Document No. 20151123001468610 on November 23, 2015;and, as assigned by that certain "Assignment and Assumption of Celina Development Agreement (Wells South)" effective as of January 5, 2016 by and between The George White Family Limited Partnership and Master Developer and recorded in the real property records of the County as Document No. 20160321000333010 on March 21, 2016; and, as amended by that certain "First Amendment to Amended and Restated Development Agreement (Wells South Tract)", effective as of February 13, 2018, by and between the City and Master Developer and approved by the City Council on February 13, 2018 and recorded in the real property records of the County as Document No. 20180511000580740 on May 11, 2018, and any future amendments thereto.

"Future Neighborhood Improvement Areas" means any Neighborhood Improvement Area to be defined and developed after Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, Neighborhood Improvement Area #6, and Neighborhood

Improvement Area #7 within the boundaries of the PID and which are not subject to Assessments other than those related to the Major Improvements at this time.

"Future Neighborhood Improvement Area Bonds" means PID Bonds, if and when issued, to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds (or the creation of an obligation under the PID Reimbursement Agreement related to such Future Neighborhood Improvement Area), Assessments related to such Future Neighborhood Improvement Area Bonds (or the related obligation under the PID Reimbursement Agreement) will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Authorized Improvements which will only benefit such Future Neighborhood Improvement Area.

"Future Neighborhood Improvement Area Improvements" means those Authorized Improvements which will confer a special benefit solely on the related Future Neighborhood Improvement Area.

"Homebuyer Disclosure" means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the homebuyer disclosure for the PID is attached as Appendix C hereto.

"Indenture" means an indenture of trust, trust agreement, or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

"Lot" means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, Lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the Lot, as determined by the Administrator and confirmed by the City Council.

"**Major Improvements**" means the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Major Improvement Area" or **"MIA"** means the property within the PID as generally shown in Appendix A and described as the property legally described in Appendix B-1 save and except

for the approximately 93.2 acres within Neighborhood Improvement Area #1 legally described in Appendix B-2.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Assessments relating to the Major Improvement Area Projects have been levied.

"Major Improvement Area Assessment Roll" means the document included in this SAP as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of the Major Improvement Area Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) that are secured by Assessments levied on Major Improvement Area Assessed Property.

"Major Improvement Area Projects" means the Major Improvement Area's proportionate share of the Major Improvements.

"Master Developer" means Celina Development, LLC, a Texas limited liability company, including its successors and assigns.

"Neighborhood Improvement Area" or **"NIA"** means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds or the creation of an obligation under the PID Reimbursement Agreement for the Authorized Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

"Neighborhood Improvement Area #1" or **"NIA #1"** means the initial Neighborhood Improvement Area consisting of approximately 93.2 acres within the PID and as specifically described in Appendix B-2 and as depicted in Appendix A.

"**Neighborhood Improvement Area #1 Assessed Property**" means, for any year, all Parcels within Neighborhood Improvement Area #1, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #1 Improvements and Neighborhood Improvement Area #1's proportionate share of the Major Improvements have been levied.

"**Neighborhood Improvement Area #1 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #1 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

"Neighborhood Improvement Area #1 Improvements" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in Section III.C.

"Neighborhood Improvement Area #1 Projects" mean, collectively, the: (i) pro rata portion of the Major Improvements allocable to Neighborhood Improvement Area #1, and (ii) Neighborhood Improvement Area #1 Improvements.

"Neighborhood Improvement Area #2" or **"NIA #2"** means the second Neighborhood Improvement Area consisting of approximately 21.347 acres within the PID and as specifically described in Appendix B-3 and as depicted in Appendix A.

"Neighborhood Improvement Area #2 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #2, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #2 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #2 Improvements have been levied.

"Neighborhood Improvement Area #2 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #2 included in this SAP as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #2 Improvements" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #2 and are described in Section III.D; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #2-3 Bonds

"Neighborhood Improvement Area #3" or **"NIA #3"** means the third Neighborhood Improvement Area consisting of approximately 44.724 acres within the PID and as specifically described in Appendix B-4 and as depicted in Appendix A.

"Neighborhood Improvement Area #3 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #3, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #3 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #3 Improvements have been levied.

"Neighborhood Improvement Area #3 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #3 included in this SAP as Appendix H, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #3 Improvements" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #3 and are described in Section III.E; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #2-3 Bonds.

"Neighborhood Improvement Area #4" or **"NIA #4"** means the fourth Neighborhood Improvement Area consisting of approximately 67.494 acres within the PID and as specifically described in Appendix B-5 and as depicted in Appendix A.

"Neighborhood Improvement Area #4 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #4, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #4 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #4 Improvements have been levied.

"Neighborhood Improvement Area #4 Assessment Roll" means the Assessment Roll covering Neighborhood Improvement Area #4 included in this SAP as Appendix I, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #4 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2021 (Wells South Public Improvement District Neighborhood Improvement Area #4 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #4 Assessed Property.

"**Neighborhood Improvement Area #4 Improvements**" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #4 and are described in Section III.F; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #4 Bonds.

"Neighborhood Improvement Area #5" or **"NIA #5"** means the fifth Neighborhood Improvement Area consisting of approximately 54.720 acres within the PID and as specifically described in Appendix B-6 and as depicted in Appendix A.

"Neighborhood Improvement Area #5 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #5, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #5 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #5 Improvements have been levied.

"**Neighborhood Improvement Area #5 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #5 included in this SAP as Appendix J, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #5 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2022 (Wells South Public Improvement District Neighborhood Improvement Area #5 Project) that are secured by Assessments levied on the Neighborhood Improvement Area #5 Assessed Property.

"**Neighborhood Improvement Area #5 Improvements**" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #5 and are described in Section III.G; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #5 Bonds.

"Neighborhood Improvement Area #6" or **"NIA #6"** means the sixth Neighborhood Improvement Area consisting of approximately 21.063 acres within the PID and as specifically described in Appendix B-7 and as depicted in Appendix A.

"Neighborhood Improvement Area #6 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #6, other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #6 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #6 Improvements have been levied.

"**Neighborhood Improvement Area #6 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #6 included in this SAP as Appendix K, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"Neighborhood Improvement Area #6 Reimbursement Agreement Obligation" means the reimbursement obligation related to the Actual Costs of the Neighborhood Improvement Area #6 Improvements to be paid from Assessments secured by the Neighborhood Improvement Area #6 Assessed Property for the Neighborhood Improvement Area #6 Improvements under the terms of the Reimbursement Agreement and/or with a portion of the proceeds of the Neighborhood Improvement Areas #6-7 Bonds allocable to Neighborhood Improvement Area #6.

"**Neighborhood Improvement Area #6 Improvements**" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #6 and are described in Section III.H; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #6-7 Bonds allocable to Neighborhood Improvement Area #6.

"Neighborhood Improvement Area #7" or **"NIA #7"** means the seventh Neighborhood Improvement Area consisting of approximately 48.38 acres within the PID and as specifically described in Appendix B-8 and as depicted in Appendix A.

"Neighborhood Improvement Area #7 Assessed Property" means, for any year, all Parcels within Neighborhood Improvement Area #7 other than Non-Benefited Property, and listed in the Neighborhood Improvement Area #7 Assessment Roll against which Assessments relating to the Neighborhood Improvement Area #7 Improvements are anticipated to be levied.

"**Neighborhood Improvement Area #7 Assessment Roll**" means the Assessment Roll covering Neighborhood Improvement Area #7 included in this SAP as Appendix L, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

"**Neighborhood Improvement Area #7 Improvements**" means those Authorized Improvements that confer a special benefit solely on Neighborhood Improvement Area #7 and are described in Section III.I; and, that are financed with a portion of the proceeds of the Neighborhood Improvement Areas #6-7 Bonds allocable to Neighborhood Improvement Area #7.

"Neighborhood Improvement Areas #2-3 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2020 (Wells South Public Improvement District Neighborhood Improvement Areas #2-3 Project) that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #2 Assessed Property and Neighborhood Improvement Area #3 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements.

"Neighborhood Improvement Areas #5-7 Developer" means M/I Homes of DFW, LLC, a Delaware limited liability company, including its successors and assigns.

"Neighborhood Improvement Areas #5-7 Fee Developer" means HWC Development Management Services, L.P., a Texas limited partnership, acting on behalf of the Neighborhood Improvement Areas #5-7 Developer in the development of Neighborhood Improvements Areas #5, #6 and #7.

"Neighborhood Improvement Areas #6-7 Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project) that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Neighborhood Improvement Area #6 Assessed Property and Neighborhood Improvement Area #7 Assessed Property, or the Annual Installments thereof, for the Neighborhood Improvement Area #6 Improvements and Neighborhood Improvement Area #7 Improvements.

"Non-Benefited Property" means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements as determined by City Council, which may include Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to Section VI.H, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.I.

"**Owner's Association**" means a homeowner's association or property owner's association.

"Owner's Association Assessment Allocation" means 1% of the total Assessment collected from a specific Parcel or Neighborhood Improvement Area as may be shown in an Assessment Roll that is allocated to cover the benefit received by the Owner's Association from the Authorized Improvements benefitting the Owner's Association Property.

"Owner's Association Property" or **"OAP"** means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an

easement, to an Owner's Association established for the benefit of a group of homeowners or property owners within the PID.

"Parcel" means a property identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Chapter 372 of the Texas Local Government Code, as amended.

"PID Bonds" means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Areas #2-3 Bonds, the Neighborhood Improvement Area #4 Bonds, the Neighborhood Improvement Area #5 Bonds, the Neighborhood Improvement Areas #6-7 Bonds and any Future Neighborhood Improvement Area Bonds if issued to finance Authorized Improvements in a Future Neighborhood Improvement Area.

"PID Reimbursement Agreement" means that certain PID Reimbursement Agreement – Wells South, dated December 7, 2015, by and between the City and the Master Developer in which the City agrees to reimburse the Master Developer for a portion of Actual Costs of the Authorized Improvements with interest as permitted by the PID Act.

"Prepayment Costs" mean interest and Administrative Expenses to the date of prepayment, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

"**Prepayment Reserve**" has the meaning set forth in Section V.G of this SAP.

"Property" means the approximately 400.524 acres of property depicted and described by metes and bounds on Exhibit B to Resolution No. 2015-34R as adopted by City Council on July 14, 2015 and is legally described in Appendix B-1 to this SAP and is depicted in Appendix A of this SAP.

"Public Property" means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, prescription, or by plat.

"**Residential Parcel"** means a Parcel located within the PID which has been designated at the time of the approval of this SAP for the future development of single family residential homes.

"Service and Assessment Plan" means this 2024 Amended and Restated Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended and updated from time to time in accordance with the PID Act.

"Trustee" means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is currently located within the City and contains approximately 400.524 gross acres. A map of the property within the PID is shown on Appendix A and described in Appendix B-1 to this Service and Assessment Plan.

At completion, the PID is expected to consist of 1,309 single family residential units, 78 attached townhomes, and approximately 53,143 gross square feet of commercial, right-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Residential:		
Single Family – 70 Ft[1]	159	Units
Single Family – 60 Ft	388	Units
Single Family – 50 Ft	762	Units
Townhomes	78	Units
Subtotal Residential	*1,387*	*Units*
Non-Residential:		
Commercial	53,143	Square feet
Subtotal Commercial	*53,143*	*Square feet*

[1] 70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

B. PROPERTY LOCATED IN NEIGHBORHOOD IMPROVEMENT AREA #1

Neighborhood Improvement Area #1 consists of approximately 93.2 acres and contains 293 single family residential units. A map of the property within Neighborhood Improvement Area #1 is shown on Appendix A and described in Appendix B-2 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #1 of the PID has been developed as shown in Table II-B.

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Table II-B
Actual Development – Neighborhood Improvement Area #1

Proposed Development	Quantity	Measurement
Single Family – 70 Ft	85	Units
Single Family – 60 Ft	111	Units
Single Family – 50 Ft	97	Units
Total	**293**	**Units**

C. Property Located in the Major Improvement Area

The Major Improvement Area consists of Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, Neighborhood Improvement Area #6, Neighborhood Improvement Area #7, and the Future Neighborhood Improvement Areas. A map of the property within the Major Improvement Area is shown on Appendix A and described in Appendix B-1 (save and except for the approximately 93.2 acres within Neighborhood Improvement Area #1 legally described in Appendix B-2) to this Service and Assessment Plan.

At completion, the Major Improvement Area is expected to consist of 1,016 single family residential units, 78 attached townhomes, and approximately 53,143 gross square feet of commercial, right-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the Major Improvement Area is proposed to be developed as shown in Table II-C.

Table II-C
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Residential:		
Single Family – 70 Ft	74	Units
Single Family – 60 Ft	277	Units
Single Family – 50 Ft	665	Units
Townhomes	78	Units
Subtotal Residential	*1,094*	*Units*
Non-Residential:		
Commercial	53,143	Square feet
Subtotal Commercial	*53,143*	*Square feet*

D. Property Located in Neighborhood Improvement Area #2

Neighborhood Improvement Area #2 consists of approximately 21.347 acres and contains 99 single family residential units. A map of the property within Neighborhood Improvement Area #2 is shown on Appendix A and described in Appendix B-3 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #2 of the PID has been developed as shown in Table II-D.

Table II-D
Actual Development – Neighborhood Improvement Area #2

Development	Quantity	Measurement
Single Family – 70 Ft	7	Units
Single Family – 50 Ft	92	Units
Total	**99**	**Units**

E. Property Located in Neighborhood Improvement Area #3

Neighborhood Improvement Area #3 consists of approximately 44.724 acres and contains 182 single family residential units. A map of the property within Neighborhood Improvement Area #3 is shown on Appendix A and described in Appendix B-4 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #3 of the PID has been developed as shown in Table II-E.

Table II-E
Actual Development – Neighborhood Improvement Area #3

Development	Quantity	Measurement
Single Family – 70 Ft	8	Units
Single Family – 60 Ft	94	Units
Single Family – 50 Ft	80	Units
Total	**182**	**Units**

F. Property Located in Neighborhood Improvement Area #4

Neighborhood Improvement Area #4 consists of approximately 67.494 acres and contains 276 single family residential units. A map of the property within Neighborhood Improvement Area #4 is shown on Appendix A and described in Appendix B-5 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #4 of the PID has been developed as shown in Table II-F.

Table II-F
Actual Development – Neighborhood Improvement Area #4

Development	Quantity	Measurement
Single Family – 70 Ft	20	Units
Single Family – 60 Ft	100	Units
Single Family – 50 Ft	156	Units
Total	**276**	**Units**

G. Property Located in Neighborhood Improvement Area #5

Neighborhood Improvement Area #5 consists of approximately 54.720 acres and contains 207 single family residential units. A map of the property within Neighborhood Improvement Area #5 is shown on Appendix A and described in Appendix B-6 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #5 of the PID has been developed as shown in Table II-G.

Table II-G
Actual Development – Neighborhood Improvement Area #5

Proposed Development	Quantity	Measurement
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	139	Units
Total	**207**	**Units**

H. Property Located in Neighborhood Improvement Area #6

Neighborhood Improvement Area #6 consists of approximately 21.063 acres and contains 100 single family residential units. A map of the property within Neighborhood Improvement Area #6 is shown on Appendix A and described in Appendix B-7 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #6 of the PID has been developed as shown in Table II-H.

Table II-H
Actual Development – Neighborhood Improvement Area #6

Proposed Development	Quantity	Measurement
Single Family – 50 Ft	100	Units
Total	**100**	**Units**

I. Property Located in Neighborhood Improvement Area #7

Neighborhood Improvement Area #7 consists of approximately 48.38 acres and is projected to contain 152 single family residential units. A map of the property within Neighborhood Improvement Area #7 is shown on Appendix A and described in Appendix B-8 to this Service and Assessment Plan.

The property within Neighborhood Improvement Area #7 of the PID is anticipated to be developed as shown in Table II-I.

Table II-I
Proposed Development – Neighborhood Improvement Area #7

Proposed Development	Quantity	Measurement
Single Family – 70 Ft	39	Units
Single Family – 60 Ft	15	Units
Single Family – 50 Ft	98	Units
Total	**152**	**Units**

J. PROPERTY LOCATED IN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood Improvement Areas are developed, additional PID Bonds may be issued and/or obligations may be incurred under the PID Reimbursement Agreement for each Future Neighborhood Improvement Area. In connection with the issuance of each new series of PID Bonds and/or new obligations under the PID Reimbursement Agreement, if issued and/or incurred, this Service and Assessment Plan will be updated to add additional details of each new Neighborhood Improvement Area as shown above. A map of the property that may be developed as a Future Neighborhood Improvement Area is shown in Appendix A. The potential Future Neighborhood Improvement Areas are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L.

The estimated number of units at the build-out of the PID is based on the land use approvals by the City for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in Section III.B, Section III.C, Section III.D, Section III.E, Section III.F., Section III.G, Section III.H, and Section III.I. Any change to the list of Authorized Improvements, including any Future Neighborhood Improvement Area Improvements as described in Section III.J, will require the approval of the City.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The Actual Costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the estimated build-out-value.

The Major Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Major Improvements are shown in Table III-A.

A description of the Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Major Improvement Area Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consists of the construction of two detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements have been constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The wastewater improvements have been constructed according to City standards.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that services the Assessed Property. The water improvements have been constructed according to City standards.

Open Space/Trail System Improvements

The open space and trail system improvement portion of the Major Improvements consists of certain public open space and trail systems as described in the Development Agreement. The

public open space and trail system improvements have been constructed according to City standards.

Table III-A
Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	NIA #1 Allocated Amount	MIA Allocated Amount[1]
Roadway Improvements	$3,878,507	$291,826	$3,586,681
Storm Drainage Improvements	$801,703	$89,128	$712,575
Wastewater Improvements	$441,572	$49,695	$391,877
Water Improvements	$484,865	$54,130	$430,735
Open Space/Trail System Improvements	$188,000	$0	$188,000
Soft Costs	$939,922	$103,422	$836,500
Total Authorized Improvements	**$6,734,569**	**$588,201**	**$6,146,368**

Note: Original cost estimates provided by Huitt-Zollars Engineering. The Actual Costs shown above provided in the 1Q20 developer quarterly disclosure.

C. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #1 IMPROVEMENTS

The Neighborhood Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #1 Projects are shown in Table III-B.

A description of the Neighborhood Improvement Area #1 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #1 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements have been constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #1 Assessed Property. The wastewater improvements have been constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements have been constructed according to City standards.

Table III-B
Neighborhood Improvement Area #1 Project Costs

Authorized Improvements	NIA #1's Proportionate Share of Major Improvements	NIA #1 Improvements	Total NIA #1 Projects
Roadway Improvements	$291,826	$2,741,495	$3,033,321
Storm Drainage Improvements	$89,128	$557,644	$646,772
Wastewater Improvements	$49,695	$444,583	$494,278
Water Improvements	$54,130	$587,046	$641,176
Soft Costs	$103,422	$814,934	$918,356
Total Authorized Improvements	**$588,201**	**$5,145,702**	**$5,733,903**

Note: Original cost estimates provided by Huitt-Zollars Engineering. The Actual Costs shown above provided in the 1Q19 developer quarterly disclosure.

D. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #2 Improvements are shown in Table III-C.

A description of the Neighborhood Improvement Area #2 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #2 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the

requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of Neighborhood Improvement Area #2 Improvements consists of the construction of erosion control improvements to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #2 Assessed Property. The storm drainage improvements have been constructed according to City standards.

Wet Utility Improvements

The wet utility improvements portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service and construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #2 Assessed Property. The wet utilities improvements have been constructed according to City standards.

Table III-C
Neighborhood Improvement Area #2 Costs

Authorized Improvements	Total
Roadway Improvements	$1,822,022
Wet Utilities	$861,273
Storm Drainage Improvements	$58,120
Soft Costs	$750,731
Total Authorized Improvements	**$3,492,146**

Note: Actual Costs provided by the Master Developer.

E. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS

The Neighborhood Improvement Area #3 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #3 Improvements are shown in Table III-D. Information relating to the costs of the Neighborhood Improvement Area #1 Projects in the indentures relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds is now included in Table III-B.

A description of the Neighborhood Improvement Area #3 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #3 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood

Improvement Area #3 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of Neighborhood Improvement Area #3 Improvements consists of the construction of erosion control improvements to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #3 Assessed Property. The storm drainage improvements have been constructed according to City standards.

Wet Utility Improvements

The wet utility improvements portion of the Neighborhood Improvement Area #3 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service and construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #3 Assessed Property. The wet utilities improvements have been constructed according to City standards.

Table III-D
Neighborhood Improvement Area #3 Costs

Authorized Improvements	Total
Roadway Improvements	$1,409,003
Wet Utilities	$1,651,648
Storm Drainage Improvements	$86,080
Soft Costs	$323,988
Total Authorized Improvements	**$3,470,719**

Note: Actual Costs provided by the Master Developer.

F. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #4 IMPROVEMENTS

The Neighborhood Improvement Area #4 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #4 Improvements are shown in Table III-E.

A description of the Neighborhood Improvement Area #4 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #4 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood

Improvement Area #4 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #4 Assessed Property. The water improvements have been constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #4 Assessed Property. The wastewater improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #4 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements have been constructed according to City standards.

Table III-E
Neighborhood Improvement Area #4 Costs

Authorized Improvements	Total
Roadway Improvements	$2,078,164
Water Improvements	$950,663
Wastewater Improvements	$836,916
Storm Drainage Improvements	$1,286,117
Soft Costs and Contingency	$1,058,491
Total Authorized Improvements	**$6,210,351**

Note: Actual Costs provided by the Master Developer.

G. Descriptions and Costs of Neighborhood Improvement Area #5 Improvements

The Neighborhood Improvement Area #5 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Neighborhood Improvement Area #5 Improvements are shown in Table III-F.

A description of the Neighborhood Improvement Area #5 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #5 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #5 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #5 Assessed Property. The water improvements have been constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #5 Assessed Property. The wastewater improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #5 Improvements consists of construction of detention ponds and appurtenances thereto to appropriately control and covey storm water. The storm drainage improvements have been constructed according to City standards.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Neighborhood Improvement Area #5 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

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Table III-F
Neighborhood Improvement Area #5 Costs

Authorized Improvements	Total[(a)]
Roadway Improvements	$2,109,604
Water Improvements	$819,434
Wastewater Improvements	$642,607
Storm Drainage Improvements	$963,088
Other Soft and Miscellaneous Costs	$749,448
Total Authorized Improvements	**$5,284,180**

Note: Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer.
(a) As provided by the Neighborhood Improvement Areas #5-7 Fee Developer on February 20, 2024.

H. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #6 IMPROVEMENTS

The Neighborhood Improvement Area #6 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Neighborhood Improvement Area #6 Improvements are shown in Table III-G.

A description of the Neighborhood Improvement Area #6 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #6 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #6 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements have been constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #6 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #6 Assessed Property. The water improvements have been constructed according to City standards.

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Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #6 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #6 Assessed Property. The wastewater improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #6 Improvements consists of construction of erosion control improvement to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #6. The storm drainage improvements have been constructed according to City standards.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Neighborhood Improvement Area #6 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-G
Neighborhood Improvement Area #6 Costs

Authorized Improvements	Total
Roadway Improvements	$847,220
Water Improvements	$492,443
Wastewater Improvements	$303,329
Storm Drainage Improvements	$785,141
Other Soft and Miscellaneous Costs	$532,396
Total Authorized Improvements	**$2,960,529**

Note: Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer. The figures shown in Table III-G may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Neighborhood Improvement Area #7 Improvements amount does not change.

I. DESCRIPTIONS AND COSTS OF NEIGHBORHOOD IMPROVEMENT AREA #7 IMPROVEMENTS

The Neighborhood Improvement Area #7 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Neighborhood Improvement Area #7 Improvements are shown in Table III-H.

A description of the Neighborhood Improvement Area #7 Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Neighborhood Improvement Area #7 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #7 Assessed Property. The City has determined that the acquisition of rights-of-way related to roadway improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The roadway improvements will be constructed according to City standards.

Water Improvements

The water improvement portion of the Neighborhood Improvement Area #7 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #7 Assessed Property. The water improvements will be constructed according to City standards.

Wastewater Improvements

The wastewater improvement portion of the Neighborhood Improvement Area #7 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #7 Assessed Property. The wastewater improvements will be constructed according to City standards.

Storm Drainage Improvements

The storm drainage improvement portion of the Neighborhood Improvement Area #7 Improvements consists of construction of erosion control improvement to appropriately control and convey storm water for the benefit of Neighborhood Improvement Area #7. The storm drainage improvements will be constructed according to City standards.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Neighborhood Improvement Area #7 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

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Table III-H
Neighborhood Improvement Area #7 Costs

Authorized Improvements	Total
Roadway Improvements	$1,766,051
Water Improvements	$1,131,127
Wastewater Improvements	$838,263
Storm Drainage Improvements	$581,947
Other Soft and Miscellaneous Costs	$871,217
Total Authorized Improvements	**$5,188,605**

Note: Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer. The figures shown in Table III-H may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Neighborhood Improvement Area #7 Improvements amount does not change.

J. FUTURE NEIGHBORHOOD IMPROVEMENT AREA IMPROVEMENTS

As Future Neighborhood Improvement Areas are developed, if Future Neighborhood Improvement Area Bonds are issued and/or obligations under the PID Reimbursement Agreement for each Future Neighborhood Improvement Area are incurred, then this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g. a Table III-I will be added to show the costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Major Improvements, the Neighborhood Improvement Area #1 Projects, the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #3 Improvements, and Neighborhood Improvement Area #4 Improvements, Neighborhood Improvement Area #5 Improvements, and Neighborhood Improvement Area #6 Improvements have been constructed and accepted by the City. Construction of the Neighborhood Improvement Area #7 Improvements began in September 2023, and are anticipated to be complete by April, 2024.

The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred as an "Annual Service Plan Update."

As Future Neighborhood Improvement Areas are developed in connection with the issuance of PID Bonds, if any, or the creation of an obligations under the PID Reimbursement Agreement, if any, related to such Future Neighborhood Improvement Area, this Service and Assessment Plan will be amended (e.g. a new table will be added to include Neighborhood Improvement Area #8, etc.).

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Major Improvement Area

The Actual Costs for the Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $8,471,369 as shown in Table IV-A.

Table IV-A
Sources and Uses of Funds – MIA

Sources of Funds	**Amount**
Gross Bond Amount	$8,040,000
Master Developer Contribution[(a)]	$431,369
Total Sources of Funds	**$8,471,369**

Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(b)]	$6,146,368
Master Developer's Counsel/SAP/Appraisal	$98,829
Subtotal	*$6,245,197*
Other Fund Deposits	
Debt Service Reserve Fund[(c)]	$653,930
Capitalized Interest[(d)]	$1,020,075
Additional Proceeds	$2,448
Cost of Issuance	$336,598
Underwriters Discount/Underwriters Counsel[(e)]	$213,121
Total Uses of Funds	**$8,471,369**

(a) Master Developer funded all costs not covered by the PID Bonds.
(b) See Table III-A for details.
(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(d) The PID Bonds include 21 months of capitalized interest.
(e) The PID Bonds had a 2.65% Underwriter's Discount, which included Underwriter's Counsel Fee.

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Neighborhood Improvement Area #1

The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is $6,978,903 as shown in Table IV-B.

Table IV-B
Sources and Uses of Funds – NIA #1

Sources of Funds	**Amount**
Gross Bond Amount	$5,790,000
Master Developer Contribution[(a)]	$1,188,903
Total Sources of Funds	**$6,978,903**

Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(b)]	$5,733,903
Master Developer's Counsel/SAP/Appraisal	$71,171
Subtotal	*$5,805,074*
Other Fund Deposits	
Debt Service Reserve Fund[(c)]	$412,100
Capitalized Interest[(d)]	$357,247
Additional Proceeds	$0
Cost of Issuance	$251,003
Underwriters Discount/Underwriters Counsel[(e)]	$153,479
Total Uses of Funds	**$6,978,903**

(a) Master Developer funded all costs not covered by the PID Bonds.
(b) See Table III-B for details.
(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(d) The PID Bonds include 12 months of capitalized interest.
(e) The PID Bonds had a 2.65% Underwriter's Discount, which included Underwriter's Counsel Fee.

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Neighborhood Improvement Area #2

The Actual Costs for the Neighborhood Improvement Area #2 Improvements plus costs related to financing such improvements, and payment of expenses incurred in the administration and operation of the PID and issuing the Neighborhood Improvement Areas #2-3 Bonds is $3,649,490 as shown in Table IV-C.

Table IV-C
Sources and Uses of Funds – NIA #2

Sources of Funds	**Amount**
Gross Bond Amount	$920,000
Reimbursement Agreement Payment[(a)]	$25,000
Bond Premium	$14,248
Master Developer Contribution[(b)]	$2,690,242
Total Sources of Funds	**$3,649,490**

Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(c)]	$3,492,146
Other Fund Deposits	
Debt Service Reserve Fund[(d)]	$69,738
Cost of Issuance	$60,006
Underwriters Discount/Underwriters Counsel[(e)]	$27,600
Total Uses of Funds	**$3,649,490**

(a) Represents payments made under the PID Reimbursement Agreement.
(b) Master Developer funded all costs not covered by the PID Bonds.
(c) See Table III-C for details.
(d) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

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Neighborhood Improvement Area #3

The Actual Costs for the Neighborhood Improvement Area #3 Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #2-3 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $3,964,618 as shown in Table IV-D.

Table IV-D
Sources and Uses of Funds – NIA #3

Sources of Funds	**Amount**
Gross Bond Amount	$2,275,000
Bond Premium	$36,372
Master Developer Contribution[(a)]	$1,653,246
Total Sources of Funds	**$3,964,618**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(b)]	$3,470,719
Other Fund Deposits	
Debt Service Reserve Fund[(c)]	$172,451
Administrative Fund	$25,000
Capitalized Interest[(d)]	$79,814
Cost of Issuance	$148,384
Underwriters Discount/Underwriters Counsel[(e)]	$68,250
Total Uses of Funds	**$3,964,618**

(a) Master Developer will fund all costs not covered by the PID Bonds.
(b) See Table III-D for final costs of the Neighborhood Improvement Area #3 Improvements.
(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(d) The PID Bonds include 12 months of capitalized interest.
(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

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Neighborhood Improvement Area #4

The Actual Costs for the Neighborhood Improvement Area #4 Improvements plus costs related to the issuance of the Neighborhood Improvement Area #4 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is $7,258,014 as shown in Table IV-E.

Table IV-E
Sources and Uses of Funds – NIA #4

Sources of Funds	**Amount**
Gross Bond Amount	$5,255,000
Bond Premium	$99,439
Master Developer Contribution[(a)]	$1,903,575
Total Sources of Funds	**$7,258,014**
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements[(b)]	$6,210,351
Other Fund Deposits	
Debt Service Reserve Fund[(c)]	$393,728
Administrative Fund	$25,000
Capitalized Interest	$166,580
Cost of Issuance	$304,705
Underwriters Discount/Underwriters Counsel[(d)]	$157,650
Total Uses of Funds	**$7,258,014**

(a) Master Developer funded all costs not covered by the PID Bonds.
(b) See Table III-E for final costs of the Neighborhood Improvement Area #4 Improvements.
(c) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(d) The PID Bonds include 12 months of capitalized interest.
(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

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Neighborhood Improvement Area #5

The Actual Costs for the Neighborhood Improvement Area #5 Improvements plus costs related to the issuance of the Neighborhood Improvement Area #5 Bonds, and payment of expenses incurred in the establishment, administration, and operation of the PID is $6,789,687 as shown in Table IV-F. The sources and uses of funds shown in Table IV-F shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table IV-F
Projected Sources and Uses of Funds – NIA #5

Sources of Funds	**Total**
Gross Bond Amount	$6,463,000
NIA #5 Developer Contribution[(a)]	$326,687
Total Sources	**$6,789,687**
Uses of Funds	
NIA #5 Improvements[(b)]:	
Roadway Improvements	$2,109,604
Water Improvements	$819,434
Wastewater Improvements	$642,607
Storm Drainage Improvements	$963,088
Other Soft and Miscellaneous Costs	$749,448
Subtotal	*$5,284,180*
Bond Issuance Costs:	
Cost of issuance	$360,483
Capitalized interest[(c)]	$320,611
Reserve fund[(d)]	$590,523
Administrative Expenses	$40,000
Underwriters discount[(e)]	$193,890
Subtotal	*$1,505,507*
Total Uses	**$6,789,687**

(a) NIA #5-7 Developer funded all costs not covered by the PID Bonds.
(b) See Table III-F for details.
(c) The PID Bonds include 12 months of capitalized interest.
(d) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(e) The PID Bonds have a 3.0% Underwriter's Discount, which includes Underwriter's Counsel Fee.

Neighborhood Improvement Area #6 – Original

The Budgeted Costs for the Neighborhood Improvement Area #6 Improvements, and payment of expenses incurred in the administration and operation of the PID were $3,000,529 as shown in Table IV-G.

Table IV-G
Projected Sources and Uses of Funds – NIA #6 – Original

Sources of Funds	Total
NIA #6 Reimbursement Agreement Obligation	$2,785,000
NIA #6 Developer Contribution[(a)]	$215,529
Total Sources	**$3,000,529**
Uses of Funds	
NIA #6 Improvements[(b)]:	
Roadway Improvements	$847,220
Water Improvements	$492,443
Wastewater Improvements	$303,329
Storm Drainage Improvements	$785,141
Other Soft and Miscellaneous Costs	$532,396
Subtotal	*$2,960,529*
Other Assessment Levy Costs:	
Administrative Expenses	$40,000
Subtotal	*$40,000*
Total Uses	**$3,000,529**

(a) NIA #5-7 Developer will fund all costs not covered by the Reimbursement Agreement.
(b) See Table III-G for details.

Neighborhood Improvement Area #6 (Updated) and Neighborhood Improvement Area #7

The sources and uses of funds shown in Table IV-G are being updated to reflect the issuance of the Neighborhood Improvement Areas #6-7 Bonds allocated to Neighborhood Improvement Area #6 as shown in Table IV-H. The updated Budgeted Costs for the Neighborhood Improvement Area #6 Improvements, plus costs related to the issuance of the Neighborhood Improvement Areas #6-7 Bonds and payment of expenses incurred in the administration and operation of the PID allocated to Neighborhood Improvement Area #6, is $3,618,079 as shown in Table IV-H. The Budgeted Costs for the Neighborhood Improvement Area #7 Improvements plus costs related to the issuance of the Neighborhood Improvement Areas #6-7 Bonds and payment of expenses incurred in the, administration, and operation of the PID allocated to Neighborhood Improvement Area #7, is $6,288,455 as shown in Table IV-H. As such, the total Budgeted Costs for the Neighborhood Improvement Area #6 Improvements, Budgeted Costs for the Neighborhood Improvement Area #7 Improvements, plus costs related to the issuance of the Neighborhood Improvement Areas #6-7 Bonds and payment of expenses incurred in the administration, and operation of the PID is $9,906,534 as shown in Table IV-H.

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Table IV-H
Projected Sources and Uses of Funds – NIA #6 (Updated) and NIA #7

Sources of Funds	**NIA #6**	**NIA #7**	**Total**
Gross Bond Amount	$2,785,000	$4,895,000	$7,680,000
Developer Contribution[a]	$833,079	$1,393,455	$2,226,534
Total Sources	**$3,618,079**	**$6,288,455**	**$9,906,534**
Uses of Funds			
NIA #6 Improvements[b]:			
Roadway Improvements	$847,220	$0	$847,220
Water Improvements	$492,443	$0	$492,443
Wastewater Improvements	$303,329	$0	$303,329
Storm Drainage Improvements	$785,141	$0	$785,141
Other Soft and Miscellaneous Costs	$532,396	$0	$532,396
Subtotal	*$2,960,529*	*$0*	*$2,960,529*
Other Assessment Levy Cost (Neighborhood Improvement Area #6)[c]:			
Administrative Expenses	*$40,000*	*$0*	*$40,000*
Subtotal	*$40,000*	*$0*	*$40,000*
NIA #7 Improvements[d]:	*$0*		
Roadway Improvements	*$0*	*$1,766,051*	*$1,766,051*
Water Improvements	*$0*	*$1,131,127*	*$1,131,127*
Wastewater Improvements	*$0*	*$838,263*	*$838,263*
Storm Drainage Improvements	*$0*	*$581,947*	*$581,947*
Other Soft and Miscellaneous Costs	*$0*	*$871,217*	*$871,217*
Subtotal	*$0*	*$5,188,605*	*$5,188,605*
Bond Issuance Costs:			
Cost of issuance	$181,108	$318,987	$500,095
Capitalized interest[e]	$54,760	$96,248	$151,008
Reserve fund[f]	$270,132	$469,765	$739,897
Administrative Expenses	$28,000	$68,000	$96,000
Underwriters discount[g]	$83,550	$146,850	$230,400
Subtotal	*$617,550*	*$1,099,850*	*$1,717,400*
Total Uses	**$3,618,079**	**$6,288,455**	**$9,906,534**

(a) NIA #5-7 Developer will fund all costs not covered by the Reimbursement Agreement and/or Neighborhood Improvement Areas #6-7 Bonds without reimbursement.
(b) See Table III-G for details.
(c) Represents fees paid by the NIA #5-7 Developer in 2023 as part of the levy of assessments under the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation which are available to pay initial Administrative Expenses related to Neighborhood Improvement Area #6.
(d) See Table III-H for details.
(e) The PID Bonds include 5 months of capitalized interest.
(f) The PID Bonds include a debt service reserve fund calculated in accordance with IRS rules.
(g) The PID Bonds have a 3.0% Underwriter's Discount, which includes fee for the underwriters legal counsel.

B. PROJECTED FIVE YEAR SERVICE PLAN

Major Improvement Area

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-I. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-I
Annual Projected Costs and Annual Projected Indebtedness - MIA

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected MIA Annual Installments
2023 & Prior	$8,471,369	$8,040,000	$431,369	$4,763,855
2024	$0	$0	$0	$756,950
2025	$0	$0	$0	$757,653
2026	$0	$0	$0	$757,570
2027	$0	$0	$0	$756,701
2028	$0	$0	$0	$756,772
2029	$0	$0	$0	$756,683
Total	**$8,471,369**	**$8,040,000**	**$431,369**	**$9,306,184**

The annual projected costs shown in Table IV-I are the annual expenditures relating to the Major Improvement Area Projects shown in Table III-A, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A that are allocable to the Major Improvement Area. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #1

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #1 is shown in Table IV-J. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-J
Annual Projected Costs and Annual Projected Indebtedness – NIA #1

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #1 Annual Installments
2023 & Prior	$6,978,903	$5,790,000	$1,188,903	$3,473,903
2024	$0	$0	$0	$485,075
2025	$0	$0	$0	$483,691
2026	$0	$0	$0	$481,983
2027	$0	$0	$0	$479,951
2028	$0	$0	$0	$484,457
2029	$0	$0	$0	$480,371
Total	**$6,978,903**	**$5,790,000**	**$1,188,903**	**$6,369,430**

The annual projected costs shown in Table IV-J are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-B, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-B that are allocable to Neighborhood Improvement Area #1. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #2

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #2 is shown in Table IV-K. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-K
Annual Projected Costs and Annual Projected Indebtedness – NIA #2

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #2 Annual Installments
2023 & Prior	$3,649,490	$945,000	$2,704,490	$327,491
2024	$0	$0	$0	$72,239
2025	$0	$0	$0	$71,957
2026	$0	$0	$0	$71,682
2027	$0	$0	$0	$71,288
2028	$0	$0	$0	$65,901
2029	$0	$0	$0	$65,702
Total	**$3,649,490**	**$945,000**	**$2,704,490**	**$746,259**

The annual projected costs shown in Table IV-K are the annual expenditures relating to the Neighborhood Improvement Area #2 Improvements shown in Table III-C, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-C that are allocable to Neighborhood Improvement Area #2. The difference between the total

projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #3

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #3 is shown in Table IV-L. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-L
Annual Projected Costs and Annual Projected Indebtedness – NIA #3

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #3 Annual Installments
2023 & Prior	$3,964,617	$2,275,000	$1,689,617	$323,162
2024	$0	$0	$0	$162,311
2025	$0	$0	$0	$161,642
2026	$0	$0	$0	$160,983
2027	$0	$0	$0	$165,085
2028	$0	$0	$0	$159,017
2029	$0	$0	$0	$158,141
Total	**$3,964,617**	**$2,275,000**	**$1,689,617**	**$1,290,343**

The annual projected costs shown in Table IV-L are the annual expenditures relating to the Neighborhood Improvement Area #3 Improvements shown in Table III-D, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-D that are allocable to Neighborhood Improvement Area #3. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Neighborhood Improvement Area #4

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #4 is shown in Table IV-M. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-M
Annual Projected Costs and Annual Projected Indebtedness – NIA #4

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #4 Annual Installments
2023 & Prior	$7,258,014	$5,255,000	$2,003,014	$327,983
2024	$0	$0	$0	$327,973
2025	$0	$0	$0	$327,913
2026	$0	$0	$0	$327,803
2027	$0	$0	$0	$327,645
2028	$0	$0	$0	$327,977
2029	$0	$0	$0	$328,215
Total	**$7,258,014**	**$5,255,000**	**$2,003,014**	**$2,295,507**

The annual projected costs shown in Table IV-M are the annual expenditures relating to the Neighborhood Improvement Area #4 Improvements shown in Table III-E, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-E that are allocable to Neighborhood Improvement Area #4. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Master Developer.

Neighborhood Improvement Area #5

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #5 is shown in Table IV-N. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-N
Annual Projected Costs and Annual Projected Indebtedness – NIA #5

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected NIA #5 Annual Installments[(a)]
2023 & Prior	$6,789,687	$6,463,000	$326,687	$0
2024	$0	$0	$0	$507,164
2025	$0	$0	$0	$506,980
2026	$0	$0	$0	$506,662
2027	$0	$0	$0	$507,211
2028	$0	$0	$0	$506,577
2029	$0	$0	$0	$506,461
Total	**$6,789,687**	**$6,463,000**	**$326,687**	**$3,041,055**

(a) Administrative Expenses in year 2023 are funded with bond proceeds and interest in year 2023 is funded with capitalized interest.

The annual projected costs shown in Table IV-N are the annual expenditures relating to the Neighborhood Improvement Area #5 Improvements shown in Table III-F, and the costs associated

with setting up the PID and costs of issuance including reserves shown in Table IV-F that are allocable to Neighborhood Improvement Area #5. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the by the Neighborhood Improvement Areas #5-7 Developer.

Neighborhood Improvement Area #6

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #6 is shown in Table IV-O. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-O
Annual Projected Costs and Annual Projected Indebtedness – NIA #6

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources[(a)]	Projected NIA #6 Annual Installments
2023	$3,000,529	$2,785,000	$215,529	$0
2024	$617,550	$0	$617,550	$0
2025	$0	$0	$0	$258,848
2026	$0	$0	$0	$259,319
2027	$0	$0	$0	$259,817
2028	$0	$0	$0	$259,343
2029	$0	$0	$0	$258,960
2030	$0	$0	$0	$259,670
Total	**$3,618,079**	**$2,785,000**	**$833,079**	**$1,555,956**

(a) The other funding sources represent Budgeted Costs of the Authorized Improvements to be paid by the Developer without reimbursement through the PID. See Table IV-G.2 for details.
(b) Administrative Expenses in the amount of $40,000 were funded by the NIA #5-7 Fee Developer at the time the Neighborhood Improvement Area #6 Assessments were levied in 2023, and the remaining amount of $28,000 is being funded with Bond proceeds, and interest for year 2024 is being funded with capitalized interest.

The annual projected costs shown in Table IV-O are the annual expenditures relating to the Neighborhood Improvement Area #6 Improvements shown in Table III-G, and the costs of issuance including reserves shown in Table IV-G.2 that are allocable to Neighborhood Improvement Area #6. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Neighborhood Improvement Areas #5-7 Developer.

Neighborhood Improvement Area #7

The annual projected costs and annual projected indebtedness for Neighborhood Improvement Area #7 is shown in Table IV-P. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-P
Annual Projected Costs and Annual Projected Indebtedness – NIA #7

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources[(a)]	Projected NIA #7 Annual Installments
2024[(b)]	$6,288,455	$4,895,000	$1,393,455	$0
2025	$0	$0	$0	$411,193
2026	$0	$0	$0	$410,611
2027	$0	$0	$0	$411,058
2028	$0	$0	$0	$405,469
2029	$0	$0	$0	$405,226
2030	$0	$0	$0	$411,014
2031	$0	$0	$0	$411,450
Total	**$6,288,455**	**$4,895,000**	**$1,393,455**	**$2,866,020**

(a) The other funding sources represent Budgeted Costs of the Authorized Improvements to be paid by the Developer without reimbursement through the PID. See Table IV-H for details.
(b) Administrative Expenses for year 2024 are being funded with Bond proceeds, and interest for year 2024 is being funded with capitalized interest.

The annual projected costs shown in Table IV-P are the annual expenditures relating to the Neighborhood Improvement Area #7 Improvements shown in Table III-H, and the costs of issuance including reserves shown in Table IV-H that are allocable to Neighborhood Improvement Area #7. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Neighborhood Improvement Areas #5-7 Developer.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix C and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated in such a manner that the Actual Costs of the Authorized Improvements that only benefit the PID shall be allocated on the basis of estimated buildout value of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the Actual Costs of the Authorized Improvements to Parcels similarly benefited.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Neighborhood Improvement Area will receive from the Future Neighborhood Improvement Area Improvements that are to be financed with PID Bonds and/or the PID Reimbursement Agreement for each Future Neighborhood Improvement Area. Therefore, Parcels within the Future Neighborhood Improvement Area have only been assessed for the special benefits conferred upon such Parcel at this time from the Major Improvements.

In connection with the issuance of PID Bonds and/or incurrence of an obligation under the PID Reimbursement Agreement relating to the Future Neighborhood Improvement Area, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Future Neighborhood Improvement Area Assessed Property receives from the Future Neighborhood Improvement Area Improvements. Prior to assessing Parcels located within the Future Neighborhood Improvement Area in connection with issuance of PID Bonds and/or the incurrence of an obligation under the PID Reimbursement Agreement for each Future Neighborhood Improvement Area, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements, as applicable, to Parcels in a manner that results

in equal shares of the Actual Costs of such Authorized Improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers, rationally exercised on the basis of analysis of relevant facts and upon advice of qualified consultants and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements and the costs of issuance and payment of costs incurred in the establishment of the PID are authorized by the Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has or will consent to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the PID Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-

exempt bonds will have a lower interest rate than debt that is not tax-exempt. The PID Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property has or will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of the Assessments on the Assessed Property. Use of Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result or will result in a special benefit to the Assessed Property, and this special benefit exceeds or will exceed the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the Assessed Property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF ACTUAL COSTS OF MAJOR IMPROVEMENTS

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in Table V-A. The costs

detailed in Table V-A are subject to revision through the Annual Service Plan Updates but may not result in increased Assessments except as authorized under this SAP or the PID Act.

Table V-A
Cost Allocation of Major Improvements

		NIA #1 Major Improvements		MIA Major Improvements	
Authorized Improvements	**Total Cost[(a)]**	**% Allocation**	**Share of Costs**	**% Allocation**	**Share of Costs**
Roadway Improvements	$3,878,507	8%	$291,826	92%	$3,586,681
Storm Drainage Improvements	$801,703	11%	$89,128	89%	$712,575
Wastewater Improvements	$441,572	11%	$49,695	89%	$391,877
Water Improvements	$484,865	11%	$54,130	89%	$430,735
Open Space/Trail System Improvements	$188,000	0%	$0	100%	$188,000
Soft Costs	$939,922	11%	$103,422	89%	$836,500
Total Authorized Improvements	**$6,734,569**		**$588,201**		**$6,146,368**

(a) See Table III-A for details.

D. ASSESSMENT METHODOLOGY

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects financed with the Major Improvement Area Bonds and by the Master Developer shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within the Major Improvement Area.

Based on the Actual Costs of the Major Improvement Area Projects, the City Council has determined that the benefit to the Major Improvement Area Assessed Property from the Major Improvement Area Projects is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. For multifamily units, when final multifamily building sites are platted, Assessments will be apportioned proportionately among each multifamily unit based on the ratio of the estimated buildout value at the time multifamily units are platted to the total estimated buildout value of all multifamily units in the platted Parcel, as determined by the Administrator and confirmed by the

City Council. For non-residential Parcels, when final building sites are platted, Assessments will be apportioned proportionately among each Parcel based ratio of the estimated buildout value at the time non-residential Parcels are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Neighborhood Improvement Area #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #1 Projects financed with the Neighborhood Improvement Area #1 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #1.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Improvement Area #1 Projects is at least equal to the Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Neighborhood Improvement Area #1 is shown on the Neighborhood Improvement Area #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Neighborhood Improvement Area #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #2 Improvements financed with the Neighborhood Improvement Areas #2-3 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #2 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #2.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #2 Improvements, the City Council has determined that the benefit to the Neighborhood Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Neighborhood Improvement Area #2 is shown on the Neighborhood Improvement Area #2 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

4. Assessment Methodology for Neighborhood Improvement Area #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #3 Improvements financed with the Neighborhood Improvement Areas #2-3 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #3 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #3.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #3 Improvements, the City Council has determined that the benefit to the Neighborhood Area #3 Assessed Property from the Neighborhood Improvement Area #3 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #3 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Neighborhood Improvement Area #3 is shown on the Neighborhood Improvement Area #3 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

5. *Assessment Methodology for Neighborhood Improvement Area #4*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #4 Improvements to be financed with the Neighborhood Improvement Areas #4 Bonds and by the Master Developer shall be allocated to the Neighborhood Improvement Area #4 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #4.

Based on the Actual Costs provided by the Master Developer for the Neighborhood Improvement Area #4 Improvements, the City Council has determined that the benefit to the Neighborhood Area #4 Assessed Property from the Neighborhood Improvement Area #4 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #4 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Neighborhood Improvement Area #4 is shown on the Neighborhood Improvement Area #4 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

6. *Assessment Methodology for Neighborhood Improvement Area #5*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #5 Improvements to be financed with the Neighborhood Improvement Areas #5 Bonds and by the Neighborhood Improvement Areas #5-7 Developer shall be allocated to the Neighborhood Improvement Area #5 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #5.

Based on the Actual Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer for the Neighborhood Improvement Area #5 Improvements, the City Council has determined that the benefit to the Neighborhood Area #5 Assessed Property from the Neighborhood Improvement Area #5 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #5 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the

estimated buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Neighborhood Improvement Area #5 is shown on the Neighborhood Improvement Area #5 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

7. Assessment Methodology for Neighborhood Improvement Area #6

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #6 Improvements to be financed by Neighborhood Improvement Area #6's share of the Neighborhood Improvement Areas #6-7 Bonds and by the Neighborhood Improvement Areas #5-7 Developer shall be allocated to the Neighborhood Improvement Area #6 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #6.

Based on the Budgeted Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer for the Neighborhood Improvement Area #6 Improvements, the City Council has determined that the benefit to the Neighborhood Improvement Area #6 Assessed Property from the Neighborhood Improvement Area #6 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #6 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Neighborhood Improvement Area #6 is shown on the Neighborhood Improvement Area #6 Assessment Roll, attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

8. Assessment Methodology for Neighborhood Improvement Area #7

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Neighborhood Improvement Area #7 Improvements to be financed by Neighborhood Improvement Area #7's share of the Neighborhood Improvement Areas #6-7 Bonds, and by the Neighborhood Improvement Areas #5-7 Developer shall be allocated to the Neighborhood Improvement Area #7 Assessed Property by spreading the entire Assessment across the Parcels based on the ratio of the estimated buildout value of each Lot to the estimated total buildout value for all Parcels within Neighborhood Improvement Area #7.

Based on the Budgeted Costs provided by the Neighborhood Improvement Areas #5-7 Fee Developer for the Neighborhood Improvement Area #7 Improvements, the City Council has determined that the benefit to the Neighborhood Improvement Area #7 Assessed Property from the Neighborhood Improvement Area #7 Improvements is at least equal to the Assessments levied on the Neighborhood Improvement Area #7 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the ratio of the estimated buildout value of each lot to the total estimated buildout value for all Parcels. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated buildout value at the time residential Lots are platted to the total estimated buildout value for lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Neighborhood Improvement Area #7 is shown on the Neighborhood Improvement Area #7 Assessment Roll, attached as Appendix L, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

9. Assessment Methodology for Future Neighborhood Improvement Areas

When any given Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds, if any, or the incurrence of an obligation under the PID Reimbursement Agreement related to such Future Neighborhood Improvement Area(s) are contemplated, if any, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

E. ASSESSMENTS

The Assessments have been levied or are being levied on each Parcel of Assessed Property within the Major Improvement Area, Neighborhood Improvement Area #1, Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, Neighborhood Improvement Area #6, and Neighborhood Improvement Area #7, according to the Assessment Rolls, attached hereto as Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix D for Assessment per unit and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, the Neighborhood Improvement Area #3 Assessment Roll, the Neighborhood Improvement Area #4 Assessment Roll, the Neighborhood Improvement Area #5 Assessment Roll, Neighborhood Improvement Area #6 Assessment Roll, and the Neighborhood Improvement Area #7 Assessment Roll shown on Appendix E, Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L, respectively, which are subject to revision through Annual Service Plan Updates.

G. PREPAYMENT RESERVE – MAJOR IMPROVEMENT AREA BONDS & NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS

A portion of the funds generated by the Additional Interest Rate collected in connection with Assessments levied against the Major Improvement Area and Neighborhood Improvement Area #1 will be allocated to fund the associated interest charged between the date of prepayment of an Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1 and the date on which related PID Bonds are actually redeemed (the "Prepayment Reserve"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of an Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1 to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Assessment levied against the Major Improvement Area and Neighborhood Improvement Area #1 and the date on which the related PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the related PID Bonds, the City can allocate the Prepayment Reserve component of the Additional Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indentures related to such PID Bonds. No additional interest will be collected from any portion of an Assessment which secures an obligation under the PID Reimbursement Agreement and not a series of PID Bonds

H. DELINQUENCY RESERVE – MAJOR IMPROVEMENT AREA BONDS & NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS

A portion of the funds generated by the Additional Interest collected in connection with Assessments levied against the Major Improvement Area and Neighborhood Improvement Area #1 will be allocated to offset any possible delinquent payments. This additional reserve (the "Delinquency Reserve") shall be funded each year up to 4.0% of the par amount of the related PID

Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Additional Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture. No Additional Interest will be collected from any portion of an Assessment which secures an obligation under the PID Reimbursement Agreement and not a series of PID Bonds

I. ADDITIONAL INTEREST RESERVE – NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BONDS, NEIGHBORHOOD IMPROVEMENT AREA #4 BONDS, NEIGHBORHOOD IMPROVEMENT AREA #5 BONDS, AND NEIGHBORHOOD IMPROVEMENT AREAS #6-7 BONDS

Pursuant to the PID Act, the interest rate for any portion of the Assessments collected in connection with Assessments levied against Neighborhood Improvement Area #2, Neighborhood Improvement Area #3, Neighborhood Improvement Area #4, Neighborhood Improvement Area #5, Neighborhood Improvement Area #6 and/or Neighborhood Improvement Area #7 which secure a series of PID Bonds may exceed the actual interest rate per annum paid on the related PID Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the PID Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the PID Bonds, with the Additional Interest Rate of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding PID Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Rate of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures an obligation under the PID Reimbursement Agreement and not a series of PID Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in Appendix E. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) to fund the Prepayment Reserve described in Section V.G , (iii) to fund the Delinquency Reserve described in Section V.H, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #1

The Assessments and Annual Installments for the Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in Appendix F. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area Bonds, (ii) to fund the Prepayment Reserve described in Section V.G , (iii) to fund the Delinquency Reserve described in Section V.H, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2

The Assessments and Annual Installments for the Neighborhood Improvement Area #2 Assessed Property are shown on the Neighborhood Improvement Area #2 Assessment Roll in Appendix G. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) Neighborhood Improvement Area #2's portion of the principal and interest on the Neighborhood Improvement Areas #2-3 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #2.

D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3

The Assessments and Annual Installments for the Neighborhood Improvement Area #3 Assessed Property are shown on the Neighborhood Improvement Area #3 Assessment Roll in Appendix H.

The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) Neighborhood Improvement Area #3's portion of the principal and interest on the Neighborhood Improvement Areas #2-3 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #3.

E. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #4

The Assessments and Annual Installments for the Neighborhood Improvement Area #4 Assessed Property are shown on the Neighborhood Improvement Area #4 Assessment Roll in Appendix I. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #4 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #4.

F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #5

The Assessments and Annual Installments for the Neighborhood Improvement Area #5 Assessed Property are shown on the Neighborhood Improvement Area #5 Assessment Roll in Appendix J. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #5 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #5.

G. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #6

The Assessments and Annual Installments for the Neighborhood Improvement Area #6 Assessed Property are shown on the Neighborhood Improvement Area #6 Assessment Roll in Appendix K. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on Neighborhood Improvement Area #6's share of the Neighborhood Improvement Areas #6-7 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #6.

H. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #7

The Assessments and Annual Installments for the Neighborhood Improvement Area #7 Assessed Property are shown on the Neighborhood Improvement Area #7 Assessment Roll in Appendix L. The Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on Neighborhood Improvement Area #7's share of the Neighborhood Improvement Areas #6-7 Bonds, (ii) to fund the Additional Interest Reserve described in Section V.I, and (iii) to cover Administrative Expenses of Neighborhood Improvement Area #7.

I. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE NEIGHBORHOOD IMPROVEMENT AREAS

As Future Neighborhood Improvement Areas are developed, if Assessments are levied to finance Authorized Improvements benefitting any Future Neighborhood Improvement Area then this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Neighborhood Improvement Areas (e.g., an Appendix will be added as the Assessment Roll for Neighborhood Improvement Area #8, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

J. REALLOCATION OF ASSESSMENTS

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the new divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the estimated build out value of the new divided Assessed Property
D = the sum of the estimated build out value for all of the new divided Assessed Properties

The calculation of the estimated build out value of an Assessed Property shall be performed by the Administrator based on information from the City, the Developer, third party consultants, the Official Public Records of Collin County, Texas, and any other relevant source of information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each

newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the new subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the estimated build out value of all new subdivided Lots with same Lot Type
D = the sum of the estimated build out value for all of the new subdivided Lots excluding Non-Benefitted Property
E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an estimated build out value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact future as-built Lot value and any other information available to the Developer. The calculation of the estimated as-built Lot value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

4. Upon Change from a Commercial Parcel to a Residential Parcel

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Assessment that a Lot within its similar Lot type is assessed.

K. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

L. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of PID Bonds, resulting in excess PID Bond proceeds being available to redeem PID Bonds of such series, then the Assessment securing such series of PID Bonds for each Parcel of Assessed Property shall be reduced by the City Council (in accordance with the applicable Indenture) such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem PID Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess PID Bond proceeds being available to redeem PID Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem PID Bonds, in accordance with the applicable Indenture. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on estimated build out value of each Parcel or Lot, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, and in accordance with the terms of the applicable Indenture, such that the sum of the resulting reduced Assessments equals the amount required to repay

the PID Bonds, including interest on the PID Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the PID Bonds is equal to the outstanding principal amount of the PID Bonds.

3. If after all Authorized Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Authorized Improvements are less than the Budgeted Costs used to calculate the Assessments securing the PID Bonds, resulting in excess Bond proceeds, then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property on a pro rata basis, and in accordance with the terms of the applicable Indenture, such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.

4. Similarly, if the City does not undertake some of the Authorized Improvements with the PID Bonds then the City Council may reduce the Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds and in accordance with the terms of the applicable Indenture.

5. The City Council may apply excess PID Bond proceeds to the redemption of the respective PID Bonds in accordance with the terms of the applicable Indenture.

M. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of PID Bonds and reserve funds applied to the redemption under the applicable Indenture, net of any other costs applicable to the redemption of PID Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture or applicable reimbursement agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment of Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Rate (if applicable).

Major Improvement Area

Each Assessment for the Major Improvement Area Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Major Improvement Area Bonds. The Major Improvement Area Assessment Roll set forth for each year the Annual Installment for each Parcel based on an interest rate of 7.50% in years 1 through 30 (2016-2045) and the Additional Interest at the rate of 0.5% to fund Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll, attached hereto as Appendix E.

Neighborhood Improvement Area #1

Each Assessment for the Neighborhood Improvement Area #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #1 Bonds. The Neighborhood Improvement Area #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 6.25% in years 1 through 30 (2016-2045) and the Additional Interest at the rate of 0.5% to fund Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #1 Assessment Roll, attached hereto as Appendix F.

Neighborhood Improvement Area #2

Each Assessment for the Neighborhood Improvement Area #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Areas #2-3 Bonds. The Neighborhood Improvement Area #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5 (2021-2025), 3.125% in years 6 through 10 (2026-2030), and 4.00% in years 11 through 30 (2031-2050) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #2 Assessment Roll, attached hereto as Appendix G.

Neighborhood Improvement Area #3

Each Assessment for the Neighborhood Improvement Area #3 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Areas #2-3 Bonds. The Neighborhood Improvement Area #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5

(2021-2025), 3.125% in years 6 through 10 (2026-2030), and 4.00% in years 11 through 30 (2031-2050) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #3 Assessment Roll, attached hereto as Appendix H.

Neighborhood Improvement Area #4

Each Assessment for the Neighborhood Improvement Area #4 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #4 Bonds. The Neighborhood Improvement Area #4 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.50% in years 1 through 5 (2022-2026), 3.00% in years 6 through 10 (2027-2031), 3.375% in years 11 through 20 (2032-2041) , and 4.00% in years 21 through 30 (2042-2051) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #4 Assessment Roll, attached hereto as Appendix I.

Neighborhood Improvement Area #5

Each Assessment for the Neighborhood Improvement Area #5 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Area #5 Bonds. The Neighborhood Improvement Area #5 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.50% in years 1 through 5 (2023-2027), 4.875% in years 6 through 10 (2028-2032), 5.50% in years 11 through 20 (2033-2042), and 5.625% in years 21 through 30 (2043-2052) and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #5 Assessment Roll, attached hereto as Appendix J.

Neighborhood Improvement Area #6

Each Assessment for the Neighborhood Improvement Area #6 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Areas #6-7 Bonds. The Neighborhood Improvement Area #6 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.85% in years 1 through 31 (2024-2054), and the Additional Interest at the rate of 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #6 Assessment Roll, attached hereto as Appendix K.

Neighborhood Improvement Area #7

Each Assessment for the Neighborhood Improvement Area #7 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Neighborhood Improvement Areas #6-7 Bonds. The Neighborhood Improvement Area #7 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.85% in years 1 through 31 (2024-2054), and the Additional Interest at the rate of 0.5% to fund the Additional

Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Neighborhood Improvement Area #7 Assessment Roll, attached hereto as Appendix L.

Reduction of Assessments

The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds and/or obligations under the PID Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

N. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments before Administrative Expenses for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve or Additional Interest Reserve, as applicable. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Major Improvement Area

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major

Improvement Area Bonds were due when billed and were delinquent if not paid prior to February 1, 2017.

Neighborhood Improvement Area #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Neighborhood Improvement Area #1 Bonds were due when billed and were delinquent if not paid prior to February 1, 2017.

Neighborhood Improvement Area #2

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #2 Improvements that benefit the Neighborhood Improvement Area #2 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2021

Neighborhood Improvement Area #3

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #3 Improvements that benefit the Neighborhood Improvement Area #3 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2021

Neighborhood Improvement Area #4

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #4 Improvements that benefit the Neighborhood Improvement Area #4 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2022

Neighborhood Improvement Area #5

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #5 Improvements that benefit the Neighborhood Improvement Area #5 Assessed Property were due when billed, and were delinquent if not paid prior to February 1, 2023.

Neighborhood Improvement Area #6

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #6 Improvements that benefit the Neighborhood Improvement Areas #6 Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following issuance of the Neighborhood Improvement Areas #6-7 Bonds. The first payment of the Annual Installment of the Assessment levied against the Neighborhood Improvement Area #6 Assessed Property shall commence upon

the issuance of the Neighborhood Improvement Areas #6-7 Bonds will be delinquent if not paid prior to February 1, 2025.

Neighborhood Improvement Area #7

Calculation of Annual Installments shall be as of September 1 of each year. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #7 Improvements that benefit the Neighborhood Improvement Area #7 Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following issuance of the Neighborhood Improvement Areas #6-7 Bonds. The first payment of the Annual Installment of the Assessment levied against the Neighborhood Improvement Area #7 Assessed Property shall commence upon the issuance of the Neighborhood Improvement Areas #6-7 Bonds will be delinquent if not paid prior to February 1, 2025.

O. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BONDS ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Major Improvement Area Bonds.

P. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #1 BONDS ACCOUNT

If proceeds from the Neighborhood Improvement Area #1 Bonds still remain after all of the Neighborhood Improvement Area #1 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #1 Bonds.

Q. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREAS #2-3 BONDS ACCOUNT

If proceeds from the Neighborhood Improvement Areas #2-3 Bonds still remain after all of the Neighborhood Improvement Area #2 Improvements and Neighborhood Improvement Area #3 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Areas #2-3 Bonds.

R. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #4 BONDS ACCOUNT

If proceeds from the Neighborhood Improvement Area #4 Bonds still remain after all of the Neighborhood Improvement Area #4 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #4 Bonds.

S. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREA #5 BONDS ACCOUNT

If proceeds from the Neighborhood Improvement Area #5 Bonds still remain after all of the Neighborhood Improvement Area #5 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Area #5 Bonds.

T. SURPLUS FUNDS REMAINING IN THE NEIGHBORHOOD IMPROVEMENT AREAS #6-7 BONDS ACCOUNT

If proceeds from the Neighborhood Improvement Areas #6-7 Bonds still remain after all of the Neighborhood Improvement Area #6 Improvements and the Neighborhood Improvement Area #7 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the Indenture related to the Neighborhood Improvement Areas #6-7 Bonds.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property was assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the $8,471,369 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, a portion of the costs of the PID formation and administration, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is $8,040,000, which is less than the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Assessment applied to all the Major Improvement Area Assessed Property is $8,040,000 plus annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D.1. The Major Improvement Area Assessment Roll is attached hereto as Appendix E.

Table VII-A
Special Benefit Summary – Major Improvement Area

Special Benefit	Total Cost
Major Improvement Area Projects[1]	$6,146,368
PID Formation/Bond Costs of Issuance:	
Master Developer's Counsel/SAP/Appraisal	$98,829
Reserve Fund	$653,930
Capitalized Interest	$1,020,075
Additional Proceeds	$2,448
Underwriter's Discount/Underwriters Counsel	$213,121
Cost of Issuance	$336,598
Subtotal PID Formation/Bond Cost of Issuance	*$2,325,001*
Total Special Benefit	**$8,471,369**
Special Benefit:	
Total Special Benefit	$8,471,369
Assessment	$8,040,000
Excess Benefit	**$431,369**

[1]See Table III-A for details.

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B. NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. Table VII-B summarizes the $6,978,902 in special benefit received by the Neighborhood Improvement Area #1 Assessed Property from the Neighborhood Improvement Area #1 Projects, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is $5,790,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Assessment applied to all the Neighborhood Improvement Area #1 Assessed Property is $5,790,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D.2 The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Special Benefit Summary – Neighborhood Improvement Area #1

Special Benefit	**Total Cost**
Neighborhood Improvement Area #1 Projects[1]	$5,733,903
PID Formation/Bond Costs of Issuance:	
Master Developer's Counsel/SAP/Appraisal	$71,171
Reserve Fund	$412,100
Capitalized Interest	$357,247
Additional Proceeds	$0
Underwriter's Discount/Underwriters Counsel	$153,479
Cost of Issuance	$251,002
Subtotal PID Formation/Bond Cost of Issuance	*$1,244,999*
Total Special Benefit	**$6,978,902**
Special Benefit:	
Total Special Benefit	$6,978,902
Assessment	$5,790,000
Excess Benefit	**$1,188,902**

[1]See Table III-B for details.

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C. Neighborhood Improvement Area #2 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #2 Improvements. Table VII-C summarizes the $3,649,490 in special benefit received by the Neighborhood Improvement Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements, a portion of the costs of the PID administration, costs related to financing the Neighborhood Improvement Area #2 Improvements, and the issuance of the Neighborhood Improvement Areas #2-3 Bonds. The portion of the par amount of the Neighborhood Improvement Areas #2-3 Bonds relating to Neighborhood Improvement Area #2 is $920,000 plus $25,000 in principal payments paid under the PID Reimbursement Agreement, which is less than the benefit received by the Neighborhood Improvement Area #2 Assessed Property. Accordingly, the total Assessment applied to all the Neighborhood Improvement Area #2 Assessed Property is $945,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.D.3. The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as Appendix G.

Table VII-C
Special Benefit Summary – Neighborhood Improvement Area #2

Special Benefit	Total Cost
Neighborhood Improvement Area #2 Improvements[1]	$3,492,146
PID Formation/Bond Costs of Issuance:	
Reserve Fund	$69,738
Underwriter's Discount/Underwriters Counsel	$60,006
Cost of Issuance	$27,600
Subtotal PID Formation/Bond Cost of Issuance	*$157,344*
Total Special Benefit	**$3,649,490**
Special Benefit:	
Total Special Benefit	$3,649,490
Assessment	$945,000
Excess Benefit	**$2,704,490**

[1]See Table III-C for details.

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D. NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #3 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #3 Improvements. Table VII-D summarizes the $3,964,617 in special benefit received by the Neighborhood Improvement Area #3 Assessed Property from the Neighborhood Improvement Area #3 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Areas #2-3 Bond issuance costs. The portion of the par amount of the Neighborhood Improvement Areas #2-3 Bonds relating to Neighborhood Improvement Area #3 is $2,275,000, which is less than the benefit received by the Neighborhood Improvement Area #3 Assessed Property. Accordingly, the total Assessment applied to all the Neighborhood Improvement Area #3 Assessed Property is $2,275,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #3 Assessed Property is calculated based on the allocation methodologies described in Section V.D.4. The Neighborhood Improvement Area #3 Assessment Roll is attached hereto as Appendix H.

Table VII-D
Special Benefit Summary – Neighborhood Improvement Area #3

Special Benefit	**Total Cost**
Neighborhood Improvement Area #3 Improvements[1]	$3,470,719
PID Formation/Bond Costs of Issuance:	
Reserve Fund	$172,451
Administrative Fund	$25,000
Capitalized Interest	$79,814
Underwriter's Discount/Underwriters Counsel	$68,250
Cost of Issuance	$148,384
Subtotal PID Formation/Bond Cost of Issuance	*$493,898*
Total Special Benefit	**$3,964,617**
Special Benefit:	
Total Special Benefit	$3,964,617
Assessment	$2,275,000
Excess Benefit	**$1,689,617**

[1]See Table III-D for details.

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E. NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #4 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #4 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #4 Improvements. Table VII-E summarizes the $7,258,014 in special benefit received by the Neighborhood Improvement Area #4 Assessed Property from the Neighborhood Improvement Area #4 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #4 Bond issuance costs. The par amount of the Neighborhood Improvement Area #4 Bonds relating to Neighborhood Improvement Area #4 is $5,255,000, which is less than the benefit received by the Neighborhood Improvement Area #4 Assessed Property. Accordingly, the total Assessment applied to all the Neighborhood Improvement Area #4 Assessed Property is $5,255,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #4 Assessed Property is calculated based on the allocation methodologies described in Section V.D.5. The Neighborhood Improvement Area #4 Assessment Roll is attached hereto as Appendix I.

Table VII-E
Special Benefit Summary – Neighborhood Improvement Area #4

Special Benefit	**Total Cost**
Neighborhood Improvement Area #4 Improvements[1]	$6,210,351
PID Formation/Bond Costs of Issuance:	
Reserve Fund	$393,728
Administrative Fund	$25,000
Capitalized Interest	$166,580
Underwriter's Discount/Underwriters Counsel	$157,650
Cost of Issuance	$304,705
Subtotal PID Formation/Bond Cost of Issuance	*$1,047,663*
Total Special Benefit	**$7,258,014**
Special Benefit:	
Total Special Benefit	$7,258,014
Assessment	$5,255,000
Excess Benefit	**$2,003,014**

[1]See Table III-E for details.

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F. NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #5 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #5 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #5 Improvements. Table VII-F summarizes the $6,789,687 in special benefit expected to be received by the Neighborhood Improvement Area #5 Assessed Property from the Neighborhood Improvement Area #5 Improvements, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #5 Bond issuance costs. The par amount of the Neighborhood Improvement Area #5 Bonds is $6,463,000, which is less than the benefit received by the Neighborhood Improvement Area #5 Assessed Property. Accordingly, the total Assessment applied to all the Neighborhood Improvement Area #5 Assessed Property is $6,463,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #5 Assessed Property is calculated based on the allocation methodologies described in Section V.D.6. The Neighborhood Improvement Area #5 Assessment Roll is attached hereto as Appendix J.

Table VII-F
Special Benefit Summary – Neighborhood Improvement Area #5

Special Benefit	Total Cost
Neighborhood Improvement Area #5 Improvements[1]	*$5,284,180*
PID Formation/Bond Costs of Issuance:	
Cost of Issuance	$360,483
Capitalized Interest	$320,611
Reserve Fund	$590,523
Administrative Expense	$40,000
Underwriter's Discount	$193,890
Subtotal PID Formation/Bond Issuance Costs	*$1,505,507*
Total Special Benefit	**$6,789,687**
Special Benefit:	
Total Special Benefit	$6,789,687
Projected Assessment	$6,463,000
Excess Benefit	**$326,687**

[1]See Table III-F for details.

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G. NEIGHBORHOOD IMPROVEMENT AREA #6 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #6 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #6 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #6 Improvements. Table VII-G summarizes the $3,618,079 in special benefit expected to be received by the Neighborhood Improvement Area #6 Assessed Property from the Neighborhood Improvement Area #6 Improvements, the Neighborhood Improvement Area #6-7 Bond issuance costs allocable to Neighborhood Improvement Area #6, and other Assessment levy costs. The total amount of the Neighborhood Improvement Areas #6-7 Bonds allocable to Neighborhood Improvement Area #6, is $2,785,000, which is less than the benefit received by the Neighborhood Improvement Area #6 Assessed Property. Accordingly, the total Assessment applied to all the Neighborhood Improvement Area #6 Assessed Property is $2,785,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #6 Assessed Property is calculated based on the allocation methodologies described in Section V.D.7. The Neighborhood Improvement Area #6 Assessment Roll is attached hereto as Appendix K.

Table VII-G
Special Benefit Summary – Neighborhood Improvement Area #6

Special Benefit	Total Cost
Neighborhood Improvement Area #6 Improvements[1]	$2,960,529
Other Assessment Levy Costs	
Administrative Expenses	$40,000
Subtotal	$3,000,529
Bond Costs of Issuance:	
Cost of Issuance	$181,108
Capitalized Interest	$54,760
Reserve Fund	$270,132
Administrative Expense	$28,000
Underwriter's Discount	$83,550
Bond Issuance Costs	$617,550
Total Special Benefit	**$3,618,079**
Special Benefit:	
Total Special Benefit	$3,618,079
Projected Assessment	$2,785,000
Excess Benefit	**$833,079**

[1]See Table III-G for details.

H. NEIGHBORHOOD IMPROVEMENT AREA #7 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Neighborhood Improvement Area #7 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #7 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #7 Improvements. Table VII-H summarizes the $6,288,455 in special benefit expected to be received by the Neighborhood Improvement Area #7 Assessed Property from the Neighborhood Improvement Area #7 Improvements, and the Neighborhood Improvement Areas #6-7 Bond issuance costs allocable to Neighborhood Improvement Area #7. The total amount of the Neighborhood Improvement Areas #6-7 Bonds allocable to Neighborhood Improvement Area #7, is $4,895,000, which is less than the benefit received by the Neighborhood Improvement Area #7 Assessed Property. Accordingly, the total Assessment to be applied to all the Neighborhood Improvement Area #7 Assessed Property is $4,895,000 plus annual Administrative Expenses. The Assessment for each Neighborhood Improvement Area #7 Assessed Property is calculated based on the allocation methodologies described in Section V.D.8. The Neighborhood Improvement Area #7 Assessment Roll is attached hereto as Appendix L.

Table VII-H
Special Benefit Summary – Neighborhood Improvement Area #7

Special Benefit	Total Cost
Neighborhood Improvement Area #7 Improvements[1]	$5,188,605
Bond Costs of Issuance:	
Cost of Issuance	$318,987
Capitalized Interest	$96,248
Reserve Fund	$469,765
Administrative Expense	$68,000
Underwriter's Discount	$146,850
Subtotal Bond Issuance Costs	$1,099,850
Total Special Benefit	**$6,288,455**
Special Benefit:	
Total Special Benefit	$6,288,455
Projected Assessment	$4,895,000
Excess Benefit	**$1,393,455**

[1]See Table III-H for details.

I. FUTURE NEIGHBORHOOD IMPROVEMENT AREA ASSESSMENT ROLL

As Future Neighborhood Improvement Areas are developed, if Assessments are levied to finance Authorized Improvements benefitting any Future Neighborhood Improvement Area then this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future

Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

J. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Rolls in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.K of this Service and Assessment Plan.

Once PID Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the PID Bonds. This update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall terminate on the date the Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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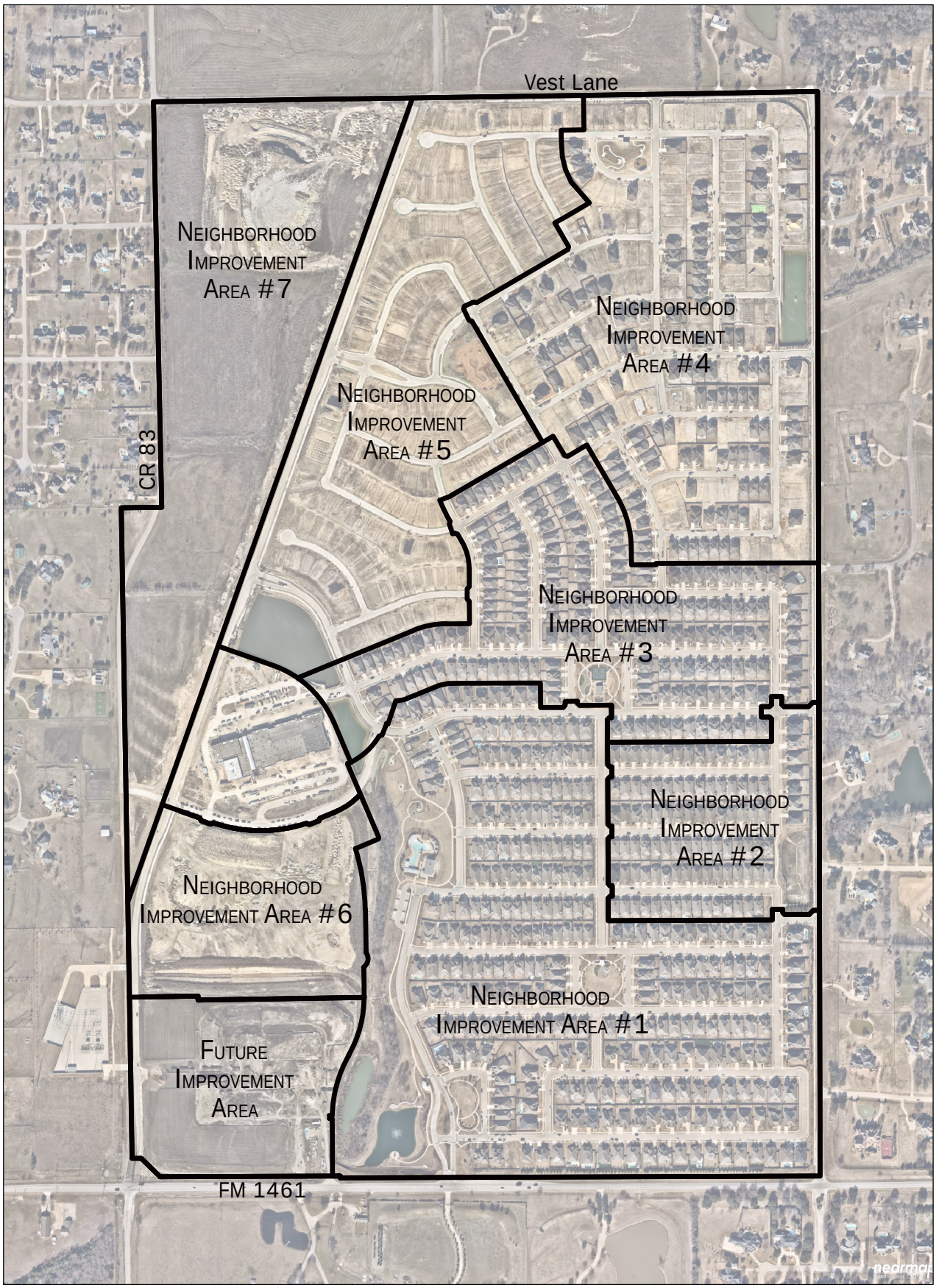
APPENDIX A
PID MAP



Drawing: Y:\2016 JOBS\16-171 Lilyana\CAD\Improvement Areas Exhibits.dwg Saved By: lanoffner Save Time: 2/6/2024 11:08:16 AM Plotted by: lanoffner Plot Date: 2/6/2024 11:09 AM

PHASE 1
50'x120' Lots - 97
60'x120' Lots - 111
74'x130' Lots - 85
Total 293

PHASE 2A-1 ~ 21.350 Ac.
50'x120' Lots - 92
74'x130' Lots - 7
Total 99

PHASE 2A-2 ~ 27.370 Ac.
50'x120' Lots - 7
60'x120' Lots - 89
74'x130' Lots - 8
Total 104

PHASE 3 18.356 Ac.
50'x120' Lots - 73
60'x120' Lots - 5
Total 78

PHASE 4 (Remaining)
50'x120' Lots - 156
60'x120' Lots - 100
71'x120' Lots - 20
Total 276

PHASE 5 (Remaining)
50'x120' Lots - 139
60'x120' Lots - 68
Total 207

PHASE 6 (Remaining)
50'x120' Lots - 100
Total 100

PHASE 7 (Remaining)
50'x120' Lots - 98
60'x120' Lots - 15
71'x120' Lots - 39
Total 152

Total
50'x120' Lots - 762 (58.21%) Max. 60%
60'x120' Lots - 388 (29.64%)
70'±x120'± Lots - 159 (12.15%)
Total 1309

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WELLS SOUTH (LILYANA)
PAD MAP (P)

HILLWOOD COMMUNITIES
A PEROT COMPANY℠

Drawing: H:\2016 JOBS\16-171 Lilyana\CAD\2022 04 07_PD Exhibit pad-rev-P.dwg Saved By: Lahdifar Save Time: 5/25/2023 11:29:06 AM Plotted by: lahdifar Plot Date: 5/25/2023 11:47 AM

APPENDIX B-1
LEGAL DESCRIPTION – ALL PROPERTY

Appendix B-1

PROPERTY METES AND BOUNDS DESCRIPTION
(400.524 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrianne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PKnail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

APPENDIX B-2
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #1

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #1
(approximately 93.21 acres)

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of a called 214.659 acre tract of land as described in instrument to The George White Family Limited Partnership, recorded in County Clerk's File No. 2005-0005703 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a PK Nail found in the approximate centerline of County Road No. 84 and being in the north right-of-way line of F.M 1461, a variable width right of way, and being the northeast corner of a tract of land to the State of Texas, as described in instrument recorded in Volume 484, Page 275 of the Deed Records of Collin County, Texas (D.R.C.C.T.), being the southeast corner of the 214.659 acre George White Family tract;

THENCE, South 89 degrees 46 minutes 00 seconds West, along the north right-of-way line of F.M. 1461 and the south line of the 214.659 acre George White Family tract, a distance of 2,171.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, departing the south line of the 214.659 acre George White Family tract, and the north right-of-way line of F.M. 1461, North 00 degrees 39 minutes 56 seconds East, a distance of 939.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, South 89 degrees 51 minutes 22 seconds West, a distance of 61.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars;

THENCE, North 11 degrees 58 minutes 44 seconds East, a distance of 117.06 feet to a point for a corner;

THENCE, North 01 degrees 14 minutes 17 seconds West, a distance of 142.46 feet to a point for a corner;

THENCE, North 01 degrees 52 minutes 47 seconds West, a distance of 143.69 feet to a point for a corner;

THENCE, North 05 degrees 39 minutes 29 seconds West, a distance of 74.86 feet to a point for a corner;

THENCE, North 10 degrees 23 minutes 36 seconds West, a distance of 74.86 feet to a point for a corner;

THENCE, North 18 degrees 07 minutes 19 seconds West, a distance of 53.93 feet to a point for a corner;

THENCE, North 22 degrees 03 minutes 04 seconds West, a distance of 127.12 feet to a point for a corner;

THENCE, North 68 degrees 27 minutes 26 seconds East, a distance of 123.81 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, North 21 degrees 32 minutes 34 seconds West, a distance of 432.10 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, North 65 degrees 24 minutes 00 seconds East, a distance of 58.10 feet to a point for a corner;

THENCE, North 56 degrees 30 minutes 34 seconds East, a distance of 58.10 feet to a point for a corner;

THENCE, North 48 degrees 55 minutes 07 seconds East, a distance of 47.69 feet to a point for a corner;

THENCE, North 33 degrees 52 minutes 49 seconds East, a distance of 47.94 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, North 22 degrees 52 minutes 44 seconds East, a distance of 182.18 feet to a point for a corner;

THENCE, North 86 degrees 38 minutes 38 seconds East, a distance of 50.03 feet to a point for a corner;

THENCE, North 67 degrees 39 minutes 44 seconds East, a distance of 121.67 feet to a point for a corner;

THENCE, North 73 degrees 33 minutes 49 seconds East, a distance of 44.63 feet to a point for a corner;

THENCE, North 83 degrees 32 minutes 02 seconds East, a distance of 78.51 feet to a point for a corner;

THENCE, North 88 degrees 55 minutes 45 seconds East, a distance of 453.30 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, South 01 degree 01 minute 26 seconds East, a distance of 296.68 feet to a point for a corner;

THENCE, North 89 degrees 21 minutes 24 seconds East, a distance of 299.56 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, South 00 degrees 25 minutes 49 seconds East, a distance of 900.40 feet to a 5/8 inch iron rod set with plastic cap stamped “Huitt-Zollars;

THENCE, North 89 degrees 16 minutes 55 seconds East, a distance of 633.44 feet to a point for a corner;

THENCE, South 68 degrees 22 minutes 28 seconds East, a distance of 43.04 feet to a point for a corner;

THENCE, South 00 degrees 11 minutes 53 seconds West, a distance of 119.12 feet to a point for a corner;

THENCE, North 89 degrees 18 minutes 51 seconds East, a distance of 137.43 feet to a point for a corner;

THENCE, North 00 degrees 16 minutes 22 seconds East, a distance of 155.86 feet to a point for a corner;

THENCE, North 89 degrees 52 minutes 13 seconds East, a distance of 237.38 feet to a Mag nail set in the east line of the 214.659 acre George White Family tract and being in County Road No. 84;

THENCE, South 00 degrees 07 minutes 47 seconds East, along the east line of the 214.659 acre George White Family tract and County Road No. 84, a distance of 1,306.85 feet the POINT OF BEGINNING and CONTAINING 93.21 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

APPENDIX B-3
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #2

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #2
(approximately 21.347 acres)

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being all of a tract conveyed to LILYANA PHASE 2, LLC, according to the deed recorded in Document No. 20171116001527360 of the Official Public Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" capped iron rod found on the west line of County Road 84, a variable width public right-of-way, for the lower northeast corner of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199, Plat Records, Collin County, Texas (PRCCT), from which a PK nail found bears S 00°07'47" E, a distance of 1293.95 feet;

THENCE along the northerly and easterly lines of Lilyana Phase 1, the following:

S 89°52'13" W, 30.00 feet;

S 44°49'07" W, 28.31 feet;

S 89°46'00" W, 119.34 feet;

N 45°14'00" W, 14.14 feet;

N 00°14'00" W, 15.00 feet;

S 89°46'00" W, 50.00 feet;

S 00°14'00" E, 51.59 feet;

S 89°46'00" W, 800.00 feet, a 5/8" capped iron rod found;

N 00°14'00" W, 110.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet;

N 00°14'00" W, 50.00 feet;

S 89°46'00" W, 10.00 feet;

N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;

N 00°14'00" W, 220.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet;

N 00°14'00" W, 50.00 feet;

S 89°46'00" W, 10.00 feet;

N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;

N 00°14'00" W, 220.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet;

N 00°14'00" W, 50.00 feet;

S 89°46'00" W, 10.00 feet;

N 45°14'00" W, 14.14 feet, a 5/8" capped iron rod found;

And N 00°14'00" W, 110.00 feet;

THENCE departing an east line of Lilyana Phase 1, through said Celina Development tract, the following:

N 89°46'00" E, 800.00 feet;

N 00°14'00" W, 110.00 feet;

N 45°14'00" W, 14.14 feet;

S 89°46'00" W, 40.00 feet;

N 00°14'00" W, 50.00 feet;

N 89°46'00" E, 40.00 feet;

N 44°46'00" E, 14.14 feet;

N 00°14'00" W, 40.00 feet;

N 89°46'00" E, 50.00 feet;

S 00°14'00" E, 40.00 feet;

S 45°14'00" E, 14.14 feet;

N 89°46'00" E, 121.16 feet;

N 44°48'57" E, 28.31 feet;

And N 89°51'54" E, 30.00 feet to the west line of County Road 84;

THENCE S 00°08'06" E, 61.40 feet along the west line thereof to a PK nail found;

THENCE S 00°07'47" E, 952.01 feet continuing along the west line of County Road 84 to the POINT OF BEGINNING with the subject tract containing 929,889 square feet or 21.347 acres of land.

APPENDIX B-4
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #3

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #3
(approximately 44.724 acres)

TRACT 1

BEING a tract of land situated in the J. Westover Survey, Abstract No. 1030, and the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development, LLC according to the deed recorded in Document No. 20151123001468620 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the west line of County Road 84, and from which a 5/8" iron rod found for the northeast corner of the parent tract, bears N 00°08'06" W, 2,297.61 feet;

THENCE S 00°08'06" E, 680.05 feet along County Road 84 to the northeast corner of Lilyana Phase 2A-1, an addition recorded in Cabinet 2018, Page 530 of the Plat Records, Collin County, Texas (PRCCT);

THENCE along Lilyana Phase 2A-1, the following:

S 89°51'54" W, 30.00 feet;

S 44°48'57" W, 28.31 feet;

S 89°46'00" W, 121.16 feet to a point from which an "X" found for the intersection of the centerline of Indian Grass Lane with the centerline of Daisy Corner Drive, bears S 54°13'45" W, 43.01 feet;

N 45°14'00" W, 14.14 feet;

N 00°14'00" W, 40.00 feet;

S 89°46'00" W, 50.00 feet;

S 00°14'00" E, 40.00 feet;

S 44°46'00" W, 14.14 feet;

S 89°46'00" W, 40.00 feet;

S 00°14'00" E, 50.00 feet;

N 89°46'00" E, 40.00 feet;

S 45°14'00" E, 14.14 feet;

S 00°14'00" E, 110.00 feet;

And S 89°46'00" W, 800.00 feet to the east line of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199 PRCCT;

THENCE along Lilyana Phase 1, the following:

N 00°14'00" W, 110.00 feet;

N 44°46'00" E, 14.14 feet;

N 89°46'00" E, 10.00 feet to a point from which an “X” found in concrete for the intersection of the centerline of Blue Thistle Road with the centerline of Daisy Corner Drive, bears N 63°40’05” W, 55.90 feet;

N 00°14'00" W, 60.00 feet;

S 89°46'00" W, 155.84 feet;

And N 45°14'00" W, 14.14 feet;

THENCE N 00°14'00" W, 200.00 feet;

THENCE N 44°46'00" E, 14.14 feet;

THENCE N 89°46'00" E, 15.00 feet;

THENCE N 00°14'00" W, 60.00 feet;

THENCE S 89°46'00" W, 14.16 feet;

THENCE N 00°14'00" W, 120.00 feet;

THENCE S 89°46'00" W, 53.00 feet;

THENCE N 00°14'00" W, 310.40 feet;

THENCE around a tangent curve to the left having a central angle of 30°00'00", a radius of 440.00 feet, a chord of N 15°14'00" W - 227.76 feet, an arc length of 230.38 feet;

THENCE N 30°14'00" W, 166.95 feet;

THENCE N 59°46'00" E, 6.90 feet;

THENCE N 30°14'00" W, 170.00 feet;

THENCE N 59°46'00" E, 173.95 feet;

THENCE S 30°14'00" E, 110.00 feet;

THENCE S 75°14'00" E, 14.14 feet;

THENCE N 59°46'00" E, 110.00 feet;

THENCE S 30°14'00" E, 295.79 feet;

THENCE around a tangent curve to the right having a central angle of 30°00'00", a radius of 500.00 feet, a chord of S 15°14'00" E - 258.82 feet, an arc length of 261.80 feet;

THENCE S 00°14'00" E, 78.67 feet;

THENCE N 89°46'00" E, 120.00 feet;

THENCE N 00°14'00" W, 6.12 feet;

THENCE N 89°46'00" E, 792.36 feet to the POINT OF BEGINNING with the subject tract containing 1,148,607 square feet or 26.368 acres of land.

TRACT 2

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being a portion of a tract of land conveyed to Celina Development, LLC according to the deed recorded in Document No. 20151123001468620 of the Official Public Records, Collin County, Texas (OPRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the north line of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199 of the Plat Records, Collin County, Texas (PRCCT) and from which an "X" found in concrete for the intersection of the centerline of Daisy Corner Drive with the centerline of Blue Thistle Road, bears S 64°50'07" E, 128.23 feet;

THENCE along the north line of Lilyana Phase 1, the following:

S 89°46'00" W, 60.00 feet;

S 00°14'00" E, 20.00 feet;

S 44°46'00" W, 14.14 feet;

S 89°46'00" W, 110.00 feet;

N 00°14'00" W, 120.00 feet;

S 89°46'00" W, 400.00 feet;

S 88°53'40" W, 50.19 feet;

S 77°51'01" W, 44.60 feet;

S 67°46'00" W, 181.92 feet;

S 78°31'41" W, 16.36 feet;

S 84°46'23" W, 26.96 feet;

S 18°41'16" W, 120.00 feet;

Around a non-tangent curve to the right having a central angle of 02°17'13", a radius of 175.00 feet, a chord of N 70°10'08" W - 6.98 feet, an arc length of 6.98 feet;

S 20°58'28" W, 60.00 feet;

S 71°28'14" W, 15.16 feet;

S 30°44'50" W, 1.72 feet;

And around a tangent curve to the right having a central angle of 32°55'42", a radius of 330.00 feet, a chord of S 47°12'41" W - 187.05 feet, an arc length of 189.65 feet;

THENCE N 23°02'13" W, 212.96 feet;

THENCE around a tangent curve to the left having a central angle of 32°26'29", a radius of 500.00 feet, a chord of N 39°15'27" W - 279.34 feet, an arc length of 283.10 feet to a point from which a 5/8” iron rod with plastic cap found for a northwest corner of the parent tract, bears N 38°31’32” W, 1,063.32 feet;

THENCE N 67°46'00" E, 610.84 feet;

THENCE around a tangent curve to the right having a central angle of 22°00'00", a radius of 430.00 feet, a chord of N 78°46'00" E - 164.10 feet, an arc length of 165.11 feet;

THENCE N 89°46'00" E, 111.47 feet;

THENCE N 00°14'00" W, 110.00 feet;

THENCE N 45°14'00" W, 14.14 feet;

THENCE N 00°14'00" W, 50.00 feet;

THENCE N 44°46'00" E, 14.14 feet;

THENCE N 00°14'00" W, 92.81 feet;

THENCE around a tangent curve to the left having a central angle of 30°00'00", a radius of 250.00 feet, a chord of N 15°14'00" W - 129.41 feet, an arc length of 130.90 feet;

THENCE N 30°14'00" W, 46.08 feet;

THENCE N 70°51'04" W, 15.18 feet;

THENCE around a non-tangent curve to the right having a central angle of 01°45'56", a radius of 325.00 feet, a chord of S 70°17'42" W - 10.01 feet, an arc length of 10.01 feet;

THENCE N 18°49'20" W, 50.00 feet;

THENCE N 19°57'05" E, 12.81 feet;

THENCE N 30°14'00" W, 1.38 feet;

THENCE around a tangent curve to the right having a central angle of 08°56'51", a radius of 725.00 feet, a chord of N 25°45'34" W - 113.10 feet, an arc length of 113.22 feet;

THENCE N 68°42'51" E, 50.00 feet;

THENCE N 59°46'00" E, 411.23 feet;

THENCE S 30°14'00" E, 170.00 feet;

THENCE S 59°46'00" W, 6.90 feet;

THENCE S 30°14'00" E, 166.95 feet;

THENCE around a tangent curve to the right having a central angle of 30°00'00", a radius of 440.00 feet, a chord of S 15°14'00" E - 227.76 feet, an arc length of 230.38 feet;

THENCE S 00°14'00" E, 310.40 feet;

THENCE N 89°46'00" E, 53.00 feet;

THENCE S 00°14'00" E, 120.00 feet;

THENCE N 89°46'00" E, 14.16 feet;

THENCE S 00°14'00" E, 60.00 feet;

THENCE S 89°46'00" W, 15.00 feet;

THENCE S 44°46'00" W, 14.14 feet;

THENCE S 00°14'00" E, 190.00 feet to the POINT OF BEGINNING with the subject tract containing 799,601 square feet or 18.356 acres of land.

APPENDIX B-5
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #4

METES AND BOUNDS DESCRIPTION
Lilyana Neighborhood Improvement Area #4
(approximately 67.494 acres)

BEING a tract of land situated in the J. Westover Survey, Abstract No. 1030, and the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract conveyed to LILYANA PHASE 4, LLC, by deed recorded in Document No. 20210302000414010 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in a bend of County Road 84, a public road, and being on the west line of a right-of-way dedication created by the final plat of Wilson Creek Estates Phase 2, recorded in Cabinet K, Page 192, Plat Records, Collin County, Texas (PRCCT);

THENCE S 00°08'06" E, 2297.61 feet along County Road 84, and along the west line of said right-of-way dedication, and of another dedication created by the final plat of Wilson Creek Estates, recorded in Cabinet J, Page 605 PRCCT, to a point for corner;

THENCE departing said road, into the subject tract, the following:

S 89°46'00" W, 792.36 feet;

S 00°14'00" E, 6.12 feet;

S 89°46'00" W, 120.00 feet;

N 00°14'00" W, 78.67 feet;

A tangent curve to the left having a central angle of 30°00'00", a radius of 500.00 feet, a chord of N 15°14'00" W - 258.82 feet, an arc length of 261.80 feet;

N 30°14'00" W, 295.79 feet;

S 59°46'00" W, 110.00 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 110.00 feet;

S 59°46'00" W, 60.00 feet;

N 30°14'00" W, 110.00 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 60.00 feet;

N 14°46'00" E, 14.14 feet;

N 30°14'00" W, 494.97 feet;

N 75°18'48" W, 14.12 feet;

N 31°27'16" W, 60.00 feet;

A non-tangent curve to the right having a central angle of 01°05'25", a radius of 330.00 feet, a chord of N 59°05'27" E - 6.28 feet, an arc length of 6.28 feet;

N 15°08'08" E, 14.05 feet;

N 59°46'00" E, 50.00 feet;

S 30°14'00" E, 4.87 feet;

S 75°14'00" E, 14.14 feet;

N 59°46'00" E, 225.35 feet;

N 14°46'00" E, 14.14 feet;

N 59°46'00" E, 50.00 feet;

S 75°14'00" E, 14.14 feet;

N 59°46'00" E, 219.77 feet;

N 15°24'44" E, 14.30 feet;

N 28°56'32" W, 109.92 feet;

N 61°03'28" E, 190.99 feet;

N 36°03'33" W, 150.88 feet;

A tangent curve to the right having a central angle of 35°18'53", a radius of 295.00 feet, a chord of N 18°24'06" W - 178.96 feet, an arc length of 181.83 feet;

N 00°44'40" W, 86.28 feet;

N 89°15'20" E, 106.54 feet;

N 00°44'40" W, 138.00 feet;

S 89°15'20" W, 533.56 feet;

A tangent curve to the left having a central angle of 07°17'16", a radius of 120.50 feet, a chord of S 85°36'43" W - 15.32 feet, an arc length of 15.33 feet;

S 81°58'05" W, 52.52 feet;

A tangent curve to the right having a central angle of 10°46'52", a radius of 179.50 feet, a chord of S 87°21'30" W - 33.73 feet, an arc length of 33.78 feet;

A compound curve to the right having a central angle of 15°06'07", a radius of 402.63 feet, a chord of N 79°42'00" W - 105.82 feet, an arc length of 106.12 feet;

S 64°33'12" W, 35.34 feet;

And N 19°31'46" E, 35.36 feet to a point in County Road 84;

THENCE N 89°09'41" E, 49.21 feet along said road to a PK nail found, being the intersection of County Road 84 and County Road 86, a public road;

THENCE N 89°15'20" E, 1269.46 feet continuing along County Road 84 to a point for corner;

THENCE N 88°41'35" E, 580.75 feet continuing along County Road 84 to the POINT OF BEGINNING with the subject tract containing 2,940,037 square feet or 67.494 acres of land.

APPENDIX B-6
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #5

METES AND BOUNDS DESCRIPTION

WHEREAS M/I Homes of DFW LLC, is the owner of a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract described in deed recorded in Document No. 20210902001788700, Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northwest corner of a remainder of that tract conveyed to Celina Development, LLC, recorded in Document No. 20151123001468620 DRCCT;

THENCE departing said corner, the following:

N 19°31'42" E, 127.06 feet;

THENCE N 25°16'36" E, 96.35 feet;

THENCE N 19°31'46" E, 90.58 feet;

THENCE N 64°31'46" E, 26.87 feet;

THENCE N 19°31'40" E, 42.68 feet;

THENCE around a non-tangent curve to the right having a central angle of 14°15'21", a radius of 60.00 feet, a chord of N 58°55'37" W - 14.89 feet, an arc length of 14.93 feet;

THENCE around a compound curve to the right having a central angle of 142°39'24", a radius of 3.00 feet, a chord of N 19°31'46" E - 5.68 feet, an arc length of 7.47 feet;

THENCE around a compound curve to the right having a central angle of 03°35'02", a radius of 60.00 feet, a chord of S 87°21'02" E - 3.75 feet, an arc length of 3.75 feet;

THENCE N 19°31'42" E, 45.91 feet;

THENCE N 25°28'16" W, 24.97 feet;

THENCE N 19°31'42" E, 832.29 feet;

THENCE N 25°17'28" E, 96.32 feet;

THENCE N 19°31'46" E, 78.12 feet;

THENCE N 64°31'44" E, 26.87 feet;

THENCE N 19°31'42" E, 42.67 feet;

THENCE around a non-tangent curve to the right having a central angle of 14°20'17", a radius of 60.00 feet, a chord of N 58°58'47" W - 14.98 feet, an arc length of 15.01 feet;

THENCE around a compound curve to the right having a central angle of 142°37'36", a radius of 3.00 feet, a chord of N 19°30'10" E - 5.69 feet, an arc length of 7.47 feet;

THENCE around a non-tangent curve to the right having a central angle of 03°40'24", a radius of 60.00 feet, a chord of S 87°21'30" E - 3.85 feet, an arc length of 3.85 feet;

THENCE N 19°31'42" E, 45.87 feet;

THENCE N 25°28'18" W, 25.00 feet;

THENCE N 19°31'42" E, 1066.16 feet;

THENCE N 25°18'29" E, 96.28 feet;

THENCE N 19°31'46" E, 73.34 feet;

THENCE N 64°33'12" E, 35.34 feet to the south line of Vest Lane;

THENCE along the south line thereof, the following:

A non-tangent curve to the left having a central angle of 15°06'07", a radius of 402.63 feet, a chord of S 79°42'00" E - 105.82 feet, an arc length of 106.12 feet;

A compound curve to the left having a central angle of 10°46'52", a radius of 179.50 feet, a chord of N 87°21'30" E - 33.73 feet, an arc length of 33.78 feet;

N 81°58'05" E, 52.52 feet;

A tangent curve to the right having a central angle of 07°17'16", a radius of 120.50 feet, a chord of N 85°36'43" E - 15.32 feet, an arc length of 15.33 feet;

And N 89°15'20" E, 533.56 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner of Lilyana Phase 4, an addition recorded in Cabinet 2022, Page 108, Plat Records, Collin County, Texas;

THENCE along the common line thereof, the following:

S 00°44'40" E, 138.00 feet;

S 89°15'20" W, 106.54 feet;

S 00°44'40" E, 86.28 feet;

A tangent curve to the left having a central angle of 35°18'53", a radius of 295.00 feet, a chord of S 18°24'06" E - 178.96 feet, an arc length of 181.83 feet;

S 36°03'33" E, 150.88 feet;

S 61°03'28" W, 190.99 feet;

S 28°56'32" E, 109.92 feet;

S 15°24'44" W, 14.30 feet;

S 59°46'00" W, 219.77 feet;

N 75°14'00" W, 14.14 feet;

S 59°46'00" W, 50.00 feet;

S 14°46'00" W, 14.14 feet;

S 59°46'00" W, 225.35 feet;

N 75°14'00" W, 14.14 feet;

N 30°14'00" W, 4.87 feet;

S 59°46'00" W, 50.00 feet;

S 15°08'08" W, 14.05 feet;

A non-tangent curve to the left having a central angle of 01°05'25", a radius of 330.00 feet, a chord of S 59°05'27" W - 6.28 feet, an arc length of 6.28 feet;

S 31°27'16" E, 60.00 feet;

S 75°18'48" E, 14.12 feet;

S 30°14'00" E, 494.97 feet;

S 14°46'00" W, 14.14 feet;

S 30°14'00" E, 60.00 feet;

S 75°14'00" E, 14.14 feet;

And S 30°14'00" E, 110.00 feet to a north line of Lilyana Phase 2A-2, recorded in Document No. 20201102010004190 DRCCT;

THENCE S 59°46'00" W, 525.17 feet along the north line thereof and of Lilyana Phase 3, recorded in Document No. 20201102010004190 DRCCT, to a northerly corner thereof;

THENCE continuing along the common line thereof, the following:

S 68°42'51" W, 50.00 feet;

A non-tangent curve to the left having a central angle of 08°56'51", a radius of 725.00 feet, a chord of S 25°45'34" E - 113.10 feet, an arc length of 113.22 feet;

S 30°14'00" E, 1.38 feet;

S 19°57'05" W, 12.81 feet;

S 18°49'20" E, 50.00 feet;

A non-tangent curve to the left having a central angle of 01°45'56", a radius of 325.00 feet, a chord of N 70°17'42" E - 10.01 feet, an arc length of 10.01 feet;

S 70°51'04" E, 15.18 feet;

S 30°14'00" E, 46.08 feet;

A tangent curve to the right having a central angle of 30°00'00", a radius of 250.00 feet, a chord of S 15°14'00" E - 129.41 feet, an arc length of 130.90 feet;

S 00°14'00" E, 92.81 feet;

S 44°46'00" W, 14.14 feet;

S 00°14'00" E, 50.00 feet;

S 45°14'00" E, 14.14 feet;

S 00°14'00" E, 110.00 feet;

S 89°46'00" W, 111.47 feet;

A tangent curve to the left having a central angle of 22°00'00", a radius of 430.00 feet, a chord of S 78°46'00" W - 164.10 feet, an arc length of 165.11 feet;

And S 67°46'00" W, 610.84 feet to a northwesterly corner of Lilyana Phase 3, being in the north line of said remainder;

THENCE along the north line thereof, around a non-tangent curve to the left having a central angle of 15°00'03", a radius of 500.00 feet, a chord of N 62°58'43" W - 130.53 feet, an arc length of 130.91 feet;

THENCE N 70°28'44" W, 226.60 feet continuing along the north line thereof to the POINT OF BEGINNING with the subject tract containing 2,383,619 square feet or 54.720 acres of land.

APPENDIX B-7
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #6

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, and J. Westover Survey, Abstract No. 1030, City of Celina, Collin County, Texas, being part of a tract conveyed to M/I Homes of DFW, LLC, by deed recorded in Document No. 20210902001788700 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at the point of intersection of the east right of way line of Coit Road (a variable width ROW) and the south right of way line of Marigold Lane (a 60' ROW);

THENCE along the south right of way thereof the following:

N 64°31'31" E, 35.36 feet;

S 70°28'44" E, 100.83 feet;

S 25°28'44" E, 14.14 feet;

S 70°28'44" E, 50.00 feet;

N 64°27'40" E, 14.16 feet;

Around a non-tangent curve to the left having a central angle of 37°36'53" a radius of 705.00 feet, a chord of S 89°43'38" E - 454.57 feet, an arc length of 462.83 feet;

N 68°44'41" E, 50.00 feet;

N 23°06'06" E, 14.27 feet;

N 67°35'34" E, 84.25 feet;

Around a tangent curve to the left having a central angle of 25°56'21" a radius of 325.00 feet, a chord of N 54°37'23" E - 145.88 feet, an arc length of 147.14 feet;

THENCE along the west property line of an addition of LILYANA PHASE I according to the plat recorded in cab, 2017, page 199 of the Plat Records of Collin County, Texas the following:

S 23°08'06" E, 228.92 feet;

S 21°51'54" W, 7.07 feet;

S 66°51'54" W, 120.40 feet;

Around a non-tangent curve to the right having central angle of 16°10'26" a radius of 1063.85 feet, a chord of S 9°10'29" E - 299.31 feet, an arc length of 300.31 feet;

S 0°57'08" E, 210.57 feet;

Around a non-tangent curve to right having a central angle of 93°43'34" a radius of 50.00 feet, a chord S 9°02'27" W-72.97,an arc length of 81.79 feet;

S 0°57'08" E, 139.73 feet;

Around a tangent curve to the left having a central angle of 0°48'56" a radius of 560.00 feet, a chord of S 0°32'40" E - 7.97 feet, an arc length of 7.97 feet;

THENCE S 89°02'52" W, 809.94 feet along the Berlin Tract as recorded in the Deed Records of Collin County, Texas;

THENCE N 0°57'08" W, 19.56 feet along the east property line of a tract conveyed Frontier Retail Partners LP according to Document No. 20161221001791270 (DRCCT);

THENCE S 89°02'52" W, 275.00 feet continuing along the east property line of a tract conveyed Frontier Retail Partners LP according to Document No. 20161221001791270 (DRCCT);

THENCE along the east right of way line of Coit Road thereof the following:

N 0°57'08" W, 250.14 feet;

Around a tangent curve to the right having a central angle of 20°28'23" a radius of 1140.00 feet, a chord of N 9°17'04" E - 405.18 feet, an arc length of 407.35 feet:

N 19°31'16" E, 82.87 feet;

N 25°12'10" E, 96.08 feet;

N 19°31'46" E, 80.50 feet to the POINT OF BEGINNING with the subject tract containing 917,513 square feet or 21.063 acres of land.

APPENDIX B-8
LEGAL DESCRIPTION – NEIGHBORHOOD IMPROVEMENT AREA #7

TRACT 1

WHEREAS M/I HOMES OF DFW, LLC, is the owner of a tract of land situated in the W. Wilhite Survey, Abstract Number 1002 and the J. Westover Survey, Abstract Number 1030, in the City of Celina, Collin County, Texas, being a portion of a called 139.803 acre tract of land described in a Special Warranty Deed to M/I Homes of DFW, LLC, recorded in Document Number 20210902001788700, of the Official Public Records of Collin County, Texas (OPRCCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "SPIARSENG" set for corner (hereinafter referred to as ''1/2 inch iron rod set with cap'') at the intersection of the east right-of-way line of County Road No. 83, (a 60-foot right-of-way) and the north right-of-way line of Marigold Lane, (a 50-foot right-of-way), from which a PK nail found at the intersection of the east right-of-way line of said County Road No. 83 and the north right-of-way line of Frontier Parkway, (a variable width right-of-way, also known as Farm to Market Road No. 1461), said PK nail being the upper southwest corner of a tract of land described to Frontier Retail Partners, LP, recorded in Document No. 20161221001731270, OPRCCT, bears for witness S 00°57'08" E, 1,840.31 feet;

THENCE N 00°57'08" W, 1,329.73 feet along the east right-of-way line of said County Road No. 83 to a 1/2 inch iron rod set with cap on the south line of Lot 8 of Preston Hills II Addition, an Addition to the City of Celina, Collin County, Texas, recorded in Cabinet F, Page 678, PRCCT;

THENCE N 89°11'16" E, along the south line of said Lot 8, passing the intersection of southeast corner of Lot 8 and on the east right-of-way line of said County Road No. 83, (a variable width right-of-way at this corner) at a distance of 11.65 feet, continuing along said County Road No. 83,

a total distance of 173.48 feet to a 1/2 inch iron rod set with cap for corner at the beginning of a non-tangent curve to the left, from which a 5/8 inch iron rod with plastic cap found at the southeast corner of said Preston Hills II Addition, bears for witness N 89°11'16" E, 23.95 feet;

THENCE along the southwesterly line of said County Road No. 83, the following courses and distances:

Southeasterly along a non-tangent curve to the left, having a central angle of 59°23'32", a radius of 405.00 feet, a chord of S 40°46'28" E - 401.27 feet an arc length of 419.82 feet to a 1/2 inch iron rod set with cap for corner at the end of said curve;

S 70°28'14" E, 74.80 feet to a 1/2 inch iron rod set with cap for corner;

S 25°28'14" E, 35.36 feet to a 1/2 inch iron rod set with cap for corner at the intersection of the southwesterly right-of-way line of said County Road No. 83 and the northwest right-of-way line of S Coit Road, (a variable width right-of-way);

THENCE S 19°31'46" W, 1,083.83 feet along the northwest right-of-way line of said S Coit Road to a 1/2 inch iron rod set with cap for corner at the intersection of the north right-of-way line of said Marigold Lane and the northwest right-of-way line of said S Coit Road;

THENCE along the north right-of-way line of Marigold Lane, the following courses and distances:

N 70°28'44" W, 17.84 feet to a 1/2 inch iron rod set with cap for corner at the beginning a tangent curve to the left, having a central angle of 17°03'07", a radius of 325.00 feet, a chord of N 79°00'18" W - 96.37 feet;

Northwesterly along said curve, an arc length of 96.72 feet to a 1/2 inch iron rod set with cap for corner at the end of said curve;

N 44°24'35" W, 36.29 feet to the POINT OF BEGINNING and containing 9.985 acres or 434,963 square feet of land.

TRACT 2

Being a tract of land situated in the W. Wilhite Survey, Abstract Number 1002 and the J. Westover Survey, Abstract Number 1030, in the City of Celina, Collin County, Texas, being a portion of a called 139.803 acre tract of land described in a Special Warranty Deed to M/I Homes of DFW, LLC, recorded in Document Number 20210902001788700, of the Official Public Records of Collin County, Texas (OPRCCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "SPIARSENG" set for corner (hereinafter referred to as ''1/2 inch iron rod set with cap'') on the northwest right-of-way line of S Coit Road, (a variable width right-of-way), and being on the south line of a called 38.00 acre tract of land described in a deed to William and Kathy Wood, recorded in Document No. 20071029001470070, OPRCCT, from which a PK nail found at the southwest corner of a tract of land described in a deed to Christopher and Adrienne Bosh, recorded in Document No. 20131001001373380 OPRCCT, bears for witness N 89°09'41" E, 187.88 feet;

THENCE S 19°31'46" W, 2,388.62 feet along the northwest right-of-way line of said S Coit Road to a 1/2 inch iron rod set with cap for corner at the intersection of the northwest right-of-way line of said S Coit Road and the northeasterly right-of-way line of County Road No. 83, (a 60-foot right-of-way);

THENCE along the northeasterly right-of-way line of said County Road No. 83, the following courses and distances:

S 64°31'46" W, 35.36 feet to a 1/2 inch iron rod set with cap for corner;

N 70°28'14" W, 74.80 feet to a 1/2 inch iron rod set with cap for corner at the beginning of a tangent curve to the right, having a central angle of 69°18'41", a radius of 345.00 feet, a chord of N 35°48'54" W - 392.36 feet;

Northwesterly along said curve, an arc length of 417.35 feet to a 1/2 inch iron rod set with cap for corner at the end of said curve;

N 01°09'33" W, 974.61 feet to a 1/2 inch iron rod set with cap for corner;

N 01°10'48" W, 931.90 feet to a 1/2 inch iron rod set with cap for corner on the south line of said 38.00 acre tract, from which a PK nail found for the most northerly northwest corner of said 139.803 acre tract, bears for witness S 89°09'41" W, 30.00 feet;

THENCE N 89°09'41" E, 1,169.54 feet along the south line of said 38.00 acre tract to the POINT OF BEGINNING and containing 37.919 acres or 1,651,756 square feet of land.

TRACT 3

Being a tract of land situated in the W. Wilhite Survey, Abstract Number 1002 and the J. Westover Survey, Abstract Number 1030, in the City of Celina, Collin County, Texas, being a portion of a called 139.803 acre tract of land described in a Special Warranty Deed to M/I Homes of DFW, LLC, recorded in Document Number 20210902001788700, of the Official Public Records of Collin County, Texas (OPRCCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "SPIARSENG" set for corner (hereinafter referred to as ''1/2 inch iron rod set with cap'') at the intersection of the east right-of-way line of County Road No. 83, (a 60-foot right-of-way) and the northwest right-of-way line of S Coit Road, (a variable width right-of-way), from which a PK nail found at the intersection of the east right-of-way line of said County Road No. 83 and the north right-of-way line of Frontier

Parkway, (a variable width right-of-way, also known as Farm to Market Road No. 1461), said PK nail being the upper southwest corner of a tract of land described to Frontier Retail Partners, LP, recorded in Document No. 20161221001731270, OPRCCT, bears for witness S 00°57'08" E, 1,419.74 feet;

THENCE N 00°57'08" W, 344.80 feet along the east right-of-way line of said County Road No. 83 to a 1/2 inch iron rod set with cap for corner at the intersection of the east right-of-way line of County Road No. 83, (a 60-foot right-of-way) and the south right-of-way line of Marigold Lane, (a 50-foot right-of-way), said corner being at the beginning of a non-tangent curve to the right, having a central angle of 21°38'01", a radius of 275.00 feet, a chord of S 81°17'45" E - 103.22 feet;

THENCE Southeasterly along the south right-of-way line of said Marigold Lane, an arc length of 103.83 feet to a 1/2 inch iron rod set with cap for corner at the end of said curve;

THENCE S 70°28'44" E, 17.84 feet continuing along the south right-of-way line of said Marigold Lane to a 1/2 inch iron rod set with cap for corner at the intersection of the south right-of-way line of said Marigold Lane and the northwest right-of-way line of said S Coit Road;

THENCE S 19°31'46" W, 282.40 feet along the northwest right-of-way line of said S Coit Road to a 1/2 inch iron rod set with cap for corner at the beginning of a tangent curve to the left, having a central angle of 02°43'42", a radius of 1,260.26 feet, a chord of S 18°09'54" W - 60.01 feet;

THENCE Southwesterly along said curve, continuing along the northwest right-of-way line of said S Coit Road, an arc length of 60.01 feet to the POINT OF BEGINNING and containing 0.476 acres or 20,717 square feet of land.

APPENDIX C
PID ASSESSMENT NOTICE

[AFTER RECORDING RETURN TO:

_____

_____

_____

_____

_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Wells South Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:	DATE:
_____	_____
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas[4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

APPENDIX D
ASSESSMENT PER UNIT AND PROJECTED TAX RATE EQUIVALENTS

Appendix D

A) Proposed Development

Table D-A.1 shows the proposed Lot Types to be developed within the PID.

Table D-A.1
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Residential:		
Single Family – 70 Ft	159	Units
Single Family – 60 Ft	388	Units
Single Family – 50 Ft	762	Units
Townhomes	78	Units
Subtotal Residential	*1,387*	*Units*
Non-Residential:		
Commercial	53,143	Square feet
Subtotal Commercial	*53,143*	*Square feet*

Table D-A.2 shows the proposed Lot Types within the Major Improvement Area.

Table D-A.2
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Residential:		
Single Family – 70 Ft	74	Units
Single Family – 60 Ft	277	Units
Single Family – 50 Ft	665	Units
Townhomes	78	Units
Subtotal Residential	*1,094*	*Units*
Non-Residential:		
Commercial	53,143	Square feet
Subtotal Commercial	*53,143*	*Square feet*

Table D-A.3 shows the Lot Types within Neighborhood Improvement Area #1.

Table D-A.3
Actual Development – Neighborhood Improvement Area #1

Development	Quantity	Measurement
Single Family – 70 Ft	85	Units
Single Family – 60 Ft	111	Units
Single Family – 50 Ft	97	Units
Total	**293**	**Units**

Table D-A.4 shows the Lot Types within Neighborhood Improvement Area #2.

Table D-A.4
Actual Development – Neighborhood Improvement Area #2

Development	Quantity	Measurement
Single Family – 70 Ft	7	Units
Single Family – 50 Ft	92	Units
Total	**99**	**Units**

Table D-A.5 shows the Lot Types within Neighborhood Improvement Area #3.

Table D-A.5
Actual Development – Neighborhood Improvement Area #3

Development	Quantity	Measurement
Single Family – 70 Ft	8	Units
Single Family – 60 Ft	94	Units
Single Family – 50 Ft	80	Units
Total	**182**	**Units**

Table D-A.6 shows the Lot Types within Neighborhood Improvement Area #4.

Table D-A.6
Actual Development – Neighborhood Improvement Area #4

Development	Quantity	Measurement
Single Family – 70 Ft	20	Units
Single Family – 60 Ft	100	Units
Single Family – 50 Ft	156	Units
Total	**276**	**Units**

Table D-A.7 shows the Lot Types within Neighborhood Improvement Area #5.

Table D-A.7
Proposed Development – Neighborhood Improvement Area #5

Proposed Development	Quantity	Measurement
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	139	Units
Total	**207**	**Units**

Table D-A.8 shows the Lot Types within Neighborhood Improvement Area #6.

Table D-A.8
Proposed Development – Neighborhood Improvement Area #6

Proposed Development	Quantity	Measurement
Single Family – 50 Ft	100	Units
Total	**100**	**Units**

Table D-A.9 shows the Lot Types within Neighborhood Improvement Area #7.

Table D-A.9
Proposed Development – Neighborhood Improvement Area #7

Proposed Development	Quantity	Measurement
Single Family – 70 Ft	39	Units
Single Family – 60 Ft	15	Units
Single Family – 50 Ft	98	Units
Total	**152**	**Units**

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B) Allocation of Assessments to Lots within the Major Improvement Area

Table D-B.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Major Improvement Area Bonds for each Lot Type within the Major Improvement Area.

Table D-B.1
Original Assessment Allocation - Major Improvement Area

Lot Size	Units/GSF	Estimated Buildout Value	Total Assessment	Annual Installment (1st Full Year After Cap I)[1]	Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
NIA #2							
50 Ft	92	$30,360,000	$428,675	$40,224	$4,660	$437	$0.13
70 Ft	7	$3,010,000	$42,500	$3,988	$6,071	$570	$0.13
OAP	-	-	$4,759	$447	-	-	-
Subtotal	*99*	*$33,370,000*	*$475,935*	*$44,658*			
NIA #3							
50 Ft	80	$28,000,000	$395,353	$37,097	$4,942	$464	$0.13
60 Ft	94	$37,600,000	$530,902	$49,816	$5,648	$530	$0.13
70 Ft	8	$3,600,000	$50,831	$4,770	$6,354	$596	$0.13
OAP	-	-	$9,870	$926	-	-	-
Subtotal	*182*	*$69,200,000*	*$986,955*	*$92,608*			
NIA #4							
50 Ft	156	$70,200,000	$991,206	$93,007	$6,354	$596	$0.13
60 Ft	100	$50,000,000	$705,987	$66,244	$7,060	$662	$0.13
70 Ft	20	$11,000,000	$155,317	$14,574	$7,766	$729	$0.13
OAP	-	-	$18,712	$1,756	-	-	-
Subtotal	*276*	*$131,200,000*	*$1,871,222*	*$175,581*			
NIA #5							
50 Ft	139	$77,840,000	$1,099,080	$103,129	$7,907	$742	$0.13
60 Ft	68	$51,000,000	$720,107	$67,569	$10,590	$994	$0.13
OAP	-	-	$18,376	$1,724	-	-	-
Subtotal	*207*	*$128,840,000*	*$1,837,563*	*$172,423*			
NIA #6							
50 Ft	100	$65,000,000	$917,783	$86,118	$9,178	$861	$0.13
OAP	-	-	$9,271	$870	-	-	-
Subtotal	*100*	*$65,000,000*	*$927,054*	*$86,988*			
NIA #7							
50 Ft	98	$63,700,000	$902,411	$84,675	$9,208	$864	$0.13
60 Ft	15	$11,250,000	$159,374	$14,954	$10,625	$997	$0.13
70 Ft	39	$31,200,000	$441,997	$41,474	$11,333	$1,063	$0.13
OAP	-	-	$15,190	$1,425	-	-	-
Subtotal	*152*	*$106,150,000*	*$1,518,972*	*$142,529*			
NIA #8							
Townhome	*78*	$23,400,000	$331,498	$31,105	$4,250	$399	$0.13
Area F	53,143	$6,111,468	$86,579	$8,124	$1.63	$0.15	$0.13
OAP	-	-	$4,223	$396	-	-	-
Subtotal	*-*	*$29,511,468*	*$422,299*	*$39,625*			
Total	**1,016**	**$563,271,468**	**$8,040,000**	**$754,412**			

Note: Estimates in Table D-B.1 are based on updated Lot counts and estimated buildout values provided by the Master Developer as part of this SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown, the original assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds.

[1]Represents original annual installment first year after capitalized interest.

Table D-B.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Major Improvement Area Bonds for each Lot Type within the Major Improvement Area.

Table D-B.2
Outstanding Assessment Allocation – Major Improvement Area

Lot Size	Units/GSF[1]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment[2]	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
NIA #2							
50 Ft	90	$29,700,000	$372,486	$38,397	$4,139	$427	$0
70 Ft	7	$3,010,000	$37,750	$3,891	$5,393	$556	$0.13
OAP	-	-	$0	$0	-	-	-
Subtotal	*97*	*$32,710,000*	*$410,237*	*$42,288*			
NA #3							
50 Ft	80	$28,000,000	$351,166	$36,199	$4,390	$452	$0.13
60 Ft	93	$37,200,000	$466,549	$48,093	$5,017	$517	$0.13
70 Ft	8	$3,600,000	$45,150	$4,654	$5,644	$582	$0.13
OAP	-	-	$0	$0	$0	$0	$0.00
Subtotal	*181*	*$68,800,000*	*$862,864*	*$88,946*			
NIA #4							
50 Ft	156	$70,200,000	$880,422	$90,756	$5,644	$582	$0.13
60 Ft	100	$50,000,000	$627,081	$64,641	$6,271	$646	$0.13
70 Ft	20	$11,000,000	$137,958	$14,221	$6,898	$711	$0.13
OAP	-	-	$0	$0	-	-	-
Subtotal	*276*	*$131,200,000*	*$1,645,462*	*$169,618*			
NIA #5							
50 Ft	139	$90,350,000	$1,133,136	$116,806	$8,152	$840	$0.15
60 Ft	68	$53,040,000	$665,208	$68,571	$9,782	$1,008	$0.13
OAP	-	-	$0	$0	-	-	-
Subtotal	*207*	*$143,390,000*	*$1,798,344*	*$185,378*			
NIA #6							
50 Ft	100	$65,000,000	$815,206	$84,033	$8,152	$840	$0.13
OAP	-	-	$0	$0	-	-	-
Subtotal	*100*	*$65,000,000*	*$815,206*	*$84,033*			
NIA #7							
50 Ft	98	$63,700,000	$801,552	$82,626	$8,179	$843	$0.13
60 Ft	15	$11,250,000	$141,561	$14,592	$9,437	$973	$0.13
70 Ft	39	$31,200,000	$392,597	$40,470	-	-	-
OAP	-	-	$0	$0			
Subtotal	*152*	*$106,150,000*	*$1,335,710*	*$137,688*			
NIA #8							
Townhome	*78*	$23,400,000	$294,448	$30,352	$3,775	$389	$0.13
Area F	53,143	$6,111,445	$76,902	$7,927	$1.45	$0.15	$0.13
OAP	-	-	$0	$0	-	-	-
Subtotal		*$29,511,445*	*$371,349*	*$38,280*			
Total	**1,013**	**$576,761,445**	**$7,239,172**	**$746,231**			

Note: Estimates in Table D-B.2 are based on updated Lot counts and estimated buildout values provided by the Master Developer as part of as part this SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown, the outstanding assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds.

[1]Assessments on (2) 50 Ft Lots in NIA #2, one (1) 60 Ft Lot in NIA #3, and Major Improvement Area's share of the OAP for each NIA have prepaid their Assessment in full.

[2]Represents average Annual Installment for remaining years excluding actual amounts billed previously.

C) Allocation of Assessments to Lots within Neighborhood Improvement Area #1

Table D-C.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #1 Bonds for each Lot Type within Neighborhood Improvement Area #1.

Table D-C.1
Original Assessment Allocation – NIA #1

Lot Size[1]	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	97	$33,920,027	$1,566,997	$137,959	$16,155	$1,422	$0.41
60 Ft	111	$46,411,431	$2,144,060	$188,764	$19,316	$1,701	$0.41
70 Ft	85	$43,748,565	$2,021,044	$177,933	$23,777	$2,093	$0.41
OAP	-	-	$57,900	$5,098	-	-	-
Total	**293**	**$124,080,023**	**$5,790,000**	**$509,753**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

Table D-C.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #1 Bonds for each Lot Type within Neighborhood Improvement Area #1.

Table D-C.2
Outstanding Assessment Allocation – NIA #1

Lot Size[1]	Units[2]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	93	$32,331,487	$1,356,648	$131,651	$14,588	$1,416	$0.41
60 Ft	106	$41,812,100	$1,754,459	$170,255	$17,545	$1,703	$0.41
70 Ft	85	$43,748,565	$1,835,715	$178,140	$21,597	$2,096	$0.41
OAP	-	-	$0	$0	-	-	-
Total	**278**	**$117,892,152**	**$4,946,822**	**$480,045**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.
[2]Assessments on five (5) 60 Ft Lots and two (2) 50 Ft Lots, one (1) 70 Ft Lot and the OAP have prepaid their Assessment in full, and one (1) 50 Ft lot of prepaid their Assessment partially.

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D) Allocation of Assessments to Lots within Neighborhood Improvement Area #2

Table D-D.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #2.

Table D-D.1
Original Assessment Allocation – NIA #2

Lot Size[1]	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment[2]	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	92	$30,360,000	$851,163	$71,679	$9,252	$779	$0.24
70 Ft	7	$3,010,000	$84,387	$7,107	$12,055	$1,015	$0.24
OAP	-	-	$9,450	$796	-	-	-
Total	**99**	**$33,370,000**	**$945,000**	**$79,582**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.
[2]Represents average Annual Installment for remaining years excluding actual amounts billed previously.

Table D-D.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #2.

Table D-D.2
Outstanding Assessment Allocation – NIA #2

Lot Size[1]	Units[2]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment[3]	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	90	$29,700,000	$733,843	$69,007	$7,998	$767	$0.23
70 Ft	7	$3,010,000	$74,373	$6,994	$10,422	$999	$0.23
OAP	-		$0	$0	-	-	-
Total	**97**	**$32,710,000**	**$808,216**	**$76,001**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.
[2]Assessments on (2) 50 Ft Lots and the OAP have prepaid their Assessment in full.
[3]Represents average Annual Installment for remaining years excluding actual amounts billed previously.

Table D-D.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #2 relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-D.1 and Neighborhood Improvement Area #2's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

Table D-D.3
Original Assessment Allocation (Combined) – NIA #2

Lot Size[1]	Units	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	92	$30,360,000	$1,279,838	$111,903	$13,911	$1,216	$0.37
70 Ft	7	$3,010,000	$126,888	$11,094	$18,127	$1,585	$0.37
OAP	-		$14,209	$1,242	-	-	-
Total	**99**	**$33,370,000**	**$1,420,935**	**$124,240**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.

Table D-D.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #2 relating to Neighborhood Improvement Area #2's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-D.2 and Neighborhood Improvement Area #2's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-D.4
Outstanding Assessment Allocation (Combined) – NIA #2

Lot Size[1]	Units[2]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	90	$29,700,000	$1,106,330	$107,404	$12,293	$1,193	$0.36
70 Ft	7	$3,010,000	$112,123	$10,885	$16,018	$1,555	$0.36
OAP	-	-	$0	$0	-	-	-
Total	**97**	**$32,710,000**	**$1,218,453**	**$118,289**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are typically 74 ft.
[2]Assessments on (2) 50 Ft Lots and the OAP have prepaid their Assessment in full.

E) Allocation of Assessments to Lots within Neighborhood Improvement Area #3

Table D-E.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #3.

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Table D-E.1
Original Assessment Allocation – NIA #3

Lot Size[1]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment[2]	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	80	$28,000,000	$911,315	$73,320	$11,391	$917	$0.26
60 Ft	94	$37,600,000	$1,223,766	$98,458	$13,019	$1,047	$0.26
70 Ft	8	$3,600,000	$117,169	$9,427	$14,646	$1,178	$0.26
OAP	-	-	$22,750	$1,830	-	-	-
Total	**182**	**$69,200,000**	**$2,275,000**	**$183,036**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.
[2]Represents average Annual Installment excluding first year amount paid from capitalized interest.

Table D-E.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds for each Lot Type within Neighborhood Improvement Area #3.

Table D-E.2
Outstanding Assessment Allocation – NIA #3

Lot Size[1]	Units/SF[2]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment[3]	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	80	$28,000,000	$862,478	$72,326	$10,781	$904	$0.26
60 Ft	93	$37,200,000	$1,145,863	$96,090	$12,321	$1,033	$0.26
70 Ft	8	$3,600,000	$110,890	$9,299	$13,861	$1,162	$0.26
OAP	-		$0	$0	-	-	-
Total	**181**	**$68,800,000**	**$2,119,231**	**$177,715**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.
[2]Assessments on (1) 60 Ft Lot and the OAP have prepaid their Assessment in full.
[3]Represents average Annual Installment excluding first year amount paid from capitalized interest.

Table D-E.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #3 relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-E.1 and Neighborhood Improvement Area #3's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-E.3
Original Assessment Allocation (Combined) – NIA #3

Lot Size[1]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	80	$28,000,000	$1,306,668	$110,417	$16,333	$1,380	$0.39
60 Ft	94	$37,600,000	$1,754,668	$148,274	$18,667	$1,577	$0.39
70 Ft	8	$3,600,000	$168,000	$14,196	$21,000	$1,775	$0.39
OAP	-	-	$32,620	$2,756	-	-	-
Total	**182**	**$69,200,000**	**$3,261,955**	**$275,644**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-E.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #3 relating to Neighborhood Improvement Area #3's portion of the Neighborhood Improvement Areas #2-3 Bonds as shown in Table D-E.2 and Neighborhood Improvement Area #3's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-E.4
Outstanding Assessment Allocation (Combined) – NIA #3

Lot Size[1]	Units/SF[2]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	80	$28,000,000	$1,213,643	$108,525	$15,171	$1,357	$0.39
60 Ft	93	$37,200,000	$1,612,412	$144,183	$17,338	$1,550	$0.39
70 Ft	8	$3,600,000	$156,040	$13,953	$19,505	$1,744	$0.39
OAP	-		$0	$0	-	-	-
Total	**181**	**$68,800,000**	**$2,982,095**	**$266,661**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.
[2]Assessments on (1) 60 Ft Lots and the OAP have prepaid their Assessment in full.

F) Allocation of Assessments to Lots within Neighborhood Improvement Area #4

Table D-F.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #4 Bonds for each Lot Type within Neighborhood Improvement Area #4.

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Table D-F.1
Original Assessment Allocation – NIA #4

Lot Size[1]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	156	$70,200,000	$2,783,628	$193,375	$17,844	$1,240	$0.28
60 Ft	100	$50,000,000	$1,982,641	$137,732	$19,826	$1,377	$0.28
70 Ft	20	$11,000,000	$436,181	$30,301	$21,809	$1,515	$0.28
OAP	-	-	$52,550	$3,651	-	-	-
Total	**276**	**$131,200,000**	**$5,255,000**	**$365,059**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-F.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #4 Bonds for each Lot Type within Neighborhood Improvement Area #4.

Table D-F.2
Outstanding Assessment Allocation – NIA #4

Lot Size[1]	Units/SF[2]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	156	$70,200,000	$2,692,668	$191,002	$17,261	$1,224	$0.27
60 Ft	100	$50,000,000	$1,917,854	$136,041	$19,179	$1,360	$0.27
70 Ft	20	$11,000,000	$421,928	$29,929	$21,096	$1,496	$0.27
OAP	-	-	$0	$0	-	-	-
Total	**276**	**$131,200,000**	**$5,032,450**	**$356,973**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.
[2]Assessments on the OAP have prepaid their Assessment in full.

Table D-F.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #4 relating to the Neighborhood Improvement Area #4 Bonds as shown in Table D-F.1 and Neighborhood Improvement Area #4's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-F.3
Original Assessment Allocation (Combined) – NIA #4

Lot Size[1]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	156	$70,200,000	$3,774,834	$286,383	$24,198	$1,836	$0.41
60 Ft	100	$50,000,000	$2,688,628	$203,976	$26,886	$2,040	$0.41
70 Ft	20	$11,000,000	$591,498	$44,875	$29,575	$2,244	$0.41
OAP	-		$71,262	$5,406	-	-	-
Total	**276**	**$131,200,000**	**$7,126,222**	**$540,640**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.

Table D-F.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #4 relating to the Neighborhood Improvement Area #4 Bonds as shown in Table D-F.2 and Neighborhood Improvement Area #4's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-F.4
Outstanding Assessment Allocation (Combined) – NIA #4

Lot Size[1]	Units/SF[2]	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	156	$70,200,000	$3,573,090	$281,758	$22,904	$1,806	$0.40
60 Ft	100	$50,000,000	$2,544,936	$200,683	$25,449	$2,007	$0.40
70 Ft	20	$11,000,000	$559,886	$44,150	$27,994	$2,208	$0.40
OAP	-	-	$0	$0	-	-	-
Total	**276**	**$131,200,000**	**$6,677,912**	**$526,591**			

Note: Estimates are based on information provided by the Master Developer as part of this SAP.
[1]70 ft lot size designation is based on a minimum front footage requirements of 70 ft. Actual lots sizes are anticipated to be 74 ft.
[2]Assessments on the OAP have prepaid their Assessment in full.

G) Allocation of Assessments to Lots within Neighborhood Improvement Area #5

Table D-G.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #5 Bonds for each Lot Type within Neighborhood Improvement Area #5.

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Table D-G.1
Original Assessment Allocation – NIA #5

Lot Size	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	139	$90,350,000	$4,031,611	$316,466	$29,004	$2,277	$0.35
60 Ft	68	$53,040,000	$2,366,759	$185,781	$34,805	$2,732	$0.35
OAP	-		$64,630	$5,073	-	-	-
Total	**207**	**$143,390,000**	**$6,463,000**	**$507,320**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-G.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #5 Bonds for each Lot Type within Neighborhood Improvement Area #5.

Table D-G.2
Outstanding Assessment Allocation – NIA #5

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	139	$90,350,000	$3,981,707	$316,470	$28,645	$2,277	$0.35
60 Ft	68	$53,040,000	$2,337,463	$185,784	$34,374	$2,732	$0.35
OAP	-	-	$63,830	$5,073	-	-	-
Total	**207**	**$143,390,000**	**$6,383,000**	**$507,327**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-G.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #5 relating to the Neighborhood Improvement Area #5 Bonds as shown in Table D-G.1 and Neighborhood Improvement Area #5's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-G.3
Original Assessment Allocation (Combined) – NIA #5

Lot Size[1]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	139	$90,350,000	$5,130,692	$419,595	$36,911	$3,019	$0.48
60 Ft	68	$53,040,000	$3,086,865	$253,351	$45,395	$3,726	$0.48
OAP	-	-	$83,006	$6,797	-	-	-
Total	**207**	**$143,390,000**	**$8,300,563**	**$679,743**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-G.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #5 relating to the Neighborhood Improvement Area #5 Bonds as shown in Table D-G.2 and Neighborhood Improvement Area #5's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-G.4
Outstanding Assessment Allocation (Combined) – NIA #5

Lot Size[1]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	139	$90,350,000	$5,114,843	$433,277	$36,797	$3,117	$0.50
60 Ft	68	$53,040,000	$3,002,671	$254,355	$44,157	$3,741	$0.48
OAP	-	-	$63,830	$5,073	-	-	-
Total	**207**	**$143,390,000**	**$8,181,344**	**$692,705**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

H) Allocation of Assessments to Lots within Neighborhood Improvement Area #6

Table D-H.1 sets forth the original Assessment per unit and estimated tax rate equivalent relating to the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation for each Lot Type within Neighborhood Improvement Area #6.

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Table D-H.1
Original Assessment Allocation – NIA #6

Lot Size	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	100	$65,000,000	$2,757,150	$250,789	$27,572	$2,508	$0.39
OAP	-	-	$27,850	$2,533	-	-	-
Total	**100**	**$65,000,000**	**$2,785,000**	**$253,323**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-H.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #6's portion of the Neighborhood Improvement Areas #6-7 Bonds for each Lot Type within Neighborhood Improvement Area #6.

Table D-H.2
Outstanding Assessment Allocation – NIA #6

Lot Size(1)	Units/SF	Estimated Buildout Value	Total Outstanding Assessment[1]	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	100	$65,000,000	$2,757,150	$264,691	$27,572	$2,647	$0.41
OAP	-	-	$27,850	$2,674	-	-	-
Total	**100**	**$65,000,000**	**$2,785,000**	**$267,365**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.
[1]Updated to reflect the issuance of the Neighborhood Improvement Areas #6-7 Bonds anticipated to be issued in April 2024.

Table D-H.3 sets forth the combined original Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #6 relating to the Neighborhood Improvement Area #6 Reimbursement Agreement Obligation as shown in Table D-H.1 and Neighborhood Improvement Area #6's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-H.3
Original Assessment Allocation (Combined) – NIA #6

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	100	$65,000,000	$2,757,150	$336,907	$36,749	$3,369	$0.52
OAP	-	-	$27,850	$3,403	-	-	-
Total	**100**	**$65,000,000**	**$2,785,000**	**$340,310**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-H.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #6 relating to Neighborhood Improvement Area #6's portion of the Neighborhood Improvement Areas #6-7 Bonds as shown in Table D-H.2 and Neighborhood Improvement Area #6's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-H.4
Outstanding Assessment Allocation (Combined) – NIA #6

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment[1]	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50 Ft	100	$65,000,000	$3,572,356	$348,725	$35,724	$3,487	$0.54
OAP	-	-	$27,850	$2,674	-	-	-
Total	**100**	**$65,000,000**	**$3,600,206**	**$351,398**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.
[1]Updated to reflect the issuance of the Neighborhood Improvement Areas #6-7 Bonds anticipated to be issued in April 2024.

I) Allocation of Assessments to Lots within Neighborhood Improvement Area #7

Table D-I.1 sets forth the estimated Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #7's portion of the Neighborhood Improvement Areas #6-7 Bonds for each Lot Type within Neighborhood Improvement Area #7.

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Table D-I.1
Assessment Allocation – NIA #7

Lot Size	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50'	98	$63,700,000	$2,908,087	$248,178	$29,674	$2,532	$0.39
60'	15	$11,250,000	$513,595	$43,830	$34,240	$2,922	$0.39
70'	39	$31,200,000	$1,424,369	$121,556	$36,522	$3,117	$0.39
OAP	-	-	$48,950	$4,177	-	-	-
Total	**152**	**$106,150,000**	**$4,895,000**	**$417,742**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-I.2 sets forth the outstanding Assessment per unit and estimated tax rate equivalent relating to Neighborhood Improvement Area #7's portion of the Neighborhood Improvement Areas #6-7 Bonds for each Lot Type within Neighborhood Improvement Area #7.

Table D-I.2
Outstanding Assessment Allocation – NIA #7

Lot Size[(1)]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50'	98	$63,700,000	$2,908,087	$248,178	$29,674	$2,532	$0.39
60'	15	$11,250,000	$513,595	$43,830	$34,240	$2,922	$0.39
70'	39	$31,200,000	$1,424,369	$121,556	$36,522	$3,117	$0.39
OAP	-	-	$48,950	$4,177	-	-	-
Total	**152**	**$106,150,000**	**$4,895,000**	**$417,742**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-I.3 sets forth the combined estimated Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #7 relating to Neighborhood Improvement Area #7's portion of the Neighborhood Improvement Areas #6-7 Bonds as shown in Table D-I.1 and Neighborhood Improvement Area #7's portion of the Major Improvement Area Bonds as shown in Table D-B.1.

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Table D-I.3
Assessment Allocation (Combined) – NIA #7

Lot Size[1]	Units/SF	Estimated Buildout Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50'	98	$63,700,000	$3,709,638	$330,803	$37,853	$3,376	$0.52
60'	15	$11,250,000	$655,156	$58,423	$43,677	$3,895	$0.52
70'	39	$31,200,000	$1,816,966	$162,026	$46,589	$4,155	$0.52
OAP	-		$48,950	$4,177	-	-	-
Total	**152**	**$106,150,000**	**$6,230,710**	**$555,430**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

Table D-I.4 sets forth the combined outstanding Assessment per unit and estimated tax rate equivalent for each Lot Type within Neighborhood Improvement Area #7 relating to Neighborhood Improvement Area #7's portion of the Neighborhood Improvement Areas #6-7 Bonds as shown in Table D-I.2 and Neighborhood Improvement Area #7's portion of the Major Improvement Area Bonds as shown in Table D-B.2.

Table D-I.4
Outstanding Assessment Allocation (Combined) – NIA #7

Lot Size[1]	Units/SF	Estimated Buildout Value	Total Outstanding Assessment	Average Outstanding Annual Installment	Outstanding Assessment Per Unit/SF	Average Outstanding Annual Installment Per Unit/SF	Equivalent Tax Rate (Per $100/AV)
50'	98	$63,700,000	$3,709,638	$330,803	$37,853	$3,376	$0.52
60'	15	$11,250,000	$655,156	$58,423	$43,677	$3,895	$0.52
70'	39	$31,200,000	$1,816,966	$162,026	$46,589	$4,155	$0.52
OAP	-		$48,950	$4,177	-	-	-
Total	**152**	**$106,150,000**	**$6,230,710**	**$555,430**			

Note: Estimates are based on information provided by the Neighborhood Improvement Areas #5-7 Developer and Neighborhood Improvement Areas #5-7 Fee Developer as part of this SAP.

APPENDIX E
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix E
Major Improvement Area Assessment Roll

Parcel Assessment	All Parcels
	$8,040,000

Year [1]	Principal	Interest	CCMI[2]	Administrative Expenses[3]	Prepayment Reserve and Delinquency Reserve	Capitalized Interest/Other Credits	Total Annual Installment[4]
9/1/2016	$0	$417,075	$0	$30,000	$0	($417,075)	$30,000
9/1/2017	$0	$603,000	$50,199	$30,600	$68,005	($603,000)	$148,804
9/1/2018	$80,000	$603,000	$95,348	$29,067	$40,200	($20,336)	$827,279
9/1/2019	$85,000	$597,000	$114,986	$23,836	$39,800	($14,849)	$845,773
9/1/2020	$95,000	$590,625	$133,381	$28,600	$39,375	($174,381)	$712,600
9/1/2021	$112,818	$583,500	$0	$32,000	$38,900	($55,614)	$711,604
9/1/2022	$188,010	$576,000	$0	$32,000	$38,368	($4,650)	$829,728
9/1/2023	$115,000	$568,125	$0	$34,400	$37,811	$0	$755,336
9/1/2024	$125,000	$552,313	$0	$35,150	$36,821	$0	$749,284
9/1/2025	$135,000	$542,938	$0	$35,853	$36,196	$0	$749,987
9/1/2026	$145,000	$532,813	$0	$36,570	$35,521	$0	$749,904
9/1/2027	$155,000	$521,938	$0	$37,301	$34,796	$0	$749,035
9/1/2028	$195,000	$510,313	$0	$38,047	$34,021	$0	$777,381
9/1/2029	$215,000	$495,688	$0	$38,808	$33,046	$0	$782,542
9/1/2030	$230,000	$479,563	$0	$39,584	$0	$0	$749,147
9/1/2031	$245,000	$462,313	$0	$40,376	$0	$0	$747,689
9/1/2032	$265,000	$443,938	$0	$41,184	$0	$0	$750,121
9/1/2033	$280,000	$424,063	$0	$42,007	$0	$0	$746,070
9/1/2034	$300,000	$403,063	$0	$42,847	$0	$0	$745,910
9/1/2035	$325,000	$380,563	$0	$43,704	$0	$0	$749,267
9/1/2036	$345,000	$356,188	$0	$44,578	$0	$0	$745,766
9/1/2037	$370,000	$330,313	$0	$45,470	$0	$0	$745,783
9/1/2038	$400,000	$302,563	$0	$46,379	$0	$0	$748,942
9/1/2039	$425,000	$272,563	$0	$47,307	$0	$0	$744,870
9/1/2040	$460,000	$240,688	$0	$48,253	$0	$0	$748,941
9/1/2041	$490,000	$206,188	$0	$49,218	$0	$0	$745,406
9/1/2042	$530,000	$169,438	$0	$50,203	$0	$0	$749,640
9/1/2043	$565,000	$129,688	$0	$51,207	$0	$0	$745,894
9/1/2044	$610,000	$87,313	$0	$52,231	$0	$0	$749,544
9/1/2045	$554,172	$41,563	$0	$53,275	$0	$0	$649,010
Total	**$8,040,000**	**$12,424,334**	**$393,914**	**$1,200,056**	**$512,859**	**($1,289,905)**	**$21,281,259**

1 – The 9/1/XX dates represent the assessment (bond) year end for the Major Improvement Area Bonds.

2 – Represents principal and interest on the City Contributed Major Improvements. The CCMI requirements were met, and payment concluded in 2019.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

4 - Annual Installments are calculated using a 7.50% interest rate on the Major Improvement Area Bonds plus the Additional Interest plus Administrative Expenses.

MIA Assessment Roll Summary 2023-24

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2841445		4.05%	$298,542	$5,067.47	$21,531.23	$1,424.97	$1,492.71	$29,516.38
2841443		1.06%	$77,971	$1,323.49	$5,623.39	$372.17	$389.86	$7,708.91
2726990		8.87%	$653,219	$11,087.79	$47,111.07	$3,117.89	$3,266.10	$64,582.84
2843033		20.86%	$1,536,086	$26,073.63	$110,784.63	$7,331.91	$7,680.43	$151,870.60
2783001	HOA	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2782900	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782901	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782902	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782903	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782904	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782905	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782906	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782907	50'	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2782908	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782909	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782910	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782911	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782912	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782913	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782914	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782915	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2782916	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782917	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782918	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782919	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782920	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782921	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782922	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782923	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782924	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782925	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782926	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782927	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782928	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782929	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782930	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782931	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782932	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782933	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782934	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782935	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782936	50'	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2782937	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782938	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782939	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782940	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782941	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782942	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782943	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782944	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782945	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782946	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782947	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782949	70'	0.07%	$5,486	$93.12	$395.66	$26.19	$27.43	$542.39
2782950	70'	0.07%	$5,486	$93.12	$395.66	$26.19	$27.43	$542.39
2782951	70'	0.07%	$5,486	$93.12	$395.66	$26.19	$27.43	$542.39
2782952	70'	0.07%	$5,486	$93.12	$395.66	$26.19	$27.43	$542.39
2782953	70'	0.07%	$5,486	$93.12	$395.66	$26.19	$27.43	$542.39
2782954	70'	0.07%	$5,486	$93.12	$395.66	$26.19	$27.43	$542.39
2782955	70'	0.07%	$5,486	$93.12	$395.66	$26.19	$27.43	$542.39
2782956	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782957	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782958	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782959	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782960	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782961	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782962	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782963	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782964	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782965	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782966	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782967	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782968	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782969	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782970	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782971	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782972	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782973	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2782974	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782975	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782976	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782977	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782978	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782979	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782980	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782981	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782982	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782983	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782984	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782985	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782986	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782987	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782988	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782989	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782990	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782991	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782992	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782993	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782994	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782995	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782996	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782997	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782998	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2782999	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2783000	50'	0.06%	$4,210	$71.46	$303.65	$20.10	$21.05	$416.26
2783001	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783002	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783003	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783004	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783005	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783006	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826380	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826382	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826383	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826384	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826385	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826386	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826387	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826388	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826389	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826390	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826391	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826392	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826393	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826394	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826395	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826396	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826397	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826398	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826399	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826400	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826401	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826402	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826403	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826404	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826405	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826406	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826407	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826410	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826411	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826412	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826413	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826414	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826415	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826416	60'	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2826417	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826418	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826419	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826420	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826421	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826422	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826423	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826424	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826425	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826426	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826427	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826428	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826429	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826430	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826431	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826433	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826434	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826435	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826436	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826437	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826438	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826439	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826440	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826441	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826442	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826443	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826444	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826445	70'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2826446	70'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2826447	70'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2826448	70'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2826449	70'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2826450	70'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2826451	70'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2826452	70'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2826453	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826454	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826455	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826456	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826457	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826458	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826459	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826460	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826461	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826462	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826463	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826464	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826465	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826466	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826467	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826468	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826469	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826470	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826471	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826472	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826473	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826474	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826475	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826476	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826477	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826478	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826479	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826480	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826481	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826482	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826483	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826484	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826485	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826486	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826487	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826488	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826492	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826493	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826494	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826495	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826498	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826499	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826500	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826501	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826502	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826503	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826504	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826505	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826506	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826507	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826508	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826509	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826510	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826511	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826512	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826513	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826514	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826515	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826516	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826517	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826518	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826519	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826520	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826521	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826522	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826523	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826524	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826525	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826526	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826527	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826528	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826529	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826530	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826531	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826532	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826533	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826534	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826535	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826536	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826537	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826538	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826539	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826540	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826541	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826542	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826543	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826544	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826545	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826546	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826547	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826548	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826549	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826550	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826551	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826552	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826553	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826555	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826556	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826557	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826558	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826559	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826560	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826561	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826562	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826563	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826564	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826565	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826566	60'	0.07%	$5,103	$86.62	$368.06	$24.36	$25.52	$504.55
2826568	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826569	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826570	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826572	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826573	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826574	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826575	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826576	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826577	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826578	50'	0.06%	$4,465	$75.80	$322.05	$21.31	$22.33	$441.48
2826579	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2853232	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853234	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853235	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853236	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853237	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853238	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853239	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853240	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853241	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853242	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853243	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853244	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853245	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853246	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853247	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853248	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853249	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853250	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853251	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853252	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853253	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853254	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2853255	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853256	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2853257	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853259	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853260	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853261	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853262	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853263	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853264	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853265	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853266	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853267	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853268	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853269	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853270	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853271	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853272	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853273	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853274	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853275	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853276	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853277	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853278	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853279	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853280	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853281	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853282	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853283	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853284	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853285	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853286	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853287	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853288	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853289	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853290	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853291	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853292	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853293	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853294	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853295	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853296	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853297	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853298	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853299	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853300	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853301	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853302	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853303	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853304	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853305	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853306	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853307	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853308	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853309	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853310	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853311	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853312	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853313	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853314	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853315	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853316	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853317	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853318	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853319	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853320	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853321	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853322	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853323	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853324	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853325	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853326	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853327	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853328	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853329	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853330	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853331	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853332	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853333	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853334	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853335	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853336	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2853337	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853338	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853339	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853340	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853341	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853342	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853343	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853344	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853345	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853346	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853347	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853348	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853349	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853350	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853351	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853352	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853353	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853354	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853355	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853356	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853357	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853358	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853359	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853360	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853361	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853362	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853363	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853364	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853365	70'	0.10%	$7,017	$119.11	$506.08	$33.49	$35.09	$693.76
2853366	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853367	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853368	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853369	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853370	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853371	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853372	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853373	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853374	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853375	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853376	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853377	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2853378	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2853379	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853380	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853381	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853382	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853383	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853384	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853385	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853386	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853387	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853388	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853389	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853390	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853391	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853392	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853393	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853394	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853395	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853396	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853397	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853398	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853399	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853400	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853401	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853402	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853403	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853404	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853405	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853406	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853407	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853408	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853409	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853410	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853411	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853412	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853413	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853414	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853415	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853416	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853417	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2853418	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853419	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853420	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853421	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853422	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853423	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853424	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853425	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853426	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853427	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853428	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853429	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853430	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853431	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853432	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853433	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853434	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853435	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853436	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853437	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853438	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853439	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853440	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853441	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853442	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853443	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853444	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853445	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853446	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853447	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853448	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853449	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853450	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853451	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853452	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853453	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853454	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853455	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853456	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853457	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853458	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853459	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853460	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853461	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853462	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853463	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853464	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853465	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853466	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853467	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853468	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853469	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853470	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853471	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853472	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853473	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853474	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853475	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853476	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853477	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853478	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853479	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853480	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853481	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853482	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853483	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853484	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853485	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853486	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853487	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853488	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853489	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853490	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853491	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853492	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853493	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853494	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853495	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853496	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853497	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853498	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2853499	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853500	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853501	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853502	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853503	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853504	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853505	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853506	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853507	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853508	60'	0.09%	$6,379	$108.28	$460.07	$30.45	$31.90	$630.69
2853509	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853510	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853511	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853512	50'	0.08%	$5,741	$97.45	$414.06	$27.40	$28.71	$567.62
2853513	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2853514	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867237	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867238	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867239	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867240	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867241	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867242	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867243	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867244	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867245	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867246	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867247	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867248	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867249	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867250	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867251	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867252	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867253	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867254	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867255	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867256	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867257	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867258	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867259	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867260	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867261	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867262	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867263	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867264	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867265	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867266	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867267	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867268	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867269	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867270	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867271	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867272	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867273	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867274	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867275	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867276	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867277	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867278	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867279	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867280	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867281	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867282	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867283	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867284	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867285	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867286	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867287	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867288	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867289	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867290	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867291	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867292	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867293	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867294	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867295	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867296	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867297	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867298	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867299	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867300	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867301	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2867302	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867303	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867304	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867305	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867306	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867307	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867308	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867309	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867310	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867311	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867312	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867313	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867314	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867315	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867316	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867317	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867318	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867319	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867320	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867321	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867322	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867323	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867324	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867325	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867326	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867327	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867328	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867329	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867330	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867331	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867332	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867333	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867334	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867335	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867336	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867337	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867338	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867339	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867340	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867341	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867342	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867343	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867344	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867345	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867346	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867347	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867348	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867349	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867350	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867351	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867352	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867353	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867354	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867355	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867356	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867357	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867358	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867359	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867360	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867361	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867362	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867363	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867364	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867365	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867366	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867367	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867368	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867369	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867370	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867371	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867372	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867373	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867374	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867375	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867376	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867377	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867378	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867379	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867380	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867381	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867382	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90

Parcel	Lot Type	Special Assessments	MIA Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2867383	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867384	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867385	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867386	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867387	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867388	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867389	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867390	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867391	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867392	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867393	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867394	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867395	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867396	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867397	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867398	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867399	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867400	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867401	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867402	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867403	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867404	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867405	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867406	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867407	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867408	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867409	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867410	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867411	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867412	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867413	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867414	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867415	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867416	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867417	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867418	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867419	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867420	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867421	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867422	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867423	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867424	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867425	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867426	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867427	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867428	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867429	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867430	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867431	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867432	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867433	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867434	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867435	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867436	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867437	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867438	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867439	50'	0.11%	$8,293	$140.76	$598.09	$39.58	$41.46	$819.90
2867440	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867441	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867442	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867443	60'	0.14%	$9,951	$168.92	$717.71	$47.50	$49.76	$983.88
2867444	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867445	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867446	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867447	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867448	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867449	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867451	Open	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**100.00%**	**$7,364,172**	**$125,000**	**$531,114**	**$35,150**	**$36,821**	**$728,085**

APPENDIX F
NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix F
Neighborhood Improvement Area #1 Assessment Roll

Parcel	**All Parcels**
Units	**293**
Assessment	**$5,790,000**

Year[1]	Principal	Interest	CCMI[2]	Administrative Expenses[3]	Prepayment Reserve and Delinquency Reserve	Capitalized Interest/Other Credits	Total Annual Installment[4]
9/1/2016	$0	$250,297	$0	$0	$0	($250,297)	$0
9/1/2017	$0	$361,875	$14,994	$30,600	$68,005	($106,951)	$368,523
9/1/2018	$91,436	$361,875	$29,229	$20,933	$40,200	$0	$543,673
9/1/2019	$135,092	$357,188	$35,250	$31,836	$39,800	$0	$599,166
9/1/2020	$142,552	$352,188	$40,356	$31,600	$39,375	($24,000)	$582,071
9/1/2021	$98,393	$342,969	$0	$36,000	$38,900	($33,695)	$482,567
9/1/2022	$170,705	$332,500	$0	$36,000	$38,368	($2,984)	$574,589
9/1/2023	$100,000	$325,625	$0	$34,400	$37,811	$0	$497,836
9/1/2024	$105,000	$315,739	$0	$35,150	$36,821	$0	$492,709
9/1/2025	$110,000	$309,176	$0	$35,853	$36,196	$0	$491,225
9/1/2026	$115,000	$302,301	$0	$36,570	$35,521	$0	$489,392
9/1/2027	$120,000	$295,114	$0	$37,301	$34,796	$0	$487,211
9/1/2028	$155,000	$287,614	$0	$38,047	$34,021	$0	$514,682
9/1/2029	$160,000	$277,926	$0	$38,808	$33,046	$0	$509,780
9/1/2030	$170,000	$267,926	$0	$39,584	$0	$0	$477,511
9/1/2031	$180,000	$257,301	$0	$40,376	$0	$0	$477,677
9/1/2032	$190,000	$246,051	$0	$41,184	$0	$0	$477,235
9/1/2033	$205,000	$234,176	$0	$42,007	$0	$0	$481,184
9/1/2034	$215,000	$221,364	$0	$42,847	$0	$0	$479,211
9/1/2035	$230,000	$207,926	$0	$43,704	$0	$0	$481,631
9/1/2036	$245,000	$193,551	$0	$44,578	$0	$0	$483,130
9/1/2037	$260,000	$178,239	$0	$45,470	$0	$0	$483,709
9/1/2038	$275,000	$161,989	$0	$46,379	$0	$0	$483,368
9/1/2039	$290,000	$144,801	$0	$47,307	$0	$0	$482,108
9/1/2040	$305,000	$126,676	$0	$48,253	$0	$0	$479,929
9/1/2041	$325,000	$107,614	$0	$49,218	$0	$0	$481,832
9/1/2042	$340,000	$87,301	$0	$50,203	$0	$0	$477,504
9/1/2043	$360,000	$66,051	$0	$51,207	$0	$0	$477,258
9/1/2044	$385,000	$43,551	$0	$52,231	$0	$0	$480,782
9/1/2045	$311,822	$19,489	$0	$53,275	$0	$0	$384,586
	$5,790,000	**$7,036,396**	**$119,829**	**$1,180,922**	**$512,859**	**($417,927)**	**$14,222,079**

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Area #1 Bonds.

2 – Represents principal and interest on the City Contributed Major Improvements. The CCMI requirements were met and payment concluded in 2019.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

4 - Annual Installments are calculated using a 6.250% interest rate on the Neighborhood Improvement Area #1 Bonds plus the Additional Interest plus Administrative Expenses.

5 – Principal payment in 2021 includes prepayments and redemptions.

NIA #1 Assessment Roll Summary 2023-24

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	Annual Installment
2753749	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753750	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753751	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753752	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753753	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753754	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753755	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753756	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753757	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753758	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753759	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753760	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753761	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753762	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753763	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753764	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753765	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753766	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753767	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753768	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753769	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753770	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753771	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753772	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753773	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753774	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753775	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753776	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753777	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753778	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753779	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753780	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753781	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753782	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753783	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753784	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753785	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753786	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753787	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753788	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753789	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753790	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753791	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753792	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753793	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753794	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753795	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753796	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753797	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753798	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753799	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753800	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753801	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753802	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753803	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753804	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753805	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753806	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753807	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753808	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753809	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753810	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753811	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753812	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753813	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753814	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753815	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753816	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	Annual Installment
2753817	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753818	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753819	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753820	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753821	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753822	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2782506	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2782509	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2782510	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2782511	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753827	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753828	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753829	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753830	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753831	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753832	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753833	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753834	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753835	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
2753836	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753837	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753838	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753839	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
2753840	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753841	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753842	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
2753843	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753844	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753845	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753846	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753847	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753848	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753849	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753850	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753851	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753852	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753853	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753854	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753855	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753856	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2753857	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753858	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753859	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753860	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753861	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753862	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753863	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753864	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753865	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753866	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753867	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753868	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753869	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753870	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753871	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753872	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753873	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753874	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753875	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753876	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753877	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753878	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753879	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753880	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753881	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753882	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753883	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753884	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753885	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753886	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753887	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	Annual Installment
2753888	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753889	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753890	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753891	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753892	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753893	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753894	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753895	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753896	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753897	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753898	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753899	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753900	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753901	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753902	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753903	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753904	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753907	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753908	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753909	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753910	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753911	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753912	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753913	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753914	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
2753915	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753916	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753917	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753918	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753919	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753920	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753921	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753922	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753923	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753924	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753925	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753926	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753927	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753928	50'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
2753929	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753930	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753931	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753932	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753933	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753934	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753936	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753937	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753938	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753939	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753940	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753941	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753942	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753943	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753944	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753945	50'	0.14%	$7,113	$147.85	$425.95	$49.49	$35.57	$658.86
2753946	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753947	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753948	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753949	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753950	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753951	60'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
2753953	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753954	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753955	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753956	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753957	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753958	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753959	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753960	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753961	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753962	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	Annual Installment
2753963	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753964	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753965	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753966	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753967	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753968	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753969	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753970	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753971	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753972	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753973	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753974	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753975	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753977	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753978	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753979	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753980	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753981	50'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
2753982	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753983	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753984	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753985	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753986	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753987	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753990	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753991	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753992	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753993	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753994	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753995	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753996	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753997	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2753998	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2753999	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754000	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754003	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754004	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754005	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754006	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754007	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754008	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754009	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754010	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754014	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754015	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754016	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754017	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754018	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754019	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754021	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754022	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754023	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754025	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754026	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754027	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754028	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754029	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754030	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754031	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754032	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754033	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754034	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754035	60'	0.35%	$17,515	$364.05	$1,048.82	$121.87	$87.58	$1,622.32
2754036	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754037	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754038	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754039	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754040	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754041	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754042	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754043	70'	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid

Parcel	Lot Type	Percentage of Special Assessments	NIA #1 Outstanding Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Delinquency Reserve	Annual Installment
2754044	70'	0.43%	$21,561	$448.13	$1,291.06	$150.02	$107.80	$1,997.01
2754045	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754046	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754047	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754048	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754049	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754050	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754051	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754058	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754059	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2754216	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754217	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754218	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754219	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754220	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754221	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754222	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754223	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754224	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754225	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754226	50'	0.29%	$14,649	$304.47	$877.17	$101.92	$73.24	$1,356.81
2754052	HOA	0.00%	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
Total		**100.00%**	**$5,051,822**	**$105,000.00**	**$302,504.46**	**$35,150.00**	**$25,259.11**	**$467,913.57**

APPENDIX G
NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix G
Neighborhood Improvement Area #2 Assessment Roll

Parcel	**All Parcels**
Units	**99**
Assessment	**$945,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment[3]
91/2020	$25,000	$54,322	$13,337	$0	$0	$92,659
9/1/2021	$43,014	$52,900	$21,000	$0	$0	$71,704
9/1/2022[4]	$28,770	$33,174	$15,000	$4,385	$0	$81,329
9/1/2023	$20,000	$32,670	$15,600	$4,285	$0	$72,555
9/1/2024	$20,000	$31,826	$15,929	$4,141	$0	$71,896
9/1/2025	$20,000	$31,285	$15,918	$4,041	$0	$71,244
9/1/2026	$20,000	$30,785	$16,236	$3,941	$0	$70,962
9/1/2027	$20,000	$30,160	$16,561	$3,841	$0	$70,562
9/1/2028	$15,000	$29,535	$16,892	$3,741	$0	$65,168
9/1/2029	$15,000	$29,066	$17,230	$3,666	$0	$64,963
9/1/2030	$15,000	$28,597	$17,575	$3,591	$0	$64,763
9/1/2031	$20,000	$28,129	$17,926	$3,516	$0	$69,571
9/1/2032	$20,000	$27,329	$18,285	$3,416	$0	$69,030
9/1/2033	$20,000	$26,529	$18,651	$3,316	$0	$68,495
9/1/2034	$20,000	$25,729	$19,024	$0	$0	$64,752
9/1/2035	$20,000	$24,929	$19,404	$0	$0	$64,333
9/1/2036	$20,000	$24,129	$19,792	$0	$0	$63,921
9/1/2037	$20,000	$23,329	$20,188	$0	$0	$63,517
9/1/2038	$20,000	$22,529	$20,592	$0	$0	$63,120
9/1/2039	$25,000	$21,729	$21,004	$0	$0	$67,732
9/1/2040	$25,000	$20,729	$21,424	$0	$0	$67,152
9/1/2041	$25,000	$19,729	$21,852	$0	$0	$66,581
9/1/2042	$25,000	$18,729	$22,289	$0	$0	$66,018
9/1/2043	$25,000	$17,729	$22,735	$0	$0	$65,464
9/1/2044	$25,000	$16,729	$23,190	$0	$0	$64,918
9/1/2045	$30,000	$15,729	$23,653	$0	$0	$69,382
9/1/2046	$90,000	$14,529	$24,127	$0	$0	$128,655
9/1/2047	$95,000	$10,929	$24,609	$0	$0	$130,538
9/1/2048	$100,000	$7,129	$25,101	$0	$0	$132,230
9/1/2049	$78,216	$3,129	$25,603	$0	$0	$106,948
Total	**$945,000**	**$753,764**	**$590,728**	**$45,881**	**$0**	**$2,290,163**

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Areas #2-3 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using a 2.50% interest rate for years 2021-2025, 3.125% interest rate for years 2026-2030, and 4.0% thereafter on the Neighborhood Improvement Areas #2-3 Bonds plus the Additional Interest plus Administrative Expenses.

4 – Principal payment in 2022 includes prepayments and redemptions.

NIA #2 Assessment Roll Summary 2023-24

Parcel	Lot Type	Percentage of Special Assessments	NIA #2 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2782900	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782901	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782902	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782903	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782904	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782905	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782906	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782907	50'	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2782908	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782909	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782910	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782911	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782912	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782913	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782914	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782915	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2782916	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782917	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782918	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782919	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782920	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782921	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782922	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782923	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782924	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782925	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782926	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782927	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782928	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782929	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782930	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782931	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782932	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782933	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782934	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782935	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782936	50'	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2782937	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782938	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782939	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782940	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782941	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782942	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782943	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782944	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782945	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782946	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782947	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782949	70'	1.31%	$10,888	$262.92	$394.57	$208.37	$54.44	$920.30
2782950	70'	1.31%	$10,888	$262.92	$394.57	$208.37	$54.44	$920.30
2782951	70'	1.31%	$10,888	$262.92	$394.57	$208.37	$54.44	$920.30
2782952	70'	1.31%	$10,888	$262.92	$394.57	$208.37	$54.44	$920.30
2782953	70'	1.31%	$10,888	$262.92	$394.57	$208.37	$54.44	$920.30
2782954	70'	1.31%	$10,888	$262.92	$394.57	$208.37	$54.44	$920.30
2782955	70'	1.31%	$10,888	$262.92	$394.57	$208.37	$54.44	$920.30
2782956	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782957	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782958	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782959	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782960	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782961	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782962	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782963	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782964	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782965	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782966	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27

Parcel	Lot Type	Percentage of Special Assessments	NIA #2 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2782967	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782968	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782969	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782970	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782971	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782972	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782973	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782974	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782975	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782976	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782977	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782978	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782979	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782980	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782981	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782982	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782983	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782984	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782985	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782986	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782987	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782988	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782989	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782990	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782991	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782992	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782993	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782994	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782995	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782996	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782997	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782998	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2782999	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2783000	50'	1.01%	$8,356	$201.77	$302.81	$159.91	$41.78	$706.27
2783001	HOA	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783002	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783003	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783004	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783005	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2783006	Common	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**100.00%**	**$828,216**	**$20,000.00**	**$30,015.15**	**$15,850.56**	**$4,141.08**	**$70,006.78**

APPENDIX H
NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Appendix H
Neighborhood Improvement Area #3 Assessment Roll

Parcel	**All Parcels**
Units	**182**
Assessment	**$2,275,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment[3]
9/1/2021	$0	$79,814	$0	$0	($79,814)	$0
9/1/2022	$53,019	$86,806	$22,000	$11,375	$0	$173,200
9/1/2023	$62,750	$85,806	$26,000	$11,175	$0	$185,731
9/1/2024	$40,000	$83,424	$26,481	$10,796	$0	$160,701
9/1/2025	$40,000	$82,375	$26,530	$10,596	$0	$159,502
9/1/2026	$40,000	$81,375	$27,061	$10,396	$0	$158,832
9/1/2027	$45,000	$80,125	$27,602	$10,196	$0	$162,924
9/1/2028	$40,000	$78,719	$28,154	$9,971	$0	$156,844
9/1/2029	$40,000	$77,469	$28,717	$9,771	$0	$155,958
9/1/2030	$40,000	$76,219	$29,291	$9,571	$0	$155,082
9/1/2031	$40,000	$74,969	$29,877	$9,371	$0	$154,218
9/1/2032	$45,000	$73,369	$30,475	$9,171	$0	$158,015
9/1/2033	$45,000	$71,569	$31,084	$8,946	$0	$156,600
9/1/2034	$45,000	$69,769	$31,706	$0	$0	$146,475
9/1/2035	$50,000	$67,969	$32,340	$0	$0	$150,309
9/1/2036	$50,000	$65,969	$32,987	$0	$0	$148,956
9/1/2037	$50,000	$63,969	$33,647	$0	$0	$147,616
9/1/2038	$55,000	$61,969	$34,320	$0	$0	$151,289
9/1/2039	$55,000	$59,769	$35,006	$0	$0	$149,775
9/1/2040	$60,000	$57,569	$35,706	$0	$0	$153,275
9/1/2041	$60,000	$55,169	$36,420	$0	$0	$151,590
9/1/2042	$65,000	$52,769	$37,149	$0	$0	$154,918
9/1/2043	$65,000	$50,169	$37,892	$0	$0	$153,061
9/1/2044	$70,000	$47,569	$38,649	$0	$0	$156,219
9/1/2045	$70,000	$44,769	$39,422	$0	$0	$154,192
9/1/2046	$200,000	$41,969	$40,211	$0	$0	$282,180
9/1/2047	$210,000	$33,969	$41,015	$0	$0	$284,984
9/1/2048	$215,000	$25,569	$41,835	$0	$0	$282,405
9/1/2049	$225,000	$16,969	$42,672	$0	$0	$284,641
9/1/2050	$199,231	$7,969	$43,526	$0	$0	$250,726
Total	**$2,275,000**	**$1,855,919**	**$967,777**	**$121,336**	**($79,814)**	**$5,140,218**

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Areas #2-3 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using a 2.50% interest rate for years 2021-2025, 3.125% interest rate for years 2026-2030, and 4.0% thereafter on the Neighborhood Improvement Areas #2-3 Bonds plus the Additional Interest plus Administrative Expenses.

NIA #3 Assessment Roll Summary 2023-24

Parcel	Lot Type	Percentage of Special Assessments	NIA #3 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826380	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826382	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826383	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826384	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826385	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826386	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826387	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826388	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826389	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826390	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826391	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826392	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826393	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826394	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826395	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826396	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826397	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826398	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826399	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826400	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826401	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826402	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826403	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826404	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826405	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826406	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826407	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826410	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826411	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826412	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826413	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826414	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826415	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826416	60'	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2826417	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826418	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826419	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826420	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826421	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826422	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826423	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826424	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826425	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826426	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826427	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826428	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826429	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826430	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826431	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826433	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826434	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826435	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826436	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826437	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826438	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826439	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826440	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826441	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826442	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826443	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826444	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826445	70'	0.65%	$14,123	$261.63	$514.76	$173.82	$70.61	$1,020.82
2826446	70'	0.65%	$14,123	$261.63	$514.76	$173.82	$70.61	$1,020.82
2826447	70'	0.65%	$14,123	$261.63	$514.76	$173.82	$70.61	$1,020.82
2826448	70'	0.65%	$14,123	$261.63	$514.76	$173.82	$70.61	$1,020.82
2826449	70'	0.65%	$14,123	$261.63	$514.76	$173.82	$70.61	$1,020.82

Parcel	Lot Type	Percentage of Special Assessments	NIA #3 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826450	70'	0.65%	$14,123	$261.63	$514.76	$173.82	$70.61	$1,020.82
2826451	70'	0.65%	$14,123	$261.63	$514.76	$173.82	$70.61	$1,020.82
2826452	70'	0.65%	$14,123	$261.63	$514.76	$173.82	$70.61	$1,020.82
2826453	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826454	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826455	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826456	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826457	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826458	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826459	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826460	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826461	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826462	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826463	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826464	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826465	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826466	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826467	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826468	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826469	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826470	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826471	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826472	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826473	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826474	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826475	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826476	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826477	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826478	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826479	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826480	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826481	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826482	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826483	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826484	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826485	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826486	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826487	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826488	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826492	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826493	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826494	HOA	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2826495	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2826498	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826499	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826500	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826501	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826502	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826503	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826504	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826505	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826506	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826507	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826508	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826509	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826510	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826511	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826512	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826513	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826514	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826515	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826516	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826517	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826518	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826519	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826520	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826521	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826522	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826523	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97

Parcel	Lot Type	Percentage of Special Assessments	NIA #3 Share of the NIA #2-3 Bonds	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Excess Interest for Prepayment Reserve and Deliquency Reserve	Annual Installment
2826524	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826525	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826526	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826527	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826528	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826529	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826530	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826531	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826532	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826533	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826534	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826535	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826536	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826537	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826538	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826539	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826540	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826541	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826542	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826543	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826544	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826545	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826546	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826547	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826548	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826549	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826550	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826551	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826552	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826553	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826555	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826556	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826557	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826558	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826559	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826560	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826561	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826562	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826563	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826564	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826565	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826566	60'	0.58%	$12,554	$232.56	$457.56	$154.51	$62.77	$907.40
2826568	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826569	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826570	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826572	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826573	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826574	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826575	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826576	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826577	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826578	50'	0.51%	$10,984	$203.49	$400.37	$135.20	$54.92	$793.97
2826579	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**100.00%**	**$2,159,231**	**$40,000.00**	**$78,700.64**	**$26,575.72**	**$10,796.16**	**$156,072.52**

APPENDIX I
NEIGHBORHOOD IMPROVEMENT AREA #4 ASSESSMENT ROLL

Appendix I
Neighborhood Improvement Area #4 Assessment Roll

Parcel	**All Parcels**
Units	**276**
Assessment	**$5,255,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment[3]
9/1/2022	$52,550	$166,580	$0	$0	($166,580)	$52,550
9/1/2023	$84,000	$190,106	$25,500	$26,275	$0	$325,881
9/1/2024	$86,000	$188,006	$26,010	$25,592	$0	$325,608
9/1/2025	$88,000	$185,856	$26,530	$25,162	$0	$325,548
9/1/2026	$90,000	$183,656	$27,061	$24,722	$0	$325,439
9/1/2027	$92,000	$181,406	$27,602	$24,272	$0	$325,280
9/1/2028	$95,000	$178,646	$28,154	$23,812	$0	$325,612
9/1/2029	$98,000	$175,796	$28,717	$23,337	$0	$325,850
9/1/2030	$101,000	$172,856	$29,291	$0	$0	$303,147
9/1/2031	$105,000	$169,826	$29,877	$0	$0	$304,703
9/1/2032	$107,000	$166,676	$30,475	$0	$0	$304,150
9/1/2033	$112,000	$163,064	$31,084	$0	$0	$306,149
9/1/2034	$116,000	$159,284	$31,706	$0	$0	$306,990
9/1/2035	$118,000	$155,369	$32,340	$0	$0	$305,709
9/1/2036	$123,000	$151,387	$32,987	$0	$0	$307,374
9/1/2037	$128,000	$147,236	$33,647	$0	$0	$308,882
9/1/2038	$131,000	$142,916	$34,320	$0	$0	$308,235
9/1/2039	$137,000	$138,494	$35,006	$0	$0	$310,500
9/1/2040	$140,000	$133,871	$35,706	$0	$0	$309,577
9/1/2041	$146,000	$129,146	$36,420	$0	$0	$311,566
9/1/2042	$150,000	$124,218	$37,149	$0	$0	$311,367
9/1/2043	$157,000	$118,218	$37,892	$0	$0	$313,110
9/1/2044	$162,000	$111,938	$38,649	$0	$0	$312,587
9/1/2045	$170,000	$105,458	$39,422	$0	$0	$314,880
9/1/2046	$380,000	$98,658	$40,211	$0	$0	$518,869
9/1/2047	$395,000	$83,458	$41,015	$0	$0	$519,473
9/1/2048	$411,000	$67,658	$41,835	$0	$0	$520,493
9/1/2049	$427,000	$51,218	$42,672	$0	$0	$520,890
9/1/2050	$444,000	$34,138	$43,526	$0	$0	$521,664
9/1/2051	$409,450	$16,378	$44,396	$0	$0	$470,224
Total	**$5,255,000**	**$4,091,511**	**$989,202**	**$173,174**	**($166,580)**	**$10,342,306**

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Area #4 Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using an interest rate of 2.50% in years 1 through 5 (2022-2026), 3.0% in years 6 through 10 (2027-2031), 3.375% in years 11 through 20 (2032-2041), and 4.0% in years 21 through 30 (2042-2051) on the Neighborhood Improvement Area #4 Bonds plus the Additional Interest plus Administrative Expenses.

NIA #4 Assessment Roll Summary 2023-24

Parcel	Lot Type	Percentage of Special Assessments	NIA #4 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2853232	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853234	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853235	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853236	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853237	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853238	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853239	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853240	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853241	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853242	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853243	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853244	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853245	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853246	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853247	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853248	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853249	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853250	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853251	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853252	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853253	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853254	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853255	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853256	-	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2853257	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853259	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853260	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853261	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853262	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853263	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853264	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853265	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853266	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853267	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853268	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853269	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853270	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853271	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853272	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853273	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853274	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853275	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853276	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853277	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853278	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853279	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853280	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853281	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853282	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853283	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853284	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853285	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853286	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853287	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853288	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853289	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853290	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853291	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853292	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853293	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853294	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853295	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853296	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69

Parcel	Lot Type	Percentage of Special Assessments	NIA #4 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2853297	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853298	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853299	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853300	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853301	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853302	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853303	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853304	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853305	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853306	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853307	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853308	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853309	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853310	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853311	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853312	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853313	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853314	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853315	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853316	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853317	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853318	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853319	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853320	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853321	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853322	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853323	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853324	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853325	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853326	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853327	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853328	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853329	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853330	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853331	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853332	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853333	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853334	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853335	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853336	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853337	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853338	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853339	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853340	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853341	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853342	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853343	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853344	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853345	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853346	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853347	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853348	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853349	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853350	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853351	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853352	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853353	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853354	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853355	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853356	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853357	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853358	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853359	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853360	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853361	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853362	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85

Parcel	Lot Type	Percentage of Special Assessments	NIA #4 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2853363	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853364	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853365	70'	0.42%	$21,457	$360.52	$744.05	$108.99	$107.28	$1,320.85
2853366	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853367	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853368	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853369	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853370	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853371	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853372	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853373	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853374	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853375	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853376	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853377	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2853378	HOA	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2853379	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853380	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853381	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853382	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853383	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853384	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853385	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853386	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853387	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853388	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853389	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853390	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853391	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853392	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853393	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853394	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853395	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853396	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853397	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853398	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853399	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853400	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853401	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853402	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853403	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853404	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853405	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853406	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853407	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853408	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853409	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853410	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853411	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853412	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853413	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853414	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853415	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853416	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853417	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853418	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853419	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853420	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853421	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853422	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853423	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853424	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853425	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853426	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853427	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853428	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69

Parcel	Lot Type	Percentage of Special Assessments	NIA #4 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2853429	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853430	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853431	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853432	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853433	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853434	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853435	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853436	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853437	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853438	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853439	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853440	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853441	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853442	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853443	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853444	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853445	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853446	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853447	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853448	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853449	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853450	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853451	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853452	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853453	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853454	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853455	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853456	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853457	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853458	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853459	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853460	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853461	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853462	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853463	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853464	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853465	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853466	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853467	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853468	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853469	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853470	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853471	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853472	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853473	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853474	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853475	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853476	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853477	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853478	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853479	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853480	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853481	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853482	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853483	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853484	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853485	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853486	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853487	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853488	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853489	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853490	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853491	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853492	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853493	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853494	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77

Parcel	Lot Type	Percentage of Special Assessments	NIA #4 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2853495	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853496	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853497	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853498	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853499	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853500	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853501	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853502	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853503	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853504	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853505	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853506	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853507	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853508	60'	0.38%	$19,506	$327.74	$676.41	$99.09	$97.53	$1,200.77
2853509	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853510	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853511	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853512	50'	0.34%	$17,556	$294.97	$608.77	$89.18	$87.78	$1,080.69
2853513	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2853514	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**100.00%**	**$5,118,450**	**$86,000.00**	**$177,490.23**	**$26,000.00**	**$25,592.25**	**$315,082.48**

APPENDIX J
NEIGHBORHOOD IMPROVEMENT AREA #5 ASSESSMENT ROLL

Appendix J
Neighborhood Improvement Area #5 Assessment Roll

Parcel	**All Parcels**
Units	**207**
Assessment	**$6,463,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment
9/1/2023	$0	$320,611	$0	$0	($320,611)	$0
9/1/2024	$80,000	$354,049	$40,800	$32,315	$0	$507,164
9/1/2025	$83,000	$350,449	$41,616	$31,915	$0	$506,980
9/1/2026	$86,000	$346,714	$42,448	$31,500	$0	$506,662
9/1/2027	$90,000	$342,844	$43,297	$31,070	$0	$507,211
9/1/2028	$93,000	$338,794	$44,163	$30,620	$0	$506,577
9/1/2029	$97,000	$334,260	$45,046	$30,155	$0	$506,461
9/1/2030	$102,000	$329,531	$45,947	$29,670	$0	$507,149
9/1/2031	$107,000	$324,559	$46,866	$29,160	$0	$507,585
9/1/2032	$111,000	$319,343	$47,804	$28,625	$0	$506,771
9/1/2033	$117,000	$313,931	$48,760	$28,070	$0	$507,761
9/1/2034	$123,000	$307,496	$49,735	$27,485	$0	$507,716
9/1/2035	$129,000	$300,731	$50,730	$26,870	$0	$507,331
9/1/2036	$136,000	$293,636	$51,744	$26,225	$0	$507,606
9/1/2037	$143,000	$286,156	$52,779	$25,545	$0	$507,480
9/1/2038	$150,000	$278,291	$53,835	$24,830	$0	$506,956
9/1/2039	$159,000	$270,041	$54,911	$24,080	$0	$508,033
9/1/2040	$167,000	$261,296	$56,010	$23,285	$0	$507,591
9/1/2041	$176,000	$252,111	$57,130	$22,450	$0	$507,691
9/1/2042	$185,000	$242,431	$58,272	$21,570	$0	$507,274
9/1/2043	$196,000	$232,256	$59,438	$20,645	$0	$508,339
9/1/2044	$205,000	$221,231	$60,627	$19,665	$0	$506,523
9/1/2045	$218,000	$209,700	$61,839	$18,640	$0	$508,179
9/1/2046	$420,000	$197,438	$63,076	$17,550	$0	$698,063
9/1/2047	$445,000	$173,813	$64,337	$15,450	$0	$698,600
9/1/2048	$471,000	$148,781	$65,624	$13,225	$0	$698,630
9/1/2049	$498,000	$122,288	$66,937	$10,870	$0	$698,094
9/1/2050	$527,000	$94,275	$68,275	$8,380	$0	$697,930
9/1/2051	$558,000	$64,631	$69,641	$5,745	$0	$698,017
9/1/2052	$591,000	$33,244	$71,034	$2,955	$0	$698,233
Total	**$6,463,000**	**$7,664,931**	**$1,582,723**	**$658,565**	**($320,611)**	**$16,048,608**

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Area #5 Bonds.

2 – Principal and interest amounts are calculated using an interest rate of 4.50% in years 1 through 5 (2023-2027), 4.875% in years 6 through 10 (2028-2032), 5.50% in years 11 through 20 (2033-2042), and 5.625% in years 21 through 30 (2043-2052) on the Neighborhood Improvement Area #5 Bonds.

3 – Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are funded with Bond proceeds.

NIA #5 Assessment Roll Summary 2023-24

Parcel	Lot Type	Percentage of Special Assessments	NIA #5 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2867237	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867238	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867239	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867240	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867241	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867242	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867243	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867244	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867245	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867246	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867247	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867248	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867249	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867250	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867251	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867252	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867253	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867254	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867255	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867256	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867257	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867258	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867259	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867260	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867261	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867262	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867263	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867264	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867265	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867266	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867267	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867268	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867269	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867270	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867271	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867272	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867273	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867274	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867275	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867276	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867277	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867278	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867279	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867280	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867281	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867282	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867283	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867284	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867285	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867286	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867287	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867288	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867289	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867290	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867291	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867292	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867293	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867294	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867295	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867296	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867297	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867298	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867299	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75

Parcel	Lot Type	Percentage of Special Assessments	NIA #5 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2867300	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867301	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867302	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867303	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867304	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867305	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867306	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867307	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867308	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867309	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867310	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867311	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867312	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867313	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867314	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867315	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867316	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867317	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867318	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867319	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867320	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867321	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867322	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867323	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867324	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867325	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867326	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867327	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867328	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867329	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867330	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867331	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867332	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867333	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867334	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867335	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867336	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867337	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867338	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867339	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867340	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867341	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867342	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867343	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867344	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867345	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867346	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867347	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867348	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867349	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867350	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867351	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867352	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867353	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867354	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867355	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867356	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867357	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867358	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867359	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867360	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867361	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867362	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867363	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867364	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867365	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75

Parcel	Lot Type	Percentage of Special Assessments	NIA #5 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2867366	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867367	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867368	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867369	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867370	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867371	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867372	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867373	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867374	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867375	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867376	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867377	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867378	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867379	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867380	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867381	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867382	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867383	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867384	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867385	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867386	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867387	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867388	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867389	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867390	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867391	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867392	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867393	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867394	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867395	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867396	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867397	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867398	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867399	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867400	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867401	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867402	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867403	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867404	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867405	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867406	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867407	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867408	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867409	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867410	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867411	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867412	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867413	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867414	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867415	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867416	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867417	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867418	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867419	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867420	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867421	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867422	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867423	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867424	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867425	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867426	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867427	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867428	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867429	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867430	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867431	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75

Parcel	Lot Type	Percentage of Special Assessments	NIA #5 Assessment	Annual Assessment Principal	Annual Assessment Interest	Administrative Expenses	Prepayment Reserve and Deliquency Reserve	Annual Installment
2867432	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867433	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867434	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867435	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867436	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867437	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867438	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867439	50'	0.45%	$29,004	$359.02	$1,527.65	$183.10	$145.02	$2,214.79
2867440	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867441	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867442	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867443	60'	0.54%	$34,805	$430.83	$1,833.18	$219.72	$174.03	$2,657.75
2867444	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867445	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867446	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867447	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867448	HOA	1.00%	$64,630	$800.00	$3,404.03	$408.00	$323.15	$4,935.18
2867449	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2867451	OPEN	0.00%	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**100.00%**	**$6,463,000**	**$80,000.00**	**$340,402.84**	**$40,800.00**	**$32,315.00**	**$493,517.84**

APPENDIX K
NEIGHBORHOOD IMPROVEMENT AREA #6 ASSESSMENT ROLL

Appendix K
Neighborhood Improvement Area #6 Assessment Roll

Parcel	**All Parcels**
Units	**100**
Assessment	**$2,785,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment
9/1/2024	$0	$54,760	$0	$0	($54,760)	$0
9/1/2025	$14,000	$162,923	$68,000	$13,925	$0	$258,848
9/1/2026	$14,000	$162,104	$69,360	$13,855	$0	$259,319
9/1/2027	$14,000	$161,285	$70,747	$13,785	$0	$259,817
9/1/2028	$13,000	$160,466	$72,162	$13,715	$0	$259,343
9/1/2029	$12,000	$159,705	$73,605	$13,650	$0	$258,960
9/1/2030	$12,000	$159,003	$75,077	$13,590	$0	$259,670
9/1/2031	$11,000	$158,301	$76,579	$13,530	$0	$259,410
9/1/2032	$10,000	$157,658	$78,111	$13,475	$0	$259,243
9/1/2033	$39,000	$157,073	$50,000	$13,425	$0	$259,498
9/1/2034	$41,000	$154,791	$50,250	$13,230	$0	$259,271
9/1/2035	$43,000	$152,393	$50,501	$13,025	$0	$258,919
9/1/2036	$46,000	$149,877	$50,754	$12,810	$0	$259,441
9/1/2037	$49,000	$147,186	$51,008	$12,580	$0	$259,774
9/1/2038	$52,000	$144,320	$51,263	$12,335	$0	$259,917
9/1/2039	$55,000	$141,278	$51,519	$12,075	$0	$259,871
9/1/2040	$58,000	$138,060	$51,776	$11,800	$0	$259,636
9/1/2041	$62,000	$134,667	$52,035	$11,510	$0	$260,212
9/1/2042	$65,000	$131,040	$52,296	$11,200	$0	$259,536
9/1/2043	$69,000	$127,238	$52,557	$10,875	$0	$259,670
9/1/2044	$73,000	$123,201	$52,820	$10,530	$0	$259,551
9/1/2045	$88,000	$118,931	$53,084	$10,165	$0	$270,179
9/1/2046	$168,000	$113,783	$53,349	$9,725	$0	$344,857
9/1/2047	$178,000	$103,955	$53,616	$8,885	$0	$344,456
9/1/2048	$189,000	$93,542	$53,884	$7,995	$0	$344,421
9/1/2049	$201,000	$82,485	$54,154	$7,050	$0	$344,689
9/1/2050	$213,000	$70,727	$54,424	$6,045	$0	$344,196
9/1/2051	$227,000	$58,266	$54,696	$4,980	$0	$344,942
9/1/2052	$241,000	$44,987	$54,970	$3,845	$0	$344,801
9/1/2053	$256,000	$30,888	$55,245	$2,640	$0	$344,773
9/1/2054	$272,000	$15,912	$55,521	$1,360	$0	$344,793
Total	**$2,785,000**	**$3,770,797**	**$1,743,363**	**$317,610**	**($54,760)**	**$8,562,010**

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Areas #6-7 Bonds.

2 – Principal and interest amounts are calculated using an estimated interest rate of 5.85% in years 1 through 31 (2024-2054) on the Neighborhood Improvement Areas #6-7 Bonds.

3 – Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2032, and a 0.5% increase per year thereafter. Administrative Expenses in year 2024 were partially funded at the time the Neighborhood Improvement Area #6 Assessments were levied, and the remaining amount is being funded with Bond proceeds.

APPENDIX L
PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #7 ASSESSMENT ROLL

Appendix L
Proposed Neighborhood Improvement Area #7 Assessment Roll

Parcel	**All Parcels**
Units	**152**
Assessment	**$4,895,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest/Other Credits	Total Annual Installment
9/1/2024	$0	$96,248	$0	$0	($96,248)	$0
9/1/2025	$31,000	$286,358	$69,360	$24,475	$0	$411,193
9/1/2026	$31,000	$284,544	$70,747	$24,320	$0	$410,611
9/1/2027	$32,000	$282,731	$72,162	$24,165	$0	$411,058
9/1/2028	$27,000	$280,859	$73,605	$24,005	$0	$405,469
9/1/2029	$27,000	$279,279	$75,077	$23,870	$0	$405,226
9/1/2030	$33,000	$277,700	$76,579	$23,735	$0	$411,014
9/1/2031	$34,000	$275,769	$78,111	$23,570	$0	$411,450
9/1/2032	$63,000	$273,780	$50,000	$23,400	$0	$410,180
9/1/2033	$68,000	$270,095	$50,250	$23,085	$0	$411,430
9/1/2034	$72,000	$266,117	$50,501	$22,745	$0	$411,363
9/1/2035	$76,000	$261,905	$50,754	$22,385	$0	$411,043
9/1/2036	$81,000	$257,459	$51,008	$22,005	$0	$411,471
9/1/2037	$86,000	$252,720	$51,263	$21,600	$0	$411,583
9/1/2038	$91,000	$247,689	$51,519	$21,170	$0	$411,378
9/1/2039	$97,000	$242,366	$51,776	$20,715	$0	$411,857
9/1/2040	$102,000	$236,691	$52,035	$20,230	$0	$410,956
9/1/2041	$109,000	$230,724	$52,296	$19,720	$0	$411,740
9/1/2042	$115,000	$224,348	$52,557	$19,175	$0	$411,080
9/1/2043	$122,000	$217,620	$52,820	$18,600	$0	$411,040
9/1/2044	$129,000	$210,483	$53,084	$17,990	$0	$410,557
9/1/2045	$156,000	$202,937	$53,349	$17,345	$0	$429,631
9/1/2046	$285,000	$193,811	$53,616	$16,565	$0	$548,992
9/1/2047	$303,000	$177,138	$53,884	$15,140	$0	$549,162
9/1/2048	$322,000	$159,413	$54,154	$13,625	$0	$549,191
9/1/2049	$342,000	$140,576	$54,424	$12,015	$0	$549,015
9/1/2050	$364,000	$120,569	$54,696	$10,305	$0	$549,570
9/1/2051	$386,000	$99,275	$54,970	$8,485	$0	$548,729
9/1/2052	$411,000	$76,694	$55,245	$6,555	$0	$549,493
9/1/2053	$436,000	$52,650	$55,521	$4,500	$0	$548,671
9/1/2054	$464,000	$27,144	$55,799	$2,320	$0	$549,263
Total	**$4,895,000**	**$6,505,683**	**$1,731,162**	**$547,815**	**($96,248)**	**$13,583,413**

1 – The 9/1/XX dates represent the assessment (bond) year end for the Neighborhood Improvement Areas #6-7 Bonds.

2 – Principal and interest amounts are calculated using an estimated interest rate of 5.85% in years 1 through 31 (2024-2054) on the Neighborhood Improvement Areas #6-7 Bonds.

3 – Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2032, and a 0.5% increase per year thereafter. Administrative Expenses in year 2024 are being funded with Bond proceeds.

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on April 9, 2024 at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Neighborhood Improvement Area #7 of the Wells South Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed Authorized Improvements to be undertaken at this time (the "Neighborhood Improvement Area #7 Improvements") include road improvements, water improvements, wastewater improvements, storm drainage system improvements, related soft cost, and costs related to the establishment, administration, and operation of the District.

The total costs of the Neighborhood Improvement Area #7 Improvements, including administrative costs and the costs of issuing bonds, is estimated to be $6,268,455.

The boundaries of the District include approximately 400.524 acres of land generally located in the area encompassed by the northeast corner of the intersection of FM 1461 and Coit Road, northwest intersection of FM 1461 and CR 84, and the southwest corner of CR 84 as it turns west, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within Neighborhood Improvement Area #7 of the District will be considered at the public hearing.

A copy of the proposed Neighborhood Improvement Area #7 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Neighborhood Improvement Area #7 of the District that benefits from the Neighborhood Improvement Area #7 Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.